



**City of Willow Park  
City Council  
Regular Meeting Agenda  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, July 09, 2019 at 7:00 p.m.**

**Call to Order**

**Invocation & Pledge of Allegiance**

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

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

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

**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 –May 14, May 21, June 4, and June 11 2019.

## **Regular Agenda Items**

1. Discussion/ Action: To consider and act on a request to rezone from LR Local Retail/IH-20 Overlay District to Commercial/IH-20 Overlay District , 19.80 acres situated in the Wesley Franklin Survey, Abstract No. 468 and the McKinney & Williams Survey, Abstract No. 954, City of Willow Park, Parker County, Texas located in the 4200 Block of 1-20 Service Rd N.
  - a. Open Public Hearing
  - b. Close Public Hearing
  - c. Act on Ordinance 795-19
2. Discussion/ Action: To consider and act on a Final Plat of a Replat of Lots 3R-1 thru 3R-5, Block A, Crown Pointe Addition, Phase 2, City of Willow Park, Parker County, Texas, located on Crown Pointe Blvd. and J.D. Towles Drive.
3. Discussion/ Action: To consider and act on a Site Plan for a bank on 3.35-acre part of Lot1, Pyle Addition, City of Willow Park, Parker County, Texas located on the southwest corner of 1-20 Service Road South and Willow Bend Drive.
4. Discussion/ Action: To consider and act to accept the dedication of 0.41-acre tract of land as right-of-way for Mary Lou Drive.
5. Discussion/ Action: To consider and act on approving a LifeCare EMS/First Responder Agreement.
6. Discussion/ Action: To consider and act on approving a contract with Halff & Associates for engineering services for the Fort Worth Water Project.
7. Discussion/ Action: To consider and act on an amendment to an agreement with Bureau Veritas North America, Inc. regarding new plan review and inspection fees for residential construction
8. Discussion/ Action: To consider and act on amending the City's Fee schedule regarding residential building permit fees

## **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
- B. 380 agreement with local developer

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

**Informational**

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

**Adjournment**

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before July 05, 2019 at 5:00 p.m.

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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  
City Council  
Regular Meeting Minutes  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, May 14, 2019 at 7:00 p.m.**

**Call to Order**

Mayor Moss called the meeting to order at 7:00 PM.

**Invocation & Pledge of Allegiance**

Invocation was given by Asst. Manager Bernie Parker.

**Proclamations**

Mayor Moss read a proclamation Gerald Liepert on his 90<sup>th</sup> birthday.

Mayor Moss read a proclamation naming May 15, 2019, National Peace Officers Day/Week.

Mayor Moss read a proclamation honoring the organization 22 Kill.

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

Jaymes Seals spoke about the importance and need for a storm warning system in the City.

Chief West read a letter from resident, extolling the efficiency and professionalism of the Willow Park Police Department.

**Consent Agenda**

**A. Approve City Council Meeting Minutes –April 9, 2019**

Motion made by Councilmember Young

To approve the minutes for April 9, 2019.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Fennell, Runnebaum and Young

The motion passed 4-0.



## **Regular Agenda Items**

- 1. Discussion/ Action: To consider and act on Resolution 2019- 03, a resolution canvassing the election results from the May 4, 2019, general election.**

- a. Administer the oath of office**

The Oath of Office was completed by City Secretary Alicia Smith for Mayor Doyle Moss and Councilmembers Contreras, Fennell and Young.

- 2. Discussion/ Action: To consider and act on the appointment of a Mayor ProTem.**

Motion was made by Councilmember Runnebaum

To nominate Councilmember Lea Young as mayor ProTem.

There were no other nominations.

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

Councilmember Young was elected with a vote of 4-0.

- 3. Discussion/ Action: To consider and act on Final Plat of The Reserves at Trinity Addition, a 140.302 acre tract A. McCarver Survey, Abstract No. 91 0; W. Franklin Survey, Abstract No. 458; I. Hendley Survey, Abstract No. 619; M. Edwards Survey, Abstract No. 1955; and J. Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas.**

Motion made by Councilmember Runnebaum

To approve a Final Plat of The Reserves at Trinity Addition, a 140.302 acre tract A. McCarver Survey, Abstract No. 91 0; W. Franklin Survey, Abstract No. 458; I. Hendley Survey, Abstract No. 619; M. Edwards Survey, Abstract No. 1955; and J. Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Runnebaum and Young.

Nay votes: Councilmember Fennell

The motion passed 3-1.

**4. Discussion/ Action: To consider and act on a request to change street name from Crown Lane to Mary Lou drive.**

Motion made by Councilmember Young

To change street name from Crown Lane to Mary Lou drive.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Contreras, Fennell, Runnebaum and Young

The motion passed 4-0.

**5. Presentation: Court Security Committee update by Municipal Court Judge.**

**6. Presentation: Quarterly financial report by Jake Weber.**

**7. Discussion/ Action: To consider and act on the purchase of tornado warning sirens and update the radar tower.**

Motion made by Councilmember Runnebaum

To authorize City staff to procure the Century tornado warning sirens.

Seconded by Councilmember Contreras

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

The motion passed 4-0.

**8. Discussion/ Action: To consider and act on adopting Ordinance 793-19, a Drought Contingency Plan Ordinance.**

Motion made by Councilmember Young

To adopt Ordinance 793-19, a Drought Contingency Plan Ordinance.

Seconded by Councilmember Fennell

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

The motion passed 4-0.

**9. Discussion/ Action: To consider and act on 2019 Budget Calendar.**

No action was taken

**10. Discussion/ Action: To consider and act on offsite City Council planning meeting and budget workshops.**

No action was taken

**11. Discussion/ Action: To consider and act on Ranch House Road bid to reconstruct that portion of the road from Fox Hunt to Scenic Trl. and financing options to pay for the work. Council may authorize staff to prepare funding options.**

Motion made by Councilmember Runnebaum

To authorize staff to prepare the funding option of the 7-year tax note.

Seconded by Councilmember Fennell

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

The motion passed 4-0.

**Informational**

A. Mayor & Council Member Comments

B. City Manager's Comments

**Adjournment**

Motion was made by Councilmember Young

To Adjourn

Seconded by Councilmember r\Runnebaum

Aye votes: Councilmembers Contreras, Fennell, Runnebaum and Young

The motion passed 4-0.

The meeting was adjourned at 8:54 PM

Mayor Moss immediately reopened the meeting at 8:55 PM

Motion was made by Councilmember Young

To approve Resolution 2019- 03, a resolution canvassing the election results from the May 4, 2019, general election.

Seconded by Councilmember Runnebaum

Aye votes: Councilmember Contreras, Fennell, Runnebaum and Young.

Motion passed with a vote of 4-0.

Motion was made by Councilmember Young

To readjourn the meeting.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Fennell, Runnebaum and Young

The motion passed 4-0.

The meeting was readjourned at 8:59 PM

APPROVED:

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Doyle Moss, Mayor  
City of Willow Park, Texas

ATTEST:

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



**City of Willow Park  
City Council  
Special Called Meeting Minutes  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, May 21, 2019 at 8:00 a.m.**

**Call to Order**

Mayor Moss called the meeting to order at 8:00 am.

**Determination of Quorum**

**Present:**

Mayor Doyle Moss

Councilmember Eric Contreras

Councilmember Amy Fennell

Councilmember Greg Runnebaum

Councilmember Lea Young

**Absent:**

Councilmember Gary McKaughan

**Staff Present:**

City Administrator Bryan Grimes

City Secretary Alicia Smith

**Regular Agenda Items**

- 1. Discussion/ Action: To consider and act on a revised Site Plan for a hotel in the PD Commercial/ IH-20 Overlay District on Lot 12R, Block B, Crown Pointe Addition, Located at 338 Shops Blvd.**

Motion made by Councilmember Young

2. To purchase approve a revised Site Plan for a hotel in the PD Commercial/ IH-20 Overlay District on Lot 12R, Block B, Crown Pointe Addition, Located at 338 Shops Blvd.

Seconded by Councilmember Runnebaum

Aye votes: Councilmember Contreras, Fennell, Runnebaum, and Young

Motion passed with a vote of 4-0.

### **Adjournment**

Motion made by Councilmember Young

To Adjourn

Seconded by Councilmember Runnebaum

Aye votes: Councilmember Contreras, Fennell, Runnebaum, and Young

Motion passed with a vote of 4-0.

APPROVED:

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Doyle Moss, Mayor  
City of Willow Park, Texas

ATTEST:

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



**City of Willow Park  
City Council  
Special Called Meeting Minutes  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, June 04, 2019 at 6:30 p.m.**

**Call to Order**

Mayor ProTem Young called the meeting to order at 6:30 p.m.

**Determination of Quorum**

**Present:**

Mayor Doyle Moss

Councilmember Eric Contreras

Councilmember Amy Fennell

Councilmember Greg Runnebaum

Councilmember Lea Young

**Absent:**

Mayor Doyle Moss

Councilmember Greg Runnebaum

Councilmember Gary McKaughan

**Staff Present:**

City Manager Bryan Grimes

Asst City Manager Bernie Parker

City Secretary Alicia Smith

**Presentation by the Parks Master Plan Steering Committee regarding proposed Parks Master Plan**

**Public Comment Forum: Members of the public asked questions and made comments regarding the Parks Master Plan.**

**No action will be taken by the City Council at this meeting.**

**Adjournment**

APPROVED:

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Doyle Moss, Mayor  
City of Willow Park, Texas

ATTEST:

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



City of Willow Park, Texas  
Town Hall Meeting  
June 4, 2019

NAME	ADDRESS
1 Gene Martin	700 Kings Gate Rd 76087
2 KJ Hannah	117 Melbourne Dr WP 76087
3 Elizabeth Richey	3809 Monterey Dr 76087
4 LARRY COWIN	819 S. ALAMO 76087
5 Angelina Hollinger	914 Trinity Ct.
6 Valda Vierling	119 DREEDERS DRIVE
7 Jeffrey Galle	500 Squaw Creek Rd 76087
8 Sue White	821 " "
9 Rodney Wilkins	136 Ul.etail Dr.
10 Carl Storrie	208 Sem Bess Rd
11 Marisa Williams	Melbourne Dr 76087
12 Shana Tenbrant <sup>Myron Kuehler</sup>	824 Castlepoint St
13 David Wagner	328 Fairway Dr.
14 Clinton Williams	Melbourne Dr 76087
15 Scott Furbw	210 Parkway Dr, Willow Park
16 Karen Harden	3413 Ranch House
17 David	332 Tumbleweed V1
18	
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**City of Willow Park  
City Council  
Regular Meeting Minutes  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, June 11, 2019 at 7:00 p.m.**

**Call to Order**

**Invocation & Pledge of Allegiance**

Mr. Rayfield Wright, resident, gave the invocation and led the pledge.

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

None

**Consent Agenda**

**A. Approve City Council Meeting Minutes –May 14, May 21 and June 4, 2019.**

Motion made by Councilmember Young

Meeting. To table this item until the July 11 meeting.

Seconded by Councilmember McKaughan

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

Motion passed with a vote of 5-0.

**Regular Agenda Items**

**1. Presentation by Chief Mike LeNoir and Engineer Jared Junker on the Hazard Mitigation Plan.**

**a. Public Hearing on the Hazard Mitigation Plan**

Public Hearing was opened at 7:09 PM

No citizens asked to speak

Public Hearing was closed at 7:10 PM

- 2. Discussion/ Action: To consider and act on a Final Plat of a Replat of Lot 6R, 7R, 8R1, 8R2, 9R1, 10R, 11R1, 11 R2, 13, Block B, Crown Pointe Addition, being 22. 75 acres, Wesley Franklin Survey, Abstract No. 468 and Isaac Headley Survey, Abstract No. 619, City of Willow Park, Parker County, Texas, located on Shops Blvd.**

Motion made by Councilmember Young

To approve a Final Plat of a Replat of Lot 6R, 7R, 8R1, 8R2, 9R1, 10R, 11R1, 11 R2, 13, Block B, Crown Pointe Addition, being 22. 75 acres, Wesley Franklin Survey, Abstract No. 468 and Isaac Headley Survey, Abstract No. 619, City of Willow Park, Parker County, Texas, located on Shops Blvd.

Seconded by Councilmember Runnebaum

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

Motion passed with a vote of 5-0

- 3. Discussion/ Action: To consider and act on a Preliminary Plat of Block E, F, G, Crown Pointe Addition Phase IV being a 19.80-acre tract of land Wesley Franklin Survey, Abstract No. 468, and McKinney and Williams Survey Abstract No. 954, City of Willow Park, Parker County, Texas, located in 4200 Block of 1-20 Service Road N.**

Motion made by Councilmember Runnebaum

To approve a Preliminary Plat of Block E, F, G, Crown Pointe Addition Phase IV being a 19.80-acre tract of land Wesley Franklin Survey, Abstract No. 468, and McKinney and Williams Survey Abstract No. 954, City of Willow Park, Parker County, Texas, located in 4200 Block of 1-20 Service Road N.

Seconded by Councilmember Young

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

Motion passed with a vote of 5-0

- 4. Discussion/ Action: To consider and act on adopting a revised Zoning Map.**

Motion made by Councilmember Young

To adopt a revised Zoning Map.

Seconded by Councilmember Runnebaum

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

Motion passed with a vote of 5-0

**5. Presentation: Briefing of Master Park Plan.**

Development Director/ Asst City Manager Bernie Parker discussed the Master Parks Plan, which is currently being developed.

**6. Presentation: Debt Discussion with Hilltop Securities.**

Hilltop Securities representative Kristin Savant discussed the City's current debt.

**7. Discussion/ Action: To consider and act to finance the costs of paying contractual obligations to be incurred (i) for acquiring, constructing, improving and maintaining streets, thoroughfares, bridges, alleyways and sidewalks within the City, including related storm drainage improvements, traffic signalization and signage, streetscaping and median improvements, and utility relocations and the acquisition of land and rights of way therefor, (ii) acquiring [playground] equipment for the City's Parks and Recreation Department, and (iii) to pay professional services rendered in relation to such projects and the financing thereof.**

Motion made by Councilmember McKaughan

To adopt Ordinance 795-19, an ordinance authorizing the issuance of "City of Willow Park, Texas, Tax Note Series 2019"; specifying the terms and features of said note; levying a continuing direct annual ad valorem tax for the payment of said note; and resolving other matters incident and related to the issuance, sale, payment and delivery of said note, including the approval and execution of a Paying Agent/Registrar Agreement and a Note Purchase Agreement; and providing an effective date.

Seconded by Councilmember Young

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

Motion passed with a vote of 5-0

**8. Discussion/ Action: To consider and act on awarding bid on Ranch House Road from Fox Hunt Trail to Scenic Trail.**

Motion made by Councilmember Runnebaum

To award the bid for the construction on Ranch House Road from Fox Hunt Trail to Scenic Trail to Jackson Construction.

Seconded by Councilmember Contreras

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

Motion passed with a vote of 5-0

**9. Discussion/ Action: To consider and act to award water line replacement contract on Chuckwagon Trail.**

Motion made by Councilmember Young

To award the water line replacement contract, with schedule A & B, to A&M Construction.

Seconded by Councilmember McKaughan

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

Motion passed with a vote of 5-0

**10. Discussion/ Action: To consider and act on a dangerous, substandard building Ordinance.**

Motion made by Councilmember Young

To adopt Ordinance 794-19, an ordinance concerning dangerous, substandard building.

Seconded by Councilmember Runnebaum

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

Motion passed with a vote of 5-0

**11. Discussion/ Action: To consider and act on Halff Water Engineering Contract.**

Motion made by Councilmember Young

To award a contract to Halff Engineering for water.

Seconded by Councilmember Contreras

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

Motion passed with a vote of 5-0

**12. Discussion/ Action: To consider and act on Resolution 2019-04, a resolution approving a Chapter 380 program.**

Motion made by Councilmember Young  
To approve Resolution 2019-04, a resolution approving a Chapter 380 program.

Seconded by Councilmember McKaughan

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

Motion passed with a vote of 5-0

**13. Discussion/ Action: To consider and act on Ordinance 793-19, an ordinance establishing a 2<sup>nd</sup> Regular Monthly Meeting Date for the Willow Park City Council.**

Motion made by Councilmember Young

To adopt Ordinance 793-19, an ordinance establishing a 2<sup>nd</sup> Regular Monthly Meeting Date for the Willow Park City Council.

Seconded by Councilmember Contreras

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

Motion passed with a vote of 5-0

**14. Discussion/ Action: To consider and act on canceling the City Council's second regular monthly meeting for the month of June.**

Motion made by Councilmember Runnebaum  
To cancel the council meeting for June 25, 2019.

Seconded by Councilmember Young

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

Motion passed with a vote of 5-0

**Adjournment**

Motion made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember McKaughan

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

Motion passed with a vote of 5-0

APPROVED:

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Doyle Moss, Mayor  
City of Willow Park, Texas

ATTEST:

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



## P&Z AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> June 25, 2019	<b>Department:</b> Development Services	<b>Presented By:</b> Betty Chew
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### AGENDA ITEM:

PUBLIC HEARING to consider and act on a request to rezone from LR Local Retail/IH-20 Overlay District to C Commercial/IH-20 Overlay District 19.80 acres situated in the Wesley Franklin Survey, Abstract No. 468 and the McKinney & Williams Survey, Abstract No. 954, City of Willow Park, Parker County, Texas located in the 4200 Block of I-20 Service Rd N.

### BACKGROUND:

The Property is located in Planning Area 3 as identified in the City's Comprehensive Plan. Planning Area 3 is situated along Interstate 20 making the area attractive to commercial and retail uses. The property is located west of the medical facility "Texas Health Willow Park". Improvements and construction of thoroughfares in the area (Crown Pointe Blvd, J.D. Towles Drive, Mary Lou Drive and Mikus Road/IH-20 intersection) will facilitate traffic flow for commercial development in the area.

### STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff supports a recommendation for approval of the rezoning request for Commercial/IH-20 Overlay District based on the proposed zoning being in compliance with the Comprehensive Plan.

The Planning and Zoning Commission recommends rezoning the property to C Commercial/IH-20 Overlay District.

IF the Council concurs with the Commission recommendation you will need to adopt Ordinance 795-19.

The vote was unanimous.

### EXHIBITS:

Zoning Application  
Future Land Use Map  
Zoning Map  
Ordinance 795-19

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





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

### ZONING CHANGE REQUIREMENTS

Name of Applicant: BARRON-STARK ENGINEERS, LP , BY: CHUCK STARK

Mailing Address: 6221 SOUTHWEST BLVD, #100, FORT WORTH, TX 76132  
Street City State Zip

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

Property Owner: MIT-MAR LAND, LP

Mailing Address: 66470 S. FM 56, GLEN ROSE, TX, 76043  
Street City State Zip

Phone: 817-441-2102 Fax: \_\_\_\_\_ Email: Jim@MartinLandSales.com

Location of property requesting to be re-zoned: IH20 WEST BOUND SERVICE ROAD AT CROWN LANE  
(MARY LOU DRIVE)

Intended Use of property: PROPOSED USE IN ACCORDANCE WITH 'C' ZONING

Current Zoning District: LOCAL RETAIL - 'LR' & IH-20 OVERLAY DISTRICT

Requested Zoning District: 'C' - COMMERCIAL & IH-20 OVERLAY DISTRICT

Specific reason for zoning request: FUTURE DEVELOPMENT NOT BEING LIMITED TO  
LOCAL RETAIL AND PROVIDE COMMERCIAL  
DEVELOPMENT

~~FEES: \$150 (Residential)~~

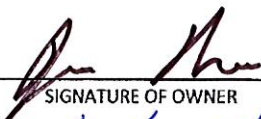
~~\$150 (Non-Residential)~~

Additional fees (if applicable): \$280.00

Additional fees (if applicable): NA

*PD 05/16/2019*

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

  
SIGNATURE OF OWNER

*5/16/19*  
DATE

  
SIGNATURE OF APPLICANT

*5/16/19*  
DATE

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

This checklist is provided to assist you in addressing the requirements for a Zoning Change request. An application is incomplete unless all applicable information noted below is submitted to the City of Willow Park Building Official. Please indicate that all information is included on the application by initialing in the box to the left of the required information. Checking the box certifies to the City that you have completely and accurately addressed the issue. If not applicable, indicate with "N/A" next in the box. Return this completed form at the time of your application submittal.

Applicant: Please complete the following

For Office Use Only

ITEM	INITIAL	ZONING CHANGE REQUIREMENTS	For Office Use Only		
			N/A	COMPLETE	MISSING
1	OK	Site boundary is indicated by a heavy solid line, dimensioned with bearings and distances, and distance to the nearest cross street.		✓	
2	OK	Site location/vicinity map clearly showing the location of the subject		✓	
3	OK	A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.		✓	
4	OK	A written and bar scale is provided. 1" = 200' unless previously approved by staff		✓	
5	NA	Accurately located, labeled and dimensioned footprint of existing structure(s) to remain is/are shown by a heavy dashed line.		✓	
6	OK	Adjacent property lines within 200 feet of the subject property.		✓	
7	OK	Adjacent zoning and land use (e.g. bank with drive-thru, office building, undeveloped etc.) within 200 feet of the property line is indicated.		✓	
8	OK	Adjacent property owner(s), or subdivision name, with lot, block and recording information, is shown.		✓	
9	OK	Does the request conform to the proposed future land use in the city's Comprehensive Plan		✓	





WILLOW PARK BAPTIST CHURCH  
VOL. 2896, PG. 403  
O.R.P.C.T.

POINT OF BEGINNING  
NORTH: 6956259.32  
EAST: 2224350.28  
NAD 83, ZONE 4202 (GRID)

POINT OF COMMENCING

JD TOWLES DR

MARY LOU DRIVE  
(10' DEDICATED RIGHT-OF-WAY)

WILLOW PARK BAPTIST CHURCH OF TEXAS  
INST. NO. 20127683883  
O.R.P.C.T.

BAR-KO LAND COMPANY, LLC  
201902388, O.R.P.C.T.

WESLEY FRANKLIN SURVEY  
ABSTRACT NO. 468

McKINNEY & WILLIAMS SURVEY  
ABSTRACT NO. 954

CRAIG CRONIE UPSTROM  
FIRST & SECOND TRACT  
INST. NO. 2011782522  
O.R.P.C.T.

PROPOSED 'C' COMMERCIAL ZONING

PROPOSED 'C' COMMERCIAL ZONING

PROPOSED 'C' COMMERCIAL ZONING

EXISTING 'LR' ZONING

EXISTING 'LR' ZONING

INTERSTATE HIGHWAY NO. 20  
(RIGHT-OF-WAY VARIES)

SURVEY LINE

SURVEY LINE

EXISTING 'AG' ZONING

EXISTING 'AG' ZONING

EXISTING 'C' ZONING



USE OF THIS ELECTRONIC SEAL/SIGNATURE  
AUTHORIZED BY CHARLES F. STARK, P.E.  
TEXAS REGISTRATION NO. 57357

NOTES:

1. PROPERTY AREA TO BE RE-ZONED = 19.80 ACRES
2. EXISTING ZONING: 'LR', LOCAL RETAIL AND IH-20 OVERLAY
3. PROPOSED ZONING: 'C' COMMERCIAL AND IH-20 OVERLAY
4. PROPERTY SITUATED IN THE CITY OF WILLOW PARK
5. PROPERTY SITUATED IN ALEDO ISD
6. PROPERTY TO BE SERVED BY WILLOW PARK PUBLIC WATER AND SEWER

**Barron-Stark**  
Engineers

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

**ZONING EXHIBIT**  
**CROWN POINTE ADDITION PHASE 4**  
**LOT 1, BLOCK E, LOT 1, BLOCK F, & LOT 1, BLOCK G**

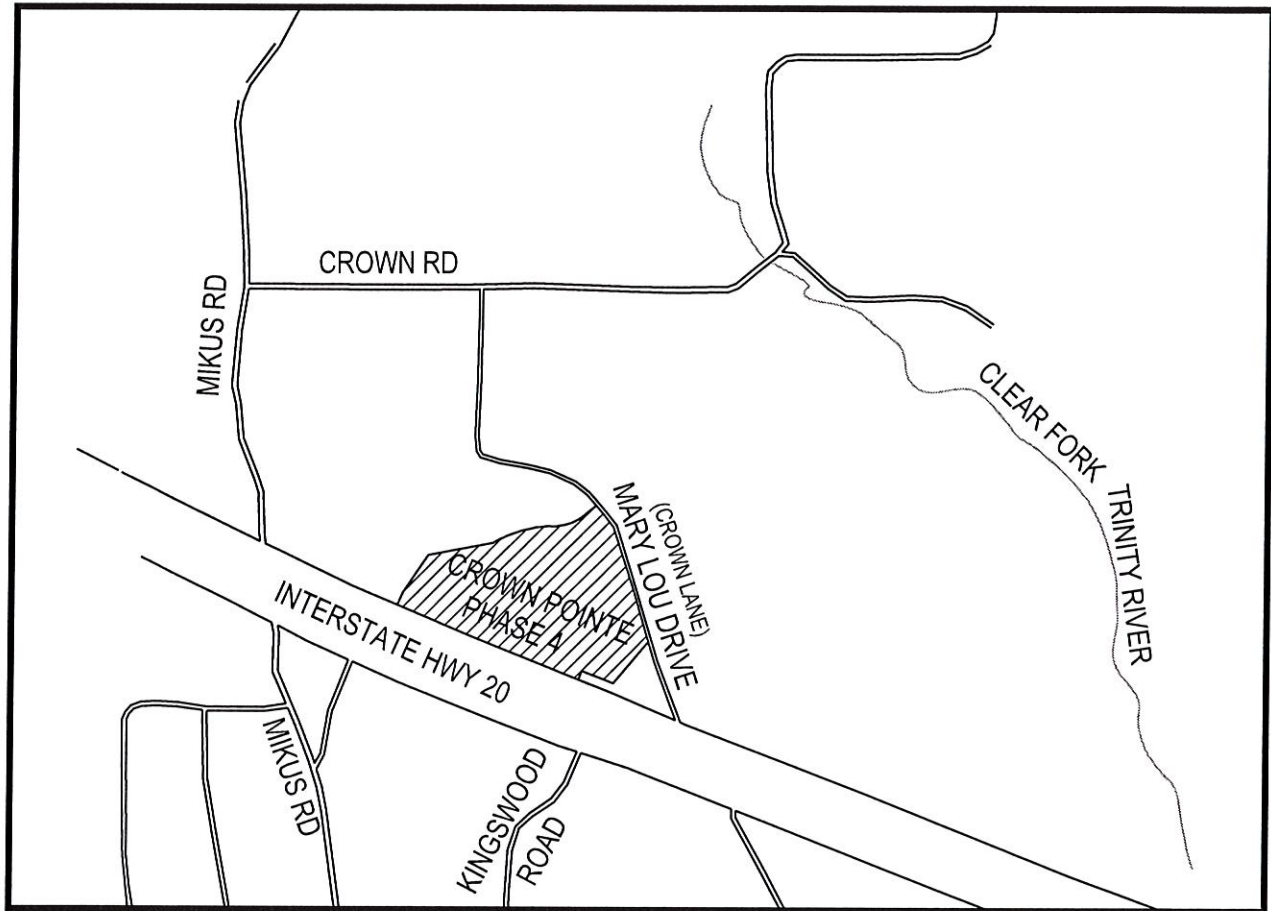
PROJECT No. 107-9554

DATE: 05-15-2019

SHEET

**EX1**

USER: CYNTHIA SWIFT  
PLOTTED ON: 5/16/2019 2:20 PM  
FILE NAME: N:\BARRON STARK SWIFT\ENG\107 MARTIN LAND SALES\9554 - CROWN POINTE PHASE 4\100 CAD\00 DWG\01 EXHIBIT\107-9554 CROWN POINTE PH 4 ZONING EXHIBIT.DWG



LOCATION MAP



**B**  
**Barron-Stark**  
Engineers

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

ZONING EXHIBIT  
CROWN POINTE ADDITION PHASE 4  
LOT 1, BLOCK E, LOT 1, BLOCK F, & LOT 1, BLOCK G

PROJECT No. 107-9554

DATE: 05-15-2019

SHEET

EX2

PROPERTY OWNERS WITHIN 200' FOR ZONING REQUEST

BAR-KO LAND CO. LLC  
5189 E I 20 SERVICE RD NORTH STE 106  
WEATHERFORD, TX 76087

WILLOW PARK BAPTIST CHURCH  
129 S. RANCH HOUSE RD  
WILLOW PARK, TX 76008

WILLOW PARK SERVICES LLC  
PO BOX 1840  
ALED0, TX 76008

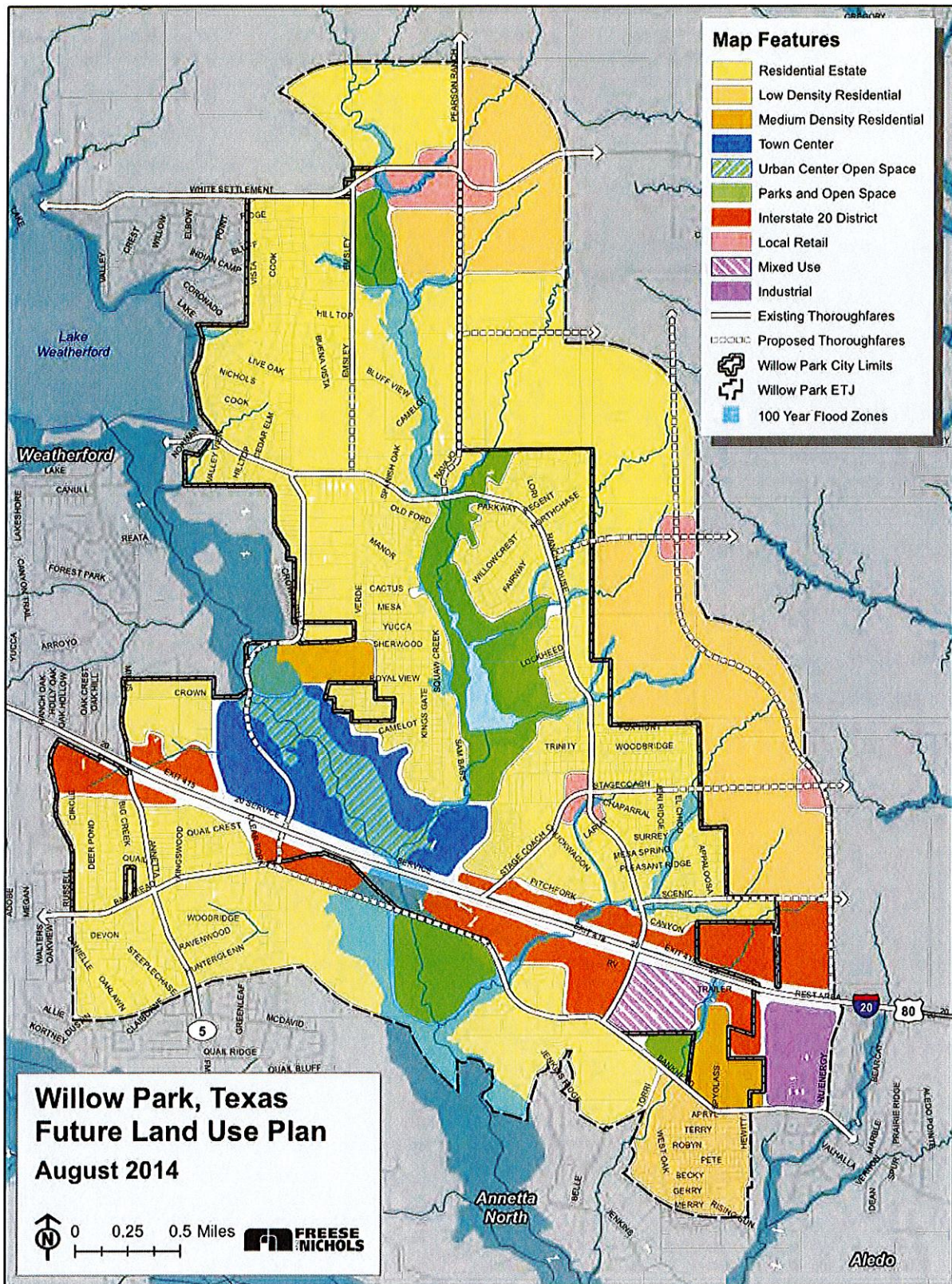
MIT-MAR LAND LP  
6647 S. FM 56  
GLEN ROSE, TX 76043

CRAIG CRONJE UPSTROM  
4141 W I 20 SERVICE RD N  
WEATHERFORD, TX 76087

*Mailed 06/04/2019*



## Future Land Use Map





# CITY OF WILLOW PARK ZONING MAP

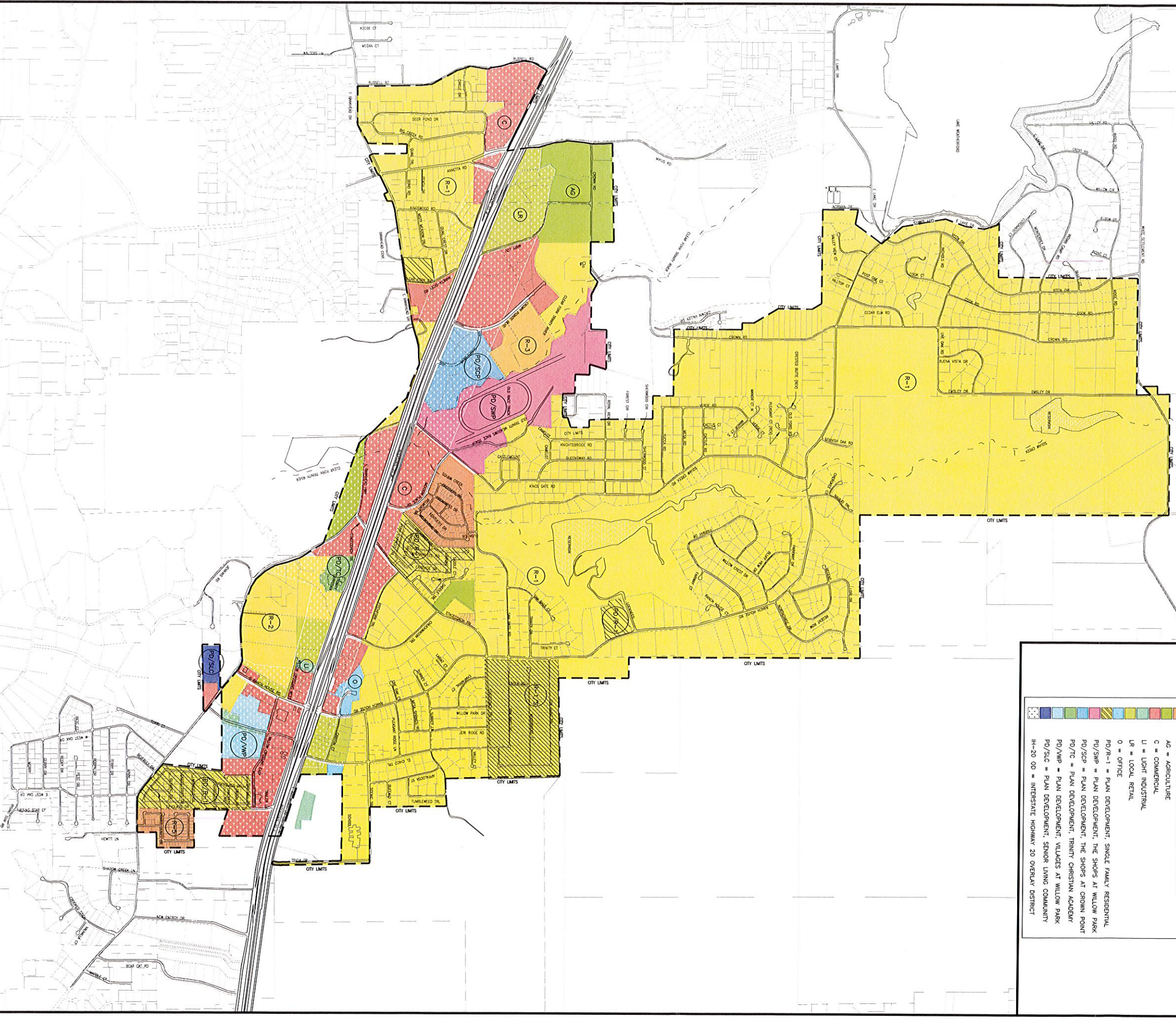
JUNE 2019



3466 CURRY LANE  
ARLINGTON, TX 76010  
254-985-1100  
1008 DAWN E DR STE 203  
FARMERSVILLE, TX 76840  
817-584-9800  
FIRM# F-2428

## ZONING DESCRIPTION LEGEND

	R-1 = SINGLE FAMILY RESIDENTIAL
	R-1/S = SINGLE FAMILY RESIDENTIAL W/ SEWER
	R-2 = SINGLE FAMILY RESIDENTIAL DUPLEX
	R-3 = MULTI-FAMILY RESIDENTIAL
	R-5 = SINGLE FAMILY RESIDENTIAL HIGH-DENSITY
	AG = AGRICULTURE
	C = COMMERCIAL
	LI = LIGHT INDUSTRIAL
	LR = LOCAL RETAIL
	O = OFFICE
	PD/R-1 = PLAN DEVELOPMENT, SINGLE FAMILY RESIDENTIAL
	PD/SWP = PLAN DEVELOPMENT, THE SHOPS AT WILLOW PARK
	PD/SCP = PLAN DEVELOPMENT, THE SHOPS AT CROWN POINT
	PD/TC = PLAN DEVELOPMENT, TRINITY CHRISTIAN ACADEMY
	PD/WMP = PLAN DEVELOPMENT, VILLAGES AT WILLOW PARK
	PD/SIC = PLAN DEVELOPMENT, SENIOR LIVING COMMUNITY
	IH-20 00 = INTERSTATE HIGHWAY 20 OVERLAY DISTRICT





## **CITY OF WILLOW PARK, TEXAS**

### **ORDINANCE 795-19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A CHANGE IN ZONING TO C COMMERCIAL/IH-20 OVERLAY DISTRICT CLASSIFICATION AND USE DESIGNATION FOR THAT CERTAIN 19.80 ACRES OF LAND LOCATED IN THE W. FRANKLIN SURVEY, ABSTRACT NO. 468, THE MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 954, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City of Willow Park, Texas is a Type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 21 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, MIT-MAR LAND, LP (owner) has applied for a change in zoning for that certain 19.80-acre tract of land, more fully described by metes and bounds in "Exhibit A", attached hereto, from "LR" Local Retail/IH-20 Overlay zoning classification and use designation to "C" Commercial/IH-20 Overlay District; and,

**WHEREAS**, The City has complied with all requirements of Chapter 21 of the Local Government Code and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and,

**WHEREAS**, The City of Willow Park, Texas does hereby deem it advisable and in the public interest to grant the requested zoning.

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

#### **SECTION 1. LAND USE PERMITTED**

The zoning district classification and use designation of the property described in Exhibit "A" is hereby changed from "LR" Local Retail/IH-20 Overlay District to "C" Commercial/IH-20 Overlay District classification use.

#### **SECTION 2. REPEAL OF CONFLICTING ORDINANCES**

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



### **SECTION 3. SEVERABILITY**

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

### **SECTION 4. EFFECTIVE DATE**

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

**PASSED AND APPROVED by the City Council of the City of Willow Park, Texas, this  
9th, day of July, 2019.**

**APPROVED:**

---

Doyle Moss, Mayor

**ATTEST:**

---

Alicia Smith TRMC, City Secretary

The Willow Park City Council is acting on Ordinance No. 795-19, did on the 9th day of July 2019 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Eric Contreras, Place 1	_____	_____	_____
Amy Fennell, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Gary McKaughan, Place 5	_____	_____	_____

# EXHIBIT A

## LEGAL DESCRIPTION

BEING 19.80 acres situated in the WESLEY FRANKLIN SURVEY, Abstract No. 468 and the MCKINNEY & WILLIAMS SURVEY, Abstract No. 954, City of Willow Park, Parker County, Texas, being all of that certain tract of land described in deed to MIT-MAR Land, LP, recorded in Instrument Numbers 201907266 and 201907277 Official Public Records, Parker County, Texas, being more particularly described, as follows:

COMMENCING at a 1/2" capped iron rod found stamped "C.F. Stark, RPLS 5084", at the intersection of the east line of Crown Lane, (a 70' Dedicated Right-of-Way), and the south line of J.D. Towles Drive (a 60' Dedicated Right-of-Way), said COMMENCING point being the Northwest corner of Lot 5, Block A, CROWN POINTE ADDITION, PHASE II, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet E, Slide 159, Plat Records, Parker County, Texas;

THENCE S 87°17'36" W, a distance of 92.51 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084", in the west line of said Crown Lane (70' Dedicated Right-of-Way), the POINT OF BEGINNING and the most north, northeast corner of the herein described 19.80 acre tract, being at the beginning of a curve to the right, whose radius is 620.00 feet and whose long chord bears S 32°07'25" E, a chord distance of 302.83 feet;

THENCE along the west line of said Crown Lane and along said curve, in a southeasterly direction, through a central angle of 28°16'16", an arc distance of 305.92 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";

THENCE S 17°59'17" E, continuing along the west line of said Crown Lane, a distance of 547.86 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northwesterly line of that certain tract of land described in deed to Willow Park Baptist Church, recorded in Instrument Number 2012785893, Official Records, Parker County, Texas;

THENCE S 40°06'16" W, along the common line of said MIT-MAR Land, LP tract and said Willow Park Baptist Church tract, a distance of 309.14 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northeasterly line of Interstate Highway No. 20 (Right-of-Way varies), at the most easterly southeast corner of said MIT-MAR Land, LP tract and being the most westerly southwest corner of said Willow Park Baptist Church Tract;

THENCE along the northeasterly line of said Interstate Highway No. 20, as follows:

N 68°29'20" W, a distance of 194.23 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084"

S 21°30'40" W, a distance of 44.00 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084"

N 68°29'20" W, a distance of 590.89 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the right, whose radius is 11377.75 feet and whose long chord bears N 66°59'48" W, a chord distance of 555.09 feet;

Along said curve, in a northwesterly direction, through a central angle of 02°47'44", an arc distance of 555.15 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the most westerly southwest corner of said MIT-MAR Land, LP tract;

N 24°36'53" E, a distance of 69.00 feet to a Highway Monument found at the most south corner of that certain tract of land described in deed as Second Tract, to Craig Cronje Upstrom, recorded in Instrument Number 2011782522, Official Records, Parker County, Texas;

THENCE N 34°14' 56" E, along the common line of said MIT-MAR Land, LP tract and said Second Tract, a distance of 260.20 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the most south corner of that certain tract of land described in deed in deed to BAR-KO Land Company, LLC, recorded in Instrument Number 201902388, Official Public Records, Parker County, Texas;

THENCE along the north line of the herein described 19.80 acre tract, as follows:

N 79°02'08" E, a distance of 390.21 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the right, whose radius is 725.00 feet and whose long chord bears N 73°48'38" E, a chord distance of 338.19 feet;

Along said curve, in a northeasterly direction, through a central angle of 26°58'31", an arc distance of 341.33 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";

N 87°17'53" E, a distance of 43.57 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the left, whose radius is 255.00 feet and whose long chord bears N 67°53'25" E, a chord distance of 169.47 feet;

Along said curve, in a northeasterly direction, through a central angle of 38°48'55", an arc distance of 172.75 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";

N 48°28'58" E, a distance of 57.27 feet to the POINT OF BEGINNING and containing 19.80 acres (862,350 square feet) of land, more or less.



USE OF THIS ELECTRONIC SEAL/SIGNATURE  
AUTHORIZED BY CHARLES F. STARK, P.E.  
TEXAS REGISTRATION NO. 57357

**Barron-Stark**  
Engineers

6221 Southwest Boulevard, Suite 100  
Fort Worth, Texas 76132  
(O) 817.231.8100 (F) 817.231.8144  
Texas Registered Engineering Firm F-10998  
Texas Registered Survey Firm F-10158600  
www.barronstark.com

LEGAL DESCRIPTION FOR 19.80 ACRES  
ZONING EXHIBIT  
CROWN POINTE ADDITION PHASE 4  
LOT 1, BLOCK E, LOT 1, BLOCK F, & LOT 1, BLOCK G

PROJECT No. 107-9554

DATE: 05-15-2019

SHEET

EX3





## P&Z AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> June 25, 2019	<b>Department:</b> Development Services	<b>Presented By:</b> Betty Chew
---------------------------------------	--	------------------------------------

### AGENDA ITEM:

Consider and Act on a Final Plat of a Replat of Lots 3R-1 thru 3R-5, Block A, Crown Pointe Addition, Phase 2, City of Willow Park, Parker County, Texas, located on the Crown Pointe Blvd. and J.D. Towles Dr.

### BACKGROUND:

This Final Plat represents a replat of Lot 3R, Block A, Crown Pointe Addition, Phase 2. This is a 3.27 acre lot located on the southwest corner of Crown Pointe Blvd. and J.D. Towles Drive. There are two 6,000 square foot office buildings located on the south side of the property. The property is zoned C-“Commercial District”.

Lot 3R-1 – 0.79 acres (6,000 sq/ft office building with 35 parking spaces.)

Lot 3R-2 – 0.62 acres (6,000 sq/ft office building with 30 parking spaces.)

Lot 3R-3 – 0.62 acres vacant

Lot 3R-4 – 0.59 acres vacant

Lot 3R-5 – 0.65 acres vacant

The property will be served from 12 inch and 8 inch water and 8 inch sanitary sewer mains, in Crown Pointe Blvd. and J.D. Towles Drive.

The entrances and fire lanes will be installed and marked by the developer in the locations per the replat.

### STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Final Plat of a Replat as presented with the addition, of a blanket cross access and parking space agreement included on the replat.

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

The vote was unanimous.

### EXHIBITS:

Plat Application

Final Plat

Final Plat (marked)

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	\$ N/A
	<b>Source of Funding</b>	\$ 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): CROWN POINTE BLVD

Name of Additions: CROWN POINTE ADDITION PHASE 2

Location of Addition: CROWN POINTE BLVD & JERRY TOWLES DR

Number of Lots: 5 Gross Acreage: 3.27 Zoning: C # of New Street Intersections: 1

---

**PROPERTY OWNER:**

Name: WILLOW PARK PROFESSIONAL PLAZA, LTD Contact: LOUIE LU

Address: 365 MIRON DRIVE, SUITE A Phone: 817-944-7681

City: SOUTHLAKE Fax: \_\_\_\_\_

State: TX Zip: 76092 Email: louielu@yangtzeus.com

Signature: 

*CHARLES STARK*  
*AUTHORIZED REPRESENTATIVE*

**APPLICANT:**

Name: BARRON-STARK ENGINEERS, LP Contact: CHUCK STARK

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

City: FORT WORTH Fax: 817-231-8144

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

Signature: 

**SURVEYOR:**

Name: BARRON-STARK ENGINEERS, LP Contact: CHUCK STARK

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

City: FORT WORTH Fax: 817-231-8144

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

Signature: 

**ENGINEER:**Name: BARRON-STARK ENGINEERS, LPContact: CHUCK STARKAddress: 6221 SOUTHWEST BLVD, #100Phone: 817-296-9550City: FORT WORTHFax: 817-231-8144State: TX Zip: 76132

Email: \_\_\_\_\_

Signature: PRINCIPAL CONTACT: \_\_\_\_\_ Owner \_\_\_\_\_ Applicant \_\_\_\_\_ Surveyor X Engineer

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

**UTILITY PROVIDERS**Electric Provider: TRI-COUNTYWater Provider: CITY OF WILLOW PARKWastewater Provider: CITY OF WILLOW PARKGas Provider (if applicable): TEXAS GAS**APPLICATION FEES**

\$25.00

\$425.00 ~~\$300.00~~ PLUS \$10 PER LOT FOR LOTS UP TO 1/2 ACRE IN SIZE OR

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

Additional fees (if applicable):

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

**City Use Only**Fees Collected: \$ 425.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Receipt Number: \_\_\_\_\_



**PLAT REVIEW CHECKLIST:**

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

**I. GENERAL:**

Name of Addition: CROWN POINTE ADDITION PHASE 2

Applicant: BARRON-STARK ENGINEERS, LP

Property Owner(s): WILLOW PARK PROFESSIONAL PLAZA, LTD

Location of Addition: CROWN POINTE BLVD & FUTURE JAMES TOWLES DR

## II. ~~REQUIRED~~ DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT

STAFF

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

1114

[illegible]

### III. REQUIRED DOCUMENTS FOR A FINAL PLAT

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

NA

[illegible]

#### IV. REQUIRED DOCUMENTS FOR A REPLAT

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

✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓  
WITH MYLAR

✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

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

NA

[illegible]

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

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

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



Willow Park  
Plat  
Building Official Review

---

**Applicant Questions:**

Front building setback: 25 ft.

Rear building setback: 25 ft.

Side building setback: 10 ft.

Side building setback: 10 ft.

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

Yes

No

Does the site include any drainage easements?

Yes

No

Does the site include any roadway/through fare easements?

Yes

No

**Staff Review:**

Does the plat include all the required designations?

Yes

No

Are the setbacks for the building sufficient?

Yes

No

Are there any easement conflicts?

Yes

No

Do the proposed easements align with neighboring easements?

Yes

No

Are the proposed easements sufficient to provide service?

Yes

No

Does the proposed project pose any planning concerns?

Yes

No

NEED CROSS ACCESS AND PARKING  
VERBAGE ON PLAT PRIOR TO FILING

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW

Date: 06/17/2019

Willow Park  
Plat  
Public Works Review

**Applicant Questions:**

Is the project serviced by an existing road?	<u>Yes</u>	No
If yes, which road? <u>CROWN POINT BLVD</u>		
Is the project serviced by an existing water line?	<u>Yes</u>	No
If yes, what size line? <u>12"</u>		
Will the project require the extension of a water line?	Yes	<u>No</u>
Does the project use well water?	<u>No</u>	Drinking      Irrigation
If yes, which aquifer does the well pull from? <u>NA</u>		
Is the project serviced by an existing sewer line?	<u>Yes</u>	No
If yes, what size line? <u>8"</u>		
If no, what type and size is the septic system? <u>NA</u>		

**Staff Review:**

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

Yes      No

Any additional concerns: \_\_\_\_\_

Approved

Not Approved

Needs More Information or Corrections

Public Works Approval Signature: RAYMON JOHNSON Date: 06/17/2019

Willow Park  
Plat  
Flood Plain Review

**Applicant Questions:**

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

**Staff Review:**

Base flood elevations confirmed?	<u>Yes</u>	No
Does the proposed project pose any safety concerns?	Yes	<u>No</u>

DRAINAGE EASEMENT - IMPROVED  
AND MAINTAINED IN COMPLIANCE WITH  
CITY REQUIREMENTS.

Approved

Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature:

DEREK TURNER

Date:

06/20/2019



LINE TABLE		
LINE No.	LENGTH	BEARING
L1	31.31	N20°41'46"E

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

Δ 14°31'35"  
R 530.00'  
L 134.37  
T 67.55  
Ch B N54°45'47"E  
Ch L 134.01'

NOTE:  
OPEN CIRCLE INDICATES 1/2"  
CAPPED IRON ROD FOUND  
STAMPED C.F. STARK RPLS 5084\*

LOT 4R-2R, BLOCK A  
CROWN POINTE ADDITION PHASE 2  
CAB. E, SLIDE 159  
P.R.P.C.T.

LOT 4R-1R, BLOCK A  
CROWN POINTE ADDITION PHASE 2  
CAB. E, SLIDE 159  
P.R.P.C.T.

POINT OF BEGINNING  
NORTH: 6955906.070  
EAST: 2225555.455  
NAD 83, ZONE 4202 (GRID)

KNOW ALL MEN BY THESE PRESENTS:

This is to certify that I, Charles F. Stark, a Registered Professional Land Surveyor of the State of Texas, having platted the above subdivision from an actual survey on the ground, and that all lot corners, and angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Charler F. Stark R.P.L.S.  
Texas Registration No. 5084

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before Me, the undersigned authority, on the day appeared Charles F. Stark, known to me to be the person whose name is subscribed to the forgoing instrument.

On the \_\_\_\_\_ Day of \_\_\_\_\_, 2019

Notary Public in and for the State of Texas

PRELIMINARY  
NOT TO BE RECORDED  
FOR ANY PURPOSES



GENERAL NOTES:

- No portion of subject property lies within a FEMA designated flood plain area. Flood Insurance Rate Map 48367 C 0425 E. Effective date September 26, 2008.
- Basis of Bearing for this plat is the Final Plat of Lots 1 & 2, Block A, Crown Pointe Addition as recorded in Cabinet D, Slide 73, Plat Records Parker County, Texas.
- Coordinates shown hereon are referenced to the Texas State Plain Coordinate System, NAD83, Texas North Central Zone.
- All Lots in the subdivision shall have a 25' Front Building Line and a 10' Side & Rear Building line.
- Created by this plat is a blanket mutual access and shared parking easement over Lots 3R-1, 3R-2, 3R-3, 3R-4 AND 3R-5, Block A to the benefit of each lot. This mutual access and shared parking easement shall be a covenant running with the land and pass to all subsequent owners.

FILED FOR RECORD  
PARKER COUNTY, TEXAS PLAT RECORD  
CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_  
DATE \_\_\_\_\_

OWNER:  
WILLOW PARK PROFESSIONAL PLAZA, LTD.

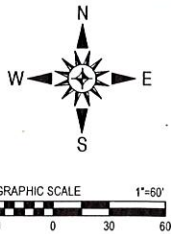
365 MIRON DRIVE, SUITE A  
SOUTHLAKE, TEXAS 76092  
817-944-7681

**Barron-Stark**  
Engineers

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

JOB No. 296-9548  
DATE MAY 2019  
SHEET

1 of 1



LOT 2, BLOCK B  
CROWN POINTE PHASE 2  
CAB. D, SLIDE 232  
P.R.P.C.T.

Owner Dedication  
Now therefore, know all men by these presents:  
That WILLOW PARK PROFESSIONAL PLAZA, LTD., acting herein by and through its duly authorized officer, does hereby certify and adopt this plat designating the herein above described property as Lots 3R-1 through 3R-5, Block A, CROWN POINTE ADDITION PHASE 2, an addition to the City of Willow Park, Texas (City) and does hereby dedicate to the public use forever, the fire lanes, easements and encumbrances shown hereon.

WILLOW PARK PROFESSIONAL PLAZA, LTD.  
herein certifies the following:

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

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

WITNESS, my hand the \_\_\_\_\_ day of \_\_\_\_\_, 2019

WILLOW PARK PROFESSIONAL PLAZA, LTD.

By: Physician Enterprises IV, LLC

By: \_\_\_\_\_  
Louie Lu, Manager

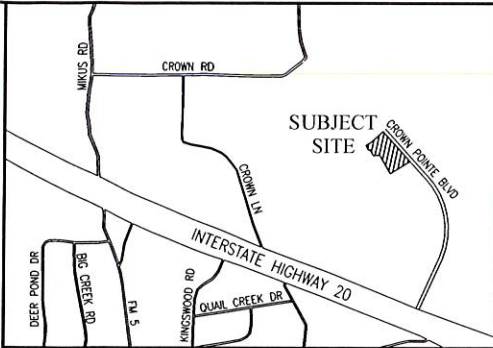
STATE OF TEXAS:  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, a notary public, in and for the State of Texas, on this day personally appeared Louie Lu, known by me to be the person whose name is subscribed to the above and forgoing instrument, and acknowledged to me that 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 of \_\_\_\_\_, 2019

Notary Public in and for the State of \_\_\_\_\_

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



VICINITY MAP  
"NOT TO SCALE"

LEGAL DESCRIPTION

BEING Lot 3R, Block A, CROWN POINTE ADDITION PHASE 2, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 536, Plat Records, Parker County, Texas, being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the southwest corner of said Lot 3R, the southeast corner of Lot 4, Block A, CROWN POINTE ADDITION PHASE 2, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 232, Plat Records, Parker County, Texas, also being in the northwesterly line of Lot 1, Block A, CROWN POINTE ADDITION, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 73, Plat Records, Parker County, Texas, said BEGINNING point having a NAD 83, Zone 4202 (Grid) coordinate value of NORTH: 6955906.070 and EAST: 2225555.455, for reference;

THENCE N 31°00'04" W, along the common line of said Lot 3R and said Lot 4, a distance of 278.76 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the northeast corner of said Lot 4;

THENCE S 86°43'19" W, continuing along the common line of said Lot 3R and said Lot 4, a distance of 83.46 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";

THENCE leaving said common line, along the west line of said Lot 3R, as follows:

N 29°48'47" W, a distance of 89.42 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";  
S 86°43'19" W, a distance of 21.40 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";  
N 27°58'25" W, a distance of 66.38 feet to 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" to the northwest corner of said Lot 3R, in the southeasterly line of future Jerry Towles Drive, at the beginning of a curve to the left, whose radius is 530.00 feet and whose long chord bears N 54°45'47" E, a chord distance of 134.01 feet;

THENCE along the southeasterly line of said future Jerry Towles Drive and along said curve, in a northeasterly direction, through a central angle of 14°31'35", an arc distance of 134.37 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";

THENCE N 47°30'00" E, continuing along the southeasterly line of said future Jerry Towles Drive, a distance of 155.30 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the southwesterly line of Crown Pointe Boulevard (an 80' Right-of-Way) at the northeast corner of said Lot 3R;

THENCE S 42°30'00" E, along the southwesterly line of said Crown Pointe Boulevard, a distance of 534.81 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the southeast corner of said Lot 3R and being the northeast corner of said Lot 1;

THENCE S 58°59'56" W, along the common line of said Lot 3R and said Lot 1, a distance of 304.98 feet to the POINT OF BEGINNING and containing 3.27 acres (142,615 square feet) of land, more or less.

Final Plat  
Lots 3R-1 thru 3R-5, Block A

## CROWN POINTE ADDITION PHASE 2

An Addition to the City of Willow Park, Parker County, Texas

Being a Replat of  
Lot 3R, Block A  
CROWN POINTE ADDITION PHASE 2  
An Addition to the City of Willow Park  
Parker County, Texas, According to the Plat recorded in  
Cabinet D, Slide 536, Plat Records  
Parker County, Texas

USER: C:\NWA\SWIFT  
FILE NAME: N:\BARRON STARK\SWIFT ENCL\626\LOUIE LU846- REPEAT CROWN POINTE ADD PH 2\00 CAD\005 DWG\005 PLAT\006-9548 CROWN Q LOT 3R BLOCK A RE PLAT DWG



LINE TABLE		
LINE No.	LENGTH	BEARING
L1	31.31	N20°41'46"E

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

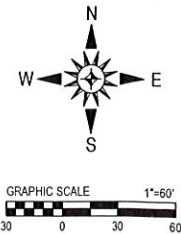
Δ 14°31'35"  
R 530.00'  
L 134.37  
T 67.55  
Ch B N54°45'47"E  
Ch L 134.01'

NOTE:  
OPEN CIRCLE INDICATES 1/2"  
CAPPED IRON ROD FOUND  
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LOT 4R-2R, BLOCK A  
CROWN POINTE ADDITION PHASE 2  
CAB. E, SLIDE 159  
P.R.P.C.T.

LOT 4R-1R, BLOCK A  
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POINT OF BEGINNING  
NORTH: 6955906.070  
EAST: 2225555.455  
NAD 83, ZONE 4202 (GRID)



LOT 2, BLOCK B  
CROWN POINTE PHASE 2  
CAB. D, SLIDE 232  
P.R.P.C.T.

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Now therefore, know all men by these presents:  
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- Any modification of this document shall be by means of plat and shall be approved by the City.

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

WITNESS, my hand the \_\_\_\_\_ day of \_\_\_\_\_, 2019

WILLOW PARK PROFESSIONAL PLAZA, LTD.

By: Physician Enterprises IV, LLC

By: \_\_\_\_\_  
Louie Lu, Manager

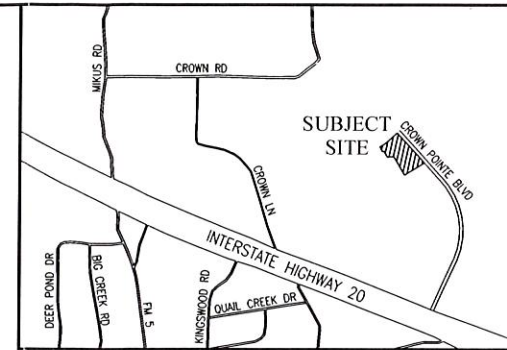
STATE OF TEXAS:  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, a notary public, in and for the State of Texas, on this day personally appeared Louie Lu, known by me to be the person whose name is subscribed to the above and forgoing instrument, and acknowledged to me that he 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 of \_\_\_\_\_, 2019

Notary Public in and for the State of \_\_\_\_\_

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



VICINITY MAP  
"NOT TO SCALE"

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Charler F. Stark R.P.L.S.  
Texas Registration No. 5084

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

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On the \_\_\_\_\_ Day of \_\_\_\_\_, 2019

Notary Public in and for the State of Texas

PRELIMINARY  
NOT TO BE RECORDED  
FOR ANY PURPOSES



GENERAL NOTES:

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- Basis of Bearing for this plat is the Final Plat of Lots 1 & 2, Block A, Crown Pointe Addition as recorded in Cabinet D, Slide 73, Plat Records Parker County, Texas.
- Coordinates shown hereon are referenced to the Texas State Plain Coordinate System, NAD83, Texas North Central Zone.
- All Lots in the subdivision shall have a 25' Front Building Line and a 10' Side & Rear Building line.

FILED FOR RECORD  
PARKER COUNTY, TEXAS PLAT RECORD  
CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_  
DATE \_\_\_\_\_

OWNER:  
WILLOW PARK PROFESSIONAL  
PLAZA, LTD.  
365 MIRON DRIVE, SUITE A  
SOUTH LAKE, TEXAS 76092  
817-944-7581



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

JOB No. 296-9548  
DATE MAY 2019  
SHEET

USER: CARY GREENE  
PLOTTED ON: 4/20/2019 1:35 PM  
FILE NAME: N:\BARRON STARK\SWIFT ENDO\LOUIE LUGAR: REPEAT CROWN POINTE ADD PH 200 CAD00 DWG001 EXHIBIT026-5648 CMAP02 LOT 3R BLOCK A RE PLAT EX IMPROVEMENTS.DWG





## P&Z AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> June 25, 2019	<b>Department:</b> Development Services	<b>Presented By:</b> Betty Chew
---------------------------------------	--	------------------------------------

### **AGENDA ITEM:**

Consider and Act on a Site Plan for a bank on 3.35 acre part of Lot 1, Pyle Addition, City of Willow Park, Parker County, Texas located on the southwest corner of I-20 Service Road South and Willow Bend Drive.

### **BACKGROUND:**

The property is zoned C Commercial/IH-20 Overlay District. This property is located in Planning Area 4, as identified in the City's Comprehensive Plan. Planning Area 4 represents the area adjacent to Interstate 20. Due to the higher traffic volumes along the interstate, the area is seen as a prime location for retail and commercial uses. Due to the high visibility of the corridor, higher design standards were identified to present a positive image of Willow Park. The bank and offices will complement and enhance the new and existing commercial development in the area.

The 43,780 square foot 3 story building will have:

First Floor – 5,400 square foot – Bank, 6,400 square foot – Parking Garage and 1,400 square foot – Drive thru Bank.

Second Floor – 14,560 square foot – Office and Lobby area

Third Floor – 14,560 square foot – Office and Lobby area

The bank and office complex will be accessed from Willow Bend Drive. Cross access will be provided to the Brookshire's Grocery Store to the west. The 0.821 acre lot, to the south will also have cross access and a shared drive entrance on Willow Bend Drive. There will be 138 parking spaces provided for the development. Fire lanes and access drives on the property will be 26 feet wide to facilitate access for fire apparatus. All infrastructure water, sanitary sewer, fire hydrants, and stormwater drainage improvements will meet City of Willow Park design standards.

The bank/office building location, parking, landscaping and fire lanes have been reviewed and meet the Zoning and Subdivision Ordinance requirements.

### **STAFF/BOARD/COMMISSION RECOMMENDATION:**

Staff recommends approval of the Site Plan subject to the following being included on the site plan.

1. Property Platted (Plat submittal for July P&Z and Aug. Council)
2. FDC located outside collapse zone.

The Planning and zoning Commission recommends approval of the Site Plan with the recommended changes.

The vote was unanimous.

**EXHIBITS:**

Site Plan  
Floor Plan  
Landscape Plan  
Elevation Drawing

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

<b>Project Information</b>		<b>Project Name:</b> First National Bank - Willow Park Branch & Office Bldg.	
( ) Residential		(X) Commercial	
<b>Valuation:</b> \$ Approx. 8 mil. (round up to nearest whole dollar)		<b>Project Address (or description):</b> SW corner I-20 and Willow Bend Dr.	
<b>Brief Description of the Project:</b> A new 3 story building including bank with drive thru banking and office building.			
<b>Existing zoning:</b> C/IH-20 OVERLAY		<b># of Existing Lots (plats only):</b> 1	
<b>Proposed zoning:</b> C/IH-20 OVERLAY		<b># of Proposed Lots (plats only):</b> 1	
<b>Applicant/Contact Information</b> (this will be the primary contact)			
<b>Name:</b> Zan Prince		<b>Mailing Address:</b> 220 Palo Pinto St. Weatherford, TX 76068	
<b>Company:</b> FNB Weatherford			
<b>Primary Phone:</b> 817-596-0345		<b>E-mail:</b> zan@zanprince.com	
<b>Property Owner Information</b> (if different than above)			
<b>Name:</b> Zan Prince		<b>Mailing Address:</b> 220 Palo Pinto St. Weatherford, TX 76068	
<b>Company:</b> FNB Weatherford			
<b>Primary Phone:</b> 817-596-0345		<b>E-mail:</b> zan@zanprince.com	
<b>Other Phone:</b>		<b>Fax:</b>	
<b>( ) Developer / ( ) Engineer / ( ) Surveyor Information</b> (if applicable)			
<b>Name:</b> Michael Martin, RLA		<b>Mailing Address:</b> 240 N. Mitchell Rd. Mansfield, TX 76063	
<b>Company:</b> Bannister Engineering, LLC			
<b>Primary Phone:</b> 817-842-2094		<b>E-mail:</b> mmartin@bannistereng.com	
<b>Other Phone:</b>		<b>Fax:</b> 817-842-2095	
<b>For City Use Only</b>			
<b>Project Number:</b>		<b>Permit Fee:</b>	
<b>Submittal Date:</b>		<b>Plan Review Fee:</b>	
<b>Accepted By:</b>		<b>Total Fee:</b>	
<b>Receipt #:</b>		<b>Method of Payment:</b>	

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

Recd. 06/04/2019





## City of Willow Park Development Services Department

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### 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: \_\_\_\_\_

5/31/19



# 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	ZP	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	ZP	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	ZP	A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.		✓	
4	ZP	A written and bar scale is provided. 1"=200' unless previously approved by staff 50'		✓	
5	ZP	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	N/A	Tree masses are clouded with accurate canopy widths shown to determine critical root zone where located within close proximity to existing or proposed pavement.		N/A	
7	ZP	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.		N/A	
8	ZP	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	ZP	Accurately located, labeled and dimensioned footprint of proposed structure(s).		✓	
10	N/A	Accurately located, labeled and dimensioned footprint of existing structure(s) to remain is/are shown by a heavy dashed line.		N/A	
11	N/A	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	ZP	Accurately located footprint of nonresidential structure(s) on abutting properties is/are shown by a light, solid line.		✓	
13	ZP	Adjacent property lines within 200 feet of the subject property lines are shown by a light dashed line.		✓	
14	ZP	Adjacent zoning and land use (e.g. bank with drive-thru, office building, undeveloped etc.) within 200 feet of the property line is indicated.		✓	
15	ZP	Adjacent property owner(s), or subdivision name, with lot, block and recording information, is shown.		✓	
16	ZP	Finished floor elevation of existing and/or proposed structures is referenced to sea level datum.		✓	
17	ZP	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.		✓	





# City of Willow Park Development Services Department

18	ZP	Driveways within 200 feet of the property line:  _____ a. Are accurately located and dimensioned.  _____ b. Distances to the nearest on-site driveway and/or off-site driveway is accurately located and dimensioned as measured from the centerlines.  _____ 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.  _____ d. Typical radii are shown.		✓	
19	ZP	Drive-thru lanes, menu board location, pick-up window/s, maneuvering area, stacking lanes and escape lanes are indicated and dimensioned.		✓	
20	ZP	Sidewalks and barrier-free ramps (BFR) within 200 feet of and on the subject property are shown, dimensioned and labeled.		✓	
21	ZP	Off-site streets and roads:  _____ a. Existing and proposed roadways with medians and median openings adjacent to and within 200 feet of the project site are shown and dimensioned.  _____ 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.  _____ 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.  _____ d.. Distance to the nearest signalized intersection is indicated		✓	
22	ZP	All parking spaces are shown, group numbered, and typical dimensions are provided. Indicate required two-foot overhang, as applicable.		✓	
23	ZP	Handicapped parking spaces and barrier-free access points are shown, dimensioned, and labeled.		✓	
24	N/A	Loading and maneuvering areas are indicated, labeled, and dimensioned. Loading area screening method is indicated and labeled.		N/A	
25	ZP	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	ZP	Paving materials, boundaries and type are indicated.		✓	
27	ZP	Access easements are accurately located/ tied down, labeled and dimensioned.		✓	
28	ZP	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	ZP	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. 26' REQD.		✓	
30	ZP	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	n/a	Screening walls are shown with dimensions and materials. An inset is provided that shows the wall		N/A	





# 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	ZP	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	n/a	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. <i>WITH CONST. PLANS</i>			
34	ZP	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	n/a	Boundaries of detention areas are located. Indicate above and/or below ground detention.		N/A	
36	ZP	Details of construction materials and architecture are shown on required Building Elevation/Facade Plan. Color, type and texture to match Zoning requirements.		✓	
37	n/a	Communication towers are shown and a fall distance/collapse zone is indicated.		N/A	
38	n/a	Provide Site Data Table that references distinct numbers for each lot and all building (existing and proposed) that includes, if applicable <i>NEED SITE NO.</i>			
39	ZP	Explain in detail the proposed use(s) for each structure <i>FOR CONST. PLANS</i> Building is an office building including a back with drive thru banking with offices and parking garage		✓	
40	ZP	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	ZP	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	n/a	Provide service verification from all utility providers <i>WITH CONST. DRAWINGS</i>			
43	n/a	List any variance requested for this property, dates, and approving authority		N/A	
44	ZP	Provide storm water and drainage study and design		✓	
45	n/a	Proposed domestic water usage (gallons per day, month, and year)		N/A	
46	n/a	Are any irrigation wells proposed? <i>NONE</i>		N/A	
47	ZP	Applicant has received Landscaping Ordinance and requirements		✓	
48	n/a	Applicant must submit eight (8) hard copies, 18" x 24", and one (1) digital (.pdf) copy of the Site Plan for Board review		N/A	
49	n/a	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 <i>NEED PLAT APPROVED</i>			



# City of Willow Park Development Services Department

## Site Plan

### Building Official Review

#### Applicant Questions:

Front building setback: ~~15~~ 25' ft.

Rear building setback: 10 ft.

Side building setback: ~~15~~ 10' / 25' ft.

Side building setback: 10 ft.

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

☒ Yes

☐ No

Does the site include any drainage easements?

☐ Yes

☒ No

Does the site include any roadway/through fare easements?

☐ Yes

☒ No

#### Staff Review: (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

ADJUST BLDG. SETBACK

REFUSE ENCLOSURE & LOCATION

Approved

Not Approved

☒ Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW

Date: 06/20/2019



# City of Willow Park Development Services Department

## Site Plan Landscaping Review

### Applicant Questions:

Total gross lot area of the development: 110,526 sq. ft.

Area of lot covered with structures and impervious surfaces: 84,856 sq. ft.

Percentage of lot covered with structures and impervious surfaces: 76.77 %

Area of green space/landscaped areas: 25,670 sq. ft.

Percentage of green space/landscaped areas: 23.23 %

Total number of parking spaces: 138

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:

BETTY L. CHEW

Date: 06/20/2019





# City of Willow Park Development Services Department

## Site Plan Fire Review

### Applicant Questions:

Will the building have a fire alarm? ☒ Yes ☐ No

Will the building have a fire sprinkler/suppression system? ☒ Yes ☐ No

Is the building taller than two-stories? ☒ Yes ☐ No

If yes, how many stories? 3

Will the project require installation of a new fire hydrant? Yes ☒ No

If yes, how many fire hydrants? \_\_\_\_\_

What is the size of the proposed fire connections? TBD

### 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? 26' ROAD ☒ Yes ☐ No

Is the fire lane appropriate? SEE ABOVE Yes ☐ No ☐

Does the site have the proper turning radius? NEEDS ABOVE Yes ☐ No ☐

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

SEE ADDITIONS AND CORRECTIONS ON  
STAFF REPORT

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

NEED ADDITIONAL INFORMATION

Approved

Not Approved

☒ Needs More Information or Corrections

Fire Department Approval Signature:

MIKE LENOIR

Date:

06/18/2019



# City of Willow Park Development Services Department

## Site Plan Engineering Review

### Applicant Questions:

Total gross lot area of the development: 110,526 sq. ft.

Area of lot covered with structures and impervious surfaces: 84,856 sq. ft.

Total number of structures: 1 Total number of habitable structures: 1

Square footage of each building: 43,780 sq. ft. \_\_\_\_\_ sq. ft. \_\_\_\_\_ sq. ft.

Proposed use for each structure:

Building will be a three story office building with a bank and parking garage  
on the first floor and offices on the second and third floors.

Building stories: 3

Building height: 50' ft.

Total number of parking spaces: 138

Number of handicap spaces: 6

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: DEREK TURNER Date: 06/18/2019





## 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? N/A

If yes, what is the finished floor elevation for the habitable structure? N/A

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? N/A Yes No

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

☒ Approved

☐ Not Approved

☐ Needs More Information or Corrections

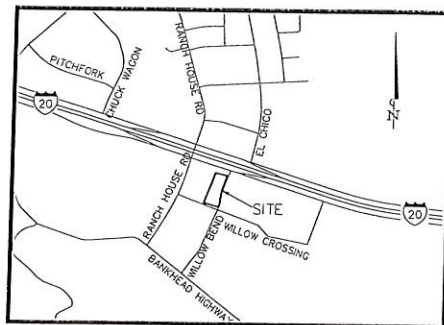
Flood Plain Manager Approval Signature:

DEREK TURNER

Date:

04/18/2019





VICINITY MAP  
NOT TO SCALE  
WILLOW PARK, TEXAS

#### FLOODPLAIN NOTE

ACCORDING TO SURVEYOR'S INTERPRETATION OF INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FIRM), COMMUNITY PANEL NO. 48367C0425E, DATED SEPTEMBER 26, 2008, THE PROPERTY APPEARS TO LIE WITHIN ZONE "X" AND THE ENTIRE PROPERTY LIES WITHIN A "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" ZONE AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

#### GRAPHIC SCALE



#### LEGEND

	7" CONCRETE PAVEMENT (HEAVY DUTY)
	6" CONCRETE PAVEMENT (MEDIUM DUTY)
	5" CONCRETE PAVEMENT (LIGHT DUTY)
	SIDEWALK/FLATWORK 4" THICK UNLESS OTHERWISE NOTED
	ACCESSIBLE PARKING SPACE
	BFR BARRIER FREE RAMP
	LBJ LONGITUDINAL BUTT JOINT
	FIRE LANE

#### SITE DATA SUMMARY

Zoning (Commercial)	Acres	Square Feet	
Lot Size	2.537	110,526	
First Floor Gross Area (Site Footprint)	0.337	14,661	
First Floor, Parking Garage Area	0.147	6,414	
First Floor, Bank Area	0.125	5,441	
Second Floor Gross Area	0.334	14,560	
Second Floor Office Area (North)	0.133	5,808	
Second Floor Office Area (South)	0.116	5,063	
Third Floor Gross Area	0.334	14,560	
Third Floor Office Area (North)	0.130	5,667	
Third Floor Office Area (South)	0.101	4,390	
Total Building Area Proposed	1.005	43,781	
Total Building Area (Not Including Parking)	0.858	37,357	
Total Lot Coverage	0.337	14,661	13.26%
Total Impervious Cover	1.948	84,856	76.77%
Total Landscape Area	0.589	25,670	23.23%
Parking Calculations			
1st Floor			
Use - Bank (1 space per 200 sf)		5,441	28
Use - Parking (NA)		-	-
2nd Floor			
Use - Office (1 space per 200 sf)		10,871	55
3rd Floor			
Use - Office 1 (1 space per 200 sf)		10,057	51
Total Parking Required			134
Total Parking Provided			138

## SITE PLAN

### FIRST NATIONAL BANK

PORTION OF  
GENERAL WARRANTY DEED  
FIRST NATIONAL BANK OF WEATHERFORD  
VOLUME 2282, PAGE 595  
O.P.R.C.T.

WILLOW PARK, PARKER  
COUNTY, TEXAS

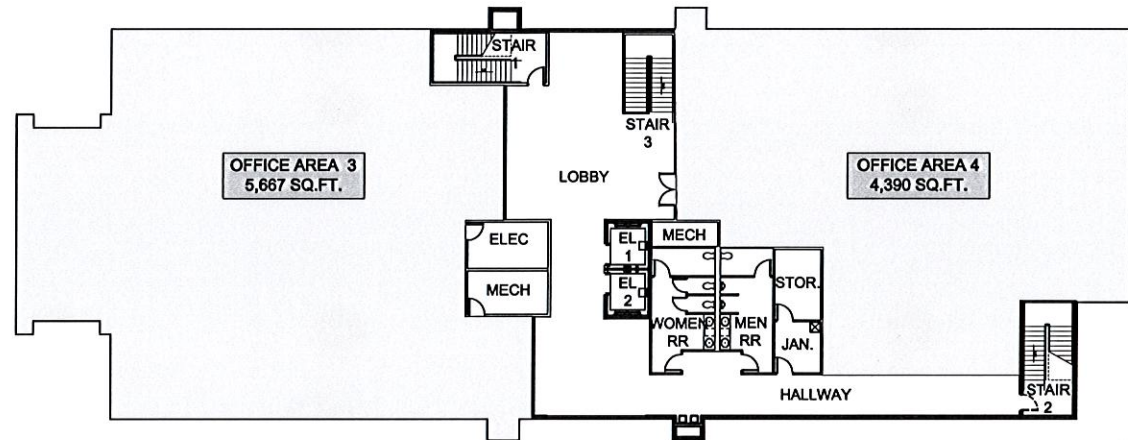
2 Lots  
Date Prepared: June 2019

**BANNISTER**  
ENGINEERING  
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax  
REGISTRATION # F-10599 (TEXAS)

CONTACT: Michael Martin, R.L.A.

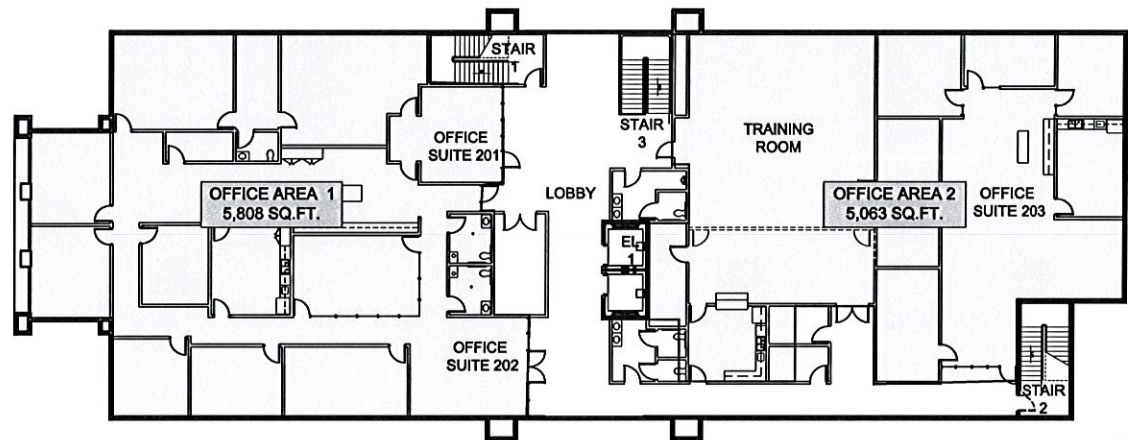
OWNER / DEVELOPER:  
ATTN: ZAN PRINCE  
FNB WEATHERFORD  
220 PALO PINTO STREET  
WEATHERFORD, TEXAS 76068  
(817) 842-2095  
zan@zanprince.com





LIFE SAFETY PLAN - THIRD FLOOR

SCALE: 1/16" = 1'-0"

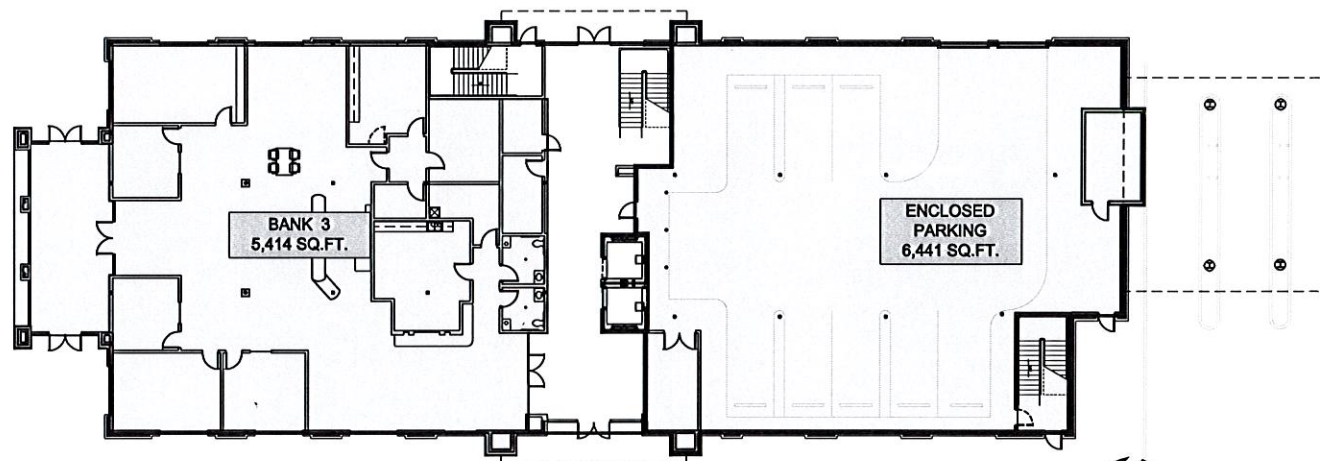


LIFE SAFETY PLAN - SECOND FLOOR

SCALE: 1/16" = 1'-0"



16' 0 8' 16' 32' 48'  
GRAPHIC SCALE: 1/16" = 1'-0"



LIFE SAFETY PLAN - FIRST FLOOR

SCALE: 1/16" = 1'-0"



## CODE INFORMATION

TRADE	APPLICABLE CODES
BUILDING	2012 INTERNATIONAL BUILDING CODE AND ROWLETT AMENDMENTS
MECHANICAL	2012 INTERNATIONAL MECHANICAL CODE
PLUMBING	2012 INTERNATIONAL PLUMBING CODE
FIRE PROTECT.	2012 INTERNATIONAL FIRE CODE
ELECTRICAL	NATIONAL ELECTRICAL CODE (NEC), 2011 EDITION
ACCESSIBILITY	2012 TEXAS ACCESSIBILITY STANDARDS (TAS) EFFECTIVE MARCH 15, 2012 AND ADA
ENERGY	INTERNATIONAL ENERGY CONSERVATION CODE 2012

CONSTRUCTION TYPE (PER 2012 IBC)	
TABLE 601	
GROUP B & S-2 (NONSEPARATED)	
CONSTRUCTION TYPE: II-B, NON-COMBUSTIBLE / SPRINKLERED	
REQUIRED:	
STRUCTURAL FRAME -	0 HR.
BEARING WALLS -	0 HR.
FLOOR CONSTRUCTION -	0 HR.
ROOF -	0 HR.
SECTION 803 WALL AND CEILING FINISHES	
TABLE 803.9	
CORRIDORS - CLASS C	
ROOMS AND ENCLOSED SPACES - CLASS C	
SECTION 1022 - EXIT ENCLOSURES	
FIRE RESISTANCE RATING - 1 HR. (STAIRS CONNECTING LESS THAN 4 STORIES)	
NO REQUIRED SEPARATION BETWEEN OFFICE AND STORAGE	
CLR. HT. GREATER THAN 14 FT. / CONSIDERED HIGH PILE STORAGE/ REFER TO CHAPTER 32 FOR PROVISIONS.	

## PROJECT CODE INFORMATION

PROJECT DATA (IBC 2012)						COMBINED ALLOWABLE FIRE AREA ALL FLOORS	COMBINED ACTUAL FIRE AREA ALL FLOORS	SPRINKLERED
USE: per IBC 303	OCCUPANCY CLASS	CONSTRUCTION TYPE	ALLOWABLE AREA (TABLE 503)	ALLOW. AREA/FLOOR PER SECT. 508	ACTUAL AREA TOTAL			
NEW BUILDING Mixed use Non-separated	1st Floor BUSINESS	B	23,000 S.F./FLOOR	86,250 sf	14,861 SF			
	2nd Floor STORAGE GROUP	S-2	26,000 S.F./FLOOR	86,250 sf	14,590 SF			
	3rd Floor BUSINESS	B	23,000 S.F./FLOOR	86,250 sf	14,590 SF			
TOTALS						258,750 SF	43,781 sf	YES
NO EXTERIOR WALL PROTECTION REQUIRED								
CALCULATIONS								
$A_n = (A_1 + (A_2 \times R)) + (A_3 + A_4)$ $A_n = (23,000 + (23,000 \times 0.75)) + (23,000 \times 2) = 86,250 \text{ SF / FLOOR MAXIMUM}$ $A_n = 86,250 \text{ SF}$ $A_n / RFP = 86,250 / 0.75 = 115,000 \text{ SF}$ $A_n / RFP = 115,000 / 0.75 = 153,333 \text{ SF}$ $A_n / RFP = 153,333 / 0.75 = 204,444 \text{ SF}$ $A_n / RFP = 204,444 / 0.75 = 272,592 \text{ SF}$ $A_n / RFP = 272,592 / 0.75 = 363,456 \text{ SF}$ $A_n / RFP = 363,456 / 0.75 = 484,608 \text{ SF}$ $A_n / RFP = 484,608 / 0.75 = 646,144 \text{ SF}$ $A_n / RFP = 646,144 / 0.75 = 861,525 \text{ SF}$ $A_n / RFP = 861,525 / 0.75 = 1,148,700 \text{ SF}$ $A_n / RFP = 1,148,700 / 0.75 = 1,531,600 \text{ SF}$ $A_n / RFP = 1,531,600 / 0.75 = 2,042,133 \text{ SF}$ $A_n / RFP = 2,042,133 / 0.75 = 2,722,844 \text{ SF}$ $A_n / RFP = 2,722,844 / 0.75 = 3,630,459 \text{ SF}$ $A_n / RFP = 3,630,459 / 0.75 = 4,840,612 \text{ SF}$ $A_n / RFP = 4,840,612 / 0.75 = 6,454,149 \text{ SF}$ $A_n / RFP = 6,454,149 / 0.75 = 8,605,532 \text{ SF}$ $A_n / RFP = 8,605,532 / 0.75 = 11,474,043 \text{ SF}$ $A_n / RFP = 11,474,043 / 0.75 = 15,298,724 \text{ SF}$ $A_n / RFP = 15,298,724 / 0.75 = 20,398,299 \text{ SF}$ $A_n / RFP = 20,398,299 / 0.75 = 27,197,732 \text{ SF}$ $A_n / RFP = 27,197,732 / 0.75 = 36,263,643 \text{ SF}$ $A_n / RFP = 36,263,643 / 0.75 = 48,351,524 \text{ SF}$ $A_n / RFP = 48,351,524 / 0.75 = 64,468,700 \text{ SF}$ $A_n / RFP = 64,468,700 / 0.75 = 85,957,600 \text{ SF}$ $A_n / RFP = 85,957,600 / 0.75 = 114,610,133 \text{ SF}$ $A_n / RFP = 114,610,133 / 0.75 = 152,813,511 \text{ SF}$ $A_n / RFP = 152,813,511 / 0.75 = 203,751,348 \text{ SF}$ $A_n / RFP = 203,751,348 / 0.75 = 271,675,131 \text{ SF}$ $A_n / RFP = 271,675,131 / 0.75 = 362,233,508 \text{ SF}$ $A_n / RFP = 362,233,508 / 0.75 = 482,978,011 \text{ SF}$ $A_n / RFP = 482,978,011 / 0.75 = 643,970,681 \text{ SF}$ $A_n / RFP = 643,970,681 / 0.75 = 858,627,575 \text{ SF}$ $A_n / RFP = 858,627,575 / 0.75 = 1,144,836,767 \text{ SF}$ $A_n / RFP = 1,144,836,767 / 0.75 = 1,526,449,023 \text{ SF}$ $A_n / RFP = 1,526,449,023 / 0.75 = 2,035,265,364 \text{ SF}$ $A_n / RFP = 2,035,265,364 / 0.75 = 2,713,687,152 \text{ SF}$ $A_n / RFP = 2,713,687,152 / 0.75 = 3,618,249,536 \text{ SF}$ $A_n / RFP = 3,618,249,536 / 0.75 = 4,824,332,715 \text{ SF}$ $A_n / RFP = 4,824,332,715 / 0.75 = 6,432,443,620 \text{ SF}$ $A_n / RFP = 6,432,443,620 / 0.75 = 8,576,591,493 \text{ SF}$ $A_n / RFP = 8,576,591,493 / 0.75 = 11,435,455,324 \text{ SF}$ $A_n / RFP = 11,435,455,324 / 0.75 = 15,247,273,765 \text{ SF}$ $A_n / RFP = 15,247,273,765 / 0.75 = 20,329,698,354 \text{ SF}$ $A_n / RFP = 20,329,698,354 / 0.75 = 27,105,597,805 \text{ SF}$ $A_n / RFP = 27,105,597,805 / 0.75 = 36,140,797,074 \text{ SF}$ $A_n / RFP = 36,140,797,074 / 0.75 = 48,187,729,432 \text{ SF}$ $A_n / RFP = 48,187,729,432 / 0.75 = 64,250,305,910 \text{ SF}$ $A_n / RFP = 64,250,305,910 / 0.75 = 85,667,074,547 \text{ SF}$ $A_n / RFP = 85,667,074,547 / 0.75 = 114,156,099,396 \text{ SF}$ $A_n / RFP = 114,156,099,396 / 0.75 = 152,208,132,528 \text{ SF}$ $A_n / RFP = 152,208,132,528 / 0.75 = 202,944,176,704 \text{ SF}$ $A_n / RFP = 202,944,176,704 / 0.75 = 270,592,235,605 \text{ SF}$ $A_n / RFP = 270,592,235,605 / 0.75 = 360,789,647,474 \text{ SF}$ $A_n / RFP = 360,789,647,474 / 0.75 = 480,986,196,632 \text{ SF}$ $A_n / RFP = 480,986,196,632 / 0.75 = 641,314,928,843 \text{ SF}$ $A_n / RFP = 641,314,928,843 / 0.75 = 855,086,571,781 \text{ SF}$ $A_n / RFP = 855,086,571,781 / 0.75 = 1,140,115,429,041 \text{ SF}$ $A_n / RFP = 1,140,115,429,041 / 0.75 = 1,520,153,905,388 \text{ SF}$ $A_n / RFP = 1,520,153,905,388 / 0.75 = 2,026,871,873,851 \text{ SF}$ $A_n / RFP = 2,026,871,873,851 / 0.75 = 2,702,495,831,735 \text{ SF}$ $A_n / RFP = 2,702,495,831,735 / 0.75 = 3,603,327,775,647 \text{ SF}$ $A_n / RFP = 3,603,327,775,647 / 0.75 = 4,804,437,034,196 \text{ SF}$ $A_n / RFP = 4,804,437,034,196 / 0.75 = 6,405,882,712,255 \text{ SF}$ $A_n / RFP = 6,405,882,712,255 / 0.75 = 8,541,176,949,674 \text{ SF}$ $A_n / RFP = 8,541,176,949,674 / 0.75 = 11,388,235,932,899 \text{ SF}$ $A_n / RFP = 11,388,235,932,899 / 0.75 = 15,184,314,577,199 \text{ SF}$ $A_n / RFP = 15,184,314,577,199 / 0.75 = 20,245,752,769,599 \text{ SF}$ $A_n / RFP = 20,245,752,769,599 / 0.75 = 27,000,970,359,466 \text{ SF}$ $A_n / RFP = 27,000,970,359,466 / 0.75 = 36,001,293,812,621 \text{ SF}$ $A_n / RFP = 36,001,293,812,621 / 0.75 = 48,001,725,083,495 \text{ SF}$ $A_n / RFP = 48,001,725,083,495 / 0.75 = 64,002,300,111,327 \text{ SF}$ $A_n / RFP = 64,002,300,111,327 / 0.75 = 85,336,400,148,436 \text{ SF}$ $A_n / RFP = 85,336,400,148,436 / 0.75 = 113,781,866,861,248 \text{ SF}$ $A_n / RFP = 113,781,866,861,248 / 0.75 = 151,682,489,148,331 \text{ SF}$ $A_n / RFP = 151,682,489,148,331 / 0.75 = 202,243,318,864,441 \text{ SF}$ $A_n / RFP = 202,243,318,864,441 / 0.75 = 270,000,000,000,000 \text{ SF}$								
OCCUPANT LOAD								
BUILDING	OCCUPANCY CLASS	GROSS AREA PER FLOOR	SQUARE FEET PER PERSON	OCCUPANT LOAD PER FLOOR	OCCUPANT LOAD (TOTAL)	EXITS PER FLOOR STORY (REQ.)	EXITS SUPPLIED	EXIT ACCESS TRAVEL DISTANCE (SPRINK.)
1st FLOOR BUSINESS	B	8,220 SF	100	82.2	408 PERSONS	2 EXITS REQUIRED	5 EXITS PROVIDED	300 FT.
1ST FLOOR PARKING	S-2	8,441 SF	200	32.2		2 EXITS REQUIRED	2 EXITS PROVIDED	400 FT.
2ND FLOOR BUSINESS	B	14,560 SF	100	145.6		2 EXITS REQUIRED	2 EXITS PROVIDED	300 FT.
3RD FLOOR BUSINESS	B	14,560 SF	100	145.6		2 EXITS REQUIRED	2 EXITS PROVIDED	300 FT.

## LEGEND

FEC	FIRE EXTINGUISHER CABINET **
FE	FIRE EXTINGUISHER - WALL MNT.
X	TRAVEL DISTANCE
EXIT SIGN	EXIT SIGN (EX = EXISTING)
ROOM NAME & NUMBER	ROOM NAME & NUMBER
STORAGE	ROOM NAME/ USE
165 sf.	SQUARE FOOTAGE
300 1	OCCUPANT LOAD
	OCCUPANT LOAD FACTOR

PLUMBING FIXTURES REQUIREMENTS		BUILDING			
LOCATION	FIXTURE	MEN	WOMEN	MEN	WOMEN
		REQ.	REQ.	PROVIDED	
	WATER CLOSETS	5	5	7	7
	LAVATORIES	4	4	6	6
	SERVICE SINK	3	3		
	REPAIR SINK	3	3		

## GENERAL INFORMATION

LOCATION: FIRST NATIONAL BANK  
EAST INTERSTATE 20,  
WILLOW PARK, TEXAS  
PARKER COUNTY

LOT AREA: APPROX. 4 ACRES

CURRENT USE: VACANT

PROPOSED USE: BANK  
with Motor Bank Services

### FACILITY SUMMARY:

THREE STORY BANK AND OFFICE FACILITY  
LOCATED IN WILLOW PARK TEXAS. BANK WILL  
PROVIDE DRIVE -UP MOTOR BANK AND ATM  
SERVICES.

### ZONING:

"C" COMMERCIAL

### PARKING SUMMARY:

per City of Willow Park requirements:  
(3) Spaces for first 500sf and (1) space for each 200sf  
of floor area.

Bank Area = 5414sf / 200 = 28 spaces  
Second floor office Area = 10,871 / 200 = 55 spaces  
Third floor office Area = 10,057sf / 200 = 51 spaces

Total Parking Spaces Required = 134 spaces  
Parking spaces provided = 138 spaces  
Accessible spaces Required = 5  
Accessible Spaces provided = 6

**quorum**  
Design. Spaces. People

707 W. Vickery Blvd. #101  
Fort Worth, Texas 76104  
ph: (817) 738-8095  
fx: (817) 738-9524  
www.qarch.com

THIS DOCUMENT ISSUED  
May, 2019

FOR CLIENTS REVIEW ONLY

UNDER THE AUTHORITY OF  
D.L. MOON, AIA  
REGISTRATION #12944  
IT IS NOT TO BE USED FOR  
REGULATORY APPROVAL,  
PERMITTING, OR  
CONSTRUCTION.

**First**  
National Bank

P.O. BOX 730  
WEATHERFORD, TX 76068

FIRST NATIONAL BANK  
WILLOW PARK BRANCH  
AND OFFICE BUILDING  
Approx. 5148 EAST INTERSTATE 20  
WILLOW PARK, TX 76008

ISSUE:

FOR REVIEW JUNE, 2019

REVISIONS:

PROJECT NO. 18126

DATE: -2019

DRAWN BY: KA/GR/MH

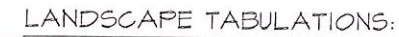
CHECKED BY: DM











SCALE: AS NOTED

SHEET TITLE:  
LIFE SAFETY  
SHEET

**G-002**



[illegible]

PLANT_SCHEDULE						
TREES	QTY	BOTANICAL / COMMON NAME	CONT	GAL	SIZE	NOTES
	4	Acer rubrum 'Autumn Blaze' / Autumn Blaze Red Maple	100 GAL.	6"	12'-15'	Full, Match Symmetrical
	5	Lagerstroemia indica 'Tuscarora' / Crape Myrtle	30 GAL	3"	6'-8'	Full, Match Symmetrical
	7	Pistacia chinensis / Chinese Pistache	45 GAL	3"	10'-12'	Full, Match Symmetrical
	5	Quercus shumardii / Shumard Red Oak	45 GAL.	3"	10'-12'	Full, Match Symmetrical
	7	Quercus virginiana / Southern Live Oak	45 GAL.	3"	10'-12'	Full, Match Symmetrical
	9	Ulmus crassifolia / Cedar Elm	45 GAL	3"	10'-12'	Full, Match Symmetrical
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	NOTES
	119	Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger	3 GAL	24" HT	PER PLAN	Full, Match Symmetrical
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME	CONT	HEIGHT	SPACING	NOTES
	03	SHRUB PLANTING BED (TYP.) MINIMUM OF 03 SHRUBS	5 gal	24" HT	36" O.C.	Full, Match Symmetrical
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	NOTES			
	PER PLAN	Cynodon dactylon 'Tif 419' / Bermuda Grass	sod			
	PER PLAN	River Rock	3"-6" Colorado river rock w/ permeable weedmat stacked to grade			



Know what's **below**.  
**Call** before you dig.  
 (@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS  
IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE  
DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES.  
EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS  
PLAN SET.

PRELIMINARY  
FOR REVIEW ONLY  
These documents are for  
Design Review and not  
intended for  
Construction, Bidding or  
Permit Purposes. They  
were prepared by, or  
under the supervision of:  
Drew J. Dubocq  
L.A.#3141  
06/20/2019

SHEET NUMBER  
L-1.0

FIRST NATIONAL BANK  
WILLOW PARK, TEXAS  
LANDSCAPE PLAN

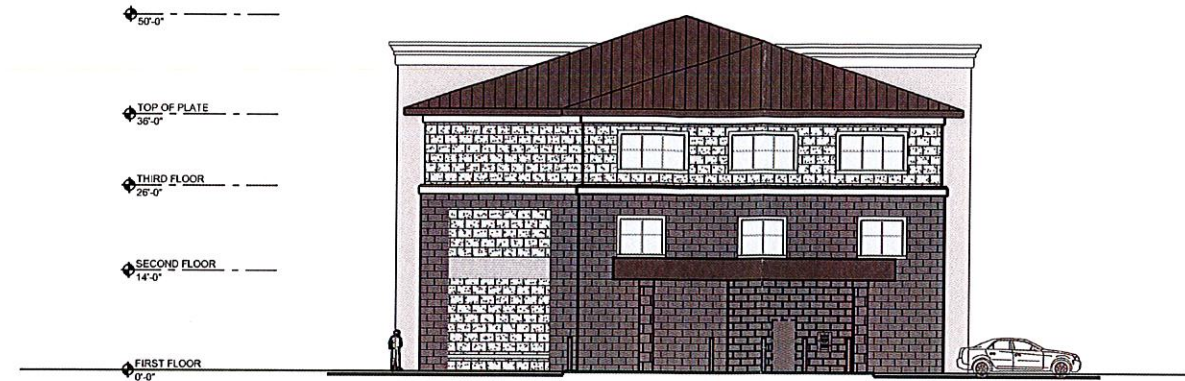
**KBANISTER**  
ENGINEERING  
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax  
REGISTRATION # F-10599 (TEXAS)

PROJECT NO.: 140-18-009





South Exterior Elevation



North Exterior Elevation



East Exterior Elevation



West Exterior Elevation

- EXTERIOR FINISH LEGEND:
- EXTERIOR CLADDING / TILE  
COLOR: DARK GRAY
  - EXTERIOR CLADDING / STONE MASONRY  
COLOR: LIGHT GRAY
  - EXTERIOR CLADDING / TILE  
COLOR: GRAY
  - METAL ROOF  
COLOR: DARK GRAY
  - CAST STONE TRIM  
COLOR: LIGHT GRAY

First National Bank  
Willow Park, TX

## Exterior Elevations

16' 0 8' 16' 32' 48'  
GRAPHIC SCALE: 1/16" = 1'-0"

QUORUM  
SCALE: 1/16" = 1'-0"  
DATE: 06-04-2019





## P&Z AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> July 9, 2019	<b>Department:</b> Development Services	<b>Presented By:</b> Betty Chew
--------------------------------------	--	------------------------------------

**AGENDA ITEM:**

Consider and act on right-of-way dedication Mary Lou Drive, bring 0.41 acres, Wesley Franklin Survey, Abstract NO. 468, City of Willow Park, Parker County, Texas.

**BACKGROUND:**

Mary Lou Drive, formerly known as Crown Lane, is a proposed 60 foot collector street right-of-way between J.D. Towles Drive and Crown Road. Mit-Mar Land, LP is dedicating 0.41 acres of land to achieve the 60 foot right-of-way. See EXHIBIT "A".

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

Accept right-of-way dedication.

**EXHIBITS:**

Right-of-Way Dedication  
Survey

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



## CITY OF WILLOW PARK RIGHT-OF-WAY DEDICATION

STATE OF TEXAS                   §

COUNTY OF PARKER               §

For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid by the City of Willow Park (the receipt of which is hereby acknowledged), Mit-Mar Land, LP, whose address is P.O. Box 1840, Aledo, TX 76008, acting by and through Jim Martin, Partner, (hereinafter the "Grantor"), being the owner(s) in fee (hereinafter the "Owner") of real property (hereinafter the "Property") located in Parker County, Texas depicted by drawing as set forth in Exhibit "A" and described by metes and bounds description in Exhibit "A", attached hereto and incorporated herein for all purposes of this dedication, does hereby dedicate the Property to the City of Willow Park, Parker County, Texas whose address is 516 Ranch House Road, Willow Park, Texas 76087 hereinafter sometimes called the "City" for the use and benefit of the public as a perpetual right-of-way and easement for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operating, use, maintenance, inspection, repair, alteration, and replacement of paved road within the boundaries of the right-of-way and easement area, and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said right-of-way, and including but not limited to all such uses permitted by the Laws of the State of Texas and Ordinances of the City of Willow Park, Texas. This dedication shall also include a temporary construction easement of reasonable width to repair, construct and replace the paved road and the utilities contained therein, which may be needed from time to time.

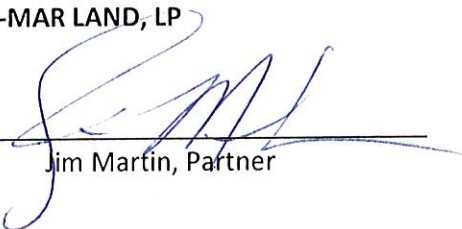
TO HAVE AND TO HOLD said right-of-way and easement unto the City of Willow Park, its successors and assigns, and Grantor hereby binds itself, its successors and assigns to warrant and forever defend, all and singular, said premises unto the City of Willow Park, its successors and assigns, against every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

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

Dated the 20 day of June, 2019

MIT-MAR LAND, LP

By:

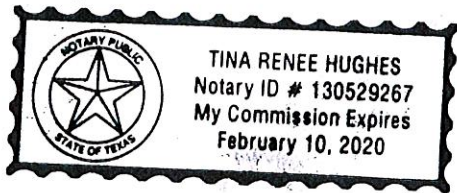
  
Jim Martin, Partner

STATE OF TEXAS §

COUNTY OF PARKER §

Before me, the undersigned authority, a Notary Public in and for Parker County, Texas, on this day personally appeared Jim Martin, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed in the capacity therein indicated

Given under my hand and seal of office this 20 day of June, 2019.



Tina Renee Hughes  
Notary Public, State of Texas

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest and real property conveyed by this dedication instrument the \_\_\_\_\_ day of \_\_\_\_\_, 2019 from Mit-Mar Land, LP to the City of Willow Park, Texas has been duly accepted subject to all terms and conditions contained therein, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Doyle Moss, Mayor  
City of Willow Park

Attest:

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

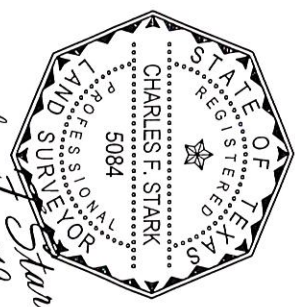
**AFTER RECORDING, PLEASE RETURN  
ORIGINAL TO:**

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





- NOTES:
- 1) OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET / FOUND STAMPED "C.F. STARK RPLS 5084
  - 2) SOLID CIRCLE INDICATES CONTROL MONUMENT FOUND AS LABELED.



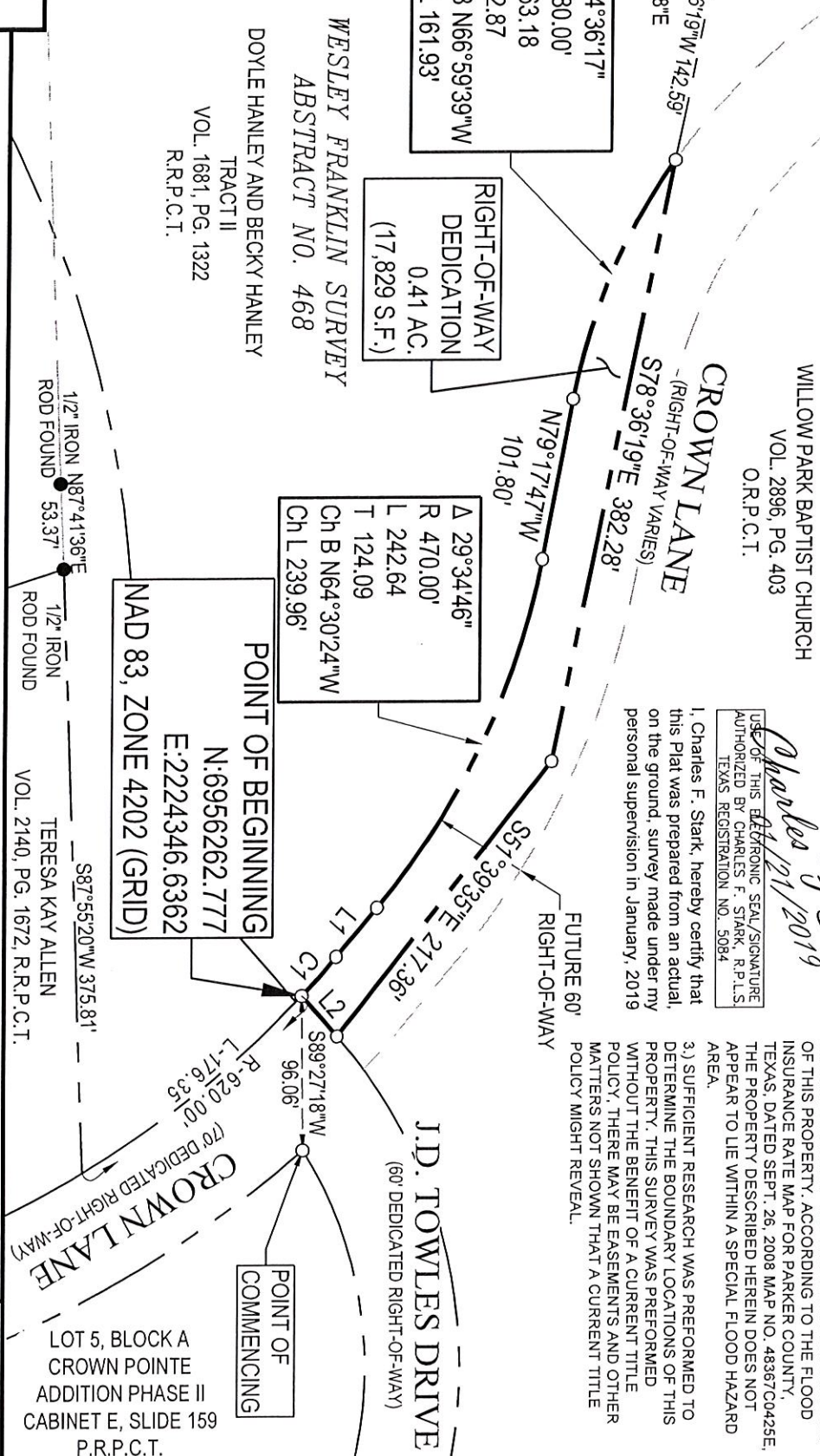
- NOTES:
- 1) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.
  - 2) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, TEXAS, DATED SEPT. 26, 2008 MAP NO. 48367C0425E, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.
  - 3) SUFFICIENT RESEARCH WAS PERFORMED TO DETERMINE THE BOUNDARY LOCATIONS OF THIS PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY. THERE MAY BE EASEMENTS AND OTHER MATTERS NOT SHOWN THAT A CURRENT TITLE POLICY MIGHT REVEAL.

*Charles F. Stark*  
 12/1/2019  
 USE OF THIS ELECTRONIC SEAL/SIGNATURE AUTHORIZED BY CHARLES F. STARK, R.P.L.S. TEXAS REGISTRATION NO. 5084

## McKINNEY & WILLIAMS SURVEY ABSTRACT NO. 954

**Barron-Stark**  
 Engineers

6221 Southwest Boulevard, Suite 100  
 Fort Worth, Texas 76132  
 (O) 817.231.8100 (F) 817.231.8144  
 Texas Registered Engineering Firm E-10988  
 Texas Registered Professional Surveyor No. 10158800  
 www.barronstark.com





## LEGAL DESCRIPTION

BEING 0.41 acres situated in the WESLEY FRANKLIN SURVEY, Abstract No. 468, City of Willow Park, Parker County, Texas, being a portion of that certain tract of land described in deed as Tract II, to Doyle Hanley and Becky Hanley, recorded in Volume 1681, Page 1322, Real Records, Parker County, Texas, being more particularly described, as follows:

COMMENCING at a 1/2" capped iron rod found stamped "C.F. Stark, RPLS 5084", at the intersection of the east line of Crown Lane, (a 70' Dedicated Right-of-Way), and the south line of J.D. Towles Drive (a 60' Dedicated Right-of-Way), said COMMENCING point being the Northwest corner of Lot 5, Block A, CROWN POINTE ADDITION, PHASE II, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet E, Slide 159, Plat Records, Parker County, Texas;

THENCE S 89°27'18" W, a distance of 96.06 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084", at the intersection of the west line of said Crown Lane(a 70' Dedicated Right-of-Way), with the north line of said J.D. Towles Drive(a 60' Dedicated Right-of-Way) for the POINT OF BEGINNING of the herein described 0.41 acre tract, being at the beginning of a curve to the left, whose radius is 620.00 feet and whose long chord bears N 48°13'11" W, a chord distance of 32.39 feet;

THENCE along said curve in a northwesterly direction, through a central angle of 02°59'38", an arc length of 32.40 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084"

THENCE, N 49°43'00" W, a distance of 39.60 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the left, whose radius is 470.00 feet and whose long chord bears N 64°30'24" W, a chord distance of 239.96 feet;

THENCE along said curve in a northwesterly direction, through a central angle of 29°24'46", an arc distance of 242.64 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";

THENCE, N 79°17'47" W, a distance of 101.80 feet to 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the right, whose radius is 380.00 feet and whose long chord bears N 66°59'39" W, a chord distance of 161.93 feet;

THENCE along said curve in a northwesterly direction, through a central angle of 24°36'17", an arc distance of 163.18 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" in the northeasterly line of said Tract II, being the west corner of the herein described 0.41 acre tract;

THENCE, S 78°36'19" E, along the northeasterly line of said Tract II, a distance of 382.28 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";

THENCE, S 51°39' 35" E, continuing along the northeasterly line of said Tract II, a distance of 217.36 feet to 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084", in the north line of said J.D. Towles Drive, and being the southeast corner of the herein described 0.41 acre tract;

THENCE S 48°28'58" W, along the north line of said J.D. Towles Drive, a distance of 33.64 feet to the POINT OF BEGINNING and containing 0.41 acre (17,829 square feet) of land, more or less.

## NOTES:

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

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



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

I, Charles F. Stark, hereby certify that this Plat was prepared from an actual, on the ground, survey made under my personal supervision in January, 2019

## LINE TABLE

LINE No.	LENGTH	BEARING
L1	39.60	N49°43'00"W
L2	33.64	S48°28'58"W

## CURVE TABLE

CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	32.40	620.00	2°59'38"	N48° 13' 11"W	32.39

**Barron-Stark**  
Engineers

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

Survey Plat  
0.41 Acres Situated in the  
**WESLEY FRANKLIN SURVEY, Abstract No. 468**  
City of Willow Park, Parker County, Texas

PROJECT No. 298-9529

DATE: 01/21/19

SHEET

2 of 2





## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 9, 2019	<b>Department:</b> Fire	<b>Presented By:</b> Chief Mike LeNoir
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**AGENDA ITEM:**

**LifeCare EMS/First Responder Agreement**

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**BACKGROUND:**

**This is a new EMS Provider/First Responder Agreement between The Parker County Hospital District/LifeCare EMS and Willow Park Fire/Rescue Department.**

**Agreement is required for Willow Park Fire/Rescue Department to work under the license of the EMS Provider in order for patient care within the City of Willow Park and mutual aid companies.**

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

**Recommend approving agreement for first responder organization**

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**EXHIBITS:**

<b>ADDITIONAL INFO:</b>	<b>FINANCIAL INFO:</b>	
	<b>Cost</b>	\$0
	<b>Source of Funding</b>	\$0

# PARKER COUNTY HOSPITAL DISTRICT/LIFECARE EMS



[www.pchdtx.org](http://www.pchdtx.org)

## EMS PROVIDER/FIRST RESPONDER AGREEMENT

**THE PARKER COUNTY HOSPITAL DISTRICT/LIFECARE EMS**

**AND**

**Willow Park Fire/Rescue Department**

**WHEREAS** The Parker County Hospital District/LifeCare ("Provider") is licensed by the Texas Department of State Health Services as an Emergency Medical Service Provider ("EMS"), and

**WHEREAS** Willow Park Fire/Rescue Department ("First Responder Organization") holds a First Responder registration by the Texas Department of State Health Services,

**LET IT BE RESOLVED** through the recitals and mutual covenants made by the Provider and First Responder Organization (collective "Parties") in this Agreement, Parties agree to following terms and conditions:

### ARTICLE I

#### FIRST RESPONDER ORGANIZATION RESPONSIBILITIES

- 1.1 **Response.** The First Responder Organization will respond twenty-four (24) hours a day, seven (7) days week when resources are available for EMS assists as available within their designated response areas.
- a. All First Responder Organization's personnel must be identified at a minimum by the following information when on the scene of an EMS assist: name of First Responder Organization, name of individual, and level of certification.
  - b. The First Responder Organization will be responsible for their own communications equipment that is compatible with the Providers radio system. Provider will notify First Responder Organization by alerting over the LifeCare, Parker County Fire, Parker County Fire Conventional, or Weatherford Fire frequencies, and will follow ProQA recommendations as approved by the Providers Medical Director.
  - c. The First Responders response will maintain compliance with the State of Texas statues governing emergency vehicle responses.
  - d. The First Responder Organization may cancel Providers ambulance if a false call, no injuries, lift assist and/or an AMA. If in doubt, they should continue an ambulance to the scene.

- 1.2 **Provider in Charge.** Provider's personnel on the scene of an EMS assist will be in charge of all patient care. First Responder Organization personnel may accompany the patient to the hospital if requested by the Provider.
- 1.3 **Patient Care.** The First Responder Organization's personnel must be currently certified by Texas Department of State Health Services as First Responder (ECA, EMT, EMT-I, EMT-P, LP). First responders may provide care up to the level in which they are certified/licensed and as permitted by their agency, following the LifeCare EMS medical protocols unless additional credentialing is required by the Medical Director. Procedures requiring additional credentialing may only be performed by those who have been signed off as proficient by the Medical Director.
- 1.4 **Transfer of Patient Care.** The First Responder Organization or Provider can transfer any aspect of patient care or other related responsibility (as defined by DSHS patient abandonment rules) to another health care provider only if the other health care provider can provide a level of care at the same or higher degree of the delegating party.
- 1.5 **Patient Information.** On the arrival of Provider's ambulance, patient care will be released from the First Responder to the Provider's ambulance crew with the following patient information:
- a. Description of situation upon arrival;
  - b. The names and certifications levels of the primary First Responder involved with patient care.
  - c. Patient condition, vital signs, medical history, medication, and allergies; and
  - d. Care rendered to the patient and the response to that care.
- 1.6 **Patient Care Reports.** The First Responder Organization will ensure that patient care reports are properly filled out for every patient attended to. The provider's requests for completed patient care forms must be made to the First Responder's Chief. A copy of the completed patient care report form will be sent to the Provider within seven (7) days of the request. The First Responder Organization will maintain copies of all patient care forms. When requested, the applicable patient care reports will be sent to the following Providers address:
- Parker County Hospital District/LifeCare  
Attn: EMS Director  
725 State Street  
Weatherford, TX 76086**
- 1.7 **Equipment and Supplies.** Provider nor First Responder Organization will incur expenses of other Parties' equipment, medication or advance supplies. First Responder will be responsible for the purchase and use of their equipment or supplies. First Responder may replace disposable BLS items used in patient care from the ambulance which transports the patient. This is based upon the availability of supplies on provider ambulance. If not available, the FRO must contact Providers On-Duty Supervisor the same day and request supplies used with address of call.



- 1.8 **Medical Direction.** The Provider will provide medical protocols and Medical Direction to the First Responder Organization.

## **ARTICLE II POLICIES AND PROCEDURE**

- 2.1 **First Responder's Policies.** First Responder will follow protocol and procedures approved by the Provider's Medical Director at all times while on an EMS assist. First Responders will be responsible for following a quality assurance program and will be held to the same standard of professional ethics, behavior, demeanor, and patient care as the Provider. Policies required and provided to the Provider include, but are not limited to:
- Operational Policies
  - Medical Record storage and HIPAA Policies
  - Quality Assurance Policies
  - Infection Control Policies
- 2.2 **Patient Confidentiality.** First Responders will be responsible for maintaining written and verbal confidentiality in accordance to First Responder's Notice of Privacy Practices, and all applicable HIPAA regulations.
- 2.3 **Disputes.** In the event a dispute arises regarding the First Responder's responsibilities as they pertain to this Agreement, an effort will be made to resolve the dispute by the individuals and supervisors involved. If the dispute cannot be resolved, the First Responder's Chief and the Provider's EMS Administration will work to resolve the dispute in a reasonable and timely fashion.

## **ARTICLE III LIABILITY OF THE PARTIES**

- 3.1 **Provider Liability.** The Provider will not be liable for patient care rendered, training, accidents, injuries, exposures or any liability involving First Responder's personnel, equipment, supplies, or vehicles.
- 3.2 **HOLD HARMLESS.** PARTIES TO THIS AGREEMENT AGREE TO HOLD THE OTHER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGE, CAUSES OF ACTION, SUITS, AND LIABILITIES OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH OF ANY PERSON, FOR ANY DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH SERVICES PERFORMED UNDER THIS AGREEMENT
- 3.3 **Suits by Third Parties.** If any party to this Agreement is sued by a third-party for any acts arising from the performance of this Agreement, the Parties may be deemed a "Governmental Unit" as defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that such Parties are entitled to the rights, protections, and limitations which Title Civil Practice and Remedies Code provides for

Governmental Units, including the protections and limitations afforded under Ch. 101 of the TX Civil Practice Remedies Code.

#### **ARTICLE IV GERNERAL TERMS**

- 4.1 **Authority to Enter Agreement.** Each Party has the full power and authority to enter into and perform this Agreement, and the signatory to his Agreement on behalf of each Part has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.
- 4.2 **Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral, or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- 4.3 **Amendment.** This Agreement may be amended by the mutual written agreement of the Parties, and said amendment will take place immediately upon execution by BOTH Parties.
- 4.4 **Assignment.** Neither Party may assign this Agreement to another entity without the prior written consent of the other Party.
- 4.5 **Term and Termination.**
- a. **Effective Date.** This Agreement shall become effective on the last date of execution hereof (the "Effective Date") following the approval of this Agreement by the Parties and shall remain in effect for a term of one calendar years from said date. The Agreement will automatically renew every year thereafter unless the termination clause is invoked.
  - b. **Termination.** Notwithstanding any of the foregoing, this Agreement may be terminated at any time, with respect to any Party, following a thirty (30) day written notice form the Party to the other.
- 4.6 **Notice.** Any notices, approval, consent, or communication by one party to another must be in writing personally delivered or sent via registered or certified United States Mail, properly addressed to the respective Parties at the addresses below. Day-to-day communications may be facilitated by radio, phone and/or electronic correspondence. If there are any changes in addresses or individuals to which should be notified; all Parties to this agreement will be provided written notice within ten calendar days.
- 4.7 **Governing Law.** The validity of the Agreement and any of its items and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be commenced in the Parker County Courthouse, located in Weatherford, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

- 4.8            **Duplicate Originals.** The Parties may execute this Agreement in duplicate originals, each of equal dignity. If the Parties sign this Agreement on different dates, the later date shall be the effective date of the Agreement for all intent and purposes.

#### ARTICLE V EXECUTION

The Agreement shall be in effect upon the signature of authorized officials from First Responder Organization and Parker County Hospital District/LifeCare EMS indicate agreement to the terms and conditions set forth by this Agreement through the designated signatures provided below.

Authorizing party on behalf of First Responder Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title and Agency

Authorizing party on behalf of LifeCare EMS

\_\_\_\_\_  
Paul Smith  
EMS Administrator, LifeCare EMS

\_\_\_\_\_  
Date

Authorizing party on behalf of Parker County Hospital District

\_\_\_\_\_  
Randy Bacus  
CEO, Parker County Hospital District

\_\_\_\_\_  
Date





## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 8, 2019	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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### AGENDA ITEM:

6. Discussion/ Action: To consider and act on approving a contract with Halff & Associates for engineering services for the Fort Worth Water Project.

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### BACKGROUND:

We had previously procured Halff Engineering for the Fort Worth Water Project in accordance with TWDB procurement process. This will execute the Agreement with Halff and will allow them to begin engineering on the project. As with every aspect of the FW Water project, all engineering fees related to this project will be split between Willow Park and Hudson Oaks 52 / 48.

TWDB staff is expected to recommend a funding award to Willow Park for the full amount of approximately \$13.7 Million on July 22, 2019. By executing this contract now, it will allow Halff and Jacob and Martin to begin preliminary engineering activities (surveying, plans, etc.) on the project.

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### STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends Council accept the Contract as presented and award Halff Engineering Services Contract for the Fort Worth Water Project.

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### EXHIBITS:

Proposed contract with Halff Engineering

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



February 11, 2019  
P34094.002

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

RE: Fort Worth Wholesale Water Project  
Design Contract

Dear Mr. Grimes:

Thank you for the opportunity to submit a fee proposal for the City of Willow Park on the above referenced project. A Scope of Services (Exhibit A), proposed Fee Summary (Exhibit B), and Standard Form of Agreement for Professional Services (Exhibit C) are included with this letter. The project fee of \$1,573,900 is a Lump Sum fee for all tasks except for a Cost-Plus fee for Task XIII. These fees will not be exceeded without prior written approval by the City of Willow Park. Invoices will be submitted monthly based on a percentage of work and effort completed. Please review, and if acceptable, sign and return the Standard Form of Agreement to serve as a Notice to Proceed.

Please feel free to contact me if you have comments or questions. We look forward to continuing our working relationship with the City of Willow Park.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "B. L. McGahey", is written over the printed name.

Benjamin L. McGahey, P.E.  
Director of Public Works, Fort Worth Office

Cc: Mr. Patrick Lawler, City Administrator, City of Hudson Oaks

Attachments

## **ATTACHMENT “A” SERVICES**

### **Design, Bid, and Construction Phase Services for Fort Worth Wholesale Water Project**

This Attachment “A” defines the services to be performed by Halff Associates, Inc. in conjunction with professional services for the Fort Worth Wholesale Water Project. Our services include the following:

**Project.** The project consists of the following major components:

- Approximately 7,400 linear feet of an 24-inch water supply line from a connection with the City of Fort Worth water system at the northeast corner of FM 3325 and I-20, to the City of Willow Park delivery point located off Tricia Trail.
- The Willow Park delivery point includes:
  - Meter station compliant with City of Fort Worth standards, including chlorine analyzer, pressure instrumentation, isolation valving, and remote-controlled supply valve.
  - Ground storage tank with instrumentation for level control.
  - Booster pump station ventilated with bridge crane and load out bay, and air-conditioned electrical room.
  - Emergency power generator
  - Antenna tower for communication
- Approximately 19,900 linear feet of a 16-inch water supply line from the Willow Park delivery point to the Hudson Oaks delivery point, approximately ½ mile west of the intersection of Mikus Road and I-20. The Hudson Oaks delivery point includes a meter station, communication tower, and air-conditioned electrical room.

Our proposal is based on the following assumption:

- The project serves both Willow Park and Hudson Oaks. Hudson Oaks is participating in the project via an Interlocal Agreement.
- The project is funding by the Texas Water Development Board Drinking Water State Revolving Fund, and so must meet their design and construction standards.
- Water is provided from the City of Fort Worth via separate Wholesale Agreements with both Willow Park and Hudson Oaks. Fort Worth will own and maintain a portion of the line from the connection point to the ETJ boundary, and so that portion must be designed and constructed per City of Fort Worth Water Department standards.
- Connection point to the FWWD system is at the northeast corner of I-20 and FM 3325.
- The project does NOT include property acquisition services.
- The Fort Worth connection to Willow Park delivery point portion of the project will be in private easements acquired by others. Willow Park will be



responsible for acquiring the easements, including those within Fort Worth's ETJ.

- The remaining portion of the project will align within the TxDOT I-20 ROW.
- The cities will acquire sufficient property for both delivery points. The project does include property boundary survey for both delivery point sites. Fort Worth will NOT require fee simple title to their meter site, but will require an easement and access to the site.
- The Hudson Oaks delivery point is assumed to be in the 3800 block of I-20, approximately 0.5 miles west of Mikus Road.
- The project includes one connection to the Willow Park distribution system. A 16-inch line from the Willow Park pump station to the existing 12-inch line at El Chico Trail is included. This line is approximately 3,400 LF. This line is assumed to parallel the 16-inch that delivers water to Hudson Oaks.
- The project does NOT include any additional piping and/or metering facilities to directly connect from the project to the interior distribution systems of either city, other than the 16-inch line that connects to the existing 12-inch line at El Chico Trail. Stub outs will be provided along the project for two direct connections to the Willow Park distribution system (including PRVs) – connections are to be made by others under a separate contract.
- Ground storage tank and booster pump station capacity determined by a hydraulic modeling effort completed under a separate contract.
- The Willow Park delivery point will require SCADA related communication to all three cities, and include a motor operated valve controlled by Fort Worth.
- The Hudson Oaks delivery point will require SCADA related communication to Hudson Oaks.
- Ground Storage Tank is assumed to be of steel construction with a cast in place concrete foundation. One 250,000 gallon tank will be designed as part of this project. The site will be planned for a future 250,000 gallon tank.
- Booster pump station will be designed for the following flow capacities:
  - Willow Park – Future (2040) max day demands of 3.5 mgd – per Jacobs Martin. This will be accomplished by 3 pumps at 1,300 gpm at 150 feet of TDH.
  - Hudson Oaks – Future (2035) max day demands of 3.23 mgd – per report by TNP. This will be accomplished by 3 pumps at 1,400 gpm at 200 feet of TDH.

The Hudson Oaks capacity will be achieved by a phased approach, such that the project will only provide an initial pumping capacity of 1.82 mgd. Future flow of 3.23 mgd will be achieved by either switching out pumps for larger capacities when growth demands it, or by incorporating 2 additional pump holsters in this project that will be filled at a later date.
- Booster pump station will include an air-conditioned electrical room and potable water service, but will not contain a bathroom.
- Booster pump station will be of masonry wall construction, and include some architectural enhancements.

- Booster pump station will include an overhead crane and load out dock area to facilitate pump replacement and repair.
- Fort Worth does NOT desire oversizing of their portion of the pipeline.
- Isolation valves along pipeline will be direct buried, except where motor operated.
- ARVs will be located at pipeline high points.
- Blowoff valves will be located at low points along pipeline.
- Willow Park delivery point booster pump station and 16-inch pipeline will not require surge relief.
- Willow Park delivery point site will require a standby emergency generator.
- One radio communication tower at the Willow Park delivery site will be sufficient to provide communication to all three cities' SCADA system, via radio.
- The Hudson Oaks delivery point site will also include one radio communication tower.
- The Hudson Oaks delivery point site will not include a chlorine analyzer, or any other water quality instrumentation.
- TWDB funding assistance will be performed under a separate contract, by Jacobs & Martin. This assistance includes preparation of the Engineering Feasibility Report (EFR) as required by the TWDB.
- Two bid packages will be prepared, and two contractors will construct the project. It is anticipated that one contract will consist of the Willow Park Delivery Site components and the Fort Worth portion of the pipeline. The other contract will consist of all remaining pipeline and the Hudson Oaks Delivery Site components.
- Pipeline to be installed under a Nationwide Permit 12 with the USACE. Clear Fork of the Trinity River pipeline crossing to be installed by methods other than open cut.
- A tree survey or urban forestry permit will not be required for the project.

#### **I. Preliminary Design.**

1. Preparation of the TWDB required Engineering Feasibility Report (EFR) is to be conducted by others under a separate contract. However, some support of that effort will be conducted under this Scope of Work, that includes the following:
  - a) Project specific requirements – sizing of units, etc. will be prepared for use in the EFR.
  - b) Project cost – costing of units, etc. will be prepared for use in the EFR.
2. Other Preliminary Design Tasks
  - a) Communication and Control preliminary design memo
    1. Includes development of preliminary control strategy and P&IDs.
  - b) Architectural 15% design concept for Client approval



3. Review

- a) Each report and memo prepared will be submitted to the City for review. The Communication and Control preliminary design memo will be submitted to Fort Worth for review as well. All comments will be addressed and the document finalized.

**II. Environmental.**

1. Halff will perform National Environmental Policy Act-type environmental review, as per the requirements of the TWDB Drinking Water SRF requirements.

**III. SUE.**

1. Halff will perform SUE services in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
2. Quality Level-A Utility Test Holes (Vacuum Extraction) will be performed at up to twenty (20) test holes on various locations, particularly locations where existing pipelines cross the proposed Project alignment.
3. Quality Level-B Utility Designating: Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags.
  - a) Because of limited utility record information and the possibility of non-conductive/untonable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.
4. Quality Level-C Surveying: Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well as the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by the City.
5. Quality Level-D Records Research: Available Records will be provided to Halff by the City and the City of Hudson Oaks. Halff will perform additional utility record research as needed to successfully complete the project.
  - a) Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.
6. Electronic files depicting the results of the Quality Level-B Utility Designating investigation and the Quality Level-A Test Hole Data Forms will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.



7. **Work Zone Traffic Control:** Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s), and/or engineered traffic control plans.

a) If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify the City and submit a supplemental agreement for authorization prior to proceeding with additional work.

b) Traffic control on the west bound I-20 frontage road will be provided for up to a three day lane closure, if required.

**IV. Design Surveying.** The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following will also apply.

1. Horizontal and Vertical control points shall be established such that all points of construction shall be within 300 feet of a control point. Control points should not be subject to loss during construction.

2. Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction and inspection of the project. Coverage will extend beyond the proposed easement and/or right-of-way far enough to integrate the design with the adjacent property features, including driveways and walkways.

3. A tree survey is not included in this scope of work.

4. Existing property corners, iron pins, etc. shall be to into established, existing right-of-way.

**V. Easement and Right-of-Way Documents.** A maximum of four (4) easement and/or right-of-way parcels may be required to provide easements and right-of-way for the length of the project. Upon approval of horizontal alignment, CONSULTANT shall survey, render field notes, and prepare detailed right-of-way plans and individual exhibits for all right-of-way/easement parcels. Right-of-way plans will include:

1. Right-of-Way Strip Map

a) City title block

b) Property owner name, mailing address, and volume and page of deed

c) Location of all existing property pins and monuments

d) Location of easements of record

e) Bearings and calls of existing property lines

f) Existing right-of-way and fence lines

- g) Distance to centerline of proposed water line and centerline station for one corner of each parcel
  - h) Location of proposed easement pins
  - i) Easement Area
  - j) Parcel number
  - k) A right-of-way strip map will be prepared for use by the OWNER. In addition, all of the above shall be placed on standard plan sheets (22" x 34" size) and bear the seal of a Texas Licensed Professional Engineer. Upon approval of the right-of-way map, CONSULTANT shall immediately prepare individual exhibits.
2. Individual Exhibits for each parcel shall be prepared to contain the following:
    - a) Area required
    - b) Parcel number
    - c) Property owner name, mailing address, and volume and page of deed
    - d) Existing easements
    - e) Exhibits will be drawn to scale
    - f) Location of all existing property pins and monuments
    - g) Bearings and calls of existing property lines
    - h) All of the above shall be placed on one page of 8-1/2" x 11" paper, labeled as Exhibit "B" and signed and sealed by a Texas Registered Professional Land Surveyor.
  3. Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard City of Fort Worth conveyance document as Exhibit "A". Individual parcels will be cross-referenced on the plan and profile sheets.
  4. Submit right-of-way/easement documents to the City and make necessary corrections.
  5. Upon approval of the easements by the City, the CONSULTANT shall stake and flag the easement for inspection by the appraiser and property owner. The documents, including legal description, shall be furnished to the City in Microsoft Word format.
  6. Survey will be performed in accordance with the Manual of Practice for Land Surveying in Texas for a Category 1A, Condition II survey.

## **VI. Design - General**

The Provisions in this section apply to both the pipeline and delivery points designs.

1. Design. – The design of the Project shall be in general accordance with City of Willow Park, City of Hudson Oaks, City of Fort Worth and TWDB design standards as applicable, and good engineering practices.
2. Utility Coordination. - During the design phase, the Consultant shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical. Where they are required, proposed relocations or replacements will be shown in plan and profile.
3. Specifications. - The Consultant shall prepare technical specifications required for bidding and constructing the project. Only specifications amending or supplementing COG or City of Fort Worth specifications need be furnished. Under this section, the Consultant shall also provide a listing of bid items with quantities and construction cost estimates. Specifications, bid items and quantities shall be furnished on hard copy and by electronic file in Microsoft Word and PDF formats.
4. Miscellaneous. Construction plans will address water line connection details, erosion control, general construction sequencing, traffic control, and other improvements, as needed.
5. Review Plans. – The Consultant shall develop plans, profiles and estimates of probable cost at the 30% milestone for review and comment to determine the feasibility of the project and to confirm constructability and cost before developing preliminary plans. Preliminary plans shall be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 90% and 100% milestones. Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed. The Consultant shall, in company with the City, perform at least three plans-in-hand reviews during the 30%, 60% and 90% design phases. Two additional review meetings will be held with the City of Fort Worth, regarding the pipeline in their ETJ, and the FWWD meter station.
6. Prints. – The Consultant shall provide prints of construction plans for review and permitting. Two (2) sets of plans will be submitted to the City for each review stage. The Consultant will provide utility companies with copies of 60% plans for review. The Consultant will provide prints for bidding and construction.



7. General. – Construction plans shall be furnished on 11"x17" and 22"x34" sheets. All review prints shall be furnished on 11"x17" sheets. Construction plans shall be provided to both the City and the Contractor.
8. TWDB Submittal and Coordination. – Sealed construction documents will be submitted to TWDB for review in accordance with TWDB guidelines. Bid documents will include TWDB construction requirements, etc. Consultant will also notify TWDB of construction onset and completion in accordance with Chapter 371.

## **VII. Pipeline Design**

**Construction Plans.** The Consultant shall develop pipeline construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The following particulars will also apply. The pipeline construction plans will consist of numerous sheets ordered as follows:

1. Title Sheet – (Sheet No. 1). The title sheet shall include a location map drawn to a scale of 1" = 1000', approximately ten inches square. It shall also include a sheet index with drawings numbered consecutively and without subscripts. Additionally, the title sheet shall show the project name, project number, date, City logo, Consultant's name, address, and telephone number and other items as may be specified.
2. Legend and General Notes Sheet(s). This sheet(s) will include a listing of abbreviations, legend, general notes, and key map.
3. Project Layout Sheet(s). The project layout sheet(s) shall be drawn to a scale of 1" = 200' and laid out with the north arrow pointed up on the sheet. The purpose of the project layout is to depict the project in a simplified view. Major items of work shall be shown without excessive detail.
4. Plan and Profile Sheets. Plan-profile sheets shall be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Plan-profile sheets shall be drawn to a minimum scale of 1" = 40' h and 1" = 4' v. Stationing shall be from north to south with the beginning station being set at approximately 1+00). Each plan-profile sheet should include no more than 500 feet of improvement; thus, leaving ample margins both left and right. The plan and profile station should align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project.

5. Detail Sheets. The City's standard drawings may be used as a beginning point in developing standard details for this project. They will not be simply copied, but shall be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.

## **VIII. Ground Storage Tank (GST) Design**

**Construction Plans.** The Consultant shall develop GST construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The following particulars will also apply. The GST construction plans will consist of numerous sheets ordered as follows:

1. Title Sheet – (Sheet No. 1). Same as sheet prepared under Pipeline Design
2. Legend and General Notes Sheet(s). Same as sheet prepared under Pipeline Design
3. Site Plan. The site plan shall be drawn to a scale of 1" = 40' and laid out with the north arrow pointed up on the sheet. Dimensional control will be provided for site improvements (tank, vault(s), paving, fence, etc). Proposed grading will also be shown. Stormwater runoff and tank overflow water is assumed to drain offsite over land.
4. Plan and Profile Sheets. Prepared for yard piping
5. Tank Plans, Elevations, Sections and Details. Details specific to the project, such as the tank elevation, sections, and roof plan.
6. Structural Sheets. Plans, sections and details regarding the tank floor slab design.
7. Power Supply and Electrical Sheets. Electrical plans will be provided to extend power to the tank site. For the tank site itself, the following will be provided: an electrical site plan, tank electrical plan(s) and section(s), electrical one-line diagram, appropriate schedules (panelboards, fixtures, etc), and electrical details.
8. Detail Sheets. The City's standard drawings may be used as a beginning point in developing standard details for this project. They will not be simply copied, but shall be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.



**Tank Specifications.** In addition to standard or amended COG specifications, the following supplemental specifications will be provided for the GST: Welded Carbon Steel Tanks for Water Storage, Coating for Water Storage Tank, and electrical and instrumentation specifications (up to 10 individual sections).

**Tank Level Monitoring and SCADA.** The tank construction documents will include specifications for a level element to electronically monitor the water surface elevation in the tank. Performance requirements will also be included for the installation of the necessary hardware and communications equipment to transmit the level signal to the Willow Park and Hudson Oaks SCADA systems. The signal will be integrated into both City's existing control system, and the pump control strategy will be reprogrammed to operate based on the tank water levels. Consultant will coordinate with the City's preferred Controls Integrators to identify the necessary equipment and programming services. An allowance for this work will be included as a bid item.

## **IX. Booster Pump Station Design**

**Construction Plans.** The Consultant shall develop Booster Pump Station construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The following particulars will also apply. The Booster Pump Station construction plans will consist of numerous sheets ordered as follows:

1. Title Sheet – (Sheet No. 1). Same as sheet prepared under Pipeline Design
2. Legend and General Notes Sheet(s). Same as sheet prepared under Pipeline Design
3. Site Plan. Same as sheet prepared under GST Design.
4. Pump Station Mechanical Plans, Elevations, Sections and Details. Details specific to the project, such as piping, pumps, valve, fittings, sections, and details.
5. Pump Station Structural Sheets. Plans, sections and details regarding the pump station structure.
6. Pump Station Architectural Sheets. Plans, sections and details regarding the pump station building, including the electrical room.
7. Pump Station HVAC Sheets. Plans, sections and details regarding the pump station building and electrical room.



8. Power Supply and Electrical Sheets. Electrical plans will be provided to extend power to the pump station. For the pump station itself, the following will be provided: an electrical site plan, electrical plan(s) and section(s), electrical one-line diagram, appropriate schedules (panelboards, fixtures, etc), and electrical details. Includes standby generator.
9. Detail Sheets. The City's standard drawings may be used as a beginning point in developing standard details for this project. They will not be simply copied, but shall be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.

**Pump Station Specifications.** In addition to standard or amended COG specifications, the following supplemental specifications will be provided for the Pump Station: Centrifugal Pumps, VFD (assumed VFDs for all pumps), Valves, Overhead Crane, and electrical and instrumentation specifications (up to 15 individual sections).

**Level Control and SCADA.** The pump station construction documents will include specifications for a level element to electronically monitor the water surface elevation in the tank. Performance requirements will also be included for the installation of the necessary hardware and communications equipment to transmit the level signal to the Willow Park and Hudson Oaks SCADA systems. The signal will be integrated into both Cities' existing control system, and the pump control strategy will be reprogrammed to operate based on the tank water levels. Consultant will coordinate with the City's preferred Controls Integrators to identify the necessary equipment and programming services. An allowance for this work will be included as a bid item.

#### **X. Meter Station Design – for two meter stations**

**Construction Plans.** The Consultant shall develop construction meter stations plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The following particulars will also apply. Willow Park Delivery Site meter will be per Fort Worth Standards. The meter stations construction plans will consist of numerous sheets ordered as follows:

10. Title Sheet – (Sheet No. 1). Same as sheet prepared under Pipeline Design
11. Legend and General Notes Sheet(s). Same as sheet prepared under Pipeline Design
12. Site Plans. One site is same as in GST Design (no new sheet). One will be a new site plan (for Hudson Oaks Delivery Site).

13. Meter Station Mechanical Plans, Elevations, Sections and Details. Details specific to the project, such as meter, valve, fittings, sections, and details.
14. Meter Station Structural Sheets. Plans, sections and details regarding the meter station structures.
15. Power Supply and Electrical Sheets. Electrical plans will be provided to extend power to the meter stations. For each meter station, the following will be provided: an electrical site plan, electrical plan(s) and section(s), electrical one-line diagram, appropriate schedules (panelboards, fixtures, etc), and electrical details. A pre-fabricated building will be specified for the Hudson Oaks electrical building.
16. Detail Sheets. The City's standard drawings may be used as a beginning point in developing standard details for this project. They will not be simply copied, but shall be reviewed and modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.

**Meter Station Specifications.** In addition to standard or amended COG specifications, the following supplemental specifications will be provided for the Meter Stations: Flow meters, pre-fabricated building, and electrical and instrumentation specifications (up to 5 individual sections).

**SCADA.** The meter station construction documents will include specifications for a flow element to electronically monitor the water flow rate entering each site. Performance requirements will also be included for the installation of the necessary hardware and communications equipment to transmit the flow signal to the Fort Worth, Willow Park, and/or Hudson Oaks SCADA systems. The RTU and radio at the Willow Park delivery site will be per City of Fort Worth standards. The signal will be integrated into both City's existing control system. Consultant will coordinate with the City's preferred Controls Integrators to identify the necessary equipment and programming services. An allowance for this work will be included as a bid item. SCADA equipment at the Hudson Oaks site will be contained in a air conditioned, pre-fabricated building.

## **XI. Site Civil Design**

1. Halff will perform design services for site civil design for both the Willow Park Delivery Site and the Hudson Oaks Delivery Site. Site civil design includes grading, paving, drainage, yard piping, and fencing.



## **XII. Bidding, Construction, Closure.**

1. Bidding – During the bidding phase for both projects, the Consultant will assist the City by addressing technical questions and preparing addenda. The Consultant will attend the pre-bid meeting and one additional meeting for both projects. The Consultant will evaluate bids, attend the bid opening, and prepare the bid tabulation.
2. Construction Administration –The Consultant’s design engineer and/or project manager shall attend the pre-construction meeting. The Consultant shall visit the site once per calendar month to evaluate the general progress of the construction and attend monthly construction meetings. Review samples, catalog data, schedules, shop drawings, modification results, and other submittals in accordance with the requirements of the construction Contract Documents. It is anticipated that the Consultant will review and respond to up to a total of 50 submittals. Additional authorized shop drawing submittals may be considered as a Special Service. Monthly reports shall be prepared and forwarded to the City outlining any deviations noted from the requirements of the contract documents. The Consultant will not be responsible for the contractors’ work, nor shall the Consultant be required to perform inspection services. The Consultant shall assist the City in the preparation of field changes and/or change orders which may become necessary for the orderly completion of the projects. The Consultant shall assist the City in performing final walk-through inspections and prepare a written “final punch list” for both projects. Construction services are based upon an assumed 260 calendar day construction schedule.
3. Construction Staking - During the construction phase, Halff shall provide construction staking for use by the contractor. Control monumentation set during design surveys shall be checked and/or re-established. Offset line and grade stakes for water lines, including appurtenances shall be set. A minimum of five (5) days notice must be given before start of construction staking. Any lost or destroyed stakes will be replaced at the Contractor’s expense. If requested, Halff shall verify, by survey, line and grade of the proposed improvements to assure the City that the improvements are constructed in accordance with the plans and specifications.
4. Closure – The Consultant shall prepare record drawings, incorporating all changes provided by the Contractor and known variations to provide the City the best possible set of record drawings. Final record drawings shall be furnished both electronically and on paper. Additionally, the City’s GIS maps will be updated.



**XIII. Construction Inspection Services** – Halff will conduct periodic inspections to observe the construction work for progress and quality, and to assist with assurance that the work is proceeding in accordance with the approved plans and specifications. Specifically, Halff's scope includes: (1) On-site visits to the construction site for the duration of construction, about 2 to 4 times per week. (2) Communication with the contractor as to the work schedule. (3) Preparation of site observation reports no less than monthly, including a summary of the contractor's activities with photos. (4) Email site observations and project status updates to City Administrator as needed. (5) Attend meetings with franchise utility companies, or with others as requested by the City Administrator, when necessary to discuss issues regarding the construction project. (6) Review of construction materials testing reports (7) Upon substantial completion of construction, conduct investigation of the project and assist the City in preparing the punch list of work to be done to achieve final completion.

Halff's scope does not include: (1) Full-time on-site inspection. (2) Construction materials testing for quality assurance. (3) Coordination of the construction materials testing and/or schedule.

Schedule - A Part-Time Construction Inspector, an estimated two (2) to four (4) trips per week, up to an estimated sixteen 16 hours per week will be provided for this project. A 260 day construction duration was assumed (five (5) day work week). Overtime including weekends are not included in this proposal. Additional non-working days include rain days, days too wet, and other conditions that would cause a non-working day.

**CONSULTANT SHALL NOT AT ANY TIME DIRECT, CONTROL, OR HAVE ANY AUTHORITY OVER ANY CONTRACTOR'S WORK, NOR SHALL CONSULTANT HAVE AUTHORITY OVER OR BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION SELECTED OR USED BY ANY CONTRACTOR, OR THE SAFETY PRECAUTIONS AND PROGRAMS INCIDENT THERETO, FOR SECURITY OR SAFETY AT THE PROJECT SITE, NOR FOR ANY FAILURE OF A CONTRACTOR TO COMPLY WITH LAWS AND REGULATIONS APPLICABLE TO SUCH CONTRACTOR'S FURNISHING AND PERFORMING OF ITS WORK.**

**XIV. Geotechnical Investigation.** The Consultant shall engage a geotechnical subconsultant to provide sub-surface investigations in the form of boring logs. Laboratory testing of the bored samples will provide information needed for the design and construction of the project.

**XV. Services Provided By Subconsultants**

The City will pay 110% of each subconsultant's fee to the Consultant.

- XVI. Miscellaneous.** Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee.

**Services Not Included in this Contract:**

- Water Quality sampling or analysis
- Tree Survey
- Easement Acquisition for more than four (4) parcels
- Site visits or meetings in excess of number specified

Halff Associates, Inc.

**Attachment B – Fee Summary**

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**Proposed Fee for:**

**City of Willow Park – Design, Bid, and Construction Phase Services for Fort Worth  
Wholesale Water Project**

I. Preliminary Design (Lump Sum)	\$82,300
II. Environmental (Lump Sum)	\$82,500
III. SUE (Lump Sum)	\$119,800
IV. Design Survey (Lump Sum)	\$53,600
V. Easement and ROW Documents (Lump Sum)	\$33,000
VI. Design General (Lump Sum)	\$138,900
VII. Pipeline Design (Lump Sum)	\$266,000
VIII. GST Design (Lump Sum)	\$27,700
IX. Booster Pump Station Design (Lump Sum)	\$328,700
X. Meter Station Design (Lump Sum)	\$13,600
XI. Site Civil Design (Lump Sum)	\$19,800
XII. Bidding, Construction, Closure (Lump Sum)	\$180,100
XIII. Construction Inspection Services (Hourly plus direct costs)	\$110,000
XIV. Geotechnical Investigation (Lump Sum)	\$104,200
Direct Expenses	\$14,200
<b>TOTAL:</b>	<b>\$1,573,900</b>

- Additional Services, not included in the Scope of Services (Exhibit A), will be negotiated with the Client as needed. Compensation will be based upon a mutually agreed hourly rate to be determined prior to beginning such additional service. Those hourly rates may be escalated annually over the contract length at a rate consistent with cost of living increases.
- Fees for services will be billed on a monthly basis, based on number of hours worked. The fees shown above will not be exceeded without authorization from the Client.



## EXHIBIT C

### AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Willow Park, Texas, a Political Subdivision, duly authorized to act by the City Council of said Client, hereinafter called "Client," and Halff Associates, Inc., a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

### WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

**I. Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

**II. Services to be Performed by Engineer.** Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a Political Subdivision. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

**III. Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

**IV. Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

**V. Termination of Work** - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.



**VI. Ownership of Documents** - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

**VII. Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

**VII. Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

**IX. Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

**X. Prompt Performance by Engineer.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

**XI. Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

**XII. Assignment and Delegation.** Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

**XIII. Jurisdiction and Venue** - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Parker County, Texas.

**XIV. Integration, Merger and Severability** - This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes,



represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XV. Exclusivity of Remedies** – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVI. Timeliness of Performance** - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVII. Dispute Resolution.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

**XVIII. Signatories.** The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

**XIX. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH ENGINEER'S SERVICES, ENGINEER'S AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL ENGINEER'S OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.**

**XX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS**



AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

XXI. **WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF WILLOW PARK, TEXAS

By:

Signature

Benjamin L. McGahey, P.E.

Printed Name

Director of Public Works, FTW Office

Title

Date

2/11/2019

By:

Signature

Bryan Grimes, TCMA

Printed Name

City Administrator

Title

Date



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 09, 2019	<b>Department:</b> Admin	<b>Presented By:</b> Bernie Parker
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### AGENDA ITEM:

7. Discussion/ Action: To consider and act on an amendment to an agreement with Bureau Veritas North America, Inc. regarding new plan review and inspection fees for residential construction

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### BACKGROUND:

The City of Willow Park currently contracts with Bureau of Veritas to conduct their residential plan review and residential building inspections. As a result of HB 852 this organization has revised their billing method for residential services they provide to the city. Therefore, an amendment to our current contract is required.

City Staff has revised the residential fees impacted by HB 852.  
Staff will present these proposed fees for approval to city council.

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### STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff is recommends giving authority to sign this amendment by the City Administrator.

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### EXHIBITS:

None

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



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> July 09, 2019	<b>Department:</b> Admin	<b>Presented By:</b> Bernie Parker
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### AGENDA ITEM:

8. Discussion/ Action: To consider and act on amending the City's Fee schedule regarding residential building permit fees

### BACKGROUND:

The City of Willow Park currently base residential building permit fees on the cost of a proposed structure or improvement. HB 852 prohibits this practice. This bill was signed by the governor on May 21, and is effective immediately. There is no grace period, so cities using valuation as the basis for residential permit fees must change their method for calculating fees as soon as possible.

### STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends adopting the proposed changes to the Fee Schedule.

### EXHIBITS:

HB 852  
Proposed Fee Schedule Changes

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



A. RESIDENTIAL CONSTRUCTION PLAN REVIEW AND INSPECTION FEES. NEW  
FAMILY RESIDENTIAL DWELLINGS

CONSTRUCTION OF A NEW RESIDENTIAL DWELLING

<b>NEW RESIDENTIAL CONSTRUCTION</b>	
Square Footage (S.F.)	Fee
0 – 1,500. Sq. Ft.	\$1,350
1,501 – 10,000 Sq. Ft.	\$1,350 for the first 1,500 Sq. Ft. plus \$1.48 for each additional Sq. Ft. to and including 10,000 Sq. Ft.
Over 10,000 Sq. Ft.	\$13,929 for the first 10,000 Sq. Ft. plus \$1.67 for each additional Sq. Ft. over 10,000 Sq. Ft.

B. RESIDENTIAL ALTERATION AND ADDITIONS

ALTERATIONS/ADDITION FOR RESIDENTIAL CONSTRUCTION

<b>RESIDENTIAL ALTERATIONS AND ADDITIONS</b>	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas, and similar	\$150 per trade
Other project types not listed above	\$210

C. RESIDENTIAL POOL PERMIT

<b>RESIDENTIAL ALTERATIONS AND ADDITIONS</b>	
RESIDENTIAL POOL	Fee
SWIMMING POOL PERMIT AND PLAN REVIEW	\$ 700.00 Flat Rate

AN ACT

relating to information a municipality may consider in determining the amount of certain building permit and inspection fees.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter Z, Chapter 214, Local Government Code, is amended by adding Section 214.907 to read as follows:

Sec. 214.907. PROHIBITION ON CERTAIN VALUE-BASED BUILDING PERMIT AND INSPECTION FEES. (a) In determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a municipality may not consider:

(1) the value of the dwelling; or

(2) the cost of constructing or improving the dwelling.

(b) A municipality may not require the disclosure of information related to the value of or cost of constructing or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency for participation in the National Flood Insurance Program.

SECTION 2. Section 214.907(a), Local Government Code, as added by this Act, applies only to a building permit or inspection fee assessed by a municipality on or after the effective date of this Act in connection with the construction or improvement of a residential dwelling.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as

- 28. provided by Section 39, Article III, Texas Constitution. If this
- 29. Act does not receive the vote necessary for immediate effect, this
- 30. Act takes effect September 1, 2019.

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President of the Senate

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Speaker of the House

I certify that H.B. No. 852 was passed by the House on April 16, 2019, by the following vote: Yeas 126, Nays 9, 2 present, not voting.

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Chief Clerk of the House

I certify that H.B. No. 852 was passed by the Senate on May 8, 2019, by the following vote: Yeas 29, Nays 2.

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Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

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Governor