



**City of Willow Park  
City Council  
Regular Meeting  
City Hall  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, March 8, 2016 at 7:00 p.m.  
Agenda**

**Section I – Presentations**

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

**Section II – Consent Agenda**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

**6. Approve and Act on Consent Agenda**

- A. Approve City Council Meeting Minutes – February 9 2016
- B. Approve Special City Council Meeting Minutes – February 18, 2016

**Section III- Public Works Items**

- 7. Discussion/Action: Authorize Staff and City Engineer to take all necessary actions to begin permitting process for new wastewater treatment plant including development of bid specifications and site analysis not to exceed \$50,000. (Public Works Director Steve Martin)**
  - A. Survey Results from 3/3/16 Town Hall Meeting
  - B. Receive recommendation from staff and engineers
  - C. Take action to direct staff
- 8. Discussion/Action: Take Action on a Developer's Agreement with Parker County Holdings LLC related to the development of a residential sub-division known as Meadow Place Estates (City Attorney Rider Scott) **\*\*This item may be tabled pending City Attorney Review.\*\*****

**Section IV – Planning & Development**

- 9. Discussion/Action: Hold Public Hearing and make a Recommendation on a Final Plat for Meadow Place Estates, 39.12 acres further described as a tract of land situated in the John Forman Survey,**

Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2 Trinity Meadows, an addition to the City of Willow Park, Texas, located just west of Stage Coach Estates and south of Sam Bass Road & east of Kings Gate Road.

**\*\*This item may be tabled pending City Attorney Review.\*\***

- A. Open Public Hearing
- B. Close Public Hearing
- C. Take Action

**10.** Discussion/Action: Consider a Site Plan for an approximately 3,480 square foot commercial building located at 4969 E Interstate 20. Situation in Plat info lot 1R & 2R, Block 5R El Chico Addition. Being a re-plat of lots 5-7 El Chico Addition and lots 3-5, block 73 El Chico Addition. Being 5.15 acres situated in the G&G Teeter Survey, abstract # 486 and G. N. R. R. Co Survey abstract # 1821 City of Willow Park Parker County. Zoning district C- Commercial. More commonly known as the dentist office site. (Dr. Todd Kovak/ Architect Evolutions)

**11.** Discussion/Action: Consider a Zoning change recently annexed property from R1-Residential to C-Commercial as intended by annexation. For an approximate 12.6 acre tract of land located west of 400 Crown Road, situation in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas recorded in Volume 2896, page 403. Deed records Parker County, Texas. More commonly known as the senior living campus. (Barron, Stark, Swift)

- A. Open Public Hearing
- B. Close Public Hearing
- C. Take Action

**12.** Discussion/Action: Consider a Site Plan for site an approximate 3.37 acres site including a total of 4 structures with an approximate 5,900, 5,900, 8,530, and 8,500 square foot commercial buildings. Located east of 401 Crown Pointe Boulevard. Situation in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas recorded in Volume 2896, page 403. Deed records Parker County, Texas. More commonly known as the medical office site. (Barron, Stark, Swift)

#### **Section V- General Items**

**13.** Discussion/Action: Act on Ordinance \_\_\_\_-16 To consider all matters incident and related to the issuance and sale of "City of Willow Park, Texas, support by Water Utility Fund Revenue with additional pledge support of General Fund Tax revenue and Wastewater Utility Fund Revenue if necessary, Certificates of Obligation, Series 2016", including the adoption of an ordinance authorizing the issuance of such certificates of obligation related to the Phase 2 Waterline Replacement Project

**14.** Discussion/Action: Act on Resolution \_\_\_\_-16 to consider all matters incident and related to approving and authorizing the execution of a Loan Forgiveness Agreement with the Texas Water

Development Board and related Escrow Agreement, including the adoption of a resolution pertaining thereto related to the Phase 2 Waterline Replacement Project.

15. Discussion: Receive Financial & Investment Report (Budget & Financial Analyst Candy Scott)
16. Discussion/Action: Authorize staff to proceed with selection and professional service agreement with development of a new city website (City Secretary Josh Armstrong)
17. Discussion/Action: Authorize staff to proceed with application for Staffing for Adequate Fire & Emergency Response (S.A.F.E.R.) grant from the Department of Homeland Security's Federal Emergency Management Agency (F.E.M.A.) (Fire Chief Brent Sauble)

#### **Section VI – Council Requested Items**

18. Discussion/Action: Discuss a proposed agreement with Republic Services for Solid Waste collection services (Mayor Neverdousky)
19. Discussion/Action: Discuss a proposed agreement with Waste Management for Solid Waste tipping services (Mayor Neverdousky) – **\*\*Item may be tabled pending City Attorney review\*\***
20. Discussion/Action: Interlocal agreement with Cities of Aledo, Annetta, Annetta North, Annetta South, and Hudson Oaks for regional Solid Waste collections and tipping services (Mayor Neverdousky) - **\*\*Item may be tabled pending City Attorney review\*\***
21. Discussion on any distinctions between reimbursement of expenses and compensation paid to Willow Park elected Officials. (Council Member Gene Martin)

#### **Section VII - Informational**

22. Mayor & Council Member Announcements
23. City Administrator's Report
  - A. Codification – MOU
  - B. Comptroller Transparency Stars Program

#### **Section VIII – Executive Session**

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

#### **24. Executive Session**

- A. Economic Development - Development Agreement(s)
- B. Personnel – City Administrator Agreement

**Section IX – Adjournment**

**25.** Discussion/Action: Authorize and Approve Contractual Service Agreement with Matthew Brandon Shaffstall (Mayor Neverdousky)

**26.** 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 March 4, 2016 at 6:00 pm

Josh Armstrong  
City Secretary, City of Willow Park

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 4 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



Item will be provided in  
supplemental agenda  
packet



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

**To:** Honorable Mayor Neverdousky and members of the Willow Park City Council

**From:** Matt Shaffstall, City Administrator

**Date:** March 4, 2016

**Item Number:** 7

**Subject:** Wastewater Treatment Plant

### **Detail Memo**

#### **City Council Action Requested:**

Authorize staff and the City Engineer to proceed with preliminary engineering and development of bid specifications for engineering and design of Bio-Wheel treatment plant.

Authorize staff and the City Engineer to file notice with TCEQ indicating the city has entered into planning phase for construction of new wastewater treatment plant.

Authorize the Mayor and City Attorney to negotiate with Willow Park Baptist Church to acquire additional land to expand the existing wastewater treatment plant site.

#### **Background Information:**

The Town Hall Meeting confirmed public consensus of the staff & engineer's recommendation for a Bio-Wheel treatment plant. The city should authorize the City Engineer to begin the preliminary engineering, and bid specifications required to put the treatment plant design and engineering out to bid through Request For Qualifications (RFQ). A target goal should be to release the engineering RFQ by Late May or June, with selection of a firm by July.

The Town Hall also indicated a strong desire to see the treatment plant remain at the existing location. To accommodate the public the City Council should authorize the Mayor and City Attorney to negotiate with Willow Park Baptist Church to acquire the land due east of the existing treatment plant site. The city should be prepared to offer above market rate for the land, agree to the construction of a masonry wall around the plant buildings, city participation in the construction of Crown Pointe Boulevard, and ability to provide reclaimed water for irrigation. The City Council needs to be prepared to meet on short notice to be able to act on any such negotiations.



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If the City is not able to come to agreement with Willow Park Baptist Church within 60 days the City needs to proceed with acquire the Kings Gate site or implement a moratorium on new residential construction.

**Board/Citizen Input:** Town Hall Meeting (3/3/16)

**Financial Consideration:** Engineering not to exceed \$50,000 to be paid out the wastewater fund.

The wastewater fund should pay for all treatment plant engineering, permitting, design, and construction costs.

If the city council elects the more expensive option of building at the existing site the General Fund should offset the cost difference between the Kings Gate site.

**Attachment(s):** Plumber & Associates Technical Memo, Town Hall Survey Results

**City of Willow Park, Texas  
Proposed Wastewater Treatment Plant  
Process Evaluation**

**Project No.:** 3123-001-01

**Date:** March 3, 2016

**Prepared For:** Steve Martin, Director of Public Works  
City of Willow Park

**Prepared By:** Lynsy Nagle, P.E. (TX PE 113139)  
Joshua P. Frisinger, P.E.

**cc:** Derek Turner, P.E., Jacob & Martin, Ltd.  
File



**INTRODUCTION**

The City of Willow Park, Texas (City) commissioned Alan Plummer Associates, Inc. (APAI) to evaluate treatment process options for the proposed wastewater treatment plant (WWTP). The proposed WWTP will replace the existing plant, which is nearing the end of its useful life. The existing plant has also reached more than 75 percent of its rated capacity, which triggers a Texas Commission on Environmental Quality (TCEQ) rule requiring planning for additional treatment capacity.

This memorandum provides a comparison of three treatment process options and provides an opinion of probable construction cost (OPCC), an estimate of the annualized operation and maintenance (O&M) costs for a 20-year operating period, and the associated net present worth for a 20-year term for each option. The three treatment process options compared are as follows:

- Option 1: Conventional Activated Sludge (CAS) Process
- Option 2: Bio-Wheel™ Activated Sludge Process
- Option 3: Membrane Bioreactor (MBR) System

The proposed rated capacity of the plant will be an average of 1 million gallons per day (MGD), with a maximum capacity of up to 4 MGD during a 2-hour peak flow event. The process assumptions for the basis of design in developing the options are summarized in Table 1.

# TECHNICAL MEMORANDUM

## Willow Park Wastewater Treatment Plant – Process Evaluation

**Table 1: Basis of Design Assumptions**

Parameter	Design Value
Design Flow	1 MGD
Peak 2-Hour Flow	4 MGD
Influent BOD <sub>5</sub> <sup>a</sup> Concentration	250 mg/L
Influent TSS <sup>b</sup> Concentration	250 mg/L
Influent NH <sub>3</sub> -N <sup>c</sup> Concentration	35 mg/L

### TREATMENT PROCESS OPTIONS

The three process options compared in this evaluation were selected based on their ability to meet the existing WWTP's effluent permit requirements, as well as their ability to perform nitrification or treatment of ammonia by biological conversion to nitrate (NO<sub>3</sub><sup>-1</sup>). The existing effluent permit limits are as follows:

- Carbonaceous Biochemical Oxygen Demand – 10 mg/L
- Total Suspended Solids – 15 mg/L
- Ammonia, Nitrogen – 3 mg/L

Table 2 compares the treatment processes that are included for each option compared. Figures 1, 2, and 3 illustrate the treatment process for each of Options 1, 2, and 3, respectively.

**Table 2: Treatment Process Comparison For Options 1-3**

Treatment Process	Option 1: CAS	Option 2: Bio-Wheel™	Option 3: MBR
Influent Flow Meter	X	X	X
Influent Bar Screens	X	X	X
Grit Removal	X	X	X
Flow Equalization Tank			X
Fine Screens			X
Aeration Basins	X		X
Bio-Wheel™ Basins		X	
Membrane Bioreactors <sup>d</sup>			X
Secondary Clarifiers	X	X	
Effluent Filters	X	X	
UV Disinfection	X	X	X
Post-Aeration	X	X	X
Effluent Flow Meter	X	X	X
Solids Handling & Dewatering	X	X	X

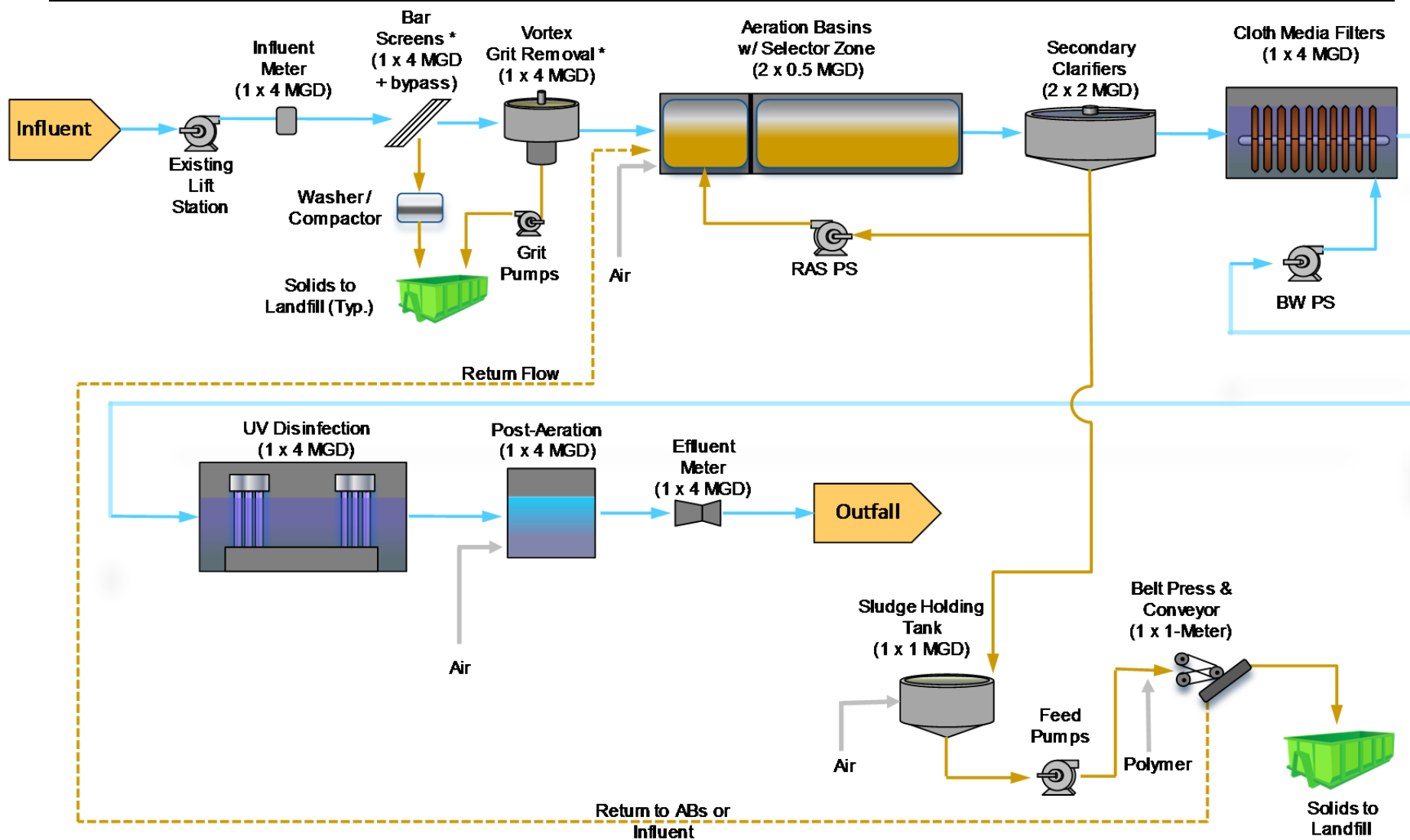
<sup>a</sup> 5-day biochemical oxygen demand – the amount of oxygen consumed by biological organisms in a sample over a 5-day period.

<sup>b</sup> Total suspended solids.

<sup>c</sup> Ammonia nitrogen.

<sup>d</sup> MBR systems require additional screening to protect the membranes, but provide treatment efficiencies that replace the need for clarifiers and filters.

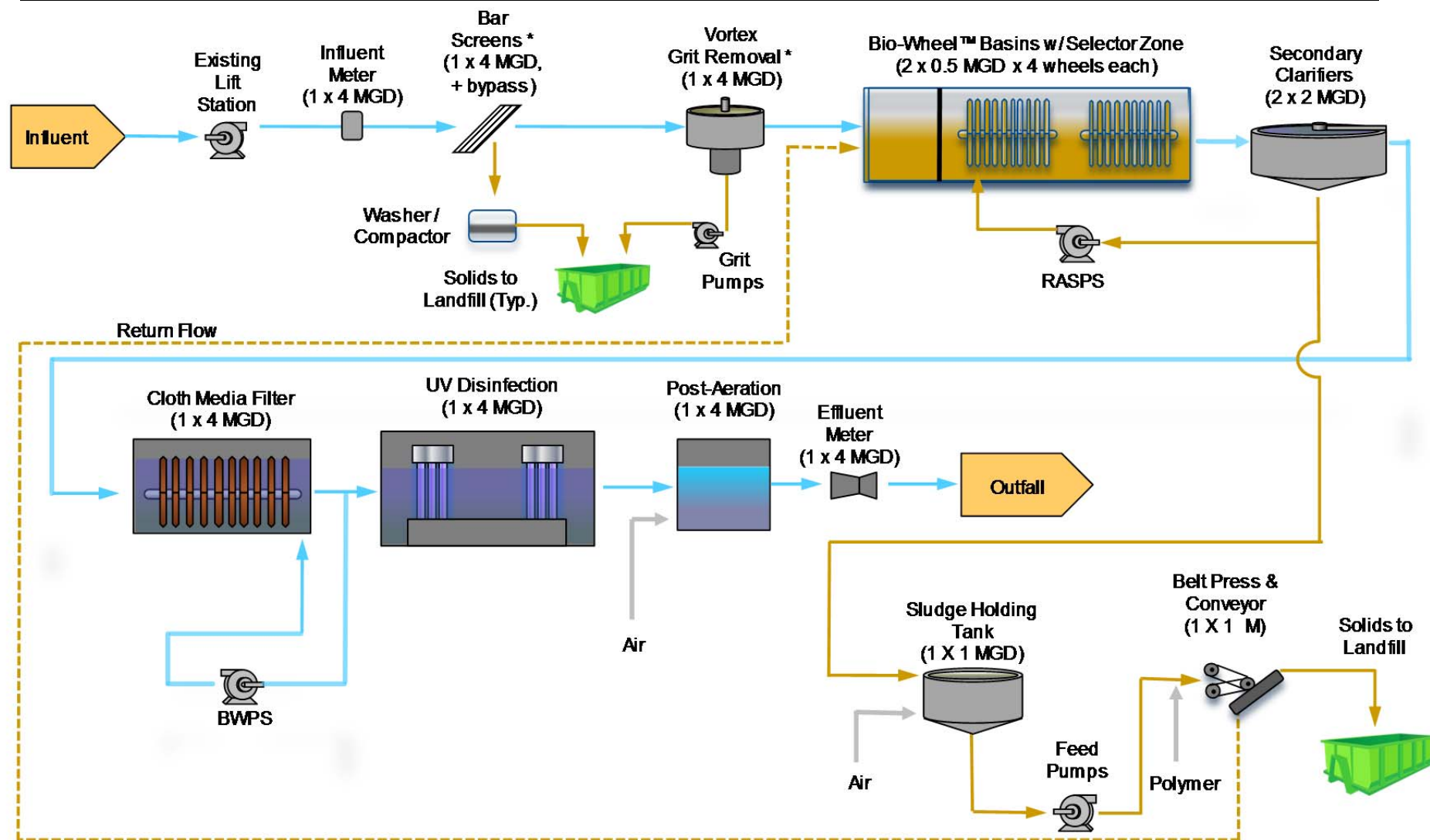
TECHNICAL MEMORANDUM  
Willow Park Wastewater Treatment Plant – Process Evaluation



\* Headspace treated by Vapex System for odor control.

Figure 1: Option 1, Conventional Activated Sludge Process Flow Diagram

TECHNICAL MEMORANDUM  
Willow Park Wastewater Treatment Plant – Process Evaluation

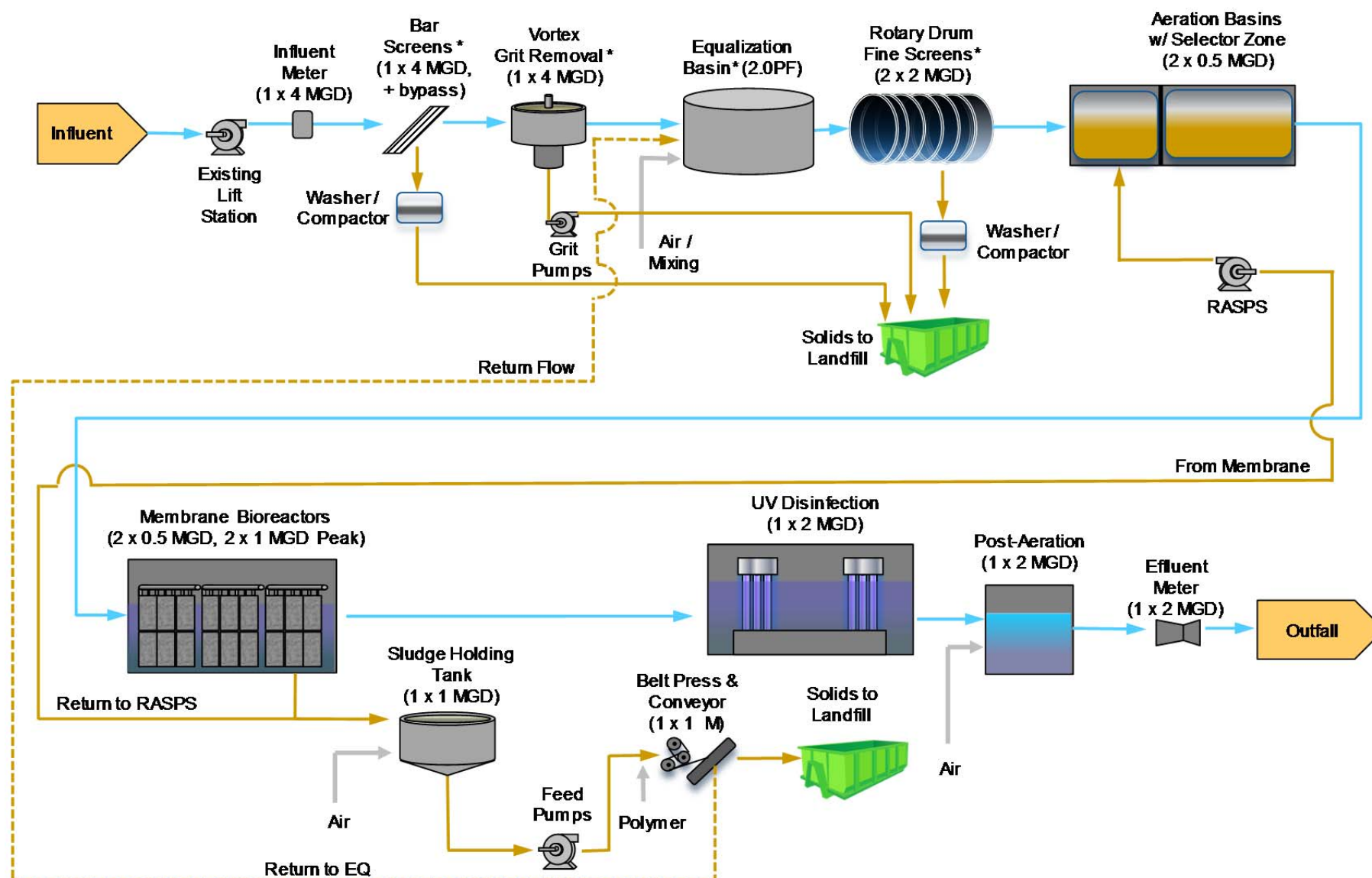


\* Headspace treated by Vapex System for odor control.

Figure 2: Option 2, Bio-Wheel™ Activated Sludge Process Flow Diagram



TECHNICAL MEMORANDUM  
Willow Park Wastewater Treatment Plant – Process Evaluation



\* Foul air to Odor Control System.

Figure 3: Option 3, Membrane Bioreactor Process Flow Diagram



## TECHNICAL MEMORANDUM

### Willow Park Wastewater Treatment Plant – Process Evaluation

Options 1 and 2 are identical, except for the aeration method in the secondary treatment biological process. Option 1 uses fine-bubble diffusers to supply oxygen, while Option 2 uses the Bio-Wheel™ process for aeration. The Bio-Wheel™ system consists of a large plastic-media wheel, which rotates through the wastewater, trapping air as it rotates above the water line, and gradually releasing the air in the form of tiny bubbles as it rotates below the water line.

Option 3 differs from Options 1 and 2 in that the MBR equipment is not capable of accepting the same average-to-peak flow ratios during peak flow events (2:1 for MBR vs. 4:1 for CAS and Bio-Wheel™) and requires a storage basin to limit the flow that goes to the MBR processes. However, MBRs are capable of providing a higher-quality effluent and do not require downstream clarification and filtration equipment.

### COMPARISON

As part of this evaluation, a preliminary opinion of probable construction cost (OPCC) was developed for each option (Table 3). In order to compare the estimated cost of ownership for the proposed WWTP for the next 20-year period, annualized O&M costs were also developed. These OPCC and annualized O&M costs were combined for each option, applying a 3-percent rate of inflation over a 20-year period, to provide a net present worth for each system (Table 4). The net present worth is the estimated cost of the construction and ownership for the indicated duration.

**Table 3: Preliminary Opinions of Probable Construction Costs for Options 1-3**

Option	Opinion of Probable Construction Cost
Option 1 – CAS with Aeration Basins	\$ 11.8M
Option 2 – CAS with Bio-Wheel™	\$ 12.5M
Option 3 – Membrane Bioreactors	\$ 22.6M

**Table 4: Preliminary Life-Cycle Costs for Options 1-3**

Option	Opinion of Probable Construction Cost	Annualized O&M Costs <sup>5</sup>	20-Year Present Worth
Option 1 – CAS with Aeration Basins	\$ 11.8M	\$ 0.40M	\$17.8M
Option 2 – CAS with Bio-Wheel™	\$ 12.5M	\$ 0.39M	\$18.4M
Option 3 – Membrane Bioreactors	\$ 22.6M	\$ 0.54M	\$30.6M

### RECOMMENDATION

Each process option presented in this memorandum is capable of providing a wastewater treatment process that will provide a discharge water quality that can meet the TCEQ's assumed water quality discharge limits. Costs for Options 1 and 2 are very similar and would provide a similar level of water quality. Option 3 is significantly more expensive because it provides a higher level of treatment. However, due to its costs Option 3 is not recommended because the water quality required for discharge into a stream or most reuse applications can be achieved using either of the other two, lower-cost options. Option 2 is recommended for the City because aeration using the Bio-Wheel™ requires fewer aeration blowers than Option 1. Consequently, Option 2 will generate less noise and will require less effort for operation and maintenance.

<sup>5</sup> Assumes 1-MGD flow each year; actual costs may be less, depending on actual flow.

**Town Hall Survey Results (3/3/16)**

<b>Plant Type</b>	<b>Black (Resident)</b>	<b>Blue (WW Customer)</b>	<b><i>Total</i></b>	<b>% of Total</b>	<b>% of Residents</b>	<b>% of Customers</b>
Traditional	2	0	2	2%	3%	0%
Bio-Wheel	74	20	94	95%	94%	100%
Membrane	1	0	1	1%	0%	0%
(Temporary) Package Plant	2	0	2	2%	3%	0%
<b><i>Total</i></b>	79	20	99			

<b>Location</b>	<b>Red (Resident)</b>	<b>Green (WW Customer)</b>	<b><i>Total</i></b>	<b>% of Total</b>	<b>% of Residents</b>	<b>% of Customers</b>
Existing Site	69	17	86	83%	83%	85%
Golf Course	4	1	5	5%	5%	5%
Kingsgate	10	2	12	12%	12%	10%
<b><i>Total</i></b>	83	20	103			

Item will be provided  
by City Attorney



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

**To:** Honorable Mayor Neverdousky and members of the Willow Park City Council

**From:** Matt Shaffstall, City Administrator

**Date:** March 3, 2016

**Item Number:** 11

**Subject:** Final Plat for Meadow Place Estates

### **Detail Memo**

**City Council Action Requested:** Continue to deny Final Plat for Meadow Place Estates on the condition that development agreement be in place to address infrastructure concerns.

**\*\*Please note** staff recommends that a developer's agreement to address infrastructure concerns be approved prior to acceptance of a final plat.

**\*\*\*Please note** a final development agreement has not been reached by the City Attorney.

### **Background Information:**

In January 2016 the City Council denied the final plat for being technically deficient. The Council stipulated that upon correct the final plat could return directly to the City Council for consideration.

The developer has since submitted utility and infrastructure plans, known as the "civils." Upon review of these documents the project raised several concerns about connecting with existing infrastructure.

A development agreement has been proposed to address the infrastructure concerns of:

1. Water/Wastewater System capacity
2. Upsizing existing sewer collection line
3. Continuation of Trinity Meadows Parkway

**Board/Citizen Input:** Item was recommended 3-2 from the Planning & Zoning Commission for Council approval pending a minor correction and a developer's agreement

**Financial Consideration:** N/A

**Attachment(s):** Final Plat







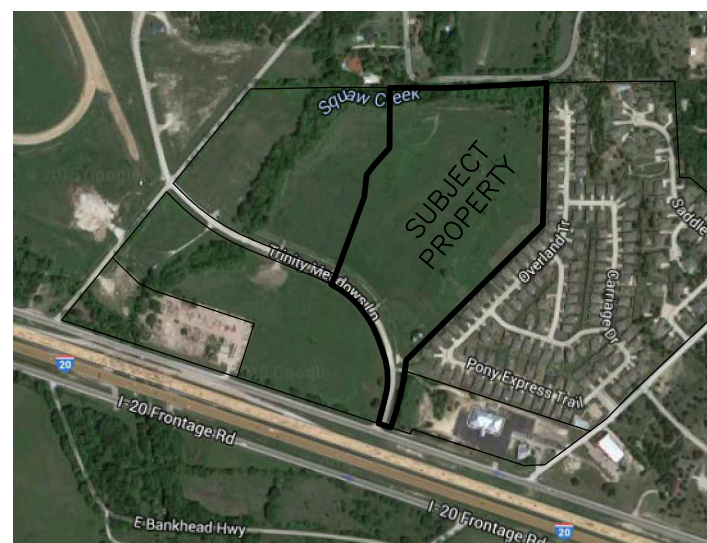


APPROVED BY THE CITY OF WILLOW PARK

APPROVED BY CITY COUNCIL  
CITY OF WILLOW PARK, TEXAS

SIGNED MAYOR DATE

SIGNED CITY ADMINISTRATOR DATE



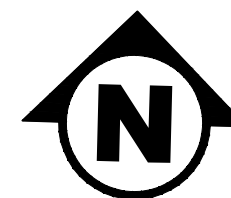
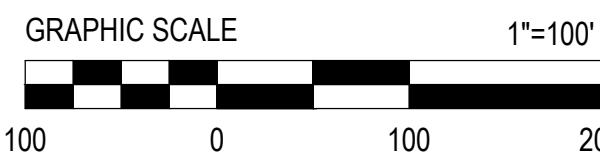
LOCATION MAP



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

**Barron-Stark-Swift**  
Consulting Engineers  
Together.

BASIS OF BEARING FOR THIS PLAT IS  
TEXAS STATE PLANE COORDINATE SYSTEM,  
NORTH CENTRAL ZONE NAD83 & NAVD88.



### FINAL PLAT

LOTS 1-21, BLOCK A  
LOTS 1-31, BLOCK B  
LOTS 1-30, BLOCK C  
LOTS 1-5, BLOCK D  
LOT 1-27, BLOCK E

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

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 2  
TRINITY MEADOWS AS RECORDED IN  
CABINET A, SLIDE 740, PLAT RECORDS, PARKER COUNTY, TEXAS  
BEING 39.12 ACRES SITUATED IN THE  
JOHN FROMAN SURVEY, ABSTRACT NO. 471

**OWNER:**  
Parker County Holdings, LLC  
5354 Airport Freeway  
Haltom City, Texas 76117  
817-371-6776

JOB No. 291-9307  
REV: JANUARY 2016

SHEET NO.

2 of 3



OWNER DEDICATION:  
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Parker County Holdings, LLC acting herein by and through its duly authorized officer, Randy Pack, does hereby certify and adopt this plat designating the hereinabove described property as Lots 1–21, Block A, Lots 1–31, Block B, Lots 1–30, Block C, Lots 1–5, Block D & Lots 1–27 Block E, Meadow Place Addition being a Re–Plat of Lot 1, Block 2, Trinity Meadows, an addition to the City of Willow Park, Texas ("City") as recorded in Cabinet A, Slide 740, Plat Records, Parker County, Texas and does hereby dedicate to the public use forever, the streets, easements, and encumbrances shown hereon.

Parker County Holdings, LLC herein certifies the following:

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

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

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Parker County Holdings, LLC – Randy Pack

STATE OF TEXAS

COUNTY OF PARKER

Before me, the undersigned authority, on this day appeared Randy Pack, known by me to be the persons whose names are subscribed to the forgoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

on the\_\_\_\_\_day of \_\_\_\_\_, 2015

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

LEGAL DESCRIPTION

Being a 39.12 acre tract of land situated in the John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2 Trinity Meadows, an addition to the City of Willow Park, Texas as recorded in Cabinet A, Slide 740, Plat Records Parker County, Texas and being more particularly described by metes and bounds as follows;

Beginning at a ½ inch found iron rod being the southwest corner of a tract of land conveyed to OakRidge Church of Christ as recorded in Volume 1895, Page 1565, Plat Records, Parker County, Texas, said point also being in the north line of Interstate Highway 20, a variable width right–of–way;

Thence North 71° 54' 58" West, with the north line of Interstate Highway 20, a distance of 94.52 feet to a ½ inch set iron rod;

Thence North 18° 05' 02" East, leaving the north line of Interstate Highway 20, a distance of 137.93 feet to a ½ inch set iron rod for the beginning of a curve to the left having a radius of 440.00 feet;

Thence along said curve to the left an arc distance of 298.94 feet, through a Central Angle of 38°55'38" whose long chord bears North 01° 22' 47" West a distance of 293.22 feet to a 1/2 inch set iron rod;

Thence North 20° 50' 36" East a distance of 66.14 feet to a ½ inch set iron rod for the beginning of a curve to the left having a radius of 555.00 feet;

Thence along said curve to the left an arc distance of 453.52 feet, through a Central Angle of 46°49'08" whose long chord bears North 44°15'10" West a distance of 441.00 feet to a ½ inch set iron rod;

Thence North 67° 39' 44" West a distance of 408.19 feet to a ½ inch set iron rod;

Thence North 22° 20' 16" East a distance of 184.31 feet to a ½ inch set iron rod;

Thence North 25° 12' 16" East a distance of 150.28 feet to a ½ inch set iron rod;

Thence North 33° 46' 14" East a distance of 750.52 feet to a ½ inch set iron rod, said iron rod being in the south line of Sam Bass Road;

Thence South 89° 40' 23" East, with the south line of Sam Bass Road, a distance of 533.18 feet to a ½" inch found iron rod;

Thence North 87° 08' 38" East, with the south line of Sam Bass Road, a distance of 557.45 feet to a ½ inch found iron rod, said point being the most northerly northwest corner of Lot 43, Block A of Stagecoach Estates Phase II, an addition to the City of Willow Park as recorded in Volume 2274, Page 46 Plat Records, Parker County Texas;

Thence South 01° 33' 48" West, with the Lot 1, Block 2/Stagecoach Estates common line, a distance of 798.00 feet to a ½ inch found iron rod;

Thence South 45° 14'16" West, continuing with the Lot 1, Block 2/Stagecoach Estates common line, a distance of 1084.04 feet to a ½ inch found iron rod for the beginning of a non–tangent curve to the right having a radius of 1400.00 feet;

Thence along said non tangent curve to the right an arc distance of 316.26 feet through a Central Angle of 12°56'35" whose long chord bears South 11° 36' 22" West a distance of 315.59 feet to a 1/2 inch set iron rod;

Thence South 18° 05' 02" West a distance of 75.00 feet to the POINT OF BEGINNING and containing 1,704,173 square feet, 39.12 acres of land, more or less.

SURVEYOR CERTIFICATE

I, Charles F. Stark, a Registgered Professional Land Surveyor in the State of Texas, hereby certify this drawing correctly reflects the facts found at the time of this survey and that this drawing correctly shows all visible easements and rights–of–way known to me at the time of this survey.

*Charles F Stark 02/02/2016*

Charles F. Stark, R.P.L.S. No. 5084

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

STATE OF TEXAS

COUNTY OF PARKER

Before me, the undersigned authority, on this day appeared Charles F. Stark, known by me to be the persons whose names are subscribed to the forgoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

on the\_\_\_\_\_day of \_\_\_\_\_, 2015

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

Line Table		
Line #	Length	Direction
L1	25.00'	N45° 14' 16"E
L5	79.89'	N87° 08' 38"E
L6	59.09'	N87° 08' 38"E
L10	37.27'	S01° 33' 48"W
L11	51.17'	S01° 33' 48"W
L12	29.22'	S45° 14' 16"W
L13	64.90'	N44° 45' 44"W
L14	20.17'	S45° 14' 16"W
L15	37.90'	N44° 45' 44"W
L16	6.05'	N88° 26' 12"W
L17	35.73'	N88° 26' 12"W
L18	34.09'	S87° 08' 38"W
L19	7.93'	S01° 33' 48"W
L20	58.38'	S79° 12' 20"W
L23	66.11'	N20° 50' 36"W
L24	26.91'	N19° 01' 20"W
L25	13.43'	N70° 58' 40"E
L26	86.61'	N87° 08' 38"E
L28	104.29'	S55° 49' 16"E
L29	68.52'	S55° 49' 16"E
L30	65.24'	S55° 49' 16"E
L31	75.00'	S44° 45' 44"E
L32	29.47'	S55° 49' 16"E
L33	27.00'	S56° 13' 46"E
L34	62.35'	S56° 13' 46"E
L37	130.25'	N45° 14' 16"E
L38	149.54'	N45° 14' 16"E
L39	7.83'	N27° 01' 00"E
L40	75.72'	N33° 46' 14"E
L41	156.04'	N33° 46' 14"E
L42	14.79'	S33° 46' 14"W
L43	18.50'	N45° 14' 16"E
L44	26.91'	N19° 01' 20"W
L45	44.39'	N01° 33' 48"E
L46	45.45'	S66° 01' 51"W

Line Table		
Line #	Length	Direction
L47	42.80'	S66° 01' 51"W
L48	35.21'	N38° 15' 50"E
L49	35.00'	N38° 15' 50"E
L50	41.29'	N33° 46' 14"E
L51	21.20'	N33° 46' 14"E
L52	38.75'	N22° 20' 16"E
L53	22.67'	N33° 46' 14"E
L54	31.34'	S20° 30' 58"E
L55	42.48'	S20° 30' 58"E
L56	27.06'	N89° 40' 23"W
L57	9.24'	S87° 08' 38"W
L58	25.56'	S70° 58' 40"W
L59	9.94'	S70° 58' 40"W
L60	7.18'	N88° 10' 03"W
L61	23.77'	N88° 10' 03"W
L62	15.48'	S70° 58' 40"W
L63	29.27'	N88° 10' 03"W
L64	4.80'	S44° 45' 44"E
L65	25.00'	S33° 46' 14"W
L66	63.75'	S22° 20' 16"W
L67	51.91'	S19° 01' 20"E

Curve Table			
Curve #	Length	Radius	Delta
C2	154.08'	780.0	011°19'05"
C3	219.65'	780.0	016°08'04"
C4	63.70'	780.0	004°40'44"
C10	32.78'	325.0	005°46'45"
C11	18.84'	251.2	004°17'54"
C12	61.48'	52.0	067°44'29"
C13	42.80'	52.0	047°09'23"
C14	44.69'	52.0	049°14'17"
C15	70.00'	52.0	077°07'42"
C16	19.28'	250.0	004°25'10"
C17	69.76'	52.0	076°52'00"
C18	51.36'	52.0	056°35'21"
C19	71.76'	52.0	079°04'22"
C20	109.18'	500.0	012°30'40"
C22	26.65'	325.0	004°41'55"
C23	24.35'	225.0	006°12'07"
C24	56.43'	200.0	016°09'59"
C25	15.43'	200.0	004°25'10"
C28	89.60'	805.0	006°22'38"
C29	87.96'	805.0	006°15'38"
C30	55.99'	475.0	006°45'13"
C31	50.28'	525.0	005°29'15"
C32	52.66'	52.0	058°01'38"
C33	52.51'	52.0	057°51'35"
C34	46.22'	52.0	050°55'45"
C35	11.96'	52.0	013°11'01"
C36	54.80'	525.0	005°58'48"
C37	4.15'	275.0	000°51'49"
C38	40.73'	805.0	002°53'57"
C39	34.92'	175.0	011°25'57"
C42	70.43'	52.0	077°36'25"
C43	26.10'	250.0	005°58'50"
C44	44.44'	250.0	010°11'08"
C45	21.63'	225.0	005°30'28"
C46	49.10'	250.0	011°15'09"
C47	41.90'	250.0	009°36'09"
C48	20.60'	475.0	002°29'06"
C49	17.36'	225.0	004°25'10"
C50	58.94'	500.0	006°45'13"
C51	39.91'	200.0	011°25'57"
C52	81.90'	225.0	020°51'17"
C53	71.86'	200.0	020°35'09"

LOT TABULATION		
LOT NO	BLOCK	AREA
1	A	11,192sf
2	A	9,800sf
3	A	9,800sf
4	A	9,103SF
5	A	49,283sf
6	A	9,450sf
7	A	9,450sf
8	A	9,450sf
9	A	9,450sf
10	A	9,457sf
11	A	14,628sf
12	A	22,918sf
13	A	25,972sf
14	A	19,942sf
15	A	18,289sf
16	A	16,698sf
17	A	14,977sf
18	A	13,257sf
19	A	11,538sf
20	A	11,628sf
21	A	11,497sf

LOT TABULATION		
LOT NO	BLOCK	AREA
1	B	11,557sf
2	B	11,459sf
3	B	10,152sf
4	B	10,119sf
5	B	10,359sf
6	B	11,015sf
7	B	20,792sf
8	B	13,681sf
9	B	9,039sf
10	B	9,100sf
11	B	9,100sf
12	B	9,100sf
13	B	9,100sf
14	B	9,100sf
15	B	9,100sf
16	B	9,100sf
17	B	9,100sf
18	B	9,100sf
19	B	11,487sf
20	B	13,428sf
21	B	12,924sf
22	B	9,118sf
23	B	9,100sf
24	B	9,100sf
25	B	9,100sf
26	B	9,100sf
27	B	9,100sf
28	B	9,522sf
29	B	17,195sf
30	B	9,560sf
31	B	12,275sf

LOT TABULATION		
LOT NO	BLOCK	AREA
1	C	10,925sf
2	C	10,009sf
3	C	9,750sf
4	C	9,750sf
5	C	9,750sf
6	C	9,750sf
7	C	9,750sf
8	C	9,750sf
9	C	10,850sf
10	C	11,168sf
11	C	9,096sf
12	C	9,100sf
13	C	9,100sf
14	C	9,100sf
15	C	9,100sf
16	C	10,862sf
17	C	13,689sf
18	C	9,111sf
19	C	9,100sf
20	C	9,110sf
21	C	12,986sf
22	C	16,015sf
23	C	9,968sf
24	C	9,100sf
25	C	9,100sf
26	C	9,100sf
27	C	9,100sf
28	C	9,100sf
29	C	9,100sf
30	C	11,019sf

LOT TABULATION		
LOT NO	BLOCK	AREA
1	D	11,216sf
2	D	11,085sf
3	D	11,995sf
4	D	13,457sf
5	D	12,898sf

LOT TABULATION		
LOT NO	BLOCK	AREA
1	E	12,544sf
2	E	9,685sf
3	E	9,100sf
4	E	9,100sf
5	E	10,777sf
6	E	12,673sf
7	E	16,606sf
8	E	15,660sf
9	E	11,090sf
10	E	9,100sf
11	E	14,344sf
12	E	14,665sf
13	E	17,503sf
14	E	11,541sf
15	E	9,100sf
16	E	9,100sf
17	E	10,240sf
18	E	10,246sf
19	E	9,241sf
20	E	11,027sf
21	E	11,296sf
22	E	9,100sf
23	E	9,100sf
24	E	9,100sf
25	E	9,100sf
26	E	9,001sf
27	E	10,673sf

FINAL PLAT

LOTS 1-21, BLOCK A  
LOTS 1-31, BLOCK B  
LOTS 1-30, BLOCK C  
LOTS 1-5, BLOCK D  
LOT 1-27, BLOCK E

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

BEING A REPLAT OF A PORTION OF LOT 1, BLOCK 2  
TRINITY MEADOWS AS RECORDED IN  
CABINET A, SLIDE 740, PLAT RECORDS, PARKER COUNTY, TEXAS  
BEING 39.12 ACRES SITUATED IN THE  
JOHN FROMAN SURVEY, ABSTRACT NO. 471

APPROVED BY THE CITY OF WILLOW PARK

APPROVED BY  
CITY COUNCIL  
CITY OF WILLOW PARK, TEXAS

SIGNED  
MAYOR  
DATE

SIGNED  
CITY ADMINISTRATOR  
DATE

**B**  
**Barron•Stark•Swift**  
Consulting Engineers  
Together.

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

OWNER:  
Parker County Holdings, LLC  
5354 Airport Freeway  
Haltom City, Texas 76117  
817-371-6776

JOB No. 291-9307  
REV: JANUAR 2016

SHEET NO.

3 of 3

BASIS OF BEARING FOR THIS PLAT IS  
TEXAS STATE PLANE COORDINATE SYSTEM,  
NORTH CENTRAL ZONE NAD83 & NAVD88.



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

**To:** Planning and Zoning Commission and City Council

**From:** Will Wakeland Planning Tech

**Date:** 3/3/2016

**Item Number:**

**Subject:** Site Plan Dentist Office

**Detail Memo**

**Action Requested:** Approve

**Background Information:** Standard Commercial site plan

**Board/Citizen Input:** Planning & Zoning Commission meeting March 7, 2016.

**Financial Consideration:** N/A

**Attachment(s):** Conceptual site plan.





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

**To:** Planning and Zoning Commission and City Council

**From:** Will Wakeland Planning Tech

**Date:** 3/3/2016

**Item Number:**

**Subject:** Zoning Change request R1- Residential to C- Commercial located west of 400 Crown Rd. Willow Park, TX.

**Detail Memo**

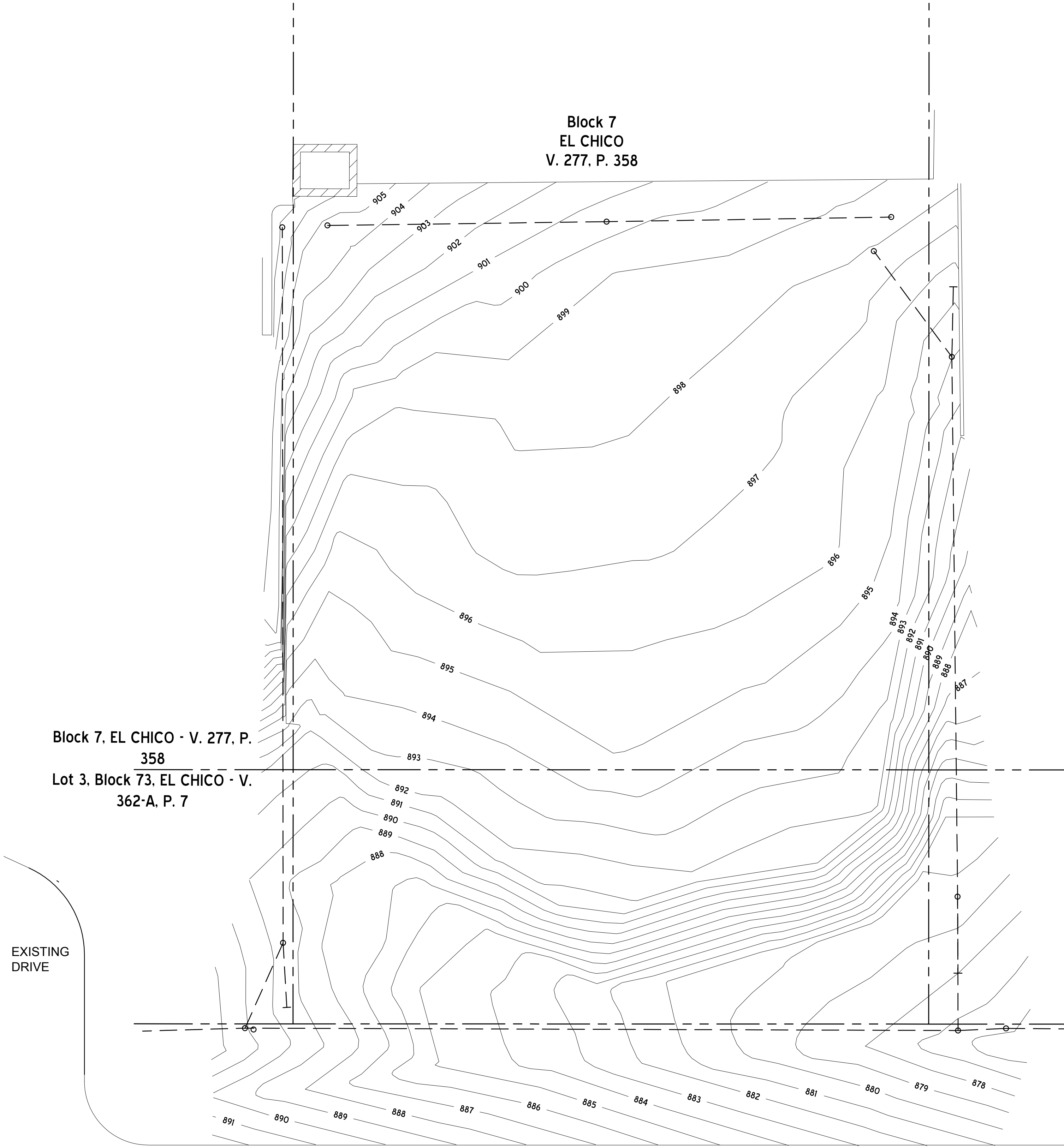
**Action Requested:** Approve

**Background Information:** Zoning change

**Board/Citizen Input:** Planning & Zoning Commission meeting March 7, 2016.

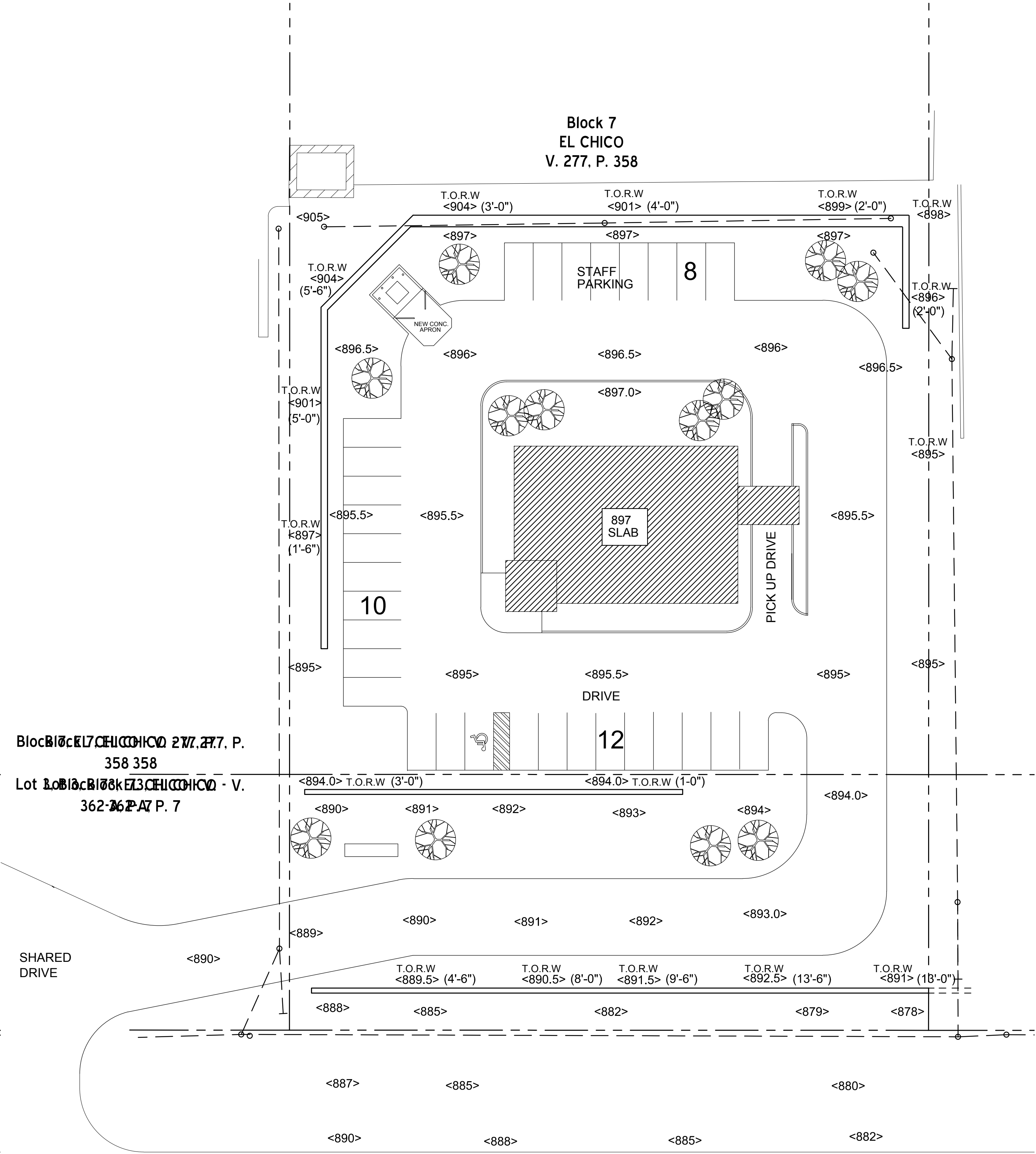
**Financial Consideration:** N/A

**Attachment(s):** Zoning change Application



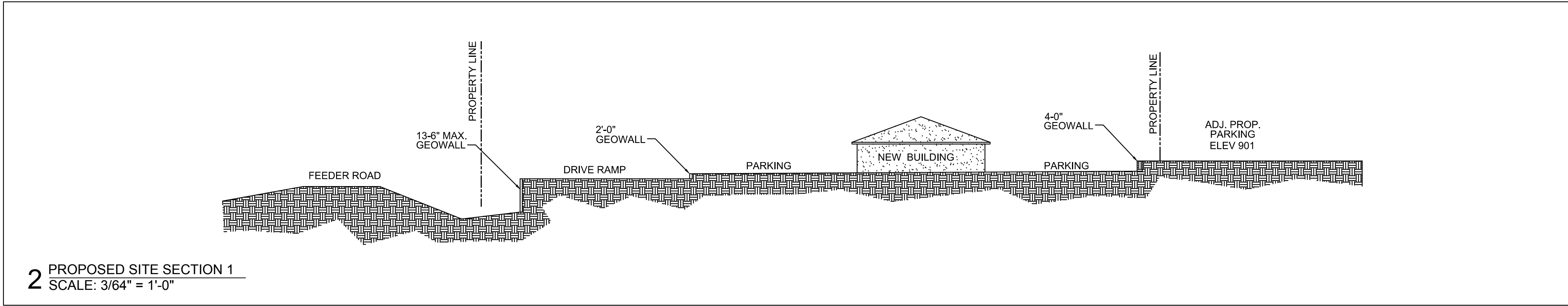
1 EXISTING SITE PLAN  
SCALE: 3/64" = 1'-0"  
N

Interstate Highway 20  
N. Service Road - Asphalt Surface  
Variable Width R.o.W. per Plat



1 PROPOSED SITE PLAN  
SCALE: 3/64" = 1'-0"  
N

Interstate Highway 20  
N. Service Road - Asphalt Surface  
Variable Width R.o.W. per Plat



2 PROPOSED SITE SECTION 1  
SCALE: 3/64" = 1'-0"

STAMP & SIGNATURE

.\Architect Ev. Logo.JPG

Todd Kovach  
Willow Park Texas

PERMIT DATE:

REVISION #1:

REVISION #2:

REVISION #3:

REVISION #4:

REVISION #5:

REVISION #6:

REVISION #7:

DRAWN BY

CHECKED BY

DATE

3/27/2015

CONTENTS

SCHEMATIC  
SITE PLAN

Sheet Number

A0.1



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

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### ZONING CHANGE REQUIREMENTS

---

Name of Applicant: BARRON, STARK & SWIFT CONSULTING ENGINEERS, LP

Mailing Address: 6221 SOUTHWEST BLVD., F.W., TX 76132  
Street City State Zip

Phone: 817-231-8100 Fax: \_\_\_\_\_ Email: chuckse@barronstark.com

Property Owner: WILLOW PARK BAPTIST CHURCH

Mailing Address: 129 S. RANCH HOUSE RD., WILLOW PARK, TX 76008  
Street City State Zip

Phone: 817-441-1596 Fax: \_\_\_\_\_ Email: clarkewillowparkbaptist.com

Location of property requesting to be re-zoned: WEST OF CROWN POINTE BOULEVARD

Intended Use of property: MEDICAL OFFICE

Current Zoning District: AG (JUST ANNEXED)

Requested Zoning District: C COMMERCIAL

Specific reason for zoning request: TO ALLOW CONSTRUCTION OF THE  
PROPOSED PROJECT

FEES: \$150 (Residential)

\$150 (Non-Residential)

Additional fees (if applicable): \_\_\_\_\_

Additional fees (if applicable): \_\_\_\_\_

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

SIGNATURE OF OWNER

SIGNATURE OF APPLICANT

DATE

11/2/15

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

WESLEY FRANKLIN SURVEY

ABSTRACT NO. 468

WILLOW PARK BAPTIST CHURCH

PROPOSED  
C ZONING  
2.02 ACRES

EXISTING  
AG ZONING

PROPOSED  
PUBLIC ROAD

EXISTING  
AG ZONING

LOT 2, BLOCK B  
CROWN POINTE ADDITION PH II

EXISTING  
C ZONING

LOT 1R, BLOCK A  
THE VILLAGE AT CROWN PARK

EXISTING  
R-3 ZONING

LOT 3, BLOCK A  
CROWN POINTE  
ADDITION PH II

LOT 4, BLOCK A  
CROWN POINTE ADDITION PH II

EXISTING  
C ZONING

LOT 2, BLOCK A  
CROWN POINTE ADDITION

LOT 1, BLOCK A  
CROWN POINTE ADDITION

CROWN POINTE BOULEVARD

INTERSTATE HIGHWAY NO. 20



GRAPHIC SCALE 1"=300'  
150 0 150 300

**Barron-Stark-Swift**  
Consulting Engineers  
Engineers

6221 Southwest Boulevard, Suite 100  
Fort Worth, Texas 76132  
(O) 817.231.8100 (F) 817.231.8144  
Texas Registered Engineering Firm F-10599  
Texas Registered Survey Firm F-10158800  
www.barronstark.com

PROPOSED C ZONING  
WESLEY FRANKLIN SURVEY, ABST. # 468  
CITY OF WILLOW PARK  
PARKER COUNTY, TEXAS

PROJECT No. 296-9325

DATE: 10/30/15

SHEET

EX1

LEGAL DESCRIPTION  
PROPOSED C COMMERCIAL ZONING

Being a 2.02 acre tract of land situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas and being a portion of the Willow Park Baptist Church of Texas tract as recorded in Volume 2896, Page 403, Deed Records Parker County, Texas, said 2.02 acres being more particularly described by metes and bounds as follows:

Beginning at a point in the west line of Crown Pointe Boulevard for the northeast corner of Lot 3, Block A, Crown Pointe Addition Phase 2, an addition to the City of Willow Park as recorded in Cabinet D, Page 232, Plat Records Parker County, Texas;

Thence South  $86^{\circ}43'19''$  West with the north line of said Lot 3, Block A, a distance of 397.50 feet to a point;

Thence North  $29^{\circ}48'47''$  West a distance of 89.42 feet to a point;

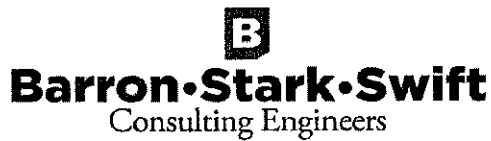
Thence South  $86^{\circ}43'19''$  West a distance of 123.75 feet to a point;

Thence North  $18^{\circ}26'18''$  West a distance of 31.37 feet to a point for the beginning of a curve to the left having a radius of 530.00 feet, a central angle of  $24^{\circ}03'42''$ , and a long chord that bears North  $59^{\circ}31'51''$  East, 220.95 feet;

Thence along said curve to the left an arc distance of 222.58 feet to a point;

Thence North  $47^{\circ}30'00''$  East a distance of 155.30 feet to a point in the west line of Crown Pointe Boulevard;

Thence South  $42^{\circ}30'00''$  East with the Crown Pointe Boulevard west line a distance of 399.43 feet to the Point of Beginning and Containing 87,995 square feet, 2.02 acres of land, more or less.



6221 Southwest Blvd, Suite 100  
 Fort Worth, TX 76132  
 817.231.8100 (t)  
 817.231.8144 (f)

Texas Registered Engineering Firm F-10998

PROJECT: Willow Park Professional Offices

Job No. : 9325

DATE: 02 Nov 2015

TO: City of Willow Park  
 Planning & Zoning Department  
 519 Ranch House Road  
 Willow Park, Texas 76087

**NOTE:** If enclosures are not as indicated below, please advise upon your receipt.

PHONE:

FAX:

☐ Acknowledge receipt

☐ Return enclosures to sender

WE TRANSMIT: ☒ Herewith

☐

Under separate cover

Via: \_\_\_\_\_

CHECK ONE

☒ Approval

☐ Distribution

☐ Per your request

☐ Revise & resubmit

☐ Review & comment

☐ Record copy

☐ Immediate attention

☐ Approved as noted

☐ Use

☐ Information

☐ Signature & return

☐

THE FOLLOWING:

QTY.	TYPE	DESCRIPTION
1		Zoning Application for 2.02 acre tract to C Commercial
1		Zoning Application Check List
1		Zoning Exhibit
1		Meets & Bounds Description
1		Application Fee in the amount of \$260.00

REMARKS:

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From: \_\_\_\_\_

CC: File

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

**To:** Planning and Zoning Commission and City Council

**From:** Will Wakeland Planning Tech

**Date:** 3/3/2016

**Item Number:**

**Subject:** Site Plan for 4 Commercial Buildings

**Detail Memo**

**Action Requested:** Approve

**Background Information:** Located east of 401 Crown Point Blvd.

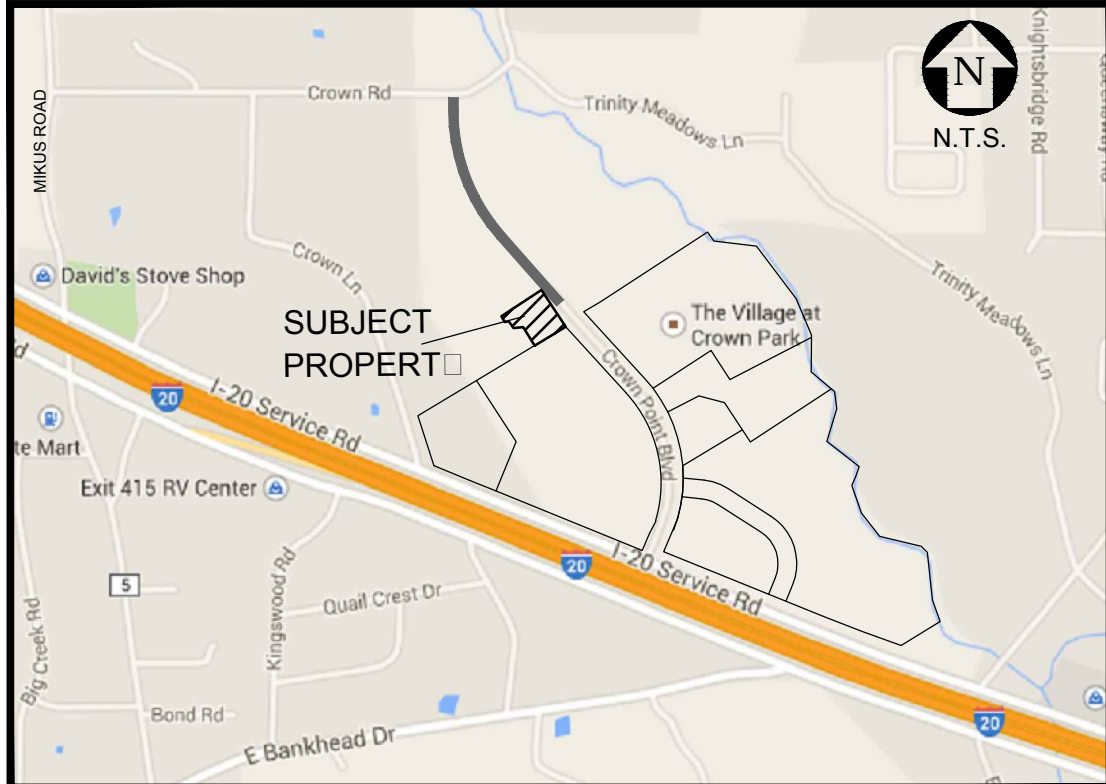
**Board/Citizen Input:** Planning & Zoning Commission meeting March 7, 2016.

**Financial Consideration:** N/A

**Attachment(s):** A. Site plan

B. Rendering Sample

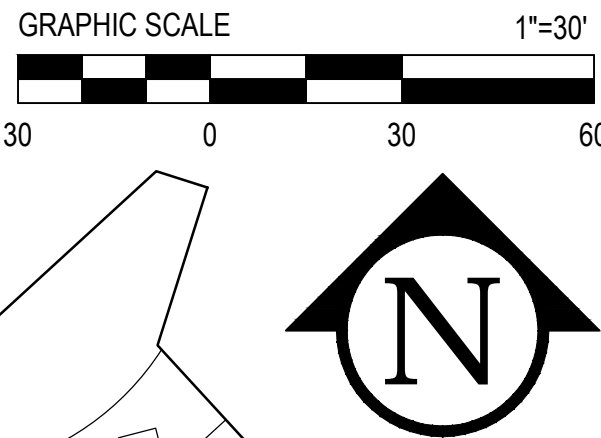




LOCATION MAP

WESLEY FRANKLIN SURVEY  
ABSTRACT No. 468

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



LEGEND	
SYMBOL	DESCRIPTION
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING SAN. SEWER MANHOLE
	EXISTING POWER POLE
	CONCRETE PAVING
	FIRE LANE
	SIDEWALK
	PROPOSED WATER VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED LIGHT POLE

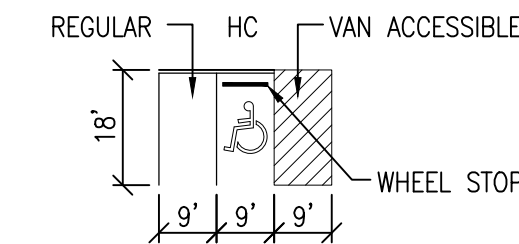
SITE PLAN DATA TABLE	
ACREAGE	3.37 ACRES
EXISTING ZONING	COMMERCIAL
PROPOSED USE	OFFICE
PROPOSED STRUCTURES	ONE (1) STORY - COMMERCIAL
F.A.R.	19.40%
PERCENT IMPERVIOUS	51.5%
PARKING REQUIRED	1 PARKING/200sf = 146 PARKING SPACE
PARKING PROVIDED	167 ( INCLUDES 9 HC)
OPEN SPACE	48.5%

GENERAL NOTES:

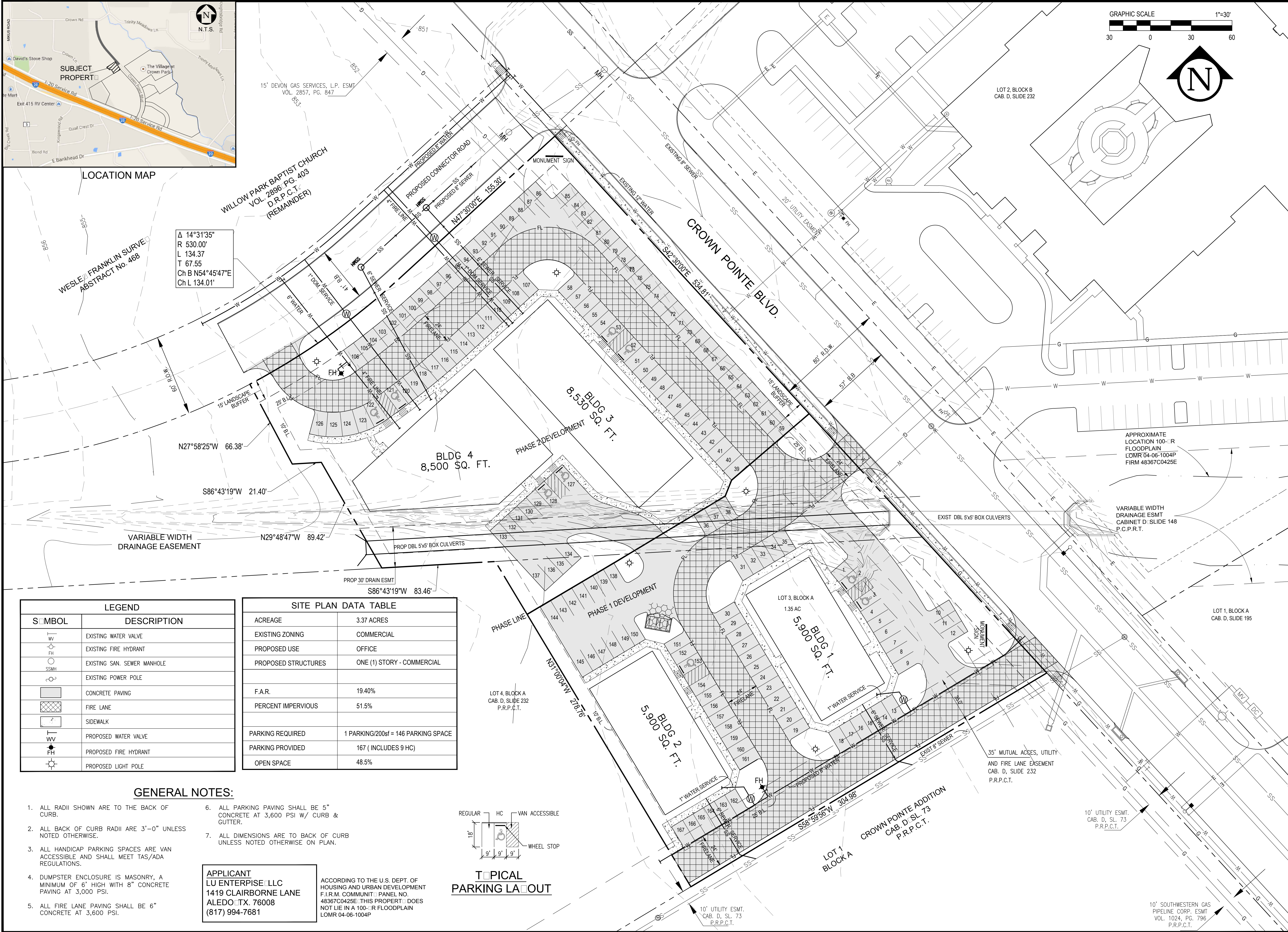
- ALL RADII SHOWN ARE TO THE BACK OF CURB.
- ALL BACK OF CURB RADII ARE 3'-0" UNLESS NOTED OTHERWISE.
- ALL HANDICAP PARKING SPACES ARE VAN ACCESSIBLE AND SHALL MEET TAS/ADA REGULATIONS.
- DUMPSTER ENCLOSURE IS MASONRY, A MINIMUM OF 6" HIGH WITH 8" CONCRETE PAVING AT 3,000 PSI.
- ALL FIRE LANE PAVING SHALL BE 6" CONCRETE AT 3,600 PSI.
- ALL PARKING PAVING SHALL BE 5" CONCRETE AT 3,600 PSI W/ CURB & GUTTER.
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE ON PLAN.

APPLICANT  
LU ENTERPRISE LLC  
1419 CLAIRBORNE LANE  
ALEDO, TX. 76008  
(817) 994-7681

ACCORDING TO THE U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT  
F.I.R.M. COMMUNITY PANEL NO.  
48367C0425E THIS PROPERTY DOES NOT LIE IN A 100-YEAR FLOODPLAIN  
LOMR 04-06-1004P



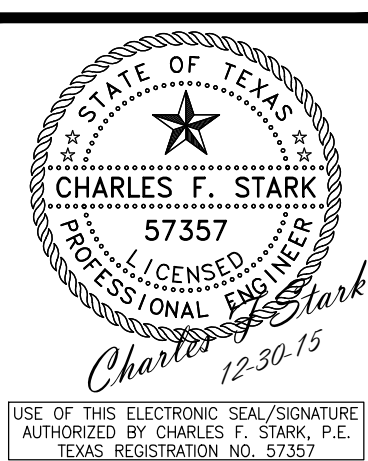
TYPICAL PARKING LAYOUT



REVISIONS	
NO.	DESCRIPTION

6221 Southwest Boulevard, Suite 100  
Fort Worth, Texas 76132  
(O) 817.231.8100 (F) 817.231.8144  
Texas Registered Engineering Firm F-10986  
Texas Registered Survey Firm F-10158800  
www.barronstark.com

**Barron-Stark-Swift**  
Consulting Engineers  
Together.



**SITE PLAN**  
**WILLOW PARK PROFESSIONAL OFFICES**  
PROPOSED LOT 3R, BLOCK A  
CROWN POINTE ADDITION - PHASE 2  
CITY OF WILLOW PARK  
PARKER COUNTY, TEXAS

CLIENT No.	296
PROJECT No.	9325
DESIGN:	CFS
DRAWN:	PWD
CHECKED:	CFS
DATE:	DECEMBER 2015

SHEET  
**C2.0**







# Willow Park, Texas

## Financing Through the Texas Water Development Board (TWDB)

March 8, 2016

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### Drinking Water State Revolving Fund (DWSRF) Program

- Annual program offering loan and loan forgiveness funding to entities throughout the State at subsidized interest rates
  - 1.25% below market
- The City applied for funding August 2015
- The City received funding commitment on December 15, 2015 for Planning, Acquisition, Design and Construction funding
  - Commitment expires December 31, 2016
- Loan commitment totaling \$1,039,350
  - \$44,350 in loan forgiveness funding
  - \$995,000 in loan funding at subsidized interest rates (1.25% below market)

### Series 2016 DWSRF Financing Terms

**\$995,000 Combination Tax & Water & Sewer System Surplus**

**Revenue Certificates of Obligation, Series 2016**

- Closing date: 4/14/2016 (subject to change)
- Interest rate range: 0.00% - 1.62%
- **True Interest Cost: 1.15%**
- First interest payment due (semi-annual): 8/15/2016
- First principal payment due (annual): 2/15/2018
- Final principal payment due: 2/15/2037
- Optional call feature: 2/15/2026 at par
- Average annual debt service (2018-2037): \$55,905

# Willow Park, Texas

## Financing Through the Texas Water Development Board (TWDB)

March 8, 2016

Final rates from TWDB as of 3.02.2016

FYE	DWSRF Debt Service			
	Principal	Interest Rate	Interest	P+I
2016	\$ -		\$ 2,920	\$ 2,920
2017	-		8,689	8,689
2018	45,000	0.000%	8,689	53,689
2019	45,000	0.000%	8,689	53,689
2020	45,000	0.000%	8,689	53,689
2021	45,000	0.000%	8,689	53,689
2022	45,000	0.040%	8,680	53,680
2023	50,000	0.260%	8,606	58,606
2024	50,000	0.470%	8,423	58,423
2025	50,000	0.640%	8,146	58,146
2026	50,000	0.780%	7,791	57,791
2027	50,000	0.920%	7,366	57,366
2028	50,000	1.030%	6,878	56,878
2029	50,000	1.110%	6,343	56,343
2030	50,000	1.200%	5,766	55,766
2031	50,000	1.290%	5,143	55,143
2032	50,000	1.380%	4,476	54,476
2033	50,000	1.430%	3,773	53,773
2034	55,000	1.480%	3,009	58,009
2035	55,000	1.530%	2,181	57,181
2036	55,000	1.580%	1,326	56,326
2037	55,000	1.620%	446	55,446
	\$ 995,000		\$ 134,711	\$ 1,129,711

**BOND DEBT SERVICE**

**Willow Park, Texas  
Combination Tax and Water and Sewer System Surplus  
Revenue Certificates of Obligation, Series 2016  
TWDB - PADC - DWSRF**

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2016			2,920.30	2,920.30
09/30/2017			8,688.50	8,688.50
09/30/2018	45,000		8,688.50	53,688.50
09/30/2019	45,000		8,688.50	53,688.50
09/30/2020	45,000		8,688.50	53,688.50
09/30/2021	45,000		8,688.50	53,688.50
09/30/2022	45,000	0.040%	8,679.50	53,679.50
09/30/2023	50,000	0.260%	8,605.50	58,605.50
09/30/2024	50,000	0.470%	8,423.00	58,423.00
09/30/2025	50,000	0.640%	8,145.50	58,145.50
09/30/2026	50,000	0.780%	7,790.50	57,790.50
09/30/2027	50,000	0.920%	7,365.50	57,365.50
09/30/2028	50,000	1.030%	6,878.00	56,878.00
09/30/2029	50,000	1.110%	6,343.00	56,343.00
09/30/2030	50,000	1.200%	5,765.50	55,765.50
09/30/2031	50,000	1.290%	5,143.00	55,143.00
09/30/2032	50,000	1.380%	4,475.50	54,475.50
09/30/2033	50,000	1.430%	3,773.00	53,773.00
09/30/2034	55,000	1.480%	3,008.50	58,008.50
09/30/2035	55,000	1.530%	2,180.75	57,180.75
09/30/2036	55,000	1.580%	1,325.50	56,325.50
09/30/2037	55,000	1.620%	445.50	55,445.50
	995,000		134,710.55	1,129,710.55

Note: Final - Closing 4/14/2016

**BOND DEBT SERVICE**

**Willow Park, Texas  
Combination Tax and Water and Sewer System Surplus  
Revenue Certificates of Obligation, Series 2016  
TWDB - PADC - DWSRF**

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Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/15/2016			2,920.30	2,920.30	
09/30/2016					2,920.30
02/15/2017			4,344.25	4,344.25	
08/15/2017			4,344.25	4,344.25	
09/30/2017					8,688.50
02/15/2018	45,000		4,344.25	49,344.25	
08/15/2018			4,344.25	4,344.25	
09/30/2018					53,688.50
02/15/2019	45,000		4,344.25	49,344.25	
08/15/2019			4,344.25	4,344.25	
09/30/2019					53,688.50
02/15/2020	45,000		4,344.25	49,344.25	
08/15/2020			4,344.25	4,344.25	
09/30/2020					53,688.50
02/15/2021	45,000		4,344.25	49,344.25	
08/15/2021			4,344.25	4,344.25	
09/30/2021					53,688.50
02/15/2022	45,000	0.040%	4,344.25	49,344.25	
08/15/2022			4,335.25	4,335.25	
09/30/2022					53,679.50
02/15/2023	50,000	0.260%	4,335.25	54,335.25	
08/15/2023			4,270.25	4,270.25	
09/30/2023					58,605.50
02/15/2024	50,000	0.470%	4,270.25	54,270.25	
08/15/2024			4,152.75	4,152.75	
09/30/2024					58,423.00
02/15/2025	50,000	0.640%	4,152.75	54,152.75	
08/15/2025			3,992.75	3,992.75	
09/30/2025					58,145.50
02/15/2026	50,000	0.780%	3,992.75	53,992.75	
08/15/2026			3,797.75	3,797.75	
09/30/2026					57,790.50
02/15/2027	50,000	0.920%	3,797.75	53,797.75	
08/15/2027			3,567.75	3,567.75	
09/30/2027					57,365.50
02/15/2028	50,000	1.030%	3,567.75	53,567.75	
08/15/2028			3,310.25	3,310.25	
09/30/2028					56,878.00
02/15/2029	50,000	1.110%	3,310.25	53,310.25	
08/15/2029			3,032.75	3,032.75	
09/30/2029					56,343.00
02/15/2030	50,000	1.200%	3,032.75	53,032.75	
08/15/2030			2,732.75	2,732.75	
09/30/2030					55,765.50
02/15/2031	50,000	1.290%	2,732.75	52,732.75	
08/15/2031			2,410.25	2,410.25	
09/30/2031					55,143.00
02/15/2032	50,000	1.380%	2,410.25	52,410.25	
08/15/2032			2,065.25	2,065.25	
09/30/2032					54,475.50
02/15/2033	50,000	1.430%	2,065.25	52,065.25	
08/15/2033			1,707.75	1,707.75	
09/30/2033					53,773.00
02/15/2034	55,000	1.480%	1,707.75	56,707.75	
08/15/2034			1,300.75	1,300.75	
09/30/2034					58,008.50

**BOND DEBT SERVICE**

**Willow Park, Texas  
Combination Tax and Water and Sewer System Surplus  
Revenue Certificates of Obligation, Series 2016  
TWDB - PADC - DWSRF**

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Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2035	55,000	1.530%	1,300.75	56,300.75	
08/15/2035			880.00	880.00	
09/30/2035					57,180.75
02/15/2036	55,000	1.580%	880.00	55,880.00	
08/15/2036			445.50	445.50	
09/30/2036					56,325.50
02/15/2037	55,000	1.620%	445.50	55,445.50	
09/30/2037					55,445.50
	995,000		134,710.55	1,129,710.55	1,129,710.55

Note: Final - Closing 4/14/2016

**BOND PRICING**

**Willow Park, Texas  
Combination Tax and Water and Sewer System Surplus  
Revenue Certificates of Obligation, Series 2016  
TWDB - PADC - DWSRF**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	02/15/2018	45,000			100.000
	02/15/2019	45,000			100.000
	02/15/2020	45,000			100.000
	02/15/2021	45,000			100.000
	02/15/2022	45,000	0.040%	0.040%	100.000
	02/15/2023	50,000	0.260%	0.260%	100.000
	02/15/2024	50,000	0.470%	0.470%	100.000
	02/15/2025	50,000	0.640%	0.640%	100.000
	02/15/2026	50,000	0.780%	0.780%	100.000
	02/15/2027	50,000	0.920%	0.920%	100.000
	02/15/2028	50,000	1.030%	1.030%	100.000
	02/15/2029	50,000	1.110%	1.110%	100.000
	02/15/2030	50,000	1.200%	1.200%	100.000
	02/15/2031	50,000	1.290%	1.290%	100.000
	02/15/2032	50,000	1.380%	1.380%	100.000
	02/15/2033	50,000	1.430%	1.430%	100.000
	02/15/2034	55,000	1.480%	1.480%	100.000
	02/15/2035	55,000	1.530%	1.530%	100.000
	02/15/2036	55,000	1.580%	1.580%	100.000
	02/15/2037	55,000	1.620%	1.620%	100.000
		995,000			

Dated Date	04/14/2016	
Delivery Date	04/14/2016	
First Coupon	08/15/2016	
Par Amount	995,000.00	
Original Issue Discount		
Production	995,000.00	100.000000%
Underwriter's Discount		
Purchase Price	995,000.00	100.000000%
Accrued Interest		
Net Proceeds	995,000.00	

Note: Final - Closing 4/14/2016



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CERTIFICATE ORDINANCE

\$995,000  
CITY OF WILLOW PARK, TEXAS  
COMBINATION TAX AND WATER AND SEWER SYSTEM  
SURPLUS REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2016

Adopted: March 8, 2016

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ORDINANCE NO. \_\_\_\_-16

AN ORDINANCE authorizing the issuance of "CITY OF WILLOW PARK, TEXAS, COMBINATION TAX AND WATER AND SEWER SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates; and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and providing an effective date

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City has received a loan commitment from the Board for financial assistance in the amount of \$995,000 to finance the costs of constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, and such financial assistance is to be evidenced by the Board's purchase of certificates of obligation payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and a pledge of the Net Revenues (as defined in Section 10 hereof) of the City's combined Waterworks and Sewer System; and

WHEREAS, notice of intention to issue such certificates of obligation (stating the time and place the Council proposed to authorize the issuance of such certificates, the maximum amount proposed to be issued, the purpose thereof and the manner in which the Council proposed to provide for the payment of such certificates) has been published in the Weatherford Democrat, a newspaper hereby found to be of general circulation in the City of Willow Park, Texas, on January 14, 2016 and January 21, 2016 and in The Community News, a newspaper hereby found to be on general circulation in the City of Willow Park, Texas, on January 15, 2016 and January 22, 2016, the date of the first publication in each of the newspapers being at least thirty-one (31) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice and bearing valid petition signatures of 5% or more of the qualified electors of the City, has been presented to or filed with the City Secretary on or prior to the date of the passage of this ordinance; and

WHEREAS, pursuant to authority conferred by the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, the City Council hereby finds and determines the certificates of obligation described in such notice should be authorized for issuance and delivery to the Board at this time in the amount and manner hereinafter provided; now, therefore,

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$995,000, to be designated and bear the title "CITY OF WILLOW PARK, TEXAS,

COMBINATION TAX AND WATER AND SEWER SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving municipal water system property or facilities and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates shall be issued as fully registered obligations, shall be dated February 15, 2016 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2018	\$ 45,000	0.00%
2019	45,000	0.00%
2020	45,000	0.00%
2021	45,000	0.00%
2022	45,000	0.04%
2023	50,000	0.26%
2024	50,000	0.47%
2025	50,000	0.64%
2026	50,000	0.78%
2027	50,000	0.92%
2028	50,000	1.03%
2029	50,000	1.11%
2030	50,000	1.20%
2031	50,000	1.29%
2032	50,000	1.38%
2033	50,000	1.43%
2034	55,000	1.48%
2035	55,000	1.53%
2036	55,000	1.58%
2037	55,000	1.62%

The Certificates shall bear interest on the unpaid principal amount from the date of delivery to the initial purchaser (which date shall be the registration date appearing on the "Registration Certificate of Paying Agent/Registrar" typed or printed on the global Certificates deposited with The Depository Trust Company ("DTC") and noted in the records of the Paying/Agent Registrar) at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on August 15, 2016, and each February 15 and August 15 thereafter until maturity or prior redemption.

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

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

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices in Salt Lake City, Utah (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Board is the registered owner of the Certificates, payments on the Certificates shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class

postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 2027, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2026, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

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

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

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

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every registered owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

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

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates



registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 23 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of an unredeemed balance of a Certificate called for redemption in part.

**SECTION 6: Book-Entry-Only Transfers and Transactions.** Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

The City agrees it will not discontinue its use of the DTC Book-Entry-Only System with respect to the Certificates without prior notice to and consent from the Board while the Board is the Holder of any of the Certificates.

**SECTION 7: Execution - Registration.** The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial

purchaser, and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

**SECTION 8: Initial Certificate(s).** The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificate(s) shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

**SECTION 9: Forms.**

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

The Certificates, including the Initial Certificate(s), shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WILLOW PARK, TEXAS,  
COMBINATION TAX AND WATER AND SEWER SYSTEM  
SURPLUS REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2016

Certificate Date:  
February 15, 2016

Interest Rate:  
\_\_\_\_\_%

Stated Maturity:  
February 15, 20\_\_

CUSIP NO:

Registered Owner:

Principal Amount:

The City of Willow Park (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Parker, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificates to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2016, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner

hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$995,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving municipal water system property or facilities and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after February 15, 2027, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2026, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

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

shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and, together with the Previously Issued Obligation (identified and defined in the Ordinance), are additionally payable from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Previously Issued Obligations and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of

such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

CITY OF WILLOW PARK, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER )  
 )  
OF PUBLIC ACCOUNTS ) REGISTER NO. \_\_\_\_\_  
 )  
THE STATE OF TEXAS )

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

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated offices of the Paying Agent/Registrar located in Salt Lake City, Utah, is the "Designated Payment/Transfer Office" for this Certificate.

AMEGY BANK, A DIVISION OF ZB, NATIONAL  
ASSOCIATION, Plano, Texas,  
as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number: )

) the within Certificate and all  
rights thereunder, and hereby irrevocably constitutes and appoints

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

DATED:

Signature guaranteed:

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

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this  
Section, except that the form of a single fully registered Initial Certificate shall be modified as  
follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED  
NO. T-1

REGISTERED  
\$995,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WILLOW PARK, TEXAS,  
COMBINATION TAX AND WATER AND SEWER SYSTEM  
SURPLUS REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2016

Certificate Date: February 15, 2016

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: NINE HUNDRED NINETY-FIVE THOUSAND DOLLARS

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



YEAR

PRINCIPAL  
INSTALLMENTS

INTEREST  
RATE

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2016, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by Amegy Bank, a division of ZB, National Association, Plano, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Salt Lake City, Utah (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**SECTION 10: Definitions.** For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Obligations and the Certificates.

(b) The term "Certificates" shall mean the \$995,000 "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2016" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month financial accounting period used for the System ending each year on September 30th.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other authorized securities or obligations under applicable law that may be used to defease obligations such as the Certificates.

(g) The term "Gross Revenues" for any period shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System.

(h) The term "Maintenance and Operating Expenses" shall mean all current expenses of operating and maintaining the System as authorized by the provisions of Texas Government Code, Chapter 1502, as amended, including but not limited to, all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

(i) The term "Net Revenues" for any period shall mean the Gross Revenues of the System, with respect to any period, after deducting the System's Maintenance and Operating Expenses during such period.

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

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates paid in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 23 hereof.

(k) The term "Previously Issued Obligations" shall mean the outstanding "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2014", dated February 15, 2014, originally issued in the principal amount of \$685,000.

(l) The term "Prior Lien Obligations" shall mean (i) all revenue bonds or other obligations hereafter issued that are payable solely from and secured only by a lien on and pledge of the Net Revenues of the System and (ii) all obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Previously Issued Obligations and the Certificates.

(m) The term "System" shall mean all properties, real, personal, mixed or otherwise, now owned by or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with the Waterworks and Sewer System of the City, and anywise appertaining thereto, whether situated within or without the limits of said City.

**SECTION 11: Certificate Fund.** For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2016 COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at a depository of the City. The Mayor, Mayor Pro Tem, City Administrator and City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said

Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

#### SECTION 12: Tax Levy.

(a) To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates are Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

(b) Notwithstanding the provisions of paragraph (a) above of this Section 12:

(1) if Net Revenues of the System hereinafter pledged to the payment of the Certificates or any other legally available funds are actually on deposit in the Certificate Fund in advance of the time ad valorem taxes are scheduled to be levied for any year, then the amount of taxes otherwise required to be levied for such year pursuant to (a) above may be reduced to the extent and by the amount of the funds then on deposit in the Certificate Fund; or

(2) if the City's annual budget provides for the Net Revenues of the System to pay the Debt Service Requirements of the Certificates to become due and payable during the budget year thereby reducing the amount of ad valorem taxes to be levied in such year for the Certificates, then:

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations, the Previously Issued Obligations and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt

and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Certificate Fund for the payment of the Certificates; and

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System that produce Net Revenues in an amount not less than 1.10 times the debt service payments for all outstanding water or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

**SECTION 13: Pledge of Surplus Net Revenues.** The City hereby covenants and agrees that, subject only to a prior lien on and pledge of the Net Revenues of the System for the payment and security of Prior Lien Obligations, the Net Revenues of the System, with the exception of those in excess of the amounts required to be deposited to the Certificate Fund as hereafter provided, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Previously Issued Obligations, the Certificates and Additional Obligations, as herein provided, and the pledge of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

Texas Government Code, Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

**SECTION 14: System Fund.** The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "City of Willow Park Waterworks and Sewer System Fund" (hereinafter called the "System

Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the amounts pledged to the payment of the Previously Issued Obligations, the Certificates (the Certificate Fund) and Additional Obligations.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be used for the redemption of the Certificates or may be transferred to the general fund of the City and used for general or special purposes.

**SECTION 15: Deposits to Certificate Fund.** The City hereby covenants and agrees to cause to be deposited to the credit of the Certificate Fund prior to each principal and interest payment date for the Certificates from the pledged Net Revenues of the System in the System Fund, after the deduction of all payments required to be made to the special Funds or accounts created for the payment and security of the Prior Lien Obligations, an amount equal to one hundred per centum (100%) of the amount required to fully pay the interest and principal payments then due and payable on the Certificates, such deposits to pay accrued interest and maturing principal on the Certificates to be made in substantially equal monthly installments on or before the 1<sup>st</sup> day of each month beginning on or before the 1<sup>st</sup> day of the month following the date of delivery of the Certificates to the initial purchaser.

The monthly deposits to the Certificate Fund, as hereinabove provided, shall be made until such time as such Fund contains an amount equal to pay the principal of and interest on the Certificates to maturity. Ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates may be taken into consideration and reduce the amount of the monthly deposits otherwise required to be deposited in the Certificate Fund from the Net Revenues of the System. In addition, any proceeds of sale of the Certificates in excess of the amount required to pay the contractual obligations to be incurred (including change orders to a construction contract) shall be deposited in the Certificate Fund, which amount shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

**SECTION 16: Security of Funds.** . All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall, to the extent not insured by the Federal Deposit Insurance Corporation, be secured by direct obligations of the United States in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties and comply with all license and regulatory requirements imposed by state and federal laws with respect to the operation and maintenance of the System. The City further agrees and covenants, while the Certificates are held by the United States of America, to annually furnish to the current servicing office as designated by the United States of America, a list of insurance policies covering the properties of the System, setting out as to each policy the amount thereof, the risk covered, the name of the insurer and the policy's expiration date.

SECTION 18: Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Copies of each annual audit shall be furnished to the Executive Director of the Municipal Advisory Council of Texas at his office in Austin, Texas, to the current servicing office as designated by the United States of America while the Certificates are held by the United States of America, and, upon written request, to any Holder of 20% or more in principal amount of the Certificates.

SECTION 19: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the owner or owners of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Sections 1502.056 and 1502.058 and Texas Local Government Code, Sections 271.041, et seq.

(b) Other than for the payment of the Previously Issued Obligations, the Certificates and the outstanding City of Willow Park, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

**SECTION 21: Issuance of Prior Lien Obligations/Additional Obligations.** The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue Additional Obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Obligations and the Certificates.

**SECTION 22: Application of Prior Lien Obligations Covenants and Agreements.** It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

**SECTION 23: Mutilated - Destroyed - Lost and Stolen Certificates.** In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.



**SECTION 24: Satisfaction of Obligation of City.** If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

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

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

**SECTION 25: Ordinance a Contract - Amendments.** This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 41 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the

principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Covenants to Maintain Tax-Exempt Status.

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

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchaser against payment therefor.

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

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

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

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

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

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

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

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

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on (1) any Certificate issued hereunder or (2) any series of bonds or obligations issued or incurred by the Board or the Texas Water Resources Finance Authority to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal

income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section:

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

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

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

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

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

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

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

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Account or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that

reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Administrator, and City Secretary, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2016 will not exceed \$10,000,000.

(l) Nonpurpose Investments. No portion of the proceeds of the Certificates will be used, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments which produce a yield materially higher than the yield on the Board's bonds that were issued to provide financing for the Certificates (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(1) proceeds of the Board's Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of investment by the Board) until such proceeds are needed for the facilities to be financed;

(2) amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the IRS Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Certificates, 125% of average annual debt service on the Certificates, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Certificates.

SECTION 27: Confirmation of Sale. The sale of the Certificates to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par, less a loan origination fee of 2.25%, pursuant to a loan commitment received from the Purchasers, is hereby confirmed and determined to be in the best interest of the City. Delivery of said Certificates shall be made to said Purchasers as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

SECTION 28: Compliance with State Revolving Loan Fund Rules. In compliance with the State Revolving Loan Fund Permanent Rules of the Board, the City agrees and covenants:

(a) to keep and maintain full and complete records and accounts pertaining to the construction of the project financed with the proceeds of sale of the Certificates, including the

construction fund account created below, in accordance with the standards set forth by the Government Accounting Standards Board;

(b) to create and establish at an official depository of the City a "Special 2016 City of Willow Park Loan Construction Fund" (the "Construction Fund") for the receipt and disbursement of all proceeds from the sale of the Certificates and all other funds acquired by the City in connection with the planning and construction of the projects financed, in whole or in part, by the Board pursuant to a loan evidenced by the Certificates and all funds deposited to the credit of the Construction Fund shall be disbursed only for the payment of costs and expenses incurred in connection with the planning and building of such projects as approved by the Board and as otherwise allowed by the rules;

(c) upon completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Certificates, to provide (i) to the Executive Administrator of the Board a complete set of as-built drawings and (ii) to the Board a final accounting of the total costs of the projects. If the projects as finally completed were built at a total cost less than the amount of available funds for building the projects, then the City may use such surplus proceeds of the Certificates remaining after completion of the projects for the following purposes as approved by the Executive Administrator: (1) to redeem Certificates, in inverse annual order of stated maturities, (2) to deposit into the Certificate Fund for the payment of capitalized interest or principal on the Certificates or (3) to pay eligible project costs as authorized by the Executive Administrator. In determining the amount of available funds for building the project, the City agrees to account for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Board, all other funds available from the projects as described in the project engineer's or fiscal representative's sufficiency of funds statement and all interest earned by the City on money in the Construction Fund;

(d) to provide funds statement and all interest earned by the City on money in the Construction Fund;

(e) to maintain adequate insurance coverage customarily maintained by municipal corporations on the projects financed with the proceeds of the Certificates in amounts adequate to protect the Board's interest;

(f) to maintain current, accurate and complete records and accounts necessary to demonstrate compliance with financial assistance related legal and contractual provisions;

(g) to implement any water conservation program required by the Board until all financial obligations to the State have been discharged;

(h) to comply with any special conditions specified by the Board's environmental determination until all financial obligations to the State have been discharged;

(i) to abide by the Board's rules and relevant state statutes, including the Texas Water Code, Chapters 15, 16 and 17;

(j) to furnish a copy of each annual audit to the Texas Water Development Board, Attention: Financial Compliance Division, not later than 120 days following the close of the Fiscal Year;

(k) Proceeds of the Certificates shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project;

(l) that the use of Certificate proceeds will meet the requirements of Section 513 of the Federal Water Pollution Control Act 33 U.S.C. 1372 as it applies to the construction of treatment works funded in whole or part with financial assistance from the State Revolving Fund. All laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The recipient, all contractors, and all sub-contractors shall ensure that all projects mandate compliance with Davis-Bacon.

(m) All Certificate proceeds will be timely and expeditiously used, as required by federal statute and EPA regulations and the City agrees and covenants to adhere to a project schedule, accepted to the Executive Administrator, that facilitates the timely use of funds and project completion;

(n) The Board may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the Board's full exercise of these remedies shall be of no force and effect;

(o) Prior to any action by the City to convey the project (including the related obligation to repay the Certificates) to another entity, the conveyance and assumption must be approved by the Board; the City notify the Board's Executive Administrator prior to taking actions to alter the City's legal status in any manner, including any transfer of substantially all of its assets to another entity;

(p) The City will not acquire any of the Board's bonds that were issued to provide financing for the Certificates in the amount of the Certificates to be acquired from the City by the Board; and

(q) The City shall provide the Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282 (the "FFATA Act") and, pursuant to the FFATA Act, the City shall obtain a Data Universal Numbering System ("DUNS") Number and shall register the System for Award Management ("SAM"), and maintain current registration at all times while the Certificates are outstanding.

(r) The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 2014 Appropriations Act and related State Revolving Fund Policy Guidelines.

SECTION 29: Proceeds of Sale. (a) Immediately following the delivery of the Certificates to the initial purchaser, the proceeds of sale (less amounts to pay costs of issuance) shall be deposited in an account to be maintained at Amegy Bank, a division of ZB, National



Association, Houston, Texas (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An "Escrow Agreement" by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The Mayor and Mayor Pro Tem and City Secretary of the City are hereby authorized and directed to execute such Agreement for and on behalf of the City and as the act and deed of the City Council.

Upon the release of funds from such escrow account maintained pursuant to the "Escrow Agreement", the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, the amounts deposited to the credit of the Construction Fund may be invested in accordance with laws of the State and investment policies and guidelines of the City for such type funds, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. All surplus proceeds of sale of the Certificates, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 25 hereof shall be deposited to the credit of the Certificate Fund.

(b) As provided in the Escrow Agreement, the proceeds of sale of the Certificates are held in escrow shall only be invested in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended.

(c) As provided in the Escrow Agreement, the proceeds of sale of the Certificate held in escrow pursuant to the Escrow Agreement and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of the Escrow Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, as amended.

**SECTION 30: Control and Custody of Certificates.** The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

**SECTION 31: Notices to Holders - Waiver.** Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

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

SECTION 32: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 33: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC.

SECTION 34: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 35: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 36: Inconsistent Provisions. Except as provided in Section 19 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 37: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 38: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 39: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 40: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 41: Continuing Disclosure Undertaking.

(a) *Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) *Annual Reports.* The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2015, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) *Notice of Certain Events.* The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) *Filings with the MSRB.* All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON,

IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**SECTION 42: Further Procedures.** The Mayor, Mayor Pro Tem, City Administrator and City Secretary of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Administrator, and City Secretary, of the City and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 43: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 44: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

*[remainder of page left blank intentionally]*

PASSED AND ADOPTED, this March 8, 2016.

CITY OF WILLOW PARK, TEXAS

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Mayor

ATTEST:

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City Secretary

(City Seal)



**Exhibit A  
to  
Ordinance**

**PAYING AGENT/REGISTRAR AGREEMENT**

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of March 8, 2016 (this "Agreement"), by and between Amegy Bank, a division of ZB, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank") and the City of Willow Park, Texas (the "Issuer"),

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2016" (the "Securities"), dated February 15, 2016, such Securities scheduled to be delivered to the initial purchasers thereof on or about April 14, 2016; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

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

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

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

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

## ARTICLE TWO DEFINITIONS

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

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

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

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means First Southwest, a division of Hilltop Securities Inc.

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

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

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

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

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

matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

### **ARTICLE THREE PAYING AGENT**

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

AMEGY BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION  
One South Main Street, 17th Floor  
Salt Lake City, UT 84133

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

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

### **ARTICLE FOUR REGISTRAR**

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

regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE FIVE THE BANK**

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

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

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,



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

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

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

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

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

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

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

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

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

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

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

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

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

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the designated corporate trust office.

**Section 5.08 DTC Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and

records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

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

**Section 6.12 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[remainder of page left blank intentionally]*

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

AMEGY BANK, A DIVISION OF ZB,  
NATIONAL ASSOCIATION

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

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

ATTEST:

Address: 2601 Dallas Parkway  
Plano, Texas 75093

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

CITY OF WILLOW PARK, TEXAS

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

Address: 516 Ranch House Road  
Willow Park, Texas 76087

ATTEST:

\_\_\_\_\_  
City Secretary

**Exhibit B  
to  
Ordinance**

**ESCROW AGREEMENT**



## ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of March 8, 2016, made by and between the City of Willow Park, Texas, a political subdivision of the State of Texas in Parker County (the "City"), and Amegy Bank, a division of ZB, National Association, Plano, Texas, as Escrow Agent (the "Escrow Agent") together with any successor in such capacity:

### W I T N E S S E T H:

WHEREAS, pursuant to an ordinance (the "Ordinance") finally adopted on March 8, 2016, the City authorized the issuance of \$995,000 "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2016", dated February 15, 2016 (the "Obligations") to obtain financial assistance from the Texas Water Development Board ("TWDB") for the purpose of funding water system improvements (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

**SECTION 1: ESCROW ACCOUNT(S).** Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment No. L1000468 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account(s)") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "CITY OF WILLOW PARK, TEXAS CERTIFICATE OF OBLIGATION, SERIES 2016, Texas Water Development Board L1000468 ESCROW ACCOUNT" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

**SECTION 2: COLLATERAL.** All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

**SECTION 3: INVESTMENTS.** While the Proceeds are held in escrow, the Escrow Agent shall only invest Proceeds in investments that are authorized by the Public Funds Collateral Act, Texas Government Code, Chapter 2256 ("PFIA"). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

**SECTION 4: DISBURSEMENTS.** The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

**SECTION 5: UNEXPENDED FUNDS.** Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

**SECTION 6: CERTIFICATIONS.** The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

**SECTION 7: LIABILITY OF ESCROW AGENT.** To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

**SECTION 8: RECORDS.** The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

**SECTION 9: MERGER/CONSOLIDATION.** In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas

Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

**SECTION 10: AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

**SECTION 11: TERMINATION.** In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

**SECTION 12: EXPIRATION.** This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

**SECTION 13: POINT OF CONTACT.** The points of contact for the Escrow Agent and the TWDB are as follows:

Amegy Bank, a division of ZB,  
National Association  
2601 Dallas Parkway  
Plano, Texas 75093  
Attention: Erin Fitzpatrick

Kevin Patteson  
Executive Administrator  
Texas Water Development Board  
1700 North Congress Avenue  
Austin, Texas 78701

**SECTION 14: CHOICE OF LAW.** This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

**SECTION 15: ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

**SECTION 16: ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

**SECTION 17: VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**SECTION 18: COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

*[remainder of page left blank intentionally]*

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

CITY OF WILLOW PARK, TEXAS

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

Address: 516 Ranch House Road  
Willow Park, Texas 76087

(City Seal)

\_\_\_\_\_  
City Secretary

AMEGY BANK, A DIVISION OF ZB, NATIONAL  
ASSOCIATION, Plano, Texas, as Escrow Agent

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

Address: 2601 Dallas Parkway  
Plano, Texas 75093

(Bank Seal)

ATTEST:

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

**Exhibit C  
to  
Ordinance**

**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 41 of this Ordinance.

**Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

1. The financial statements of the City for the most recently concluded fiscal year.

**Accounting Principles**

The accounting principles referred to in such Section are the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board.



CITY OF WILLOW PARK  
PROPOSED WATER SYSTEM IMPROVEMENTS  
PHASE II  
MARCH 2016



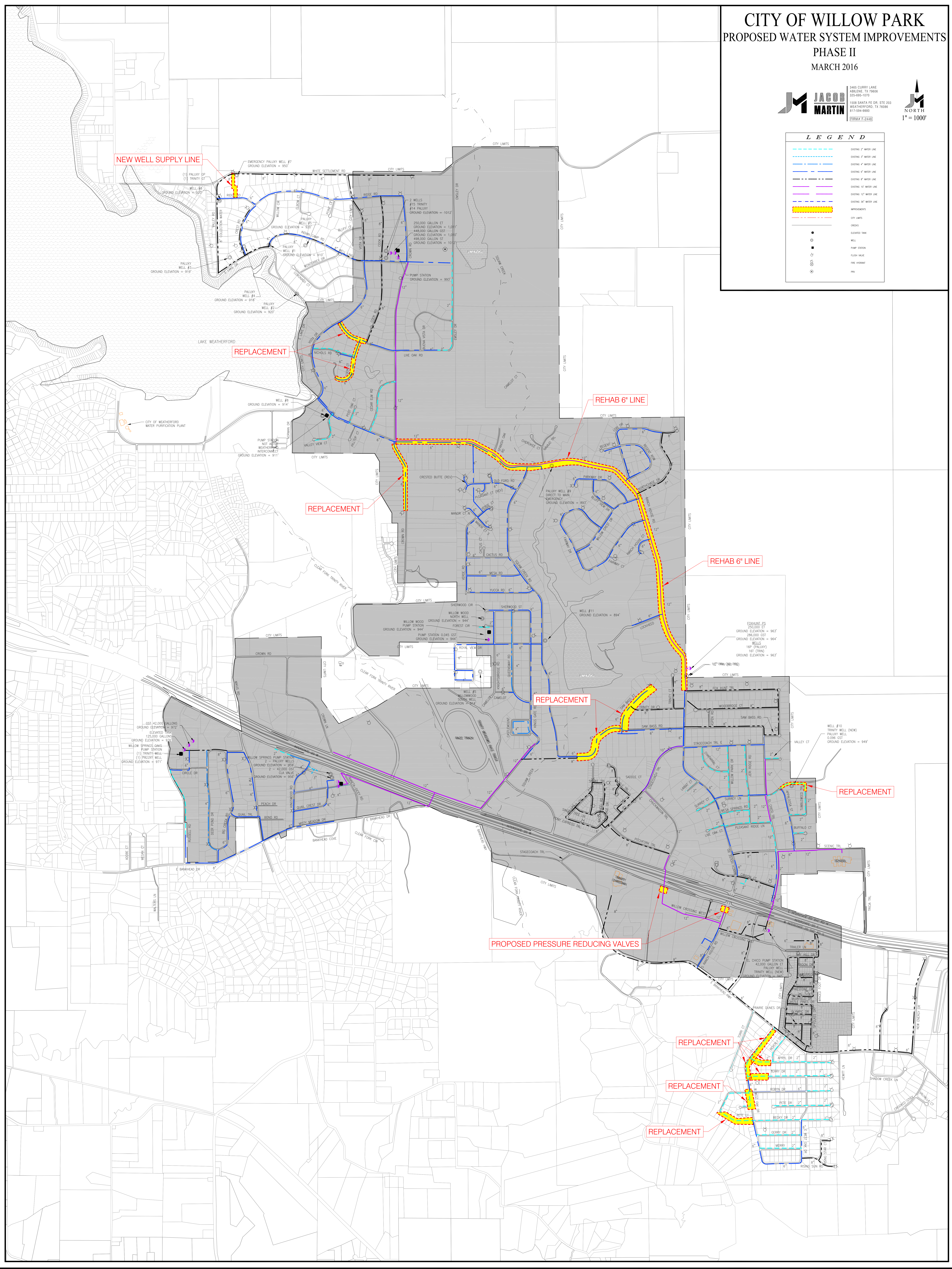
**JACOB  
MARTIN**

3485 CURRY LANE  
ARLINGTON, TX 76010  
817-594-1070  
1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76087  
817-594-9880  
PBM# F-2448



**NORTH**  
1" = 1000'

LEGEND	
	EXISTING 2" WATER LINE
	EXISTING 3" WATER LINE
	EXISTING 4" WATER LINE
	EXISTING 6" WATER LINE
	EXISTING 8" WATER LINE
	EXISTING 10" WATER LINE
	EXISTING 12" WATER LINE
	EXISTING 36" WATER LINE
	IMPROVEMENTS
	CITY LIMITS
	CRICKS
	ELEVATED TANK
	WELL
	PUMP STATION
	FLUSH VALVE
	TRIC VALVE
	PRV





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION authorizing the execution of a Loan Forgiveness Agreement between the Texas Water Development Board and the City of Willow Park, Texas and an Escrow Agreement relating thereto

WHEREAS, the Texas Water Development Board (the "TWDB") adopted Resolution No. 15-144 on December 14, 2015 (the "TWDB Resolution") making a commitment to provide financial assistance to the City of Willow Park, Texas (the "City") in the amount of \$44,350 from the Drinking Water State Revolving Fund to finance water system improvements; and

WHEREAS, in connection with such commitment, the TWDB determined that the City qualifies for a subsidy as a disadvantaged community and agreed, pursuant to the TWDB Resolution, to provide a loan in the amount of \$1,039,350 to the City (evidenced by the issuance of the \$995,000 "City of Willow Park, Texas, Combination Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016" authorized pursuant to an ordinance adopted on the date hereof) and further agrees that \$44,350 will be forgiven upon execution of a Loan Forgiveness Agreement; and

WHEREAS, the City Council hereby finds and determines that (1) the Loan Forgiveness Agreement between the City and the TWDB substantially in the form and content of **Exhibit A** attached hereto and (2) the Escrow Agreement substantially in the form and content of **Exhibit B** attached hereto should be approved and authorized to be executed; now, therefore,

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

(a) The form of Loan Forgiveness Agreement between the TWDB and the City of Willow Park attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved for and on behalf of the City as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the Mayor and/or City Secretary may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the Mayor for and on behalf of the City and as the act and deed of this City Council; and such Loan Forgiveness Agreement as executed by said officials shall be deemed approved by this City Council and constitute the agreement herein approved

(b) Upon receipt, the loan forgiveness proceeds shall be deposited in an account to be maintained Amegy Bank, a division of ZB National Association, Plano, Texas (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. The Escrow Agreement between the Escrow Agent and the City attached hereto as **Exhibit B** and incorporated herein for all purposes is hereby approved for and on behalf of the City as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the Mayor and/or City Secretary may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the Mayor for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by said officials shall be deemed approved by this City Council and constitute the Escrow Agreement herein approved.

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

(d) This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this March 8, 2016.

CITY OF WILLOW PARK, TEXAS

---

Mayor

ATTEST:

---

City Secretary

(City Seal)

**EXHIBIT A**

**LOAN FORGIVENESS AGREEMENT  
BETWEEN THE TEXAS WATER DEVELOPMENT BOARD  
AND THE CITY OF WILLOW PARK**

**EXHIBIT B**  
**ESCROW AGREEMENT**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of March 8, 2016, made by and between the City of Willow Park, Texas, a political subdivision of the State of Texas in Parker County (the "City") and Amegy Bank, a division of ZB, National Association, Plano, Texas, a banking association duly organized and existing under the laws of the United States of America (the "Bank"), as Escrow Agent (the "Escrow Agent") together with any successor in such capacity:

### W I T N E S S E T H:

WHEREAS, pursuant to a Loan Forgiveness Agreement dated as of March 8, 2016 (the "Loan Forgiveness Agreement"), the City accepted certain contractual obligations (the "Obligations") to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities (the "Project"); and

WHEREAS, the Escrow Agent is a bank located in the State of Texas that is an insured depository institution with the Federal Deposit Insurance Corporation (the "FDIC") that has been designated a state depository institution by the Texas Office of the Comptroller and is otherwise qualified and empowered to enter into this Escrow Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition to the issuance of the Obligations by the TWDB is the deposit of the proceeds of sale of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of the TWDB or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount to be paid by the City to the Escrow Agent, as set forth on Exhibit A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

**SECTION 1: ESCROW ACCOUNT.** Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment No. LF1000490 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account") maintained at the Bank on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "CITY OF WILLOW PARK, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2016 TEXAS WATER DEVELOPMENT BOARD LF1000490 ESCROW ACCOUNT" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the project for which the Obligations were issued or other purposes in accordance with the Loan Forgiveness Agreement and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Bank shall distribute to the City and to the Executive Administrator's staff of the TWDB the Escrow Account's bank statements on a monthly basis.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, TEX. GOV'T CODE ANN., as amended.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Bank shall only invest Proceeds in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended. It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the Public Funds Investment Act but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Bank shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or another designated TWDB representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another provided that all such investments are consistent with the requirements of the Public Funds Investment Act.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Loan Forgiveness Agreement. The City shall deliver a copy of such approval of the final accounting by the TWDB to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Loan Forgiveness Agreement, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Bank shall be authorized to accept and rely upon the certifications and documents furnished to the Bank by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank as well as an FDIC-insured depository institution. The Escrow Agent must provide the TWDB with written

notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within a reasonable time of such merger, consolidation or exchange.

**SECTION 10: AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Bank without its consent.

**SECTION 11: TERMINATION.** In the event that this Agreement is terminated by either the City or by the Bank, the Escrow Agent must report said termination in writing to the TWDB within 5 business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within 5 business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Escrow Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

**SECTION 12: EXPIRATION.** This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

**SECTION 13: POINT OF CONTACT.** The points of contact for the Escrow Agent and the TWDB are as follows:

Amegy Bank, a division of ZB,  
National Association  
2601 Dallas Parkway  
Plano, Texas 75093  
Attention: Erin Fitzpatrick

Kevin Patteson  
Executive Administrator  
Texas Water Development Board  
1700 North Congress Avenue  
Austin, Texas 78701

**SECTION 14: CHOICE OF LAW.** This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.



SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule agreed to by the Escrow Agent and the City from time to time, which compensation shall be paid by the City but may not be paid directly from the Escrow Account.

*[Remainder of page left blank intentionally]*

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

CITY OF WILLOW PARK, TEXAS

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

Address: 516 Ranch House Road  
Willow Park, Texas 76087

ATTEST:

\_\_\_\_\_  
City Secretary

(City Seal)

AMEGY BANK, A DIVISION OF ZB, NATIONAL  
ASSOCIATION, Plano, Texas, as Escrow Agent

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

(Bank Seal)

Address: 2601 Dallas Parkway  
Plano, Texas 75093

ATTEST:

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

**EXHIBIT A**

**BANK FEES**

TO: Erick Macha By Email  
Misty Gutierrez

Diane Callahan By Email  
Kristen Savant

FROM: Ben Munguia  
512-463-9637

**City of Willow Park, Texas**  
\$995,000 Combination Tax and Water and  
Sewer System Surplus Revenue Certificates  
of Obligation, Series 2016  
Interest Rates as of 3/1/16

Year	MMD as of 3/1/16	Minus Subsidy	Interest Rate
2018	0.62	1.25	0.00
2019	0.79	1.25	0.00
2020	0.94	1.25	0.00
2021	1.09	1.25	0.00
2022	1.29	1.25	0.04
2023	1.51	1.25	0.26
2024	1.72	1.25	0.47
2025	1.89	1.25	0.64
2026	2.03	1.25	0.78
2027	2.17	1.25	0.92
2028	2.28	1.25	1.03
2029	2.36	1.25	1.11
2030	2.45	1.25	1.20
2031	2.54	1.25	1.29
2032	2.63	1.25	1.38
2033	2.68	1.25	1.43
2034	2.73	1.25	1.48
2035	2.78	1.25	1.53
2036	2.83	1.25	1.58
2037	2.87	1.25	1.62

Adoption Date 3/8/2016  
Expiration Date 4/22/2016

Item will be provided in  
supplemental agenda  
packet

Item will be provided in  
supplemental agenda  
packet



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

**To:** Honorable Mayor Neverdousky and members of the Willow Park City Council

**From:** Chief Brent Sauble

**Date:** March 3, 2016

**Item Number:** 15

**Subject:** Discussion/Action: Authorize staff to proceed with application for Staffing for Adequate Fire& Emergency Response (S.A.F.E.R) grant from the department of Homeland Security's Federal Emergency Management Agency (F.E.M.A.)

**Detail Memo**

**City Council Action Requested:** Authorize staff to proceed with application for the 2016 S.A.F.E.R. grant through F.E.M.A. To prepare a letter from our governing body stating the commitment to fulfill grant staffing levels and incur no lay-offs during the period of performance of the grant.

**Background Information:** The City of Willow Park Fire/Rescue Department meets all the requirements for the 2016 S.A.F.E.R. grant. This grant is to help fire departments meet NFPA 1710 compliance by having adequate staffing on its first out apparatus. The current standard is four personnel on all first out apparatus, currently our department responds with a two man crew. The S.A.F.E.R. grants funds the firefighter all salary and benefit cost for the additional personnel for two years. The grant requires each organization to maintain their staffing levels and incur no lay-offs during the period of performance of the grant. Therefore, it is imperative that your department have the support of our governing body. In order to ensure that there is a clear understanding of the long-term obligations of a S.A.F.E.R. grant and that, if awarded, all parties involved are committed to fulfilling those requirements upon acceptance of the award; we are requesting a letter from our governing body stating our commitment of the above requirement.

**Board/Citizen Input:** None

**Financial Consideration:** To maintain staffing levels and incur no lay-offs during the period of performance of the grant. To project revenues to maintain the staffing levels after the grant period has expired.

**Attachment(s)** NONE





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

**To:** Honorable Mayor Neverdousky and members of the Willow Park City Council  
**From:** Matt Shaffstall, City Administrator  
**Date:** February 17, 2016  
**Item Number:**  
**Subject:** Solid Waste & Recycling Contract

**Detail Memo**

**City Council Action Requested:**  
Approve new solid waste contract with Republic Waste

**Background Information:**

The City is currently part of a multi-city contract for solid waste services. The contract is coming to end of term and was up for renewal. The new contract includes all three Annettas, Hudson Oaks, and Willow Park. The City of Aledo opted for once a week trash and recycling. The contract is for five (5) years. The contract includes twice per week curbside trash collection and once per week recycling collection.

	Current Rate	New Rate
Solid Waste Rate	\$11.32	\$10.77
Recycling Rate	N/A	\$3.90
Retail Rate	\$13.01	\$14.77
Sales Tax	\$1.07	\$1.22
Customer Pays	\$14.08	\$15.99

Under the new rate structure the city will reduce its' profit margin on solid waste accounts from 15% to \$0.10 (less than 1%). The ten cent profit margin will allow the city recover cost of approximately a dozen move offs or non-payments per month.

The new rates would remain in place for two years. Rates when be adjusted by inflation based schedule.

**Board/Citizen Input:** N/A

**Financial Consideration:** Adjust Fee Schedule in June 2016.

**Attachment(s):** New Solid Waste Contract, Rate Attachments

## JOINT SOLID WASTE AGREEMENT

**STATE OF TEXAS           §**  
**COUNTY OF PARKER   §       KNOW ALL MEN BY THESE PRESENTS:**

The Town of Annetta, Texas ("Annetta"), the Town of Annetta North, ("Annetta North"), the City of Annetta South, Texas ("Annetta South"), the City of Hudson Oaks, Texas ("Hudson Oaks"), Texas and the City of Willow Park, Texas ("Willow Park"), jointly referred hereto to as the "MUNICIPALITY", each acting by and through its duly authorized Mayor and Republic Waste Services of Texas, Ltd., hereinafter called "CONTRACTOR", acting by and through its duly authorized officer, do hereby covenant and agree as follows:

### I. GRANT

- A. This Agreement is contingent upon approval by each MUNICIPALITY of a Joint Solid Waste Disposal Agreement with Waste Management of Texas, Inc. for the exclusive disposal of all residential, commercial and industrial solid waste generated in each MUNICIPALITY. Assuming that this contingency is met, this Agreement shall commence on May 1, 2016. CONTRACTOR specifically agrees to fully comply with the MUNICIPALITY obligations under such Solid Waste Disposal Agreement.
  
- B. Each MUNICIPALITY hereby grants to CONTRACTOR an exclusive contract and franchise to engage in the business of collecting and disposing of Residential and Commercial Garbage, Trash, Brush, Debris, C&D Debris and Residential Recyclable Materials within the corporate limits of each MUNICIPALITY and, further hereby grants to CONTRACTOR permission to use the public streets, alleys, easements and thoroughfares within the limits of each MUNICIPALITY for the purpose of collection and disposal of Garbage, Trash, Brush, Debris, C&D Debris and Residential Recyclable Materials for a period of five (5) years beginning May 1, 2016 and terminating April 30, 2021 subject to the limitations, terms, and conditions hereinafter specified and contained in this Agreement. Unless all MUNICIPALITIES jointly, or CONTRACTOR, notifies the other in writing at least one hundred twenty (120) days before the termination date of this Agreement of such party's election not to renew or extend this Agreement, then this Agreement shall be automatically renewed for an additional two (2) years upon the same terms and conditions as contained herein, and no new agreement need be entered into.
  
- C. The parties to this Agreement agree that the solid waste collection services provided hereunder may be extended to the City of Aledo, Texas under the same terms and conditions, excluding the provisions of Article XIII Outside Disposal Fee, by the approval and execution of an Interlocal Cooperation Agreement between the City of Aledo and each other MUNICIPALITY which is a party to this Agreement, provided that the City of Aledo agrees to the entire term of this Agreement.

## II. DEFINITIONS

Wherever used herein, the hereinafter-listed term shall have the following meanings:

- A. **Annetta:** The Town of Annetta, Texas, a type A general law municipality located in Parker County, Texas.
- B. **Annetta North:** The Town of Annetta North, Texas, a type A general law municipality located in Parker County, Texas.
- C. **Annetta South:** The City of Annetta South, Texas, a type A general law municipality located in Parker County, Texas.
- D. **Brush:** Tree and shrub trimmings which are not easily placed in disposable containers.
- E. **Commercial:** Of or relating to any property or facility that generates solid waste during, or as a result of a business, and including any property that would otherwise be considered Residential property but which contains four (4) or more dwelling units.
- F. **Commercial Containers:** Metal containers supplied by CONTRACTOR affording capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- G. **Construction and Demolition (C&D) Debris:** Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials generally resulting from the construction or demolition processes.
- H. **Curbside Service:** Garbage, Trash, certain Brush and bulk material, and Recyclable Materials to be picked up by the CONTRACTOR, which will be located at the curbside of the street bearing the customer's address.
- J. **Debris:** Automobile frames, dead trees, and other bulky heavy material not otherwise classified herein.
- K. **Disabled Customers:** A Residential household in which all members of the household are physically disabled to the extent that they are unable to place Garbage at curbside. The fact of such disability must be certified to CONTRACTOR by the Mayor of the MUNICIPALITY where the Disabled Customers are located.
- L. **Excluded Waste:** Excluded Waste means any and all solid waste which CONTRACTOR or any disposal facility is not authorized to accept for disposal pursuant to its permits and licenses, including without limitation, highly flammable substances, Hazardous Waste (as defined below), toxic substances, contaminants, infectious or medical wastes, explosives, radioactive materials, and other materials deemed by State and Federal law, or in the reasonable discretion of CONTRACTOR or the owner or operator of any such disposal

facility, to be dangerous or threatening to the environment or the operations conducted at such disposal facility.

- M. **Fiscal Year:** Shall mean the Fiscal Year of each Municipality.
- N. **Garbage:** Refuse, animal or vegetable matter (as from a kitchen or food processing facility), metal (tin) cans, plastic or glass bottles, glass jars, plastic food containers, styrofoam, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste, which is damp or capable of emitting noxious odors.
- O. **Garbage Container:** Portable can or similar container constructed of plastic, galvanized tin or other substantial material, or plastic bags or cardboard boxes with sufficient wall strength to maintain physical integrity when lifted by the top, or a Polycart provided by CONTRACTOR. The maximum capacity of the Garbage Container shall not exceed thirty-five (35) gallons and fifty (50) pounds in weight.
- P. **Hazardous Waste:** Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- Q. **Hudson Oaks:** The City of Hudson Oaks, Texas, a type A general law municipality located in Parker County, Texas.
- R. **Municipal Disposal Location:** The Waste Management Westside Transfer Station, TCEQ registration #40186, at which CONTRACTOR shall dispose all solid waste from each MUNICIPALITY pursuant to this Agreement using the Municipal Disposal Rate.
- S. **Municipal Disposal Rate:** The base Municipal Disposal Rate is the disposal rate agreed to between the Municipality and Waste Management of Texas, Inc. in the Solid Waste Disposal Agreement dated January \_\_\_\_, 2016 at the Municipal Disposal Location. The initial base Municipal Disposal Rate in said agreement is \$34.25 per ton as of May 1, 2016. Such rate may be adjusted pursuant to the terms of said Agreement.
- T. **Municipality:** Municipality shall mean the individual city or town where the CONTRACTOR'S services are being provided, unless specified herein as requiring the unanimous joint action of all Municipalities who are parties to this Agreement.
- U. **Polycart:** A wheeled receptacle with a maximum capacity of ninety-six (96) gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing

entrance into the container by small animals. Ownership of Polycarts shall be retained by CONTRACTOR.

- V. **Recyclable Materials:** Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials and which materials may be sold for processing and use or reuse, including, but not limited to newsprint, magazines, paper items, plastic (PET and HDPE), corrugated boxes, aluminum cans and metal (tin) cans, glass bottles and jars.
- W. **Recycling Container:** A Polycart provided by CONTRACTOR and designed for the purpose of curbside collection of recycling commodities, with maximum capacity of sixty-five (65) gallons.
- X. **Residential:** Relating to any property used primarily as a dwelling or dwellings, except where any one property contains four (4) or more dwelling units.
- Y. **Single Stream Recycling:** A system in which all Recyclable Materials are collected all mingled together in a collection truck, instead of being sorted into separate commodities. Customers shall put all recyclable products into the Recycling Container, with the exception of cardboard which can be placed under the Recycling Container.
- Z. **Trash:** All household refuse other than Garbage, Debris, Brush, household furniture and White Goods. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, old clothes and other household disposables of like kind, but shall not include Hazardous Waste.
- AA. **White Goods:** Items which utilize refrigerant such as, but not limited to, refrigerators or air conditioning units, provided that they have had the refrigerant removed and have been tagged by a licensed professional within TCEQ and EPA specifications.
- BB. **Willow Park:** The City of Willow Park, Texas, a type A general law municipality located in Parker County, Texas.

### III. SOLID WASTE SERVICES

It shall be the duty and obligation of CONTRACTOR to perform the following solid waste services:

- A. CONTRACTOR agrees to furnish trucks, equipment, machinery, tools and labor at its own expense, to adequately, efficiently and properly collect and dispose of Garbage, Trash, C&D Debris, and Brush from premises within the corporate limits of each MUNICIPALITY in a systematic, clean, healthful, and sanitary manner at the Municipal Disposal Location. All collections from each MUNICIPALITY shall be disposed of at

the Municipal Disposal Location. CONTRACTOR shall provide curbside services to Residential customers. All equipment, tools and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe, and efficient working condition. CONTRACTOR'S equipment shall be of a size and weight as to not violate any applicable laws, rules or regulations of any applicable governmental entity agency or authority or create damage to each MUNICIPALITY's streets and roadways, normal wear and tear excepted.

- B. CONTRACTOR agrees that the Garbage, Trash, C&D Debris, and Brush collected will be disposed of outside the corporate limits of each MUNICIPALITY. All vehicles used by the CONTRACTOR for the collection and transportation of Garbage, Trash, C&D Debris, and Brush shall be protected at all times while in transit to prevent leakage and the blowing or scattering of refuse onto the public streets of each MUNICIPALITY or properties adjacent thereto. Further, such vehicles shall be clearly marked with the CONTRACTOR'S telephone number and name in letters and numbers not less than four (4) inches in height. All collection equipment shall be washed and deodorized as necessary.
- C. CONTRACTOR agrees to establish daily routes and schedules for the collection of Garbage, Trash, C&D Debris and Brush as necessary to fulfill the requirements of this Agreement. Further, CONTRACTOR will utilize written route books for use in the collection of refuse from all Residential and Commercial customers. A copy of each route book currently in use by CONTRACTOR will be provided to each MUNICIPALITY upon request and updated monthly so that each MUNICIPALITY shall at all times have full knowledge of the designated route to be followed by CONTRACTOR. Each MUNICIPALITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, or inadequate service.
- D. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and services performed hereunder. CONTRACTOR shall provide reasonable protection to prevent loss or damage to both real and personal property and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.
- E. CONTRACTOR agrees to make Commercial Containers for Garbage and Trash storage available upon request by the owner or occupant of any premises within the corporate limits of each MUNICIPALITY. The Commercial Containers provided by CONTRACTOR shall be (I) equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents, (II) maintained in good repair, appearance, and in a sanitary condition, and (III) clearly marked with the CONTRACTOR'S name and telephone number in letters not less than two (2) inches in height. For Commercial Container/dumpster enclosures with doors, CONTRACTOR must close the doors after each pick up and use caution not to damage the container/dumpster doors when the trucks make the pick up.



- F. Residential solid waste collection shall be "take all" curbside service. Each Residential customer shall place Garbage and Trash in disposable Garbage Containers or in reusable containers at the curbside of the customer's address in a manner as to be easily accessible for collection. Each Residential customer shall keep all Garbage Containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render the contents inaccessible to insects, rodents and other animals. Residential customers shall place solid waste at the curbside no earlier than twelve (12) hours prior to the scheduled collection day and not later than 7:00 a.m. on the scheduled collection day. CONTRACTOR shall properly place reusable containers back at the curbside after emptying.
- G. CONTRACTOR agrees to make two (2) Garbage and Trash collections each week for each Residential customer and each Commercial customer not utilizing or requiring Commercial Containers, and once per week residential recycling collection services, in accordance with the following schedule:

<b>Municipality</b>	<b>Solid Waste Services</b>	<b>Recycling Services</b>
Annetta	Monday & Thursday	_____
Annetta North	Monday & Thursday	_____
Annetta South	Tuesday & Friday	_____
Hudson Oaks	Monday & Thursday	_____
Willow Park	Tuesday & Friday	_____

Hours of service shall be from 7:00 am to 4:00 pm for Residential and Commercial customers, except when unusual circumstances require CONTRACTOR to provide collection services outside the prescribed collection times. CONTRACTOR shall notify any affected MUNICIPALITY in the event collections times require changing as described in the immediately preceding sentence. No collections will be made on Sundays. CONTRACTOR shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. CONTRACTOR shall continue with its other regularly scheduled collections during such holiday weeks. Subsequent to a holiday exempt from collection, customers shall be entitled to place for collection up to double the amount of permissible waste specified in this Agreement to make up for the missed collection on the exempt holiday.

- H. CONTRACTOR shall make reusable Polycarts available to all Residential customers for Garbage curbside service at an additional monthly fee as specified on Attachment "A", incorporated herein by reference. Use of such Polycarts shall be optional to Residential customers.
- I. On each scheduled collection day, CONTRACTOR shall also provide curbside collection services for Brush/bulky items normally generated from a Residential unit, provided they are properly prepared and stored for collection. Vines, thorny bushes, grass, shrubbery cuttings, leaves and other material accumulated as the result of yard/lawn care, shall be placed in disposable containers. Tree limbs, Brush and bulky waste which cannot be



placed into disposable containers shall be cut into lengths not to exceed four (4) feet, tied in bundles not to exceed fifty (50) pounds each, and stacked at the curbside. Such small bulky waste shall be presented in a manner that allows for easy handling by CONTRACTOR. Residential customers are limited to two (2) cubic yards of Brush/bulky items per scheduled collection day. C&D Debris shall be included in such curbside collection service for Brush/bulky items provided it meets the bundling and cubic yard requirements above. White Goods are included in such Brush/bulky item collection service. Excluded Waste and Hazardous Waste are not included in such Brush/bulky item collection service.

- J. CONTRACTOR agrees to provide carry-out service as described in this provision for Disabled Customers at the curbside rate for a Residential household. The fact of such disability must be certified to the CONTRACTOR by the MUNICIPALITY where the Disabled Customer is located in accordance with the definition of "disabled customer". The Garbage, Trash and Recycling Material shall be placed in disposable containers in front of the building facing the street in such a manner clearly visible from the street as to be accessible to the CONTRACTOR without entering a gate or fenced area.
- K. CONTRACTOR is granted the exclusive right within the city limits of each MUNICIPALITY to collect and dispose of C&D Debris. CONTRACTOR shall provide such service as requested by any resident, Commercial, industrial or institutional customers on the terms and conditions negotiated between CONTRACTOR and such customer, subject to the limitation on rates established by this Agreement. Residents of each MUNICIPALITY may, however, dispose of C&D Debris at any county-wide, county-sponsored, or MUNICIPALITY-sponsored clean up event.
- L. CONTRACTOR, its agents, servants and employees shall perform all services under this Agreement in a courteous, competent, and professional manner. During the term of this Agreement and any extension thereof, CONTRACTOR shall be responsible for the actions of its agents, servants, and employees while such agents, servants, and employees are acting within the scope of their employment or agency.
- M. Any notices given or required to be given by CONTRACTOR to customers relating to any services provided hereunder, specifically including but not limited to changes in service dates or times, shall be provided in both the Weatherford Democrat and Community News newspapers.

#### IV. RATES

- A. **Base Rates:** Each MUNICIPALITY and CONTRACTOR agree that the initial monthly rate for Residential service, C&D Debris, and Commercial service shall be at the base rates as set forth in Attachment "A", incorporated herein by reference. CONTRACTOR shall maintain all base rates until May 1, 2018.

- B. **Fixed Base Rate Escalation:** CONTRACTOR shall be allowed an increase in the base rates set forth in Attachment "A" every two (2) years beginning May 1, 2018, in the following fixed percentages:

May 1, 2018	4.5% increase
May 1, 2020	4.5% increase
May 1, 2022*	4.5% increase

(\* If 2 year extension to term of Agreement is in effect)

- C. **Disposal Rate Adjustment:** If the disposal rate increases at a larger percentage than the fixed base rate increases granted in this agreement, the CONTRACTOR may adjust the collection rate to recover the increase using the formula below:

The disposal portion of the collection rate is to be calculated as thirty (30%) percent of the collection rate.

The following formula is included only to exemplify the calculation of the potential Disposal Rate Adjustment and does not reflect the actual rate taking effect May 1, 2016:

**Beginning Rates:**

Collection Rate (May 2016)	=	\$10.00
Disposal Rate (May 2016)	=	\$3.00 (30% of rate)
Collection Less Disposal (May 2016)	=	\$7.00

End of 1<sup>st</sup> 24 Months: (Example of 6.5% increase in disposal rate)

Disposal Rate (May 2018)	=	\$3.195 (6.5% Increase)
Collection Less Disposal (May 2018)	=	<u>\$7.315 (4.5% Increase)</u>
Collection Cost (May 2018)	=	\$10.51

Disposal Rate Increase Over Fixed Rate Escalation	=	6.5% minus 4.5% = 2.0%
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New Total Collection Rate (May 2018)	=	\$10.51 (collection cost plus new disposal rate)
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- D. **Discretionary Rate Adjustment:** In addition to the fixed base rate adjustment provided above, at any time after the first twenty-four (24) months of the term of this Agreement, CONTRACTOR may petition each MUNICIPALITY for additional rate and price adjustments at reasonable times on the basis of material and unusual changes in its cost of operations (herein defined to be at least a documented ten percent (10%) increase in operational costs as compared to the previous twenty-four (24) months) due to, or

directly resulting from, ad valorem taxes, governmental fees or regulations or revised federal, state or local laws, ordinances or regulations. At the time of any such petition, the CONTRACTOR shall provide each MUNICIPALITY with documentation and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. Each MUNICIPALITY shall have the right, in its sole discretion, to determine the necessity of such a request for a change in rates. The Council of every MUNICIPALITY who is a party to this Agreement must approve such discretionary rate adjustment for the adjustment to be effective in each MUNICIPALITY.

- E. **Storm Debris Management Program:** In the event of significantly increased volumes of Brush, Garbage and Debris resulting from a tornado, severe winds, a severe storm or other catastrophic event or natural disaster, the CONTRACTOR will provide, at any MUNICIPALITY'S request, assistance to the residents of such MUNICIPALITY in the disposal of such storm Debris, allowing residents to rid their property of fallen trees, Brush, etc. without having to schedule a special estimate by CONTRACTOR. CONTRACTOR will provide this service to MUNICIPALITY residents at the rate specified in Attachment "A", incorporated herein by reference.
- F. **Free Services:** CONTRACTOR agrees to provide weekly Garbage service and recycling services, at each MUNICIPALITIES' facilities (including but not limited to the town/city hall, fire stations, police stations, libraries, recreational/community centers, animal control facilities, public works buildings, etc.) without charge. The collection of such materials shall not include large amounts of C&D Debris or waste resulting from public works activities, nor shall it include sludge removal from any wastewater treatment plant. Additionally, CONTRACTOR agrees to provide up to three (3) thirty (30) cubic yard roll-off containers per year per MUNICIPALITY at sites designated by each MUNICIPALITY for use in MUNICIPALITY special events or clean up events. Such roll-off containers can be utilized all at one (1) event, or in any combination, up to one (1) roll-off container for three (3) separate events per year. Such roll-off container service shall be free to each MUNICIPALITY and shall include any deposit, rental, delivery, pick up, hauling and disposal. The dates for each MUNICIPALITY event shall be coordinated with CONTRACTOR at least two (2) weeks prior to the event.

## V.

### BILLING AND FRANCHISE FEES

- A. **Hudson Oaks and Willow Park:**
1. **Customer Billing:** Hudson Oaks and Willow Park agree to bill all Residential customers served by CONTRACTOR, and each is hereby designated as the billing and collection agent for all Residential services provided hereunder. Hudson Oaks and Willow Park shall receive a fee from CONTRACTOR equal to four percent (4%) of billings for its billing and collection of funds for all Residential services provided hereunder. CONTRACTOR agrees to bill and collect from all Commercial, industrial and institutional customers served by the CONTRACTOR.

2. **Payment to Contractor:** Hudson Oaks and Willow Park each agree to forward to CONTRACTOR all payments received by such MUNICIPALITY on or before the fifteenth (15<sup>th</sup>) day of each month for services rendered to Residential customers during the preceding month.
3. **Franchise Fee:** For and in consideration of such MUNICIPALITIES granting CONTRACTOR an exclusive franchise within the MUNICIPALITY limits for Residential and Commercial Garbage collection, and for normal wear and tear on the street surfaces for the collection and transportation of such solid waste, CONTRACTOR hereby agrees to pay Hudson Oaks and Willow Park a franchise fee of twelve percent (12%) on all Commercial billings and eight percent (8%) on all Residential billings, calculated on the basis of gross billings within such MUNICIPALITY. Such franchise fee remittance shall be made by the CONTRACTOR to Hudson Oaks and Willow Park on or before the fifteenth (15<sup>th</sup>) day of each month (for the immediately preceding month's service). Interest on all unpaid amounts owing by CONTRACTOR to Hudson Oaks and Willow Park shall accrue from and after the payment due date at the highest rate permitted by law.

B. **Annetta, Annetta North, and Annetta South:**

1. **Customer Billing:** In Annetta, Annetta North, and Annetta South, CONTRACTOR agrees to bill and collect for all Residential services provided hereunder, and for all Commercial, industrial and institutional customers served by CONTRACTOR.
2. **Franchise Fee:** For and in consideration of such MUNICIPALITIES granting CONTRACTOR an exclusive franchise within the MUNICIPALITY limits for Residential and Commercial Garbage collection, and for normal wear and tear on the street surfaces for the collection and transportation of such solid waste, CONTRACTOR hereby agrees to pay Annetta, Annetta North and Annetta South a franchise fee of twelve percent (12%) on all Commercial and Residential billings, calculated on the basis of gross billings within such MUNICIPALITY. Such franchise fee remittance shall be made by the CONTRACTOR to Annetta, Annetta North, and Annetta South on or before the fifteenth (15<sup>th</sup>) day of each month (for the immediately preceding month's service). Interest on all unpaid amounts owing by CONTRACTOR to Annetta, Annetta North, and Annetta South shall accrue from and after the payment due date at the highest rate permitted by law.

C. **Franchise Fee Amendment:**

1. Said franchise fee does not relieve the CONTRACTOR of liability for specific damage to streets, signs, drainage ways, concrete appurtenances, and other public or private property caused by CONTRACTOR. All repairs for damage caused by

CONTRACTOR shall be made so that the final product is in equal or better condition than before the damage.

2. Any MUNICIPALITY may amend the amount of the franchise fee applicable in such MUNICIPALITY at any time by resolution adopted by the Council of such MUNICIPALITY. The change in franchise fee shall be effective with the next billing cycle if at least fifteen (15) days notice of the amendment has been provided to CONTRACTOR.
- D. **Bad Debt:** No MUNICIPALITY shall be responsible for the collection of “bad debt” or uncollectable accounts relating to any amounts billed by CONTRACTOR to Residential, Commercial or industrial customers served by CONTRACTOR. Notwithstanding anything to the contrary contained in this Agreement, the CONTRACTOR may, in its discretion, discontinue service to any Residential, Commercial or industrial customer that does not pay the full amount set forth herein for the services provided hereunder within thirty (30) days of the date of any invoice delivered to such customer. CONTRACTOR shall re-establish service to such customer once the customer’s account has been paid in full.
- D. **Sales Tax:** Applicable sales taxes shall be included on all billing for services provided hereunder.

## VI. SPILLAGE

CONTRACTOR will not be required to clean up or collect loose Residential refuse not created by its operation, but shall report the location of such conditions to the MUNICIPALITY when the spillage is located so that proper notice can be given to the occupant of the residence to properly contain such refuse. Spillage or excess refuse shall be picked up by CONTRACTOR after the customer reloads the containers.

In the case of Commercial customers, CONTRACTOR shall be entitled to an extra collection charge for each reloaded Commercial Container requiring an extra collection.

Should such Commercial spillage continue to occur, such MUNICIPALITY shall require the Commercial customer and CONTRACTOR to increase the frequency of collection of such customer’s refuse, or require the customer to utilize a Commercial Container with a larger capacity, and CONTRACTOR shall be compensated for such additional services.

CONTRACTOR shall immediately pick up any spillage created or caused by CONTRACTOR or its employees. A fork, push broom, and a scoop-type shovel shall be maintained on each truck for clean up activities.

## VII. RECYCLING SERVICES

- A. In addition to the solid waste collection services set forth in this Agreement, CONTRACTOR agrees to provide Single Stream Recycling collection services for each MUNICIPALITY. The rates for such recycling services are set forth in Attachment "A", incorporated herein by reference.
- B. Residential customers and MUNICIPALITY facilities shall place Recycling Containers for once a week curbside recycling service on the collection date specified in Section III. G. All Recyclable Materials must be placed in the Recycling Container with lid closed. Hours of service shall be from 7:00 a.m. to 4:00 p.m. on the day of collection. Customers shall place Recycling Containers curbside by 7:00 a.m. on the collection day, and no earlier than twelve (12) hours before the collection day. Customers shall not mix Recyclable Materials with non-Recyclable Materials or other solid waste.
- C. CONTRACTOR agrees that all recyclable material collected will be disposed of at a certified recycling facility/center approved by each MUNICIPALITY and shall not be disposed of with other solid waste or at any landfill.
- D. CONTRACTOR agrees to assist each MUNICIPALITY in educating customers on the recycling process and which items are acceptable Recyclable Materials. At a minimum, CONTRACTOR agrees to distribute marketing materials before recycling services begin and once per year explaining the recycling program to all Residential customers in each MUNICIPALITY.

## VIII. CUSTOMER SERVICE

- A. **Customer Service Number:** CONTRACTOR agrees to maintain a toll free telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 2:00 p.m. Saturday, excluding legal holidays, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above mentioned hours. CONTRACTOR shall maintain a daily log of all service calls, complaints, inquiries and the action taken thereon. A copy of the log shall be sent to each MUNICIPALITY each month, within fifteen (15) days after the end of each month.
- B. **Records and Reports:** The following records and reports shall be filed monthly by the fifteenth (15<sup>th</sup>) day with each MUNICIPALITY:
  - 1. CONTRACTOR will provide a monthly report on tonnage of Garbage, Trash, C&D Debris, and Brush deposited at the Municipal Disposal Location from each



MUNICIPALITY. The report will include a breakdown of how much is from Residential customers, Commercial/industrial customers, MUNICIPALITY facilities, and landfill days. CONTRACTOR will also provide a monthly report on tonnage of Recyclable Material collected from each MUNICIPALITY.

2. Monthly reports of the results of all complaints received and the response and action taken by the CONTRACTOR.
  3. A monthly listing of all Residential and Commercial accounts served. This list shall include customers name, address, frequency of pickup, size of container or type of service and charges for same.
  4. CONTRACTOR shall provide monthly customer service reports which detail calls received, nature of calls, response times, etc.
  5. CONTRACTOR will provide a monthly report on tonnage of Garbage, Trash, C&D Debris, and Brush deposited at the Municipal Disposal Location from any other outside source in Parker County (outside source meaning any customer other than a customer located in the city limits of the parties to this Agreement) using the Municipal Disposal Rate. The report will include a breakdown of how much is from Residential customers, Commercial/industrial customers, MUNICIPAL facilities, and landfill days.
- C. **Managing Agent:** Throughout the term of the Agreement, CONTRACTOR shall establish and maintain an authorized Managing Agent and shall designate in writing to each MUNICIPALITY the name, telephone number, and address of such agent to whom all notices may be served by each MUNICIPALITY of complaints received from citizens of the MUNICIPALITY.
- D. **Service Complaints:** All service complaints shall be directed to CONTRACTOR and shall be resolved within twenty-four (24) hours. A MUNICIPALITY shall notify CONTRACTOR of each complaint reported to the MUNICIPALITY in order for the CONTRACTOR to take whatever reasonable steps are necessary to remedy the cause of the complaint. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day. CONTRACTOR shall provide such MUNICIPALITY with an explanation of the disposition of any service complaint in its monthly report as specified above.
- E. **Notification of Procedures:** CONTRACTOR shall notify all customers about procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collection, procedures, etc. Notice is to be in the form of printed matter distributed by CONTRACTOR to all premises served by CONTRACTOR at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by each MUNICIPALITY prior to distribution, such approval to not be unreasonably withheld, conditioned or delayed.

- F. **Dangerous Animals:** Employees of CONTRACTOR shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but CONTRACTOR shall immediately notify the particular MUNICIPALITY, in writing, of such condition and of CONTRACTOR'S inability to make collection.
- G. **Hazardous Weather:** CONTRACTOR may cancel a portion or all of a scheduled service day due to hazardous weather conditions, and shall notify each MUNICIPALITY, in writing, of such cancellation.

## IX. NON-COLLECTION

Should a dispute arise between any MUNICIPALITY, CONTRACTOR, and/or a customer as to whether the CONTRACTOR failed to make a collection (whether the CONTRACTOR missed a pickup) the decision of the City Administrator or City Manager of the MUNICIPALITY (or the Mayor if the MUNICIPALITY does not have a City Administrator or City Manager) on such matters shall be final and the MUNICIPALITY and CONTRACTOR agrees to abide by said decision. However, it is understood and agreed by and between each MUNICIPALITY and CONTRACTOR that if any customer fails to timely place Brush, Garbage and Trash out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from premises, or places improper bundles or volumes of Brush for collection, CONTRACTOR may refrain from collecting all or a portion of such Brush, Garbage and Trash and shall notify the particular MUNICIPALITY of the reason for such non-collection.

CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the Garbage, Trash, Brush, C & D Debris, or Recyclable Material or containers out for collection). CONTRACTOR'S notice to the customer shall be in writing, attached to the container or the front door of the residence or Commercial business, and shall indicate the nature of the violation and the correction required in order that such Garbage may then be collected at the next regular collection date. When a MUNICIPALITY is notified by a customer that Garbage, Trash, Brush, C & D Debris, or Recyclable Material has not been removed from said customer's premises on the scheduled collection day, and where neither notice of non-collection nor a change in collection schedule has been received from CONTRACTOR, the MUNICIPALITY shall investigate. If the investigation disclosed that the CONTRACTOR has failed to collect Garbage, Trash, Brush, C & D Debris, or Recyclable Material from the subject premises without cause, CONTRACTOR shall collect same within twelve (12) hours after being so instructed by the MUNICIPALITY, at no additional charge.

## X. TERMINATION

- A. **Breach by Contractor:** In the event of an alleged breach by CONTRACTOR of the terms, covenants, or provisions herein contained, a MUNICIPALITY shall notify



CONTRACTOR in writing of such alleged breach and if same is not resolved within five (5) business days from such notice, the MUNICIPALITY may, upon a determination (at a hearing as described herein) that a breach has occurred and is continuing, terminate this Agreement as to that MUNICIPALITY. Notwithstanding the above, if CONTRACTOR has diligently pursued resolution of a reported breach and said breach has not been cured within the five (5) business day cure period, then the MUNICIPALITY will continue to allow CONTRACTOR to diligently pursue the actions necessary to cure the breach for the first to occur of twenty-five (25) additional business days, or the breach is cured. The hearing prerequisite to such termination shall not be held until notice of such hearing has been given to the CONTRACTOR as required by this Agreement, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Agreement.

The hearing shall be conducted in public by the Council of the MUNICIPALITY and CONTRACTOR shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the Council shall determine that a breach of the terms, covenants or provisions of this Agreement, as set forth in the notice has occurred, it may terminate this Agreement and the same shall be null and void. This Agreement may, at the option of any MUNICIPALITY, be terminated in the event of the bankruptcy, receivership, or a general assignment for the benefit of creditors by the CONTRACTOR. A breach by CONTRACTOR as to any individual MUNICIPALITY may only result in a termination of this Agreement as to that MUNICIPALITY, and this Agreement shall remain in full force and effect as to each other MUNICIPALITY.

- B. **Breach by Municipality:** In the event of an alleged breach by any MUNICIPALITY of the terms, covenants or provisions contained herein, CONTRACTOR shall notify such MUNICIPALITY in writing of such alleged breach and if same is not cured within thirty (30) days from such notice, CONTRACTOR may revoke or cancel this Agreement as to such MUNICIPALITY, and no other MUNICIPALITY shall be liable for such breach. A termination by CONTRACTOR as to one MUNICIPALITY shall not effect a termination as to any other MUNICIPALITY.
- C. **Termination for Convenience:** All MUNICIPALITIES jointly may terminate this Agreement without cause upon the annual anniversary of this Agreement (May 1<sup>st</sup>) by providing at least one hundred and twenty (120) days written notice to the other before the annual anniversary date.

## XI. INDEMNIFICATION AND INSURANCE

- A. **Indemnification:** CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND EACH MUNICIPALITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND

AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF BRUSH, C&D DEBRIS, DEBRIS, GARBAGE, TRASH, SOLID WASTE, REFUSE OR RECYCLABLE MATERIALS UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS, AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, IF ANY. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND ANY MUNICIPALITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

CONTRACTOR SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY AND ALL INJURY OR DAMAGE TO MUNICIPALITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY A MUNICIPALITY IN ANY SUIT OR CLAIM AGAINST THE CONTRACTOR.

CONTRACTOR ADDITIONALLY ASSUMES ALL RESPONSIBILITY AND LIABILITY AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY BREACH OF MUNICIPALITY OBLIGATIONS UNDER THE JOINT SOLID WASTE DISPOSAL AGREEMENT WITH WASTE MANAGEMENT OF TEXAS, INC.

- B. **Insurance:** CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under this Agreement, certificates evidencing such coverage are received by each MUNICIPALITY and such insurance has been approved by each MUNICIPALITY. CONTRACTOR shall be responsible for delivering to each MUNICIPALITY CONTRACTOR'S certificate of insurance for approval. The failure by the CONTRACTOR to keep in full force and

effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

CONTRACTOR agrees to carry the following types of insurance at all times while this Agreement is in effect, and agrees that each policy shall contain a provision that coverage will not be cancelled until at least thirty (30) days' prior written notice has been given to each MUNICIPALITY:

- 1) Workers compensation insurance in the statutory amounts required by the State of Texas covering all employees engaged in any operations covered by this Agreement.
- 2) Automobile Liability - \$1,000,000 Single Limit, bodily injury and property damage combined.
- 3) General Liability - \$5,000,000 Single Limit, bodily injury and property damage combined.
- 4) Excess Umbrella Liability - \$5,000,000 per occurrence.

Such policies of insurance shall be issued by companies authorized to do business in the State of Texas, and each MUNICIPALITY, its officers, agents, elected officials and employees shall be named as an additional insured on all such policies except workers compensation.

## **XII. HAZARDOUS WASTE**

CONTRACTOR shall not be required to collect or dispose of any oil, sludge, fecal material or any radioactive, pathological, toxic, acidic or volatile material, or other Hazardous Waste or Excluded Waste from any Commercial or Residential customer. Title to Garbage, Trash, Brush, C & D Debris, and Recyclable Material shall pass to the CONTRACTOR when placed in CONTRACTOR'S collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to CONTRACTOR. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall take such steps and precautions as are required by the applicable laws governing disposal of such material. If Excluded Waste is discovered before it is collected by CONTRACTOR, CONTRACTOR may refuse to collect the entire container of waste. In such situations, CONTRACTOR shall contact the MUNICIPALITY and the MUNICIPALITY shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event that any Excluded Waste is not discovered by CONTRACTOR before it is collected, CONTRACTOR may, in its sole discretion remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The MUNICIPALITY shall provide reasonable assistance to CONTRACTOR to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by CONTRACTOR in connection with such Excluded Waste. Subject to the MUNICIPALITY

providing such reasonable assistance to CONTRACTOR, CONTRACTOR shall release the MUNICIPALITY from any liability for any such costs incurred by CONTRACTOR in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the MUNICIPALITY.

### XIII. OUTSIDE DISPOSAL FEE

The MUNICIPALITIES have negotiated the Municipal Disposal Rate at the Municipal Disposal Location, which disposal rate is a reduced rate from that which is otherwise available. Should CONTRACTOR be required through the Municipal Disposal Agreement to utilize the Municipal Disposal Rate to dispose of solid waste from any outside source in Parker County, Texas (outside source meaning any customer other than a customer located in the city limits of the parties to this Agreement), CONTRACTOR shall pay an Outside Disposal Fee into an escrow account for the benefit of all MUNICIPALITIES jointly and dispose of a minimum of fifteen thousand (15,000) tons of solid waste from outside sources. The Outside Disposal Fee shall be 10% of the then existing Municipal Disposal Rate multiplied by the tonnage of solid waste disposed of from any outside source.

CONTRACTOR shall separately track and report monthly to each MUNICIPALITY the tonnage of solid waste disposed of from any outside source using the Municipal Disposal Rate. Upon reasonable notice, each MUNICIPALITY shall have the right to request an audit of such outside source account records of the CONTRACTOR.

### XIV. MISCELLANEOUS

- A. **Compliance with Laws:** CONTRACTOR hereby agrees to comply with all applicable federal, state, and local laws including the Fair Labor Standards Act and rules, regulations orders and decrees of the Texas Department of Health, the Texas Commission on Environmental Quality and the United States Environmental Protection Agency. **CONTRACTOR shall indemnify and hold harmless each MUNICIPALITY, its officers, agents, elected officials and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order or decree, whether such violation was by CONTRACTOR, its agents or employees, or any subcontractor or assignee.**
- B. **Inspection of Performance:** Each MUNICIPALITY may inspect CONTRACTOR'S operations, equipment, and performance at any reasonable time and CONTRACTOR shall furnish each MUNICIPALITY with reasonable opportunity to inspect CONTRACTOR'S operations, equipment, or to otherwise ascertain whether or not the work is being performed in accordance with the requirements of this Agreement.
- C. **Multiple Originals:** This Agreement may be executed in multiple counterparts, each of which shall be deemed for all purposes to be an original, and all of which are identical.

- D. **Paragraph Headings:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **Successors, Assigns and Assignment:** All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto. This Agreement may not be assigned or sublet by CONTRACTOR without the prior written consent of all MUNICIPALITIES jointly.
- F. **Notices:** All notices and statements required or permitted to be given, and all payments to be made hereunder, shall be given or made in writing at the respective addresses of the parties as set forth on the signature page hereof, unless notification of a change of address is given to all other parties in writing. The date of receipt of any such notice shall be deemed the date the notice or statement is deposited with the U.S. Postal Service via certified U.S. mail, return receipt requested, postage prepaid.
- G. **Governmental Powers and Immunity:** It is understood and agreed that by execution of this Agreement, no MUNICIPALITY waives or surrenders any of its governmental powers, or sovereign immunity.
- H. **Taxes:** CONTRACTOR shall pay all federal, state, and local taxes including sales tax, social security, worker's compensation, unemployment insurance, and any and all other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in CONTRACTOR'S performance of this Agreement.
- I. **Licenses, Permits, and Fees:** CONTRACTOR agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. CONTRACTOR shall also pay, at CONTRACTOR'S own expense, all disposal fees associated with the collection, removal and disposal of solid waste under this Agreement; provided, however, CONTRACTOR shall have the right to seek discretionary rate adjustments as specifically set forth in Section IV. C. of this Agreement.
- J. **Savings Provision:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.
- K. **Audit:** Either CONTRACTOR or any MUNICIPALITY may request an audit of all account records by the MUNICIPALITY'S or CONTRACTOR'S outside, independent audit firm then engaged by the MUNICIPALITY or, as applicable, the CONTRACTOR at the time of the request. Such audit shall be at the expense of the party requesting same. Further, documentation of billings will be provided to the MUNICIPALITY or CONTRACTOR upon request by the other party.

- L. **Force Majeure:** The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, strikes, acts of war, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- M. **Attorneys Fees:** The prevailing party in any suit, action or proceeding arising out of or involving the enforcement, interpretation or application of this Agreement shall be entitled to recover all reasonable attorneys' fees incurred in connection with such action, suit or proceeding, in accordance with Section 271.159 of the Texas Local Government Code.
- N. **Governing Law and Venue:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue shall lie in Parker County, Texas.
- O. **Favored Nations:** If, after the effective date of this Agreement, CONTRACTOR enters into a new solid waste agreement or renews an existing solid waste agreement with any MUNICIPALITY or another municipality in Parker County, Texas under different or more favorable rates or terms than set forth herein, each MUNICIPALITY shall have the option to amend this AGREEMENT to provide the same rates or terms with respect to solid waste collection in the MUNICIPALITY.
- P. **Non-appropriation:** If the governing body of any MUNICIPALITY fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year and no such appropriation is legally made within two weeks after demand by CONTRACTOR, an Event of Non-appropriation will have occurred, and such MUNICIPALITY may terminate the Agreement as of the current Fiscal Year. Nothing in this Agreement will be deemed in any way to obligate any MUNICIPALITY or create a debt of the MUNICIPALITY beyond its current Fiscal Year. CONTRACTOR has no right to compel any MUNICIPALITY to levy or collect taxes, to make any payments required hereunder or to expend funds beyond the amount provided for in the then current Fiscal Year of the MUNICIPALITY.
- Q. **Performance Bond:** CONTRACTOR agrees that upon the execution of this Agreement and before beginning work, it shall make, execute, and deliver to each MUNICIPALITY a good and sufficient surety bond in a form furnished or approved by the MUNICIPALITY, to secure the faithful performance of the terms and conditions herein. Such bond shall cover each MUNICIPALITY and be in the total amount of One Hundred Thousand Dollars (\$100,000). The surety shall be a surety company duly authorized to do business in the State of Texas, and be approved by the MUNICIPALITY.



- R. **Independent Contractor:** It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work, duties, and rights granted herein, and that neither CONTRACTOR nor any person performing any of the work covered under this Agreement is in any respect an agent, servant, officer, or employer of any MUNICIPALITY. This Agreement specifies the work to be done by CONTRACTOR, but the method to be employed to accomplish this work shall be the exclusive responsibility of CONTRACTOR, and under CONTRACTOR'S exclusive right of control. The doctrine of *respondeat superior* shall not apply between any MUNICIPALITY and CONTRACTOR, or any of CONTRACTOR'S agents, servants, employees, or subcontractor's and nothing herein shall be construed as creating a partnership or joint enterprise between any MUNICIPALITY and CONTRACTOR.
- S. **Judicial Interpretation:** Each MUNICIPALITY and CONTRACTOR agree that if any term or provision of this Agreement is submitted to a court for judicial interpretation, that such court shall not apply the presumption resulting from the rule of construction that a document or its contents is to be construed against the person or entity who prepared the same.
- T. **Immunity:** CONTRACTOR stipulates that each MUNICIPALITY is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, no MUNICIPALITY waives any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.
- U. **No Third Party Beneficiaries:** This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed to confer any rights, remedies or right of action upon any person or entity other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates, indicated below.

**REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

Address: 1212 Harrison Avenue  
Arlington, Texas 76011

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_



STATE OF TEXAS       §  
                                      §  
 COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
 Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

**TOWN OF ANNETTA, TEXAS**

Address: P.O. Box 1150  
Aledo, Texas 76008

By: \_\_\_\_\_  
Bruce Pinckard, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

**TOWN OF ANNETTA NORTH, TEXAS**

Address: P.O. Box 1238  
Aledo, Texas 76008

By: \_\_\_\_\_  
Bob Schmidt, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Secretary

**CITY OF ANNETTA, SOUTH**

Address: P.O. Box 61  
Aledo, Texas 76008

By: \_\_\_\_\_  
Gerhard Kleinschmidt, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

**CITY OF HUDSON OAKS, TEXAS**

Address: 201 N. Lakeshore Drive  
Hudson Oaks, Texas 76087

By: \_\_\_\_\_  
Pat Deen, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

**CITY OF WILLOW PARK, TEXAS**

Address: 516 Ranch House Road  
Willow Park, Texas 76087

By: \_\_\_\_\_  
Richard Neverdousky, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

# Attachment A - 5 Cities

## FRANCHISED CITY RATES

**ANNETTA, ANNETTA NORTH, ANNETTA SOUTH, HUDSON OAKS,  
WILLOW PARK**

### COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	\$ 63.40	\$ 116.64	\$ 160.98	\$ 197.45	\$ 227.08	\$ 250.70	\$ 29.22
3 YD	\$ 80.41	\$ 130.36	\$ 204.18	\$ 250.48	\$ 288.04	\$ 317.99	\$ 38.97
4 YD	\$ 94.46	\$ 149.53	\$ 231.60	\$ 294.21	\$ 338.35	\$ 373.53	\$ 44.80
6 YD	\$ 121.17	\$ 202.62	\$ 307.68	\$ 377.41	\$ 434.41	\$ 479.17	\$ 56.51
8 YD	\$ 146.61	\$ 244.26	\$ 416.37	\$ 497.75	\$ 632.56	\$ 729.46	\$ 68.19
4 Comp YD	\$ 189.59	N/A	N/A	N/A	N/A	N/A	\$ 44.80

### COMMERCIAL ROLLOFF RATES

SIZE	TYPE	HAUL, DISPOSAL, DELIVERY	RENTAL	DEPOSIT
20 YD	OPEN	\$ 388.77	\$ 5.27	\$ 601.19
30 YD	OPEN	\$ 486.59	\$ 5.27	\$ 655.84
40 YD	OPEN	\$ 526.72	\$ 5.27	\$ 765.15
30 YD	COMP	\$ 593.76	NEGO	NEGO
35 YD	COMP	\$ 618.24	NEGO	NEGO
40 YD	COMP	\$ 722.30	NEGO	NEGO
42 YD	COMP	\$ 765.15	NEGO	NEGO
20 YD	OT-SLUDGE	\$ 645.17	NEGO	N/A

Annetta contract# 7538036
Annetta North contract# 7538037
Annetta South contract# 7538034
Hudson Oaks contract# 7538031
Willow Park contract# 7538033

FRANCHISE FEE PERCENTAGE 12.00%  
(Included in Rates)

#### COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$20.11 PER MONTH

**CASTERS:** \$ 6.73 /MONTH **LOCKS:** \$ 12.85 /MONTH

RESIDENTIAL CURBSIDE: (2x per week) <b>HP 1 or CA 0.48</b>	\$ 10.77 /MONTH
RECYCLING CURBSIDE: (1x per week) <b>CA 0.32</b>	\$ 3.90 /MONTH
POLYCART RENTAL	\$ 2.75 /MONTH
SPECIAL PICK-UP-CURBSIDE	\$ 30.61 MIN CHG

**EFFECTIVE DATE:** 5/1/2016

# Attachment A - Aledo

## FRANCHISED CITY RATES

**ALEDO, ANNETTA, ANNETTA NORTH, ANNETTA SOUTH, HUDSON  
OAKS, WILLOW PARK**

### COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	\$ 60.96	\$ 112.15	\$ 154.79	\$ 189.86	\$ 218.35	\$ 241.06	\$ 29.22
3 YD	\$ 77.32	\$ 125.35	\$ 196.33	\$ 240.85	\$ 276.96	\$ 305.76	\$ 38.97
4 YD	\$ 90.83	\$ 143.78	\$ 222.69	\$ 282.89	\$ 325.34	\$ 359.16	\$ 44.80
6 YD	\$ 116.51	\$ 194.83	\$ 295.85	\$ 362.89	\$ 417.70	\$ 460.74	\$ 56.51
8 YD	\$ 140.97	\$ 234.87	\$ 400.36	\$ 478.61	\$ 608.23	\$ 701.40	\$ 68.19
4 Comp YD	\$ 181.45	N/A	N/A	N/A	N/A	N/A	\$ 44.80

### COMMERCIAL ROLLOFF RATES

SIZE	TYPE	HAUL, DISPOSAL, DELIVERY	RENTAL	DEPOSIT
20 YD	OPEN	\$ 373.82	\$ 5.27	\$ 601.19
30 YD	OPEN	\$ 467.88	\$ 5.27	\$ 655.84
40 YD	OPEN	\$ 506.46	\$ 5.27	\$ 765.15
30 YD	COMP	\$ 467.88	NEGO	NEGO
35 YD	COMP	\$ 618.24	NEGO	NEGO
40 YD	COMP	\$ 722.30	NEGO	NEGO
42 YD	COMP	\$ 765.15	NEGO	NEGO
20 YD	OT-SLUDGE	\$ 645.17	NEGO	N/A

Aledo contract# 7538035

FRANCHISE FEE PERCENTAGE 8.00%  
(Included in Rates)

#### COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$19.34 PER MONTH

**CASTERS:** \$ 6.73 /MONTH **LOCKS:** \$ 12.85 /MONTH

RESIDENTIAL CURBSIDE: (1x per week) <b>HP 1 or CA 0.48</b>	\$ 9.10 /MONTH
RECYCLING CURBSIDE: (1x per week) <b>CA 0.32</b>	\$ 3.90 /MONTH
POLYCART RENTAL	\$ 2.75 /MONTH
SPECIAL PICK-UP-CURBSIDE	\$ 30.61 MIN CHG

**EFFECTIVE DATE:** 5/1/2016

Item will be provided  
by City Attorney

Item will be provided  
by City Attorney



40-8406	Reimbursable & Deposit Refunds	\$ 5,400	\$ -	\$ 5,400	#DIV/0!
2160	\$30 per month per Elected Official - Council Internet				
3240	\$45 per month per Elected Official - Council Cell Phones				
40-8407	Special Events	\$ -	\$ -	\$ -	#DIV/0!
40-8408	Subscriptions & Publications	\$ -	\$ -	\$ -	#DIV/0!
40-8409	Travel & Training	\$ 9,000	\$ 9,000	\$ -	0.0%
3000	\$500 per Elected Official - Travel Expenses				
3000	\$500 per Elected Official - TML Workshops				
2000	TX Municipal Clerks Association Training				
1000	GFOA, GFOAT, Public Investment Act Training				
40-8410	Streets	\$ -	\$ -	\$ -	#DIV/0!
40-8411	Drainage	\$ -	\$ -	\$ -	#DIV/0!
40-8411	Water Distribution	\$ -	\$ -	\$ -	#DIV/0!