

City of Willow Park City Council Regular Meeting Public Safety Building 101 Stagecoach Trail, Willow Park, TX 76087 Tuesday, January 12 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 & Public Comment

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 November 19, 2015
- **B.** Approve City Council Meeting Minutes December 10, 2015

<u>Section III – Planning & Development</u>

- **7.** Discussion Only: Hold Public Hearing on Extra Territorial Jurisdiction (ETJ) boundary adjustment with the City of Annetta North regarding property in McDavid Estates subdivision, along Jenkins Road, and the West Oak subdivision.
 - A. Open Public Hearing
 - B. Close Public Hearing
- **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 require executive session.

- 9. 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.
 - A. Open Public Hearing
 - B. Close Public Hearing
 - C. Take Action
- 10. Hold Public Hearing and make a Recommendation on a Rezoning request for an approximate 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, to change from R-1 Residential to C-Commercial zoning district, located at approximately 401 Crown Pointe Blvd. more commonly known as the Medical Office Site.
 - A. Open Public Hearing
 - B. Close Public Hearing
 - C. Take Action
- 11. Hold Public Hearing and make a Recommendation on a Rezoning for an approximate 12.60 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, to change from C –Commercial to PD-Planned Development zoning district, located at approximately 400 Crown Lane more commonly known as the Senior Living Campus.
 - A. Open Public Hearing
 - B. Close Public Hearing
 - C. Take Action
- 12. Hold Public Hearing and make a Recommendation on a Right of Way Dedication for the extension of Crown Pointe Boulevard for an approximate 44.99 acre tract, more or less, 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 recorded in Volume 2896, Page 403, Deed Records Parker County, Texas. more commonly known as the Willow Park Baptist New Campus Site
 - A. Open Public Hearing
 - B. Close Public Hearing
 - C. Take Action
- **13.** Hold Public Hearing and make a Recommendation on a Right of Way Dedication for the extension of Crown Pointe Boulevard for an approximate 7.220 acre tract, more or less, situated in the Wesley Franklin Survey, Abstract No. 468, Parker County, Texas, owned by the City with a street

address of 30 Crown Road, Willow Park, Parker County, Texas more commonly known as the City of Willow Park Existing Wastewater Treatment Plant Site.

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

Section IV- Public Works Items

14. Discussion/Action: Schedule Town Hall meet to discuss future wastewater treatment plant locations on Thursday, March 3, 2016 at 7 p.m. at Willow Park Baptist Church, 129 S. Ranch House Road (Mayor Neverdousky)

Section V- General Items

- **15.** Discussion/Action: Receive Financial and Investment Report (Budget & Financial Analyst Candy Scott)
- **16.** Discussion/Action: Act on agreement with STW for Accounting Software Conversion (Budget & Financial Analyst Candy Scott)
- **17.** Discussion/Action: Act of Interlocal agreement with Parker County for use of digital radios (Police Chief Brad Johnson)
- 18. Discussion/Action: Receive Public Safety Report (Police Chief Brad Johnson)
 - A. Annual Police Activity Report
 - B. Receive 2015 City of Willow Park Police Department Racial Profiling Report
 - C. Use of Force Reporting
 - D. Status of Digital Radio Conversion
 - E. Status of Fleet Improvements
 - F. Status Digital Accident Report Filing

Section VI – Council Requested Items

19. Discussion/Action: Act on an agreement with Republic Services for Solid Waste collection services (Mayor Neverdousky)

Section VII - Informational

20. Mayor & Council Member Announcements

21. City Administrator's Report

- A. City Hall Remodel
- B. Annual Audit
- C. Bond Committee Meeting Wednesday, January 20, 2016

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.

22. Executive Session

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

Section IX - Adjournment

23. 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 January 8, 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.



City of Willow Park City Council Special Meeting City Hall 516 Ranch House Rd., Willow Park, TX 76087 Thursday, November 19, 2015 at 7:00 p.m. **Minutes**

<u>Section I – Presentations</u>

1. Call to Order

Mayor Neverdousky called the meeting to order at 7:01 p.m.

2. Determination Of Quorum

Mayor Richard Neverdousky Councilmember Brian Thornburg Councilmember Gene Martin Councilmember Greg Runnebaum Councilmember James Mullins Councilmember Tim Griffiths

Staff Present: City Administrator Matt Shaffstall City Attorney Rider Scott City Secretary Josh Armstrong

3. Invocation & Pledge of Allegiance

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

- 4. Special Recognitions
- ***No Recognitions
- 5. Citizen Presentations & Public Comment
- ***No Citizen Presentations

Section II - Consent Agenda

- **6.** Approve and Act on Consent Agenda
 - Approve City Council Meeting Minutes October 13, 2015
 - Approve designation of certain Municipal surplus property for sale by auction or other means and providing public notice of the time and place of disposition.

***Councilmember Martin made a motion to adopt the consent items as amended.

Seconded by Councilmember Mullins Aye votes: Councilmembers Thornburg, Martin, Runnebaum, Mullins and Griffiths Motion passed with a vote of 5-0

Section III - Planning & Development

- 7. Discussion/Action: Receive recommendations from the Planning and Zoning Commission concerning possible amendments or additions to Chapter 2 "ANIMAL CONTROL" of the Municipal Code regarding the ownership of livestock and the terms and conditions for on premise retention of said livestock within the Municipal limits.
- ***Councilmember Thornburg made a motion to direct staff to draft an ordinance encompassing the recommendations of the planning and zoning commission with the exception of changing the maximum number of large breed animals on the first acre from 2 heads to one head.

Seconded by Councilmember Martin Aye votes: Councilmembers Thornburg, Martin, Runnebaum, Mullins and Griffiths Motion passed with a vote of 5-0

- 8. Discussion/Action: Hold Public Hearing and Take Action on Ordinance 722-15 providing municipal authorization for the extended hours of sale of mixed beverages by a person or entity who holds or has issued to them a valid permit to sell mixed beverages, by Amending Chapter 4, "BUSINESS REGULATIONS" by adopting a new Article permitting such in Districts Zoned: Class III- Business "C" COMMERCIAL.
 - A. Open Public Hearing @ 7:25 p.m.
 - **B.** Close Public Hearing @ 7:31 p.m.
 - C. Take Action on Ordinance 722-15, Extended Hours for mixed beverage sales

***Councilmember Mullins made a motion to adopt Ordinance 722-15.

Seconded by Councilmember Griffiths Aye votes: Councilmembers Thornburg, Martin, Runnebaum, Mullins and Griffiths Motion passed with a vote of 5-0

9. Discussion/Action: Discuss any necessary public hearings or special meetings and related planning, coordination, chronology, logistics or other matters related to Extra Territorial Jurisdiction (ETJ) reduction or relinquishment and contemporaneous addition of ETJ between the City and Annetta North.

***Discussion Only

Section IV- Public Works Items

10. Discussion/Action: Take action on Ordinance 723-15 Providing authorization to amend Chapter 10 "TRAFFIC CONTROL", Schedule "A"- TRAFFIC CONTROL DEVICE LISTING", Willow Park Code of Ordinances by authorizing certain traffic control devices within the Stagecoach Estates Subdivision.

***Councilmember Mullins made a motion to adopt Ordinance 723-15.

Seconded by Councilmember Griffiths Aye votes: Councilmembers Thornburg, Martin, Runnebaum, Mullins and Griffiths Motion passed with a vote of 5-0

Section V - General Item

- 11. Discussion/Action: Hold Public Hearing and take action on Ordinance 724- 15 providing authorization for the Municipal Issuance of Certificates of Obligation for that certain Capital Equipment approved in the FY 2015-16 Budget in the amount of \$1,330,591; Consider all matters incident and related to the issuance and sale of "City of Willow Park, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015", including the adoption of an ordinance authorizing the issuance of such Certificates of Obligation.
 - **A.** Open Public Hearing @ 7:50 p.m.
 - **B.** Close Public Hearing @ 8:03 p.m.
 - C. Take Action on Ordinance 724-15 Certificate of Obligation Issuance, Series 2015

Seconded by Councilmember Griffiths Aye votes: Councilmembers Thornburg, Martin, Runnebaum, Mullins and Griffiths Motion passed with a vote of 5-0

12. Receive Financial & Investment Report

***Report Received

Section VI – Council Requested Items

13. Discussion/Action: Appoint Bond Advisory Committee members and tentatively schedule public workshops to discuss potential Municipal bond projects.

***Town Hall Meeting scheduled for December 3 at 7pm.

Section VII - Informational

14. Mayor & Council Member Announcements

^{***}Councilmember Martin made a motion to adopt Ordinance 724-15.

15. City Administrator's Report

A. Re-Scheduling December 2015 City Council Meeting

***Councilmember Martin made a motion to move the date of the December council meeting from December 8 to December 10 at 7pm.

Seconded by Councilmember Griffiths Aye votes: Councilmembers Thornburg, Martin, Runnebaum, Mullins and Griffiths Motion passed with a vote of 5-0

Section VIII – Executive Session

Mayor Neverdousky recessed to executive session at 8:41 p.m.

16. Executive Session

- A. Personnel Compensation Study
- **B.** Economic Development H.O.T. Grants/Sponsorships
- C. Economic Development Utilities

Mayor Neverdousky reconvened to open meeting at 10:37 p.m.

<u>Section IX – Adjournment</u>

17. Adjournment

***Councilmember Mullins made a motion to adjourn.

Seconded by Councilmember

Aye votes: Councilmembers Thornburg, Martin, Runnebaum, Mullins and Griffiths Motion passed with a vote of 5-0

Mayor Neverdousky adjourned the meeting at 10:38 p.m.

APPROVED	
Richard Neverdousky, Mayor City of Willow Park, Texas	
	ATTEST:
	Josh Armstrong, City Secretary



City of Willow Park City Council Regular Meeting City Hall 516 Ranch House Rd., Willow Park, TX 76087 Thursday, December 10, 2015 at 7:00 p.m. **Minutes**

<u>Section I – Presentations</u>

1. Call to Order

Mayor Neverdousky called the meeting to order at 7:02 p.m.

2. Determination Of Quorum

Mayor Richard Neverdousky Councilmember Brian Thornburg Councilmember Gene Martin Councilmember Greg Runnebaum Councilmember James Mullins

Staff Present:

City Administrator Matt Shaffstall City Attorney Rider Scott City Secretary Josh Armstrong

Absent: Councilmember Tim Griffiths

3. Invocation & Pledge of Allegiance

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

- 4. Special Recognitions
- ***Recognize Boy Scout Troop 1099 & Toys for Tots.
- 5. Citizen Presentations & Public Comment
- ***No Citizen Presentations

Section II - Consent Agenda

6. Approve and Act on Consent Agenda

A. Approve City Council Meeting Minutes – November 19, 2015

***Minutes not available. Will be added to the January agenda.

Section III – Planning & Development

7. Discussion/Action: Set dates of public hearings and special meetings related to Extra Territorial Jurisdiction (ETJ) boundary adjustment with the City of Annetta North.

***Councilmember Martin made a motion to hold a public hearing at the next regular city council meeting to address negotiated land transfers for ETJ between Willow Park and Annetta North.

Seconded by Councilmember Mullins

Aye votes: Councilmembers Thornburg, Martin, Runnebaum, and Mullins Motion passed with a vote of 4-0

***Councilmember Martin made a motion to hold a special meeting on January 14, 2016 to act upon resolutions pertaining to modifications in ETJ.

Seconded by Councilmember Thornburg

Aye votes: Councilmembers Thornburg, Martin, Runnebaum, and Mullins Motion passed with a vote of 4-0

- 8. Discussion Only: Hold Public Hearing on potential rezoning two different tracts of land for Senior living, integrated skilled nursing facilities, and medical offices located between Crown Pointe Blvd and Crown Ln North of the THR Hospital site south of the Willow Park Baptist Church site.
 - A. Open Public Hearing @ 7:15 p.m.
 - B. Close Public Hearing @ 7:32 p.m.

Section IV- Public Works Items

9. Discussion/Action: Receive Public Works Report

***Received report from Public Works Director Steve Martin & City Engineer Derek Turner

10. Discussion/Action: Notice to Proceed with Limited Utility and Site Development for Stockon5 Construction with the Meadow Place neighborhood development at the direction of City Engineer and Public Works Director.

***Councilmember Runnebaum made a motion to authorize a limited notice to proceed utility and site development within the meadow place subdivision development with the approval of the City Engineer and Public Works Director.

Seconded by Councilmember Martin

Aye votes: Councilmembers Martin, Runnebaum, and Mayor Neverdousky

Nay votes: Councilmembers Thornburg and Mullins

^{***}Discussion Only

Motion passed with a vote of 3-2

***Developer Jerry Stockon said he would not be laying any pipe.

Section V - General Item

11. Discussion/Action: Accept Offer from Kauffman County E.S.D. #1, College Mound Volunteer Fire Department for \$35,000 for purchase of used Fire apparatus, Rescue Truck #35.

***Councilmember Mullins made a motion to accept Offer from Kauffman County E.S.D. #1, College Mound Volunteer Fire Department for \$35,000 for purchase of used Fire apparatus, Rescue Truck #35.

Seconded by Councilmember Martin Aye votes: Councilmembers Thornburg, Martin, Runnebaum, and Mullins Motion passed with a vote of 4-0

<u>Section VI – Council Requested Items</u>

12. Discussion/Action: Appoint members of Bond Advisory Committee.

***Councilmember Martin made a motion to approve the following applicants for the Bond Advisory Committee:

Mary Galle

Kay Davis

Debra Wenzel

David Wenzel

Norman Hogue

David Wagner

Kierin Johnson

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Thornburg, Martin, Runnebaum, and Mullins Motion passed with a vote of 4-0

13. Discussion/Action: Ordinance 724-15 Updating and Modifying Process for Calling or Canceling City Council Meeting Dates, Start Times and Special Meetings.

***Councilmember Runnebaum made a motion to adopt Ordinance 724-15.

Seconded by Councilmember Thornburg Aye votes: Councilmembers Thornburg, Martin, Runnebaum, and Mullins Motion passed with a vote of 3-1

Section VII - Informational

14. Mayor & Council Member Announcements

15. City Administrator's Report

<u>Section VIII – Executive Session</u>

Mayor Neverdousky recessed to executive session at 9:35 p.m.

16. Executive Session

- a. Personnel Performance Evaluation & Contract Renewal of City Administrator
- b. Economic Development Development Agreement(s)

Mayor Neverdousky reconvened to open meeting at 11:30 p.m.

Section IX – Adjournment

- 17. Discussion/Action: Authorize and Approve City Administrator Agreement with Matthew Brandon Shaffstall.
- ***Councilmember Martin made a motion to authorize the Mayor Neverdousky to enter into an amended agreement with the city administrator to extend the city administrators current employment agreement for a period of three months specifically extending the effect of that contract through March 31, 2016.

Seconded by Councilmember Runnebaum Aye votes: Councilmembers Thornburg, Martin, Runnebaum, and Mullins Motion passed with a vote of 4-0

18. Adjournment

***Councilmember Martin made a motion to adjourn.

Seconded by Councilmember Runnebaum Aye votes: Councilmembers Thornburg, Martin, Runnebaum, and Mullins Motion passed with a vote of 4-0

Mayor Neverdousky adjourned the meeting at 11:31 p.m.

APPROVED	
Richard Neverdousky, Mayor City of Willow Park, Texas	
	ATTEST:
	Josh Armstrong, City Secretary City of Willow Park, Texas



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: December 3, 2015

Item Number: 7

Subject: ETJ Swap with Annetta North

Detail Memo

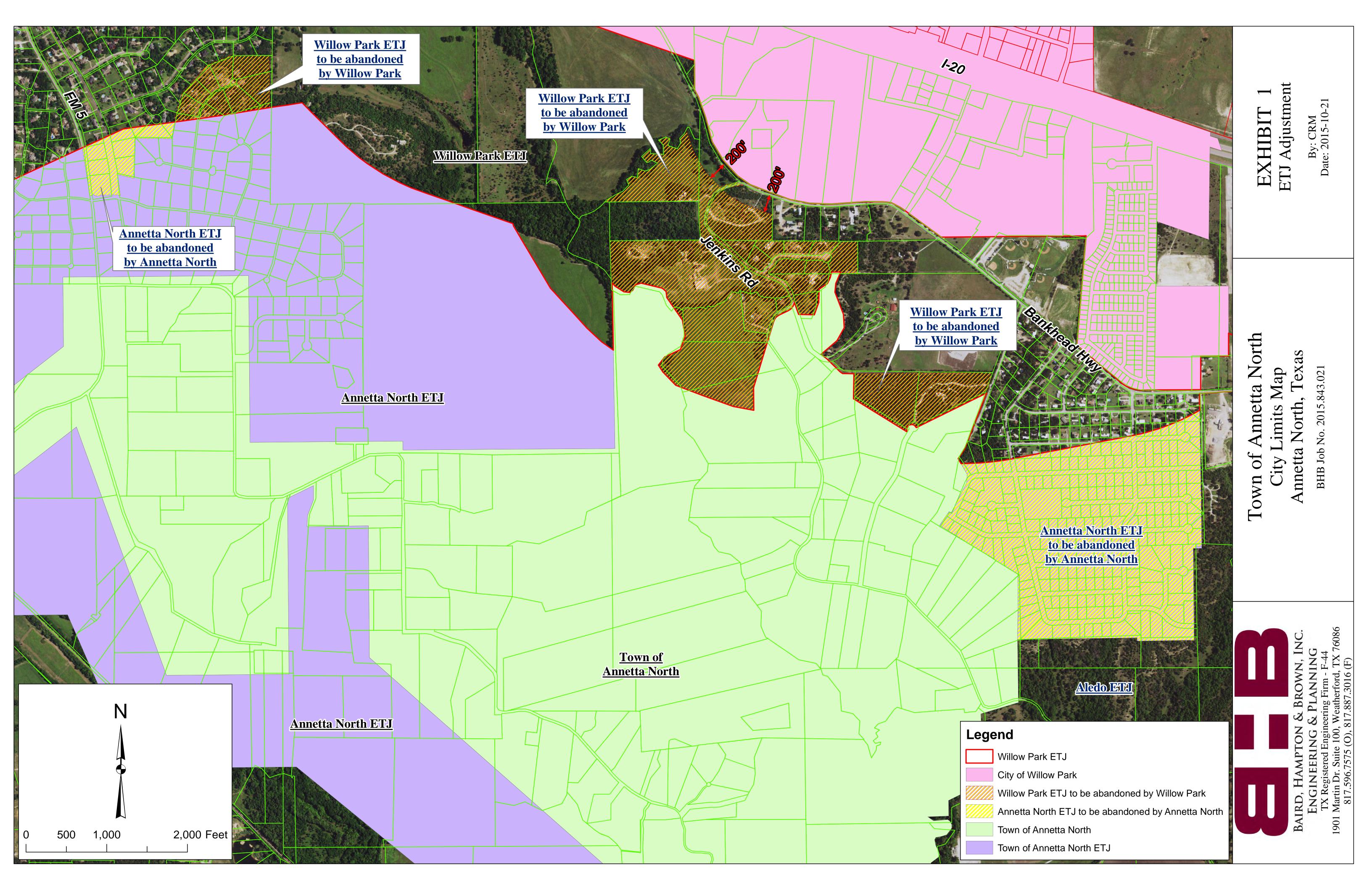
City Council Action Requested: Schedule public hearing for Tuesday, January 14, 2015 at the Regular City Council meeting and hold a special meeting for Thursday, January 16, 2016 at the Community Center.

Background Information: This would be the two side-by-side meeting of the Willow Park and Annetta North City Councils to release and accept the ETJ (Extra Territorial Jurisdiction).

Board/Citizen Input: N/A

Financial Consideration: N/A

Attachment(s): Proposed ETJ Map





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: January 6, 2015

Item Number: 8

Subject: Development Agreement for Meadow Place Estates

Detail Memo

City Council Action Requested: Review and Approve Development Agreement prior to acting on Final Plat for Meadow Place Estates

Background Information: Staff feels that a developer's agreement is essential to address several infrastructure issues in order for the city to be able to accept the final plat for the Meadow Place Estates neighborhood. The core issues are:

- Water & Wastewater System Capacity The City is requesting 25% of impact fees for the entire neighborhood to be paid prior to the first housing permit being issues. The advanced funding will allow the City to move quicker on either a temporary sewer package plant or development of a new wastewater treatment plant.
- 2. Wastewater line sizing The development agreement requires the upsizing of the wastewater collection line that this neighborhood would flow directly into.
- 3. Road Completion The development agreement identifies that the party who develops the tract of land to the West of the site and North of Trinity Meadow Parkway will be responsible for bringing the remainder of the road up to city street standard.
- 4. Land Swap In lieu of developing an on-site park the developer is offering to give the city the site South of Trinity Meadows Parkway along Kings Gate Rd.

Board/Citizen Input: N/A

Financial Consideration: Development agreement includes a impact fee credit for upsizing city portion of wastewater collection line.

Attachment(s): Development Agreement Draft & Attachments

^{**}Please note that the City Attorney's comments, staff comments, and Council comments have not been included with this draft. This item along with the Final Plat may need to be tabled until the Thursday, January 14, 2016 Special Meeting to ensure all comments have been addressed and agreed to by the developer.

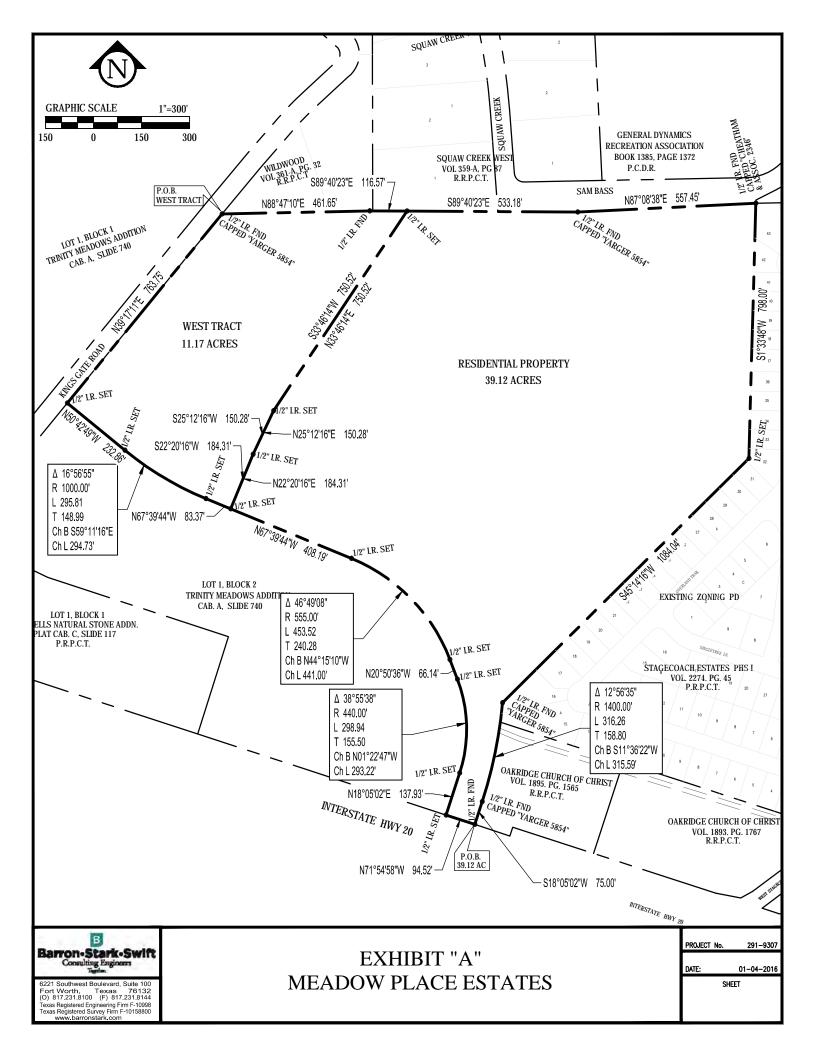


EXHIBIT A1 LEGAL DESCRIPTION – RESIDENTIAL PROPERTY

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 1/2 inch found iron rod being the southwest corner of 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 1/2 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 1/2 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″ wEST a distance of 66.14 feet to a 1/2 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 1/2 inch set iron rod;

Thence North 67° 39' 44" West a distance of 408.19 feet to a 1/2 inch set iron rod;

Thence North 22° 20′ 16″ East a distance of 184.31 feet to a 1/2 inch set iron rod;

Thence North 25° 12′ 16″ East a distance of 150.28 feet to a 1/2 inch set iron rod;

Thence North 33° 46′ 14″ East a distance of 750.52 feet to a 1/2 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 1/2 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 1/2 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 45 Plat Records, Parker County Texas;

Thence South 01° 33′ 48″ West, with the Stagecoach Estates west line, a distance of 798.00 feet to a 1/2 inch found iron rod;

Thence South 45° 14'16" West, continuing with the Stagecoach Estates west line, a distance of 1084.04 feet to a 1/2 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.

EXHIBIT B LEGAL DESCRIPTION – WEST TRACT

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

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

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

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

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

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

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

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

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

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

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



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: January 6, 2015

Item Number: 9

Subject: Final Plat for Meadow Place Estates

Detail Memo

City Council Action Requested: Approve 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.

Background Information:

The preliminary plat was originally recommended for rejection from the Planning & Zoning Commission by a 3-2 vote. The City Council approved the Preliminary Plat by a 4-1 vote.

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.

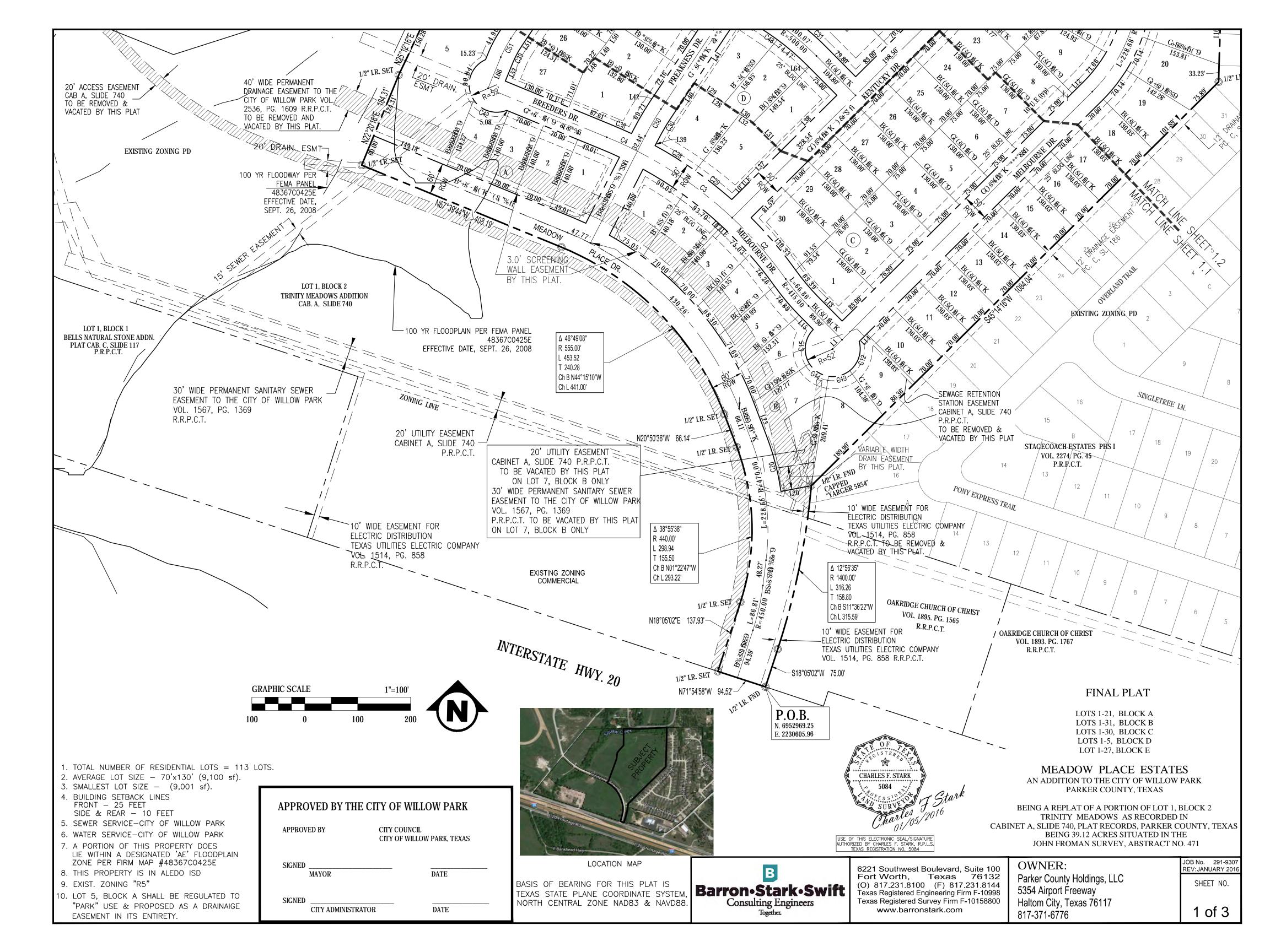
A development agreement has been proposed to address the infrastructure concerns of:

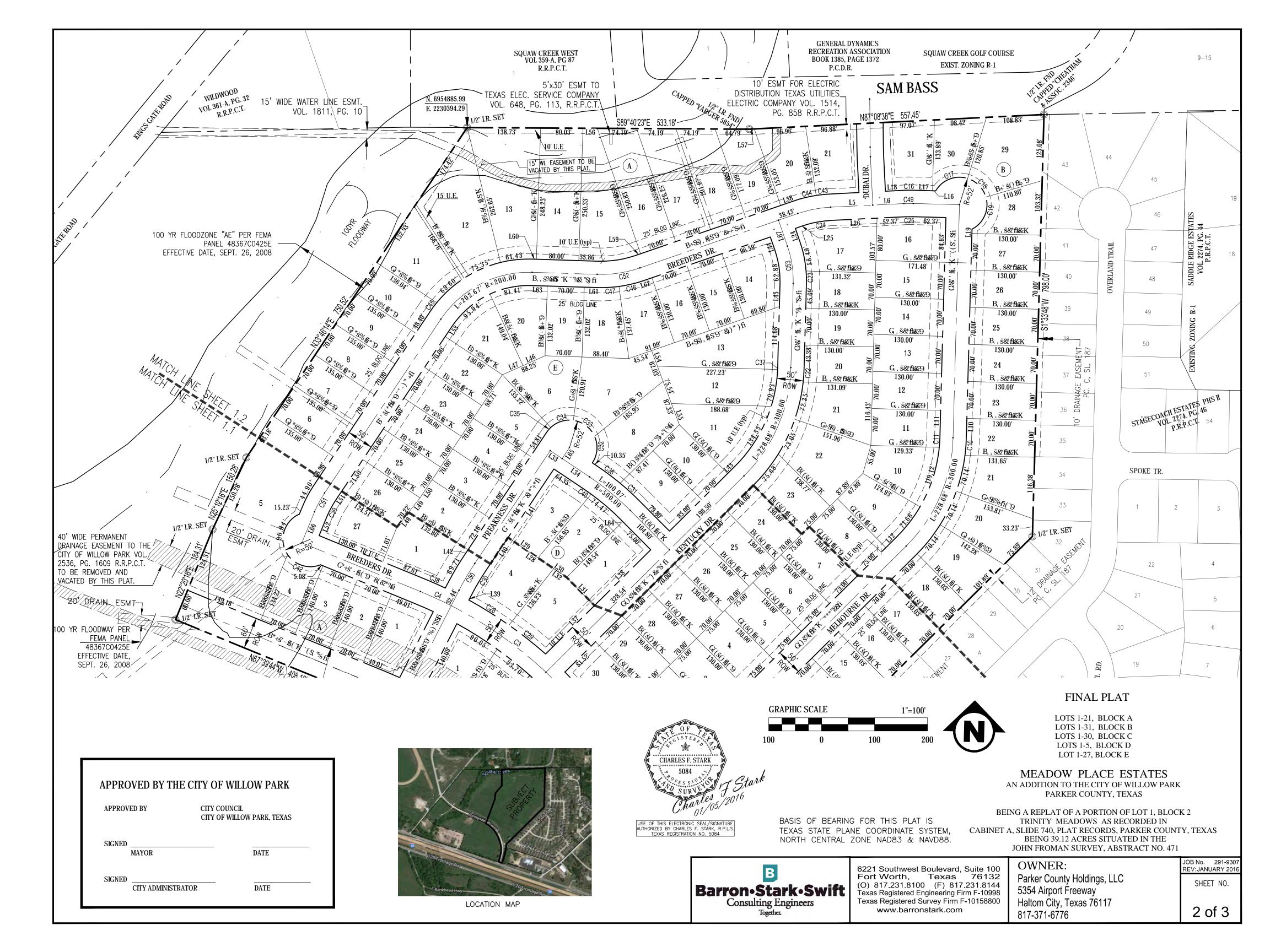
- 1. Water/Wastewater System capacity
- 2. Upsizing existing sewer collection line
- 3. Continuation of Trinity Meadows Parkway

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





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:

- 1. The public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances
- 2. 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.
- 3. 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
- 4. The City is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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 F	 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					201

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 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 1/2 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 1/2 inch set iron rod;

Thence North 22° 20' 16" Fast a distance of 184.31 feet to a 16 inch set iron rod:

Thence North 25° 12' 16" East a distance of 150.28 feet to a 1/2 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 1/2" 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 1/2 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.

CHARLES F. STARK

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 01/05/2016

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_____, 2015

Notary Public in and for the State of Texas

Line	lable		Line	Table
Length	Direction	Line #	Length	Direction
25.00'	N45° 14' 16"E	L47	42.80'	S66° 01' 51"W
79.89'	N87° 08' 38"E	L48	35.21	N38° 15' 50"E
59.09'	N87° 08' 38"E	L49	35.00'	N38° 15' 50"E
37.27'	S01° 33′ 48″W	L50	41.29	N33° 46' 14"E
51.17	S01° 33′ 48″W	L51	21.20'	N33° 46′ 14″E
29.22'	S45° 14′ 16″W	L52	38.75'	N22° 20' 16"E
64.90'	N44° 45′ 44″W	L53	22.67	N33° 46′ 14″E
20.17'	S45° 14' 16"W	L54	31.34	S20° 30' 58"E
37.90'	N44° 45′ 44″W	L55	42.48	S20° 30' 58"E
6.05'	N88° 26' 12"W	L56	27.06	N89° 40' 23"W
35.73'	N88° 26' 12"W	L57	9.24'	S87° 08' 38"W
34.09'	S87° 08' 38"W	L58	25.56	S70° 58' 40"W
7.93'	S01° 33′ 48″W	L59	9.94'	S70° 58' 40"W
58.38'	S79° 12′ 20″W	L60	7.18'	N88° 10' 03"W
66.11'	N20° 50′ 36″W	L61	23.77'	N88° 10' 03"W
26.91'	N19° 01' 20"W	L62	15.48'	S70° 58' 40"W
13.43'	N70° 58' 40"E	L63	29.27	N88° 10' 03"W
86.61	N87° 08' 38"E	L64	4.80'	S44° 45' 44"E
104.29	S55° 49' 16"E	L65	25.00'	S33° 46′ 14"W
68.52	S55° 49' 16"E	L66	63.75	S22° 20' 16"W
65.24	S55° 49' 16"E	L67	51.91'	S19° 01' 20"E
75.00'	S44° 45′ 44″E			
29.47'	S55° 49' 16"E			
27.00'	S56° 13′ 46″E			
62.35'	S56° 13′ 46″E			
130.25	N45° 14' 16"E			
149.54	N45° 14' 16"E			
7.83'	N27° 01' 00"E			
75.72'	N33° 46′ 14″E			
156.04'	N33° 46' 14"E			
14.79'	S33° 46' 14"W			
18.50'	N45° 14' 16"E			
26.91'	N19° 01' 20"W			
44.39'	N01° 33′ 48″E			
45.45	S66° 01' 51"W			
		•		
	Length 25.00' 79.89' 59.09' 37.27' 51.17' 29.22' 64.90' 37.90' 6.05' 35.73' 34.09' 7.93' 58.38' 66.11' 26.91' 13.43' 86.61' 104.29' 68.52' 65.24' 75.00' 29.47' 27.00' 29.47' 27.00' 13.43' 149.54' 7.83' 75.72' 156.04' 14.79' 18.50' 26.91' 44.39'	25.00' N45' 14' 16"E 79.89' N87' 08' 38"E 59.09' N87' 08' 38"E 37.27' S01' 33' 48"W 51.17' S01' 33' 48"W 29.22' S45' 14' 16"W 64.90' N44' 45' 44"W 64.90' N44' 45' 44"W 37.90' N44' 45' 44"W 6.05' N88' 26' 12"W 35.73' N88' 26' 12"W 34.09' S87' 08' 38"W 7.93' S01' 33' 48"W 58.38' S79' 12' 20"W 66.11' N20' 50' 36"W 26.91' N19' 01' 20"W 46.61' N87' 08' 38"E 104.29' S55' 49' 16"E 65.24' S55' 49' 16"E 75.00' S44' 45' 44"E 27.00'	Length Direction Line # 25.00' N45' 14' 16"E L47 79.89' N87' 08' 38"E L48 59.09' N87' 08' 38"E L49 37.27' S01' 33' 48"W L50 51.17' S01' 33' 48"W L52 64.90' N44' 45' 44"W L53 20.17' S45' 14' 16"W L54 37.90' N44' 45' 44"W L56 35.73' N88' 26' 12"W L56 35.73' N88' 26' 12"W L59 58.38' S79' 12' 20"W L60 66.11' N20' 50' 36"W L61 26.91' N19' 01' 20"W L62 13.43' N70' 58' 40"E L63 86.61' N87' 08' 38"E L64 104.29' S55' 49' 16"E L65 65.24' S55' 49' 16"E L67 75.00' S44' 45' 44"E L67 29.47' S55' 49' 16"E L67 130.25' N45' 14' 16"E L7 149.54' N45	Length Direction Line # Length 25.00' N45' 14' 16"E 1.47 42.80' 79.89' N87' 08' 38"E 1.49 35.00' 59.09' N87' 08' 38"W 1.50 41.29' 59.09' S01' 33' 48"W 1.51 21.20' 37.27' 501' 33' 48"W 1.51 21.20' 29.22' S45' 14' 16"W 1.53 22.67' 29.17' S45' 14' 16"W 1.53 22.67' 20.17' S45' 14' 16"W 1.53 22.67' 20.17' S45' 14' 16"W 1.54 31.34' 37.90' N44' 45' 44"W 1.53 22.67' 35.73' N88' 26' 12"W 1.56 27.06' 35.73' N88' 26' 12"W 1.58 25.56' 7.93' 501' 33' 48"W 1.59 9.94' 58.38' S79' 12' 20"W 1.60 7.18' 66.11' N19' 01' 20"W 1.62 25.00' 86.61' N87' 08' 38"E 1.64 4.80'

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"

LO ⁻	T TABUI	_ATION
LOT NO	BLOCK	AREA
1		11,192sf
2 3 4 5 6 7 8 9	A A A A A A A A A A A A A A A A A A A	9.800sf
3	Α	9,800sf 9,103SF
4	Α	9,103SF
5	Α	49,283sf
6	Α	9,450sf 9,450sf
7	Α	9,450sf
8	Α	9,450sf 9,450sf 9,457sf
9	Α	9,450sf
10	Α	9,457sf
11	Α	l 14.628sf
12	Α	22,918sf
13	Α	25,972sf
14	Α	100101
15	Α	18,289sf
16	Α	16,698sf
17	Α	14,977sf
11 12 13 14 15 16 17 18	Α	19,942sf 18,289sf 16,698sf 14,977sf 13,257sf 11,538sf 11,628sf
19	Α	11,538sf
20	Α	11,628sf
21	Α	11,497sf
LO ⁻	T TABUI	
LOT NO	BLOCK	AREA
1 2 3 4 5	B B	11,557sf
2	В	11,459sf
3	B B B	10,152sf
4	В	10,119sf
		10,359sf
6 7	В	11,015sf
1 7		
,	В	20,792sf
8	В	20,792sf 13,681sf
8	B B B	20,792sf 13,681sf 9,039sf
8	В В В В	20,792sf 13,681sf 9,039sf 9,100sf
8	B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf
8	B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf
8	B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf 9,100sf
8	B B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf
8	B B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf
8	B B B B B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf
8	B B B B B B B B B B B B B B B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf
8	B B B B B B B B B B B B B B B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf
8	B B B B B B B B B B B B B B B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 11,487sf
8 9 10 11 12 13 14 15 16 17 18 19 20	B B B B B B B B B B B B B B B B B B B	20,792sf 13,681sf 9,039sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 9,100sf 11,487sf 13,428sf

	1		
		LOT NO	BLOCK
		1	С
2		2	С
f		3	С
f		4	С
F		5	С
sf		6	С
f		7	С
f		8	С
f f f sf f f f f f f f f f f f f f f f		9	С
f		10	С
f		11	С
f		12	С
f		13	С
f		14	С
f		15	С
f		16	С
f		17	С
f		18	С
f		19	С
f		20	С
f		21	С
f		22	С
	1	23	С
		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	BLOCK C C C C C C C C C C C C C C C C C C
		25	С

27

28

29

30

LOT TABULATION

ARFA

10,925sf

10,009sf

9,750sf

9,750sf

9.750sf

9,750sf

9,750sf 9,750sf

10.850sf

11,168sf

9,096sf

9,100sf

9,100sf

9,100sf

9,100sf

10,862sf

13,689sf

9,111sf

9,100sf

9,110sf

12,986sf

16,015sf

9,968sf

9,100sf

9,100sf

9,100sf

9,100sf

9,100sf

C 9,100sf

C | 11,019sf

D | 11,216sf

D 11,085sf

D 11.995sf

D 13,457sf

D 12,898sf

С

C

LOT TABULATION

LOT NO BLOCK AREA

LO	T TABUL	_ATION
_OT NO		AREA
1	В	11,557sf 11,459sf 10,152sf 10,119sf 10,359sf
2	В	11,459sf
3	В	10,152sf
4	В	10,119sf
5	В	10,359sf
6	В	11,015sf
7	В	20,792sf
8	В	13,681sf
9	В	9,039sf
OT NO 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	В	10,339\$f 11,015\$f 20,792\$f 13,681\$f 9,039\$f 9,100\$f
11	В	9,10051
12	В	9,100sf
13	В	9 100sf
14	В	9,100sf
15	В	9,100sf 9,100sf 9,100sf 9,100sf
16	В	9,100sf
17	В	9,100sf
18	В	9,100sf
19	В	11,487sf
20	В	9,100sf 9,100sf 11,487sf 13,428sf 12,924sf 9,118sf 9,100sf 9,100sf
21	В	12,924sf
22	В	9,118sf
23	В	9,100sf
24	В	9,100sf
25 26	В	
26	В	0.100 of
27	В	9,100sf
28 29 30	В	9,522sf
29	В	17,195sf
30		9,560sf
31	В	9,100sf 9,100sf 9,522sf 17,195sf 9,560sf 12,275sf

		,
LO	t tabui	_ATION
LOT NO	BLOCK	AREA
1	E	12,544sf 9,685sf 9,100sf
2	E	9,685sf
3	E	9,100sf 9,100sf 10,777sf
4	E	9,100sf
5	E	10,777sf
6	Е	12,673sf
7	Е	16 6060f
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	15,660sf 11,090sf 9,100sf 14,344sf 14,665sf 17,503sf 11,541sf
15	L	9,100sf 9,100sf 10,240sf 10,246sf 9,241sf 11,027sf 11,296sf
16	E	9,100sf
17	E	10,240sf
18	E	10,246sf
19	E	9,241sf
20	L	11,027sf
21	E	11,296sf
LOT NO 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	BLOCK	9,100sf 9,100sf 9,100sf 9,100sf
23	E	9,100sf
24	E	9,100sf
25	Е	9,100sf

26

27

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

817-371-6776



APPROVED BY THE CITY OF WILLOW PARK

CITY COUNCIL

CITY OF WILLOW PARK, TEXAS

DATE

DATE

APPROVED BY

MAYOR

CITY ADMINISTRATOR

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

JOB No. 291-930 SHEET NO.

9,001sf

10,673sf

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

From: Matt Shaffstall, City Administrator

Date: January 6, 2015

Item Number: 10

Subject: Rezoning for Medical Offices

Detail Memo

City Council Action Requested: Approve Rezoning from R1 to C Commercial

Background Information: Property is located along west side of Crown Pointe Boulevard, north of the THR site, across the street from the existing skilled nursing facility.

Site was recently annexed into the city. When a property is annexed into the city it comes in with a zoning of R-1 Single Family Residential. It was always the intention of the property owner to zone the site as commercial and eventually join it with the commercially zoned tract immediately south of the site.

The rezoning is consistent with the comprehensive land for the site which as a land use of Town Center.

Board/Citizen Input: Item was recommended 3-1 from the Planning & Zoning Commission for Council approval

Financial Consideration: N/A

Attachment(s): Site Map

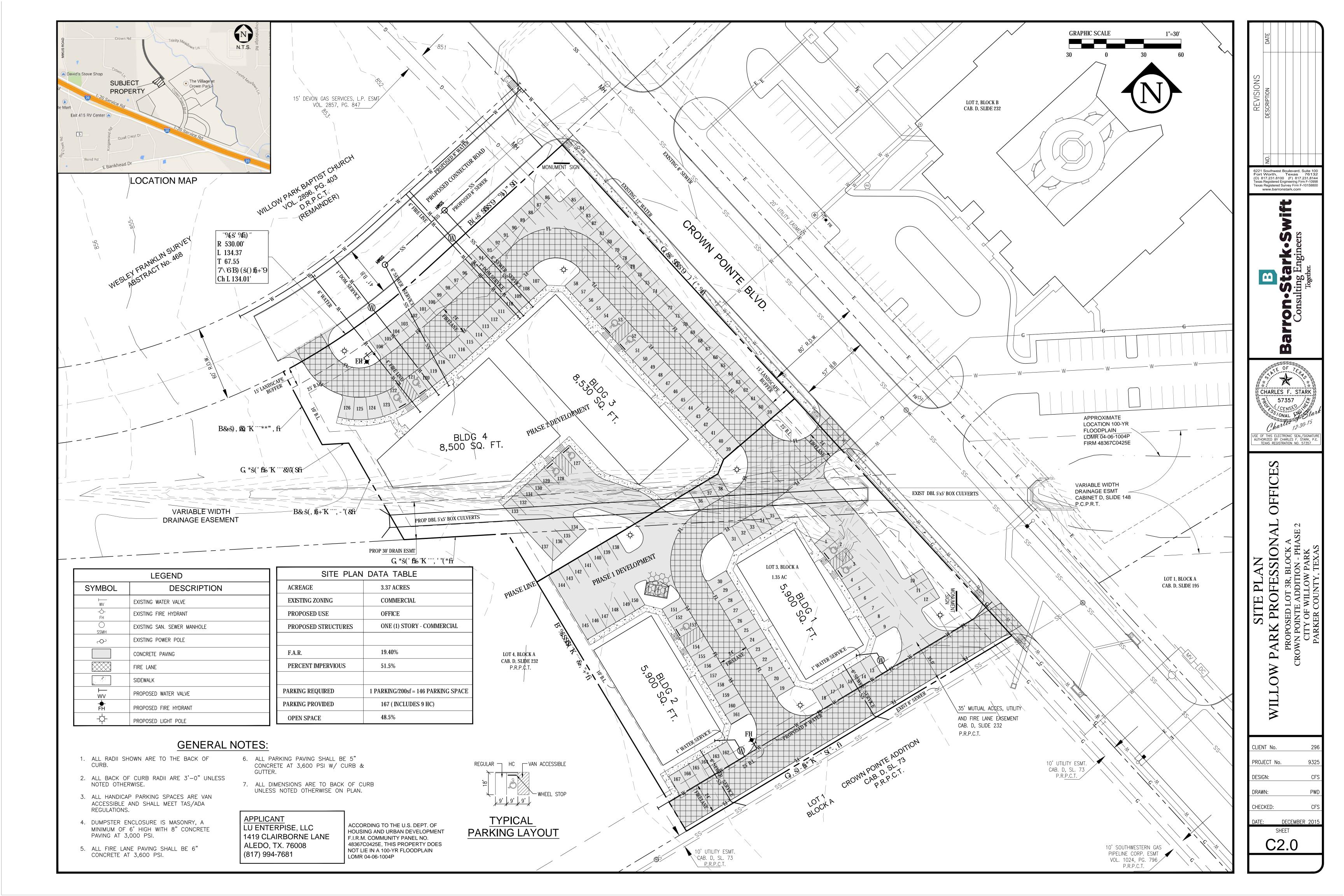














6221 Southwest Blvd, Suite 100 Fort Worth, TX 76132 817.231.8100 (t) 817.231.8144 (f)

Texas Registered Engineering Firm F-10998 PROJECT: Willow Park Professional Offices Job No.: 9325 02 Nov 2015 DATE: City of Willow Park NOTE: If enclosures are not as TO: indicated below, please Planning & Zoning Department advise upon your receipt. 519 Ranch House Road Willow Park, Texas 76087 Acknowledge receipt PHONE: FAX: Return enclosures to sender WE TRANSMIT: x Herewith Under separate cover Via: CHECK ONE x Approval Distribution Per your request Revise & resubmit Review & comment Record copy Immediate attention Approved as noted Information Use 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 Meets & Bounds Description 1 1 Application Fee in the amount of \$260.00 REMARKS: From: CC:



City of Willow Park 516 Ranch House Road

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

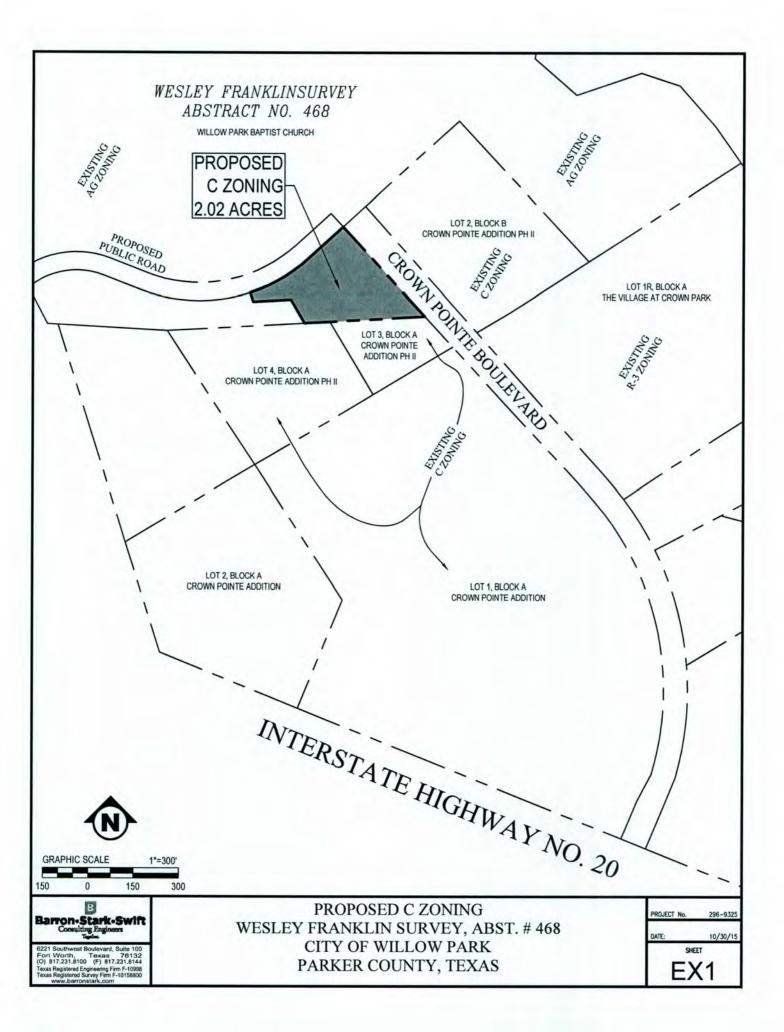
ZONING CHANGE REQUIREMENTS

Name of Applicant: BARRON, STAR	EX & SWIFT CONSULTING ENGINEERS, L
Mailing Address: 6221 Southwes	ST BLUD. F. N., Tx 76/32 State Zip
Phone: 817- 231- 8100 Fax:	Email: chuckse barron stark.com
Property Owner: WILLOW PARK C	APTIST CHURCH
Mailing Address: 129 S. RANCH	HOUSERD, WILLOW PARK, Tx 76008
Phone: 817-441-1596 Fax:	Email: clarke willowpark baptist.
Location of property requesting to be re-zo	ned: WEST OF CROWN POINTE Boulevard
Intended Use of property: MEDICAL	OFFICE
Current Zoning District: AG (Jus	T ANNEXED)
Requested Zoning District: C Can	MERCIAL
Specific reason for zoning request:	ALLOW CONSTRUCTION OF THE
PROPOSED PROJECT	
FEES: \$150 (Residential) A	dditional fees (if applicable):
\$150 (Non-Residential)	dditional fees (if applicable):
this request are the sole responsibility of	e required by the City of Willow Park for a proper review of the applicant. Such fees or costs shall include, but are not ns, building/property inspections and/or testing(s).
SIGNATURE OF OWNER	11/2/15
SIGNATURE OF APPLICANT	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.

Appl	Icant: Ple	ease complete the following For	Office Use O	nly	Danke
ITEM	INITIAL	ZONING CHANGE REQUREMENTS	N/A	COMPLETE	MISSING
1	1	Site boundary is indicated by a heavy solid line, dimensioned with bearings and distances, and distance to the nearest cross street.	2.5		N
2	1	Site location/vicinity map clearly showing the location of the subject			The second
3	1	A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.			
4	1	A written and bar scale is provided. 1"= 200' unless previously approved by staff			
5	NA	Accurately located, labeled and dimensioned footprint of existing structure(s) to remain is/are shown by a heavy dashed line.			
6	1	Adjacent property lines within 200 feet of the subject property.			
7	1	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	1	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			



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°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°48'47" West a distance of 89.42 feet to a point;

Thence South 86°43'19" West a distance of 123.75 feet to a point;

Thence North 18°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°03′42", and a long chord that bears North 59°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°30′00" East a distance of 155.30 feet to a point in the west line of Crown Pointe Boulevard;

Thence South 42°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.

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°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°48'47" West a distance of 89.42 feet to a point;

Thence South 86°43'19" West a distance of 123.75 feet to a point;

Thence North 18°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°03′42″, and a long chord that bears North 59°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°30′00″ East a distance of 155.30 feet to a point in the west line of Crown Pointe Boulevard;

Thence South 42°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.



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: January 6, 2015

Item Number: 11

Subject: Rezoning for Senior Living Complex

Detail Memo

City Council Action Requested: Approve Rezoning from an R1 Single family and C Commercial to PD Planned Development with a base zoning of C Commercial

Background Information: Property is located along east side of Crown Lane, north of the THR site, next to the proposed medial office site along Crown Pointe Boulevard.

Site was recently annexed into the city. When a property is annexed into the city it comes in with a zoning of R-1 Single Family Residential. It was always the intention of the property owner to zone the site as commercial and eventually join it with the commercially zoned tract immediately south of the site.

Due to the unique nature of the senior living the developer is requesting a Planned Development (PD) with a base zoning of Commercial.

The rezoning is consistent with the comprehensive land for the site which as a land use of Town Center.

Board/Citizen Input: Item was recommended 4-0 from the Planning & Zoning Commission for Council approval

Financial Consideration: N/A

Attachment(s): Site Map, PD Standards

The Colony at Willow Park



Residential Style Independent Living, Assisted Living and Memory Care Community in Willow Park Texas

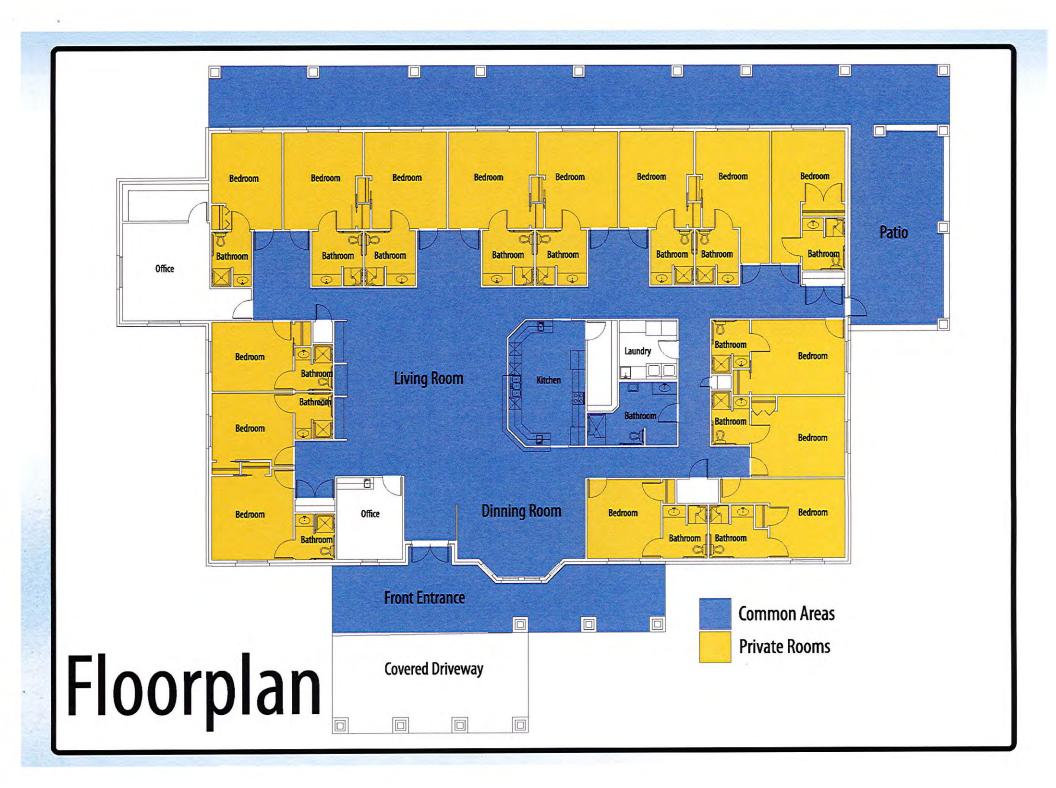








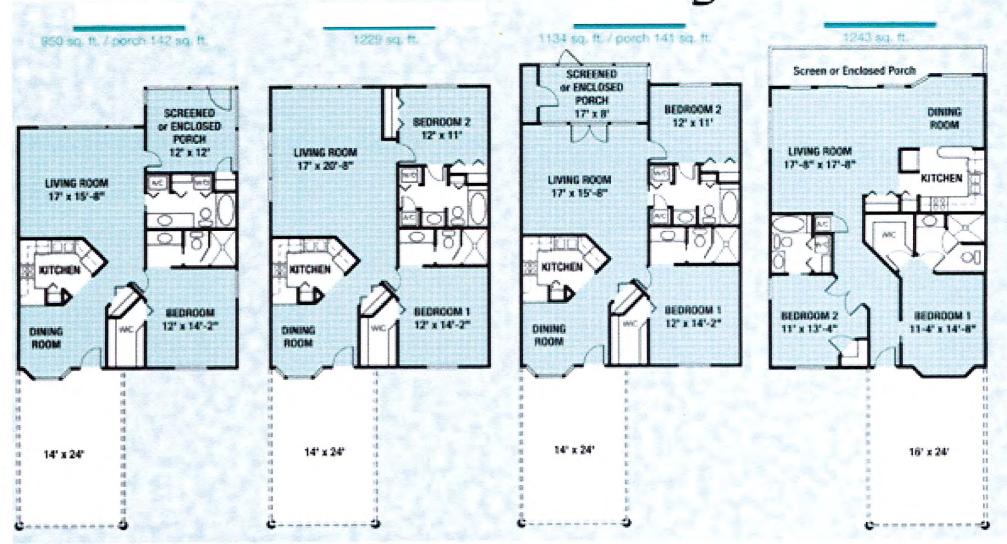


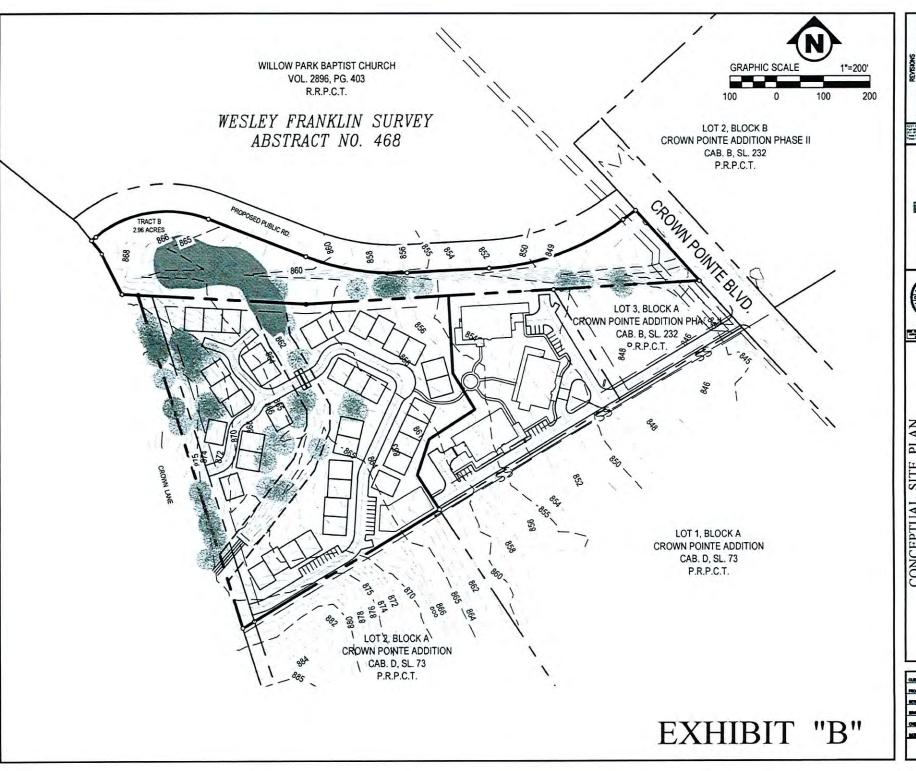






Floor Plans



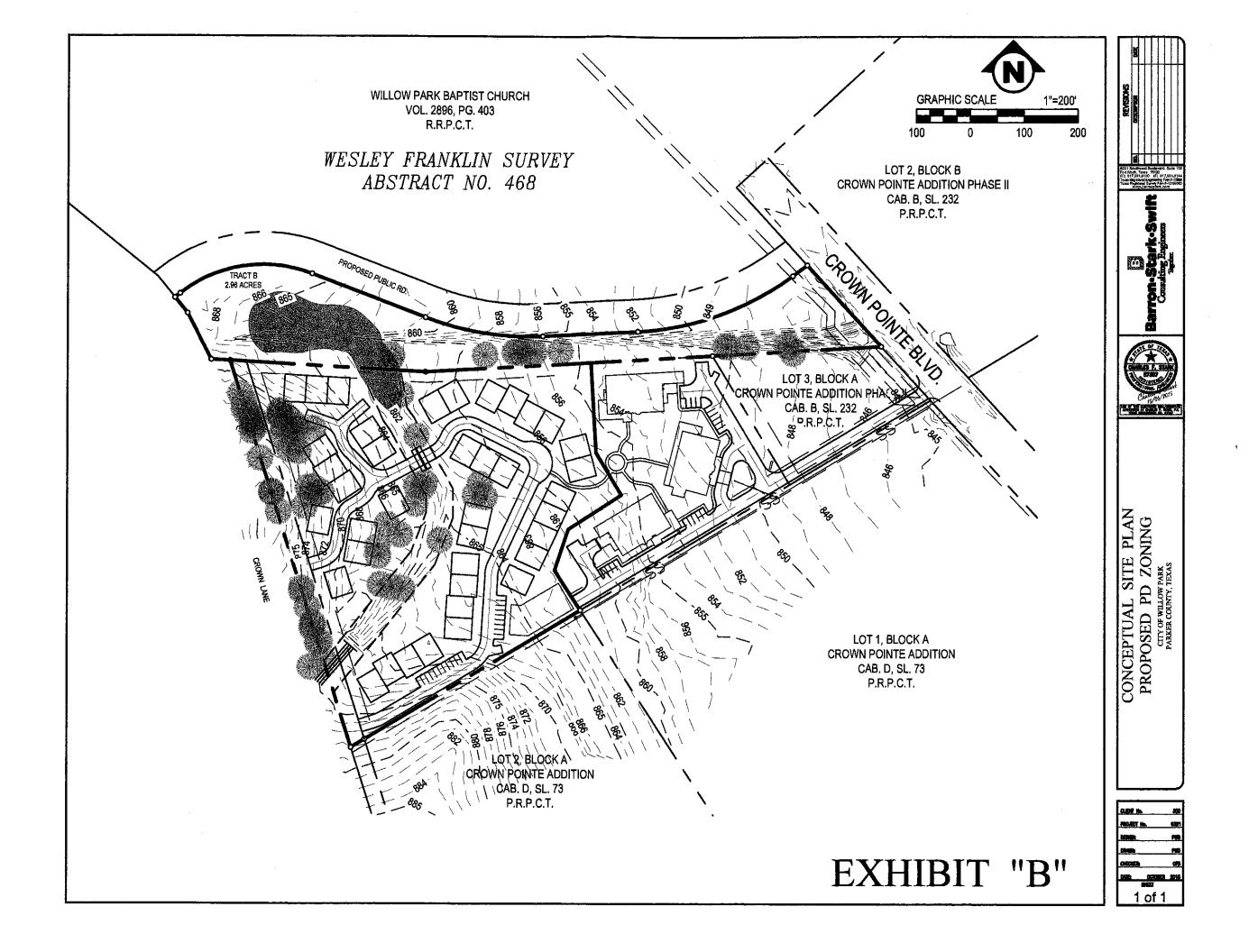


Barron-Stark-Swift



CONCEPTUAL SITE PLAN PROPOSED PD ZONING CITY OF WILLOW PARK PARKER COUNTY, ITEXAS

1 of 1



PLANNED DEVELOPMENT REGULATIONS FOR CROWN POINTE ADDITION ASSISTED LIVING & INDEPENDENT LIVING

Ordinance Number		
	2015	

Prepared By:



1.01 <u>PD Plan</u>

The total acreage of the proposed Assisted & Independent Living Development consists of approximately 12.60 acres, more particularly described in Exhibit A attached hereto. Included herein, as Exhibit B is the concept site plan for the development.

This Planned Development Ordinance will serve as the zoning regulations for the property as it develops. The intent of the Ordinance is to allow development of a unique mix of assisted living and independent living residences not permissible within the existing categorical zoning classifications.

The PD Plan, attached hereto as Exhibit B, shall be considered a permanent part of these Land Use Regulations and may be modified as development progresses as mutually agreed upon by the Developer and the City of Willow Park. All development will adhere to all applicable ordinances of the City of Willow Park unless otherwise described in the land use regulations for this PD.

1.02 Parcel Development Submittals

An approved final plat and approved site plan shall be required prior to issuance of a building permit for any proposed development within the Planned Development. Submittal and processing of plats and site plans shall comply with standard City of Willow Park procedures.

The PD Plan (Exhibit B) represents the approved land use that can be developed on this property. If that plan is executed without alterations, it shall serve as the approved development plan allowing construction to commence through the normal permitting process. If that plan changes, or any phase of that plan is significantly altered, a new development plan shall be required to be submitted. Upon recommendation for approval by the Planning & Zoning Board to the City Council, the request will be presented to the City Council for approval. Approval by the City Council is required prior to approval of any construction not meeting the existing, approved development plan.

With each site plan submittal t, the site plan preparer shall include a matrix indicating the amount of development proposed by the current phase, the total development previously approved, and the total permitted under this Planned Development. The purpose of this matrix is to confirm each phase of development remains within the overall allowable cumulative totals for the project.

Allowable Density 1.03

The following general use categories shall be allowed within the Planned Development. The acreages listed are the maximum allowable for each indicated general use.

Assisted Living Independent Living Not to exceed 64 beds Not to exceed 45 units

The assisted living beds may be grouped into up to 4 common units. Living area, food preparation, laundry, and other support functions do not count toward the number of beds within the facility.

Independent living units may be detached, duplex, or attached up to a maximum of five (5) contiguous units.

1.04 **Allowable Uses**

Assisted Living Facilities

Independent Living Facilities

Normal & customary support services to the above including kitchen facilities, laundry facilities, group gathering spaces, recreational spaces, grounds maintenance facility, and management office facilities.

1.05 **Bulk Regulations**

Maximum height:

Two (2) stories not to exceed forty (40) feet

Minimum lot area:

One-Acre

Minimum lot width: Not applicable

Minimum lot depth: One hundred (100) feet

Front yard setback:

Twenty (20) feet

Rear yard setback:

Twenty (20) feet

Side yard setback:

Ten (10) feet minimum from any adjoining lot line, Five (5) feet minimum

from adjacent structures on a single lot.

Maximum lot coverage by structure:

Sixty (60) percent

Required parking:

Independent Living:

Minimum one (1) space per unit.

Assisted Living:

1.5 times the number of employees on the maximum shift

Required screening: Compliance with current City of Willow Park ordinances for type of use with the exception that no screening wall or fence shall be required between the Assisted Living Units and the Lot 3, Block A, Crown Pointe Addition Phase 2 located immediately east of the Assisted Living units.

Minimum masonry coverage: Seventy-Five per cent (75%) of first floor

Notwithstanding the above, any portion of the Planned Development that falls within the Interstate Highway 20 Overlay District shall comply with the requirements of that district if they are more restrictive than the requirements stated herein.

1.06 Infrastructure Requirements

All public infrastructure necessary for development of the proposed use(s) including driveways, storm drainage, sanitary sewer, and water facilities shall be constructed in accordance with City of Willow Park standard specifications and completed prior to issuance of a Certificate of Occupancy for the facility.

1.07 Landscaping Requirements

Unless an alternate landscaping plan is specifically approved during the site plan approval process, the landscaping requirements of the City of Willow Park Code of Ordinances shall apply to all parcels within the development.

Any common open space designated within the Planned Development shall be subject to City of Willow Park review according to the landscaping requirements of the City of Willow Park Code of Ordinances. Said common open spaces shall be owned and maintained by the Property Owners Association within the Planned Development.

1.08 <u>Local Codes and Ordinances</u>

Unless specifically amended as part of this Planned Development document, all construction within this PD is subject to all local codes and ordinances as adopted by the City of Willow Park.



City of Willow Park 516 Ranch House Road

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

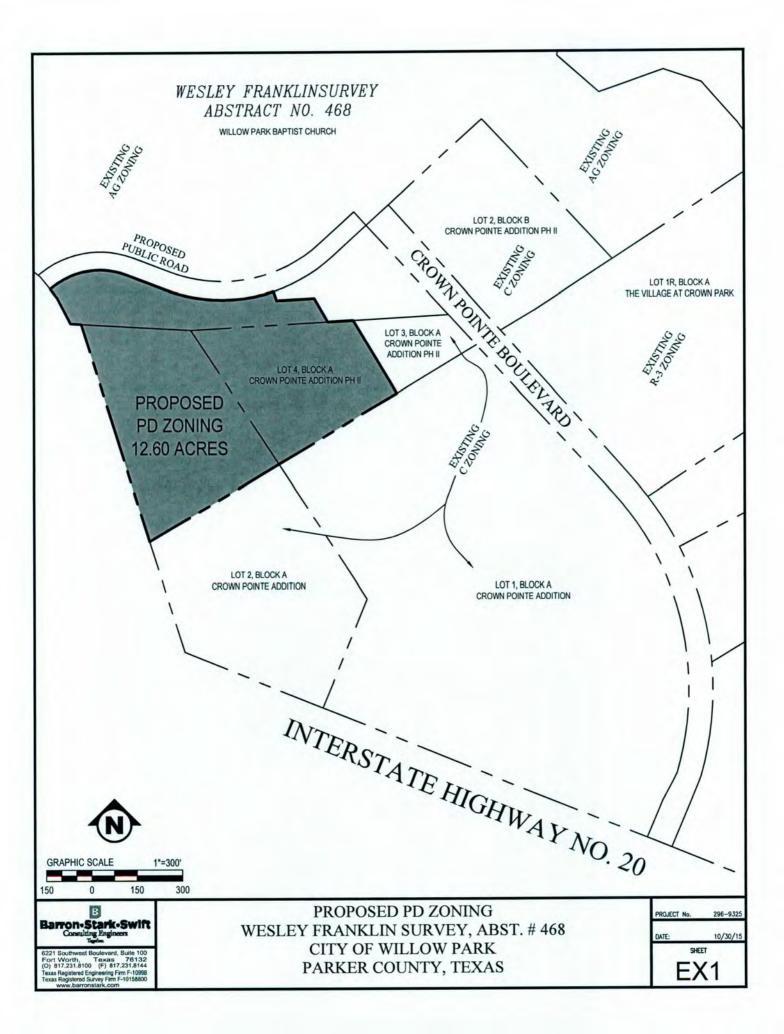
ZONING CHANGE REQUIREMENTS

Name of Applicant:	RON, STARK 4 .	SWIFT CONS	ULTING ENG	IN EERS, LP
Mailing Address:	SOUTHWEST BL	D. F. W., Tx	76/32 State Zip	
Phone: 817- 231- 8100	Fax:	Email: <u></u>	huckse barr	on stark.com
Property Owner: WILLO	W PARK BAPTIS	ST CHURCH		
Mailing Address: 129	5. RANCH HOUSE	LRO, WILLOW !	State Zip	6008
Phone: 817-441-1596	Fax:	Email: <u>& /</u>	arkewillowpe	irk baptist.co
Location of property reques	ting to be re-zoned:	lest of Cro	WN POINTE C	bulevard
Intended Use of property:	ASSISTED LIVIN	ug & Indep	ENDANT LI	VING
Current Zoning District:	COMMERCIAL	# AG (POF	TION RECEN	TLY ANNEXED
Requested Zoning District: _	PD PLANED	DEVELOPHE	NT	
Specific reason for zoning re	equest: To Acc	OW CONSTRU	ICTION OF	THE
PROPOSED PR	COJECT			
FEES: \$150 (Residential)		fees (if applicable):		
\$150 (Non-Residentia	l) Additiona	I fees (if applicable):		
Any reasonable fees and/or this request are the sole re limited to engineering revie	esponsibility of the appl	licant. Such fees or	costs shall include	e, but are not
SIGNATURE OF O	AND TO THE TOTAL THE TOTAL TO T		DATE	
- Auto	nucaur.		1/2/13	

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.

App	Icant: Pi	ease complete the following	For Office Use	Only	
JTEM	INITIAL	ZONING CHANGE REQUREMENTS		COMPLETE	MISSING
1	1	Site boundary is indicated by a heavy solid line, dimensioned with bearings and distances, and distance to the nearest cross street.	ne		
2	V	Site location/vicinity map clearly showing the location of the subject			
3	1	A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.			
4	1	A written and bar scale is provided. 1"= 200' unless previously approved by staff			
5	AIM	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	1	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	1	Adjacent property owner(s), or subdivision name, with lot, block and recording information, is shown.			
9	1	Does the request conform to the proposed future land use in the city's Comprehensive Plan			



PLANNED DEVELOPMENT REGULATIONS FOR CROWN POINTE ADDITION ASSISTED LIVING & INDEPENDENT LIVING

Ordinance	Number		

_____ 2015

Prepared By:



1.01 PD Plan

The total acreage of the proposed Assisted & Independent Living Development consists of approximately 12.60 acres, more particularly described in Exhibit A attached hereto. Included herein, as Exhibit B is the concept site plan for the development.

This Planned Development Ordinance will serve as the zoning regulations for the property as it develops. The intent of the Ordinance is to allow development of a unique mix of assisted living and independent living residences not permissible within the existing categorical zoning classifications.

The PD Plan, attached hereto as Exhibit B, shall be considered a permanent part of these Land Use Regulations and may be modified as development progresses as mutually agreed upon by the Developer and the City of Willow Park. All development will adhere to all applicable ordinances of the City of Willow Park unless otherwise described in the land use regulations for this PD.

1.02 Parcel Development Submittals

An approved final plat and approved site plan shall be required prior to issuance of a building permit for any proposed development within the Planned Development. Submittal and processing of plats and site plans shall comply with standard City of Willow Park procedures.

The PD Plan (Exhibit B) represents the approved land use that can be developed on this property. If that plan is executed without alterations, it shall serve as the approved development plan allowing construction to commence through the normal permitting process. If that plan changes, or any phase of that plan is significantly altered, a new development plan shall be required to be submitted. Upon recommendation for approval by the Planning & Zoning Board to the City Council, the request will be presented to the City Council for approval. Approval by the City Council is required prior to approval of any construction not meeting the existing, approved development plan.

With each site plan submittal t, the site plan preparer shall include a matrix indicating the amount of development proposed by the current phase, the total development previously approved, and the total permitted under this Planned Development. The purpose of this matrix is to confirm each phase of development remains within the overall allowable cumulative totals for the project.

1.03 Allowable Density

The following general use categories shall be allowed within the Planned Development. The acreages listed are the maximum allowable for each indicated general use.

Assisted Living Not to exceed 64 beds Independent Living Not to exceed 45 units

The assisted living beds may be grouped into up to 4 common units. Living area, food preparation, laundry, and other support functions do not count toward the number of beds within the facility.

Independent living units may be detached, duplex, or attached up to a maximum of five (5) contiguous units.

1.04 Allowable Uses

Assisted Living Facilities

Independent Living Facilities

Normal & customary support services to the above including kitchen facilities, laundry facilities, group gathering spaces, recreational spaces, grounds maintenance facility, and management office facilities.

1.05 Bulk Regulations

Maximum height: Two (2) stories not to exceed forty (40) feet

Minimum lot area: One-Acre

Minimum lot width: Not applicable

Minimum lot depth: One hundred (100) feet

Front yard setback: Twenty (20) feet Rear yard setback: Twenty (20) feet

Side yard setback: Ten (10) feet minimum from any adjoining lot line, Five (5) feet minimum

from adjacent structures on a single lot.

Maximum lot coverage by structure: Sixty (60) percent

Required parking:

Independent Living: Minimum one (1) space per unit.

Assisted Living: 1.5 times the number of employees on the maximum shift

Required screening: Compliance with current City of Willow Park ordinances for type of use with the exception that no screening wall or fence shall be required between the Assisted Living Units and the Lot 3, Block A, Crown Pointe Addition Phase 2 located immediately east of the Assisted Living units.

Minimum masonry coverage: Seventy-Five per cent (75%) of first floor

Notwithstanding the above, any portion of the Planned Development that falls within the Interstate Highway 20 Overlay District shall comply with the requirements of that district if they are more restrictive than the requirements stated herein.

1.06 Infrastructure Requirements

All public infrastructure necessary for development of the proposed use(s) including driveways, storm drainage, sanitary sewer, and water facilities shall be constructed in accordance with City of Willow Park standard specifications and completed prior to issuance of a Certificate of Occupancy for the facility.

1.07 <u>Landscaping Requirements</u>

Unless an alternate landscaping plan is specifically approved during the site plan approval process, the landscaping requirements of the City of Willow Park Code of Ordinances shall apply to all parcels within the development.

Any common open space designated within the Planned Development shall be subject to City of Willow Park review according to the landscaping requirements of the City of Willow Park Code of Ordinances. Said common open spaces shall be owned and maintained by the Property Owners Association within the Planned Development.

1.08 Local Codes and Ordinances

Unless specifically amended as part of this Planned Development document, all construction within this PD is subject to all local codes and ordinances as adopted by the City of Willow Park.

EXHIBIT A LEGAL DESCRIPTION PROPOSED PD PLANNED DEVELOPMENTL ZONING

Being a 12.60 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 12.60 acres being more particularly described by metes and bounds as follows:

Beginning at a point for the southwest corner of Lot 3, Block A and the southeast corner of Lot 4, Block A, Crown Pointe Addition Phase 2, an addition to the City of Willow Park as recorded in Cabinet D, Slide 232, Plat Records Parker County, Texas

Thence South 58°59′56" West with the Lot 4 south line, at 453.21 feet passing the southwest corner and continuing in all a distance of 948.23 feet to a point in the east line of Crown Lane;

Thence North 17°25'20" West with the east line of Crown Lane a distance of 751.61 feet to a point;

Thence North 86°43'05" West a distance of 35.02 feet to a point in the west line of Crown Lane;

Thence North 27°30'49" West with the west line of Crown Lane a distance of 96.75 feet to a point;

Thence North 38°49'34" West with the west line of Crown Road a distance of 36.87 feet to a point;

Thence North 51°40′45″ East, leaving the west line of Crown Road, a distance of 12.11 feet to the beginning of a curve to the right having a radius of 250.00 feet, a central angle of 59°18′41″, and a long chord that bears North 81°20′05″ East, 247.39 feet;

Thence along said curve to the right an arc length of 258.79 feet to a point;

Thence South 69°00′34″ East a distance of 133.05 feet to the beginning of a curve to the left having a radius of 530.00 feet, a central angle of 39°25′43″, and a long chord that bears South 88°43′26″ East, 357.57 feet;

Thence along said curve to the left an arc distance of 364.73 feet to a point;

Thence South 18°26'18" East a distance of 31.37 feet to a point;

Thence North 86°43'19" East a distance of 123.75 feet to appoint;

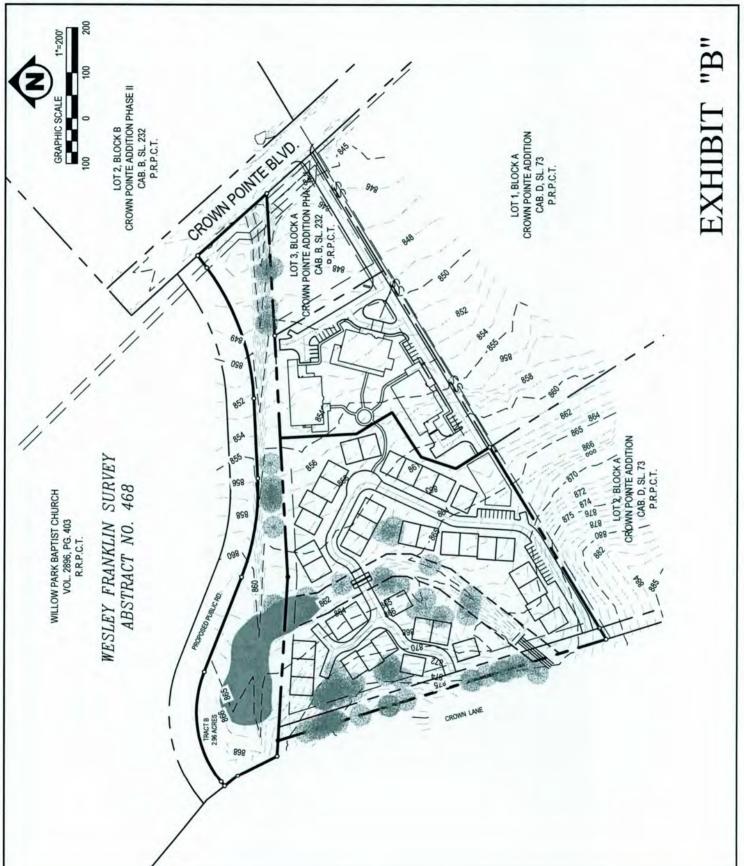
Thence South 29°48'47" East a distance of 89.42 feet to a point;

Thence North 86°43'19" East a distance of 83.46 feet to a point for the northwest corner of said Lot 3 and the northeast corner of said Lot 4;

Thence South 31°00'04" East with the Lot 3/ Lot 4 common line a distance of 278.76 feet to the Point of Beginning and Containing 548,678 square feet, 12.60 acres of land, more or less.

PROPOSED PD ZONING CONCEPTUAL STREET PLAN





LEGAL DESCRIPTION PROPOSED PD PLANNED DEVELOPMENTL ZONING

Being a 12.60 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 12.60 acres being more particularly described by metes and bounds as follows:

Beginning at a point for the southwest corner of Lot 3, Block A and the southeast corner of Lot 4, Block A, Crown Pointe Addition Phase 2, an addition to the City of Willow Park as recorded in Cabinet D, Slide 232, Plat Records Parker County, Texas

Thence South 58°59′56″ West with the Lot 4 south line, at 453.21 feet passing the southwest corner and continuing in all a distance of 948.23 feet to a point in the east line of Crown Lane;

Thence North 17°25'20" West with the east line of Crown Lane a distance of 751.61 feet to a point;

Thence North 86°43'05" West a distance of 35.02 feet to a point in the west line of Crown Lane;

Thence North 27°30'49" West with the west line of Crown Lane a distance of 96.75 feet to a point;

Thence North 38°49'34" West with the west line of Crown Road a distance of 36.87 feet to a point;

Thence North 51°40′45″ East, leaving the west line of Crown Road, a distance of 12.11 feet to the beginning of a curve to the right having a radius of 250.00 feet, a central angle of 59°18′41″, and a long chord that bears North 81°20′05″ East, 247.39 feet;

Thence along said curve to the right an arc length of 258.79 feet to a point;

Thence South 69°00'34" East a distance of 133.05 feet to the beginning of a curve to the left having a radius of 530.00 feet, a central angle of 39°25'43", and a long chord that bears South 88°43'26" East, 357.57 feet;

Thence along said curve to the left an arc distance of 364.73 feet to a point;

Thence South 18°26′18" East a distance of 31.37 feet to a point;

Thence North 86°43'19" East a distance of 123.75 feet to appoint;

Thence South 29°48'47" East a distance of 89.42 feet to a point;

Thence North 86°43′19" East a distance of 83.46 feet to a point for the northwest corner of said Lot 3 and the northeast corner of said Lot 4;

Thence South 31°00′04″ East with the Lot 3/ Lot 4 common line a distance of 278.76 feet to the Point of Beginning and Containing 548,678 square feet, 12.60 acres of land, more or less.



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: January 6, 2015

Item Number: 12-13

Subject: Right of Way to Continue Crown Pointe Blvd

Detail Memo

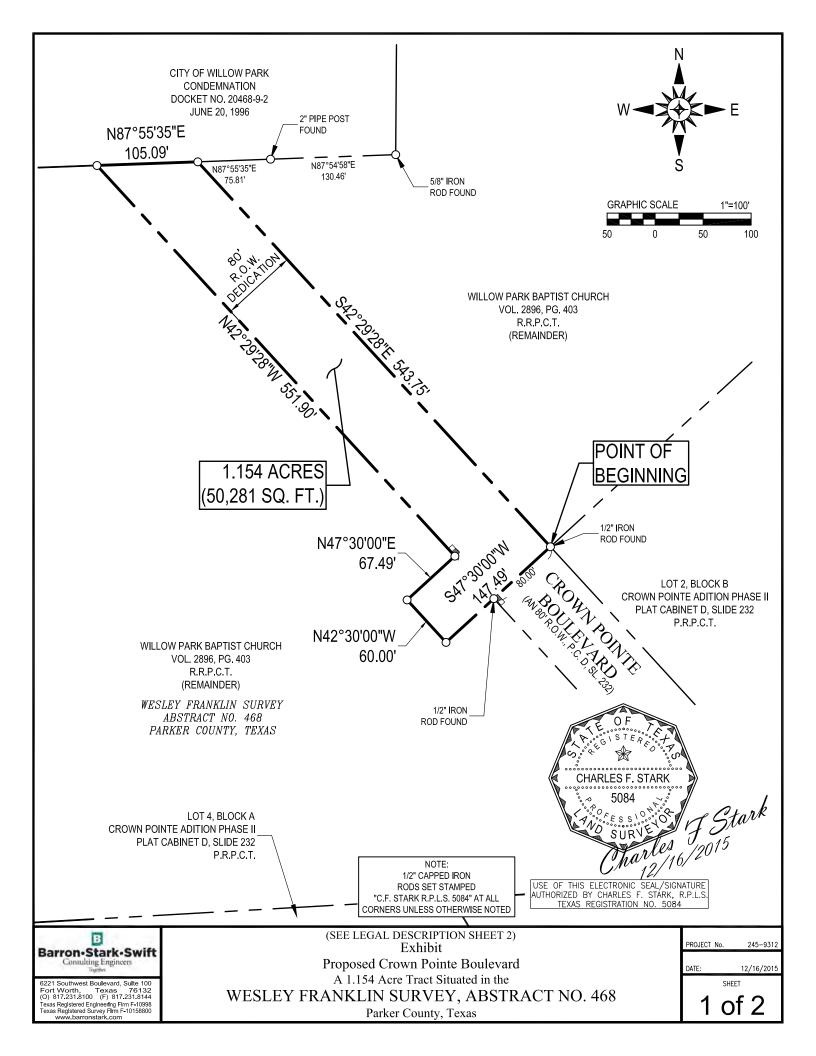
City Council Action Requested: Approve proposed Right of Way to extend Crown Pointe Boulevard

Background Information: Continuation of Crown Pointe Boulevard was noted as a priority in the city's comprehensive plan. The area developers have proposed to pay for an extension of the road at its current width and city design standards.

Board/Citizen Input: Both item was recommended 4-0 from the Planning & Zoning Commission for Council approval

Financial Consideration: N/A, Developers to pay cost of road extension

Attachment(s): Site Map, Concept Plans



LEGAL DESCRIPTION PROPOSED CROWN POINTE BOULEVARD WILLOW PARK BAPTIST CHURCH TRACT

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

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

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

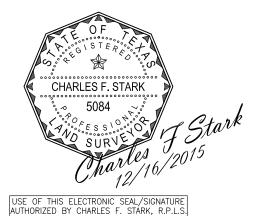
THENCE N 42°30'00" W, a distance of 60.00 feet to a 1/2" capped iron rod set stamped "C.F. Stark R.P.L.S. 5084";

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

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

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

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



TEXAS REGISTRATION NO. 5084

(SEE EXHIBIT SHEET 1)



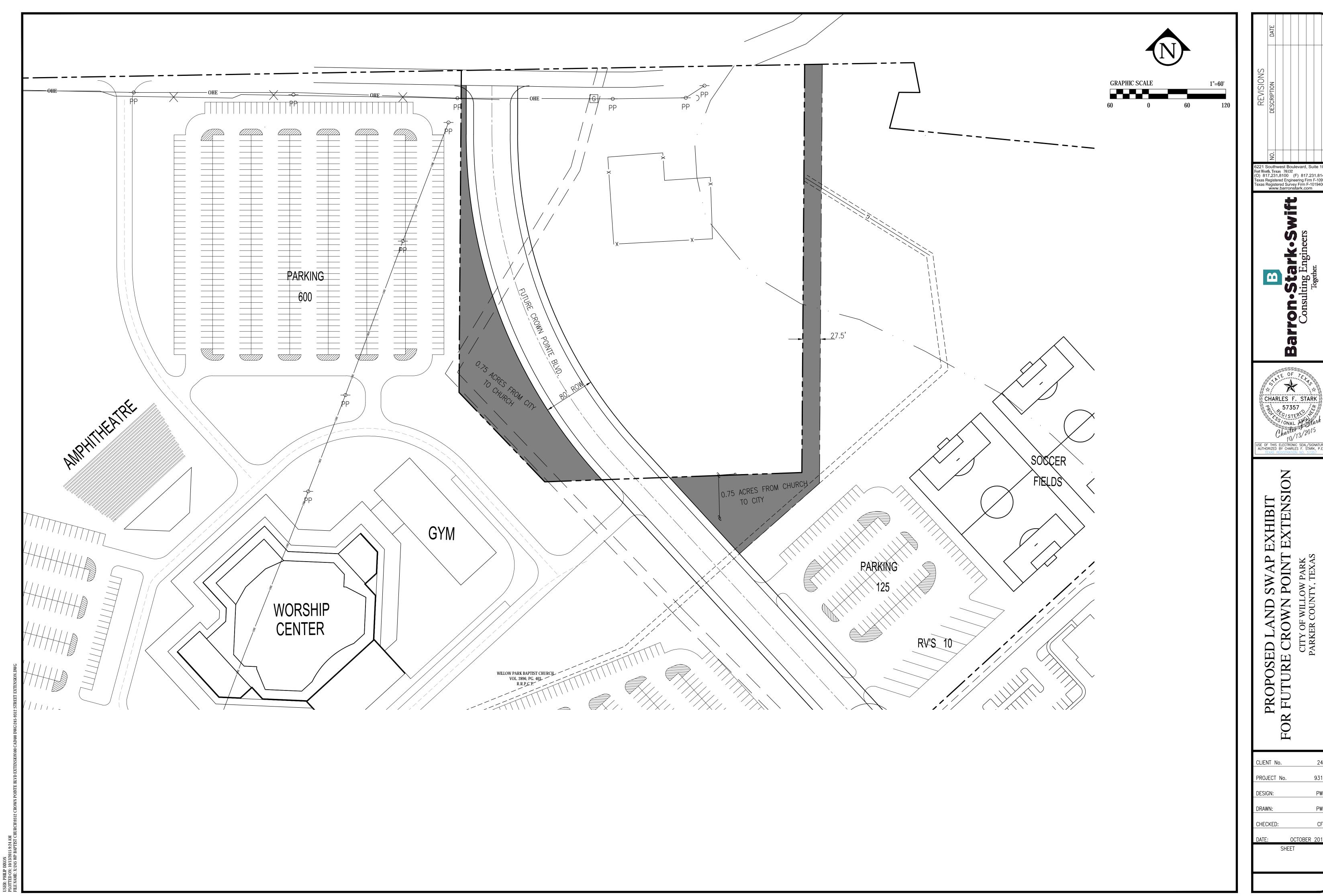
Fort Worth, Texas 76132 (O) 817.231.8100 (F) 817.231.8144 Texas Registered Engineering Firm F-10998 Texas Registered Survey Firm F-10158800

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

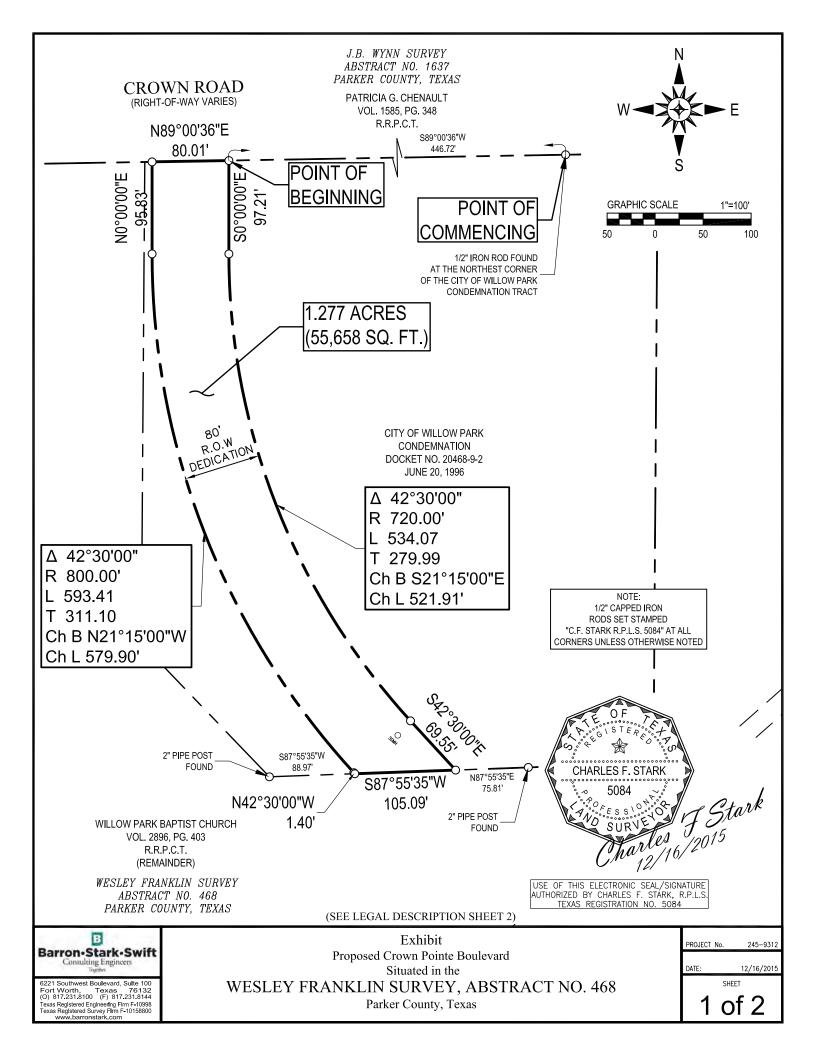
Parker County, Texas

12/16/2015 SHEET

2 of 2



6221 Southwest Boulevard, Suite 10 Fort Worth, Texas 76132 (O) 817,231,8100 (F) 817,231,814 Texas Registered Engineering Firm F-1099 Texas Registered Survey Firm F-1019406 www.barronstark.com Barron-Stark-Swift
Consulting Engineers TE OF TET CHARLES F. STARK PROPOSED LAND SWAP EXHIBIT
FOR FUTURE CROWN POINT EXTENSION
CITY OF WILLOW PARK
PARKER COUNTY, TEXAS



LEGAL DESCRIPTION PROPOSED CROWN POINTE BOULEVARD CITY OF WILLOW PARK TRACT

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

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

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

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

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

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

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

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

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

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

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



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

(SEE EXHIBIT SHEET 1)



6221 Southwest Boulevard, Sulte 100 Fort Worth, Texas 76132 (O) 817.231.8100 (F) 817.231.8144 Texas Registered Engineering Firm F-1098 Texas Registered Survey Firm F-10158800 Exhibit
Proposed Crown Pointe Boulevard
Situated in the

WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468

Parker County, Texas

PROJECT No. 245-931

DATE: 12/16/2015 SHEET

2 of 2



STW Corporate Offices 212 E. Franklin Grapevine, TX 76051 817-329-1711 www.stwinc.net

Quotation Provided by:
David Johnson
Stw Inc.
817-329-1711 xt 202
DJohnson@stwinc.net

Investment Quotation provided for Willow Park, Texas.

STW Financial and Utility Billing Software

		Annual
Stw Summary	One Time	Lease/Support
Total Software & Services	\$ 43,730	\$ 10,000

Total estimated hardware costs: \$615 * See Hardware



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Quotation Provided by: David Johnson Stw Inc. 817-329-1711 xt 202 DJohnson@stwinc.net

Investment Quotation provided for Willow Park, Texas.

Stw Investment Sun				
	-	Annual		
Financial & Utility Billing Software	Oı	ne Time	Leas	se/Support
Stw Application Software Annual Lease	\$	-	\$	8,250
Conversion	\$	15,840		
Implementation and Training	\$	20,520		
Project Management	\$	3,000		
Server Software / Support Tools:	\$	1,250	\$	1,750
Reporting Tools:	\$	-	\$	-
Additional Services and optional items:	\$	3,120		
Special Services	\$	-		

Total \$ 43,730 | \$ 10,000

Costs shown are for normal training and conversion effort. Additional training is available at Stw's standard hourly rates. Data conversion problems may require additional hours and will be billed at Stw's standard hourly rates.

Estimated hardware costs, not included above:	\$615
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Application / Training / Conversion Investment Quotation provided for Willow Park, Texas.

SLYVING			Estimated		Estimated				Annual		
		Р	roduct		lementation		stimated		Lease/		
Stw Application Software Full conversion, up to 5 years of		Select	Qty		Cost	a	nd Training	Co	nversion		Support
General Ledger / Budgetary Accounting	history.	Υ				\$	4,800	\$	5,760	\$	2,000
Accounts Payable / Encumbrances	Vendor master only.	Υ				\$	4,800	\$	960	\$	2,000
Budget Preparation	Master files only.	Υ				\$	1,920	\$	1,440	\$	750
Fixed Assets	Master files only, using Stw spreadsheet for conversion.	Υ				\$	2,160	\$	2,880	\$	1,500
Payroll	Conversion assistance to work with staff.	Υ				\$	4,800	\$	4,800	\$	2,000
Utility Billing	N/A	N				\$	-	\$	-	\$	-
Cash Receipts / Revenue Accounting	No conversion	N				\$	-	\$	-	\$	-
Payroll Timesheets	No conversion	N				\$	-	\$	-	\$	-
Miscellaneous Accounts Receivable		N				\$	-	\$	-	\$	-
Payroll Budgeting		N				\$	-	\$	-	\$	-
Purchase Card		N				\$	-	\$	-	\$	-
Report Distribution	No conversion	N				\$	-	\$	-	\$	-
Requisitions / Purchasing	No conversion	N				\$	-	\$	-	\$	-
Stw Tools	Not applicable	N				\$	-			\$	-
		Sub	total:			\$	18,480	\$	15,840	\$	8,250
Required Server Software / S											
PowerHouse 4GL Runtime with Reporting	Stw products require a runtime version of IBM PowerHouse	N	2	\$	-					\$	-
IBM DB2 UDB Database	Version is dependent on Windows server OS level.	N		\$	-						
Dedicated VPN devices for Stw support.	Cisco Pix or equivalent.	N		\$	-						
eFormz Forms printing software.	eFormz is used for MICR checks, and other forms. Cost is per printer.	Υ	1	\$	1,250	\$	480			\$	250
ClearRec bank reconcilliation software	software which is fully integrated with the Stw financial financials. This is an annual software lease like the Stw software.	Y	1	\$	_	\$	960			\$	1,500
Initial Security Setup & Implementation	Implementation and training services for 1 user, regarding Stw application and account access security.	Y	5			\$	600				
Stw server and VPN setup services.	One time charge for services.	N				\$	-				
		Sub	total:	\$	1,250	\$	2,040	\$	-	\$	1,750
Reporting Tools	3										
Infor Query and Analysis for Excel 1st User	Server software and 1st user.		0	\$	-	\$	-			\$	-
Infor Q&A additional concurrent users.	Excel Add-On to Excel		0	\$	-	\$	-			\$	-
Intellicus / Web Based Reporting	Web based / concurrent users.		0	\$	-	\$	-			\$	-
		Sub	ototal:	\$	-	\$	-	\$	-	\$	-
Total	3			\$	1,250	\$	20,520	\$	15,840	\$	10,000
							(1*)		(2*)		

(Note) Travel costs are billed on an as incurred basis.

(2*) Cost shown are for a normal conversion. Data conversion problems may require additional hours, at Stw's standard hourly rates.

^(1*) Cost shown are for normal training hours shown. Additional training is available at Stw's normal hourly rates.



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Investment Quotation provided for Willow Park, Texas.

Major Benefits Included in this Proposal.

Note / Comments

Integrated report archive for all applications.

Stw "Simple Document Storage" for all applications. Scan and link documents and other file types throughout all applications.

Browser based software with no user limit.

Vision Financial Reporting tool to Excel and report general ledger and budget information in the Stw application software for Financial and Budget reporting.

ePortal included for employee access to earnings and benefit information. The ePortal can eliminate the need to actually print payroll checks.

Automatically store a PDF copy of all checks integrated in the Accounts Payable and Payroll applications.

All checks will be printed on completely blank check paper, to minimize the cost of check forms.

"Stw Tools" will convert any report to text, downloadable file, or PDF. All financial report will export directly to Excel. Intellicus web based reporting tool for end user reports and dashboards.

Additional Services By Application / Optional Items

Investment Quotation provided for Willow Park, Texas. Estimated Required Estimated **Stw Application Software** Select Cost Hours Υ General Ledger / Budgetary Accounting Court Journal Entry Interface 8 960 Ν General Ledger / Budgetary Accounting Permit Journal Entry Interface \$ Class SW Journal Entry Ν General Ledger / Budgetary Accounting Interface \$ Ν General Ledger / Budgetary Accounting New Journal Entry Interface \$ Install and configure ODBC requirement 1 General Ledger / Budgetary Accounting and Stw JE Spreadsheet. Per PC. 2 \$ 240 Υ Accounts Payable / Encumbrances 4 \$ 480 eFormz check design N Accounts Payable / Encumbrances Bank Positive Pay Setup \$ Ν Accounts Payable / Encumbrances ACH payment setup \$ Ν \$ Accounts Payable / Encumbrances LaserFiche Interface Υ **Payroll** eFormz check design 4 \$ 480 Ν Payroll Bank Positive Pay Setup \$ Υ **Payroll** ePortal setup and configuration. 8 \$ 960 Automated Time Clock system integration with Stw payroll. Ν Services only. **Payroll** Forms design for printed bill, Ν internal or external printing. Forms design for late notices **Utility Billing** \$ Ν and disconnects. \$ **Utility Billing** Ν eBill design and setup. **Utility Billing** \$ Automated meter reading N **Utility Billing** interface and setup. \$ Setup and configure Internet Customer Information and Ν Payments System.
eBox implementation and **Utility Billing** \$ Ν **Utility Billing** configuration. \$ Configure Dejavoo terminals for credit card processing, and work with staff. Per Cash Receipts / Revenue Accounting 0 terminal. Configure and test receipt printer and Cash Receipts / Revenue Accounting cash drawer equipment. Per PC setup. 0 \$ eFormz setup for customized Ν Cash Receipts / Revenue Accounting receipt with Treasurer Logo. \$ eFormz design for Purchase

(Note) Travel costs are billed on an as incurred basis.

Requisitions / Purchasing

(1*) Cost shown are for normal hours. Additional hours may be required at Stw's normal hourly rates.

Order and Requisition.

Ν

\$ \$ \$

3,120

Total:

Special Services

Investment Quotation provided for Willow Park, Texas.

Estimated

Stw Application Software		Estimated	
OUV VINC		Required	Estimated
Stw Application Software	Ref	Hours	Cost
Description of additional services related to this project:			
	1	-	\$ -
	2	-	\$ -
	3	-	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Total:	\$ -
		(1*)	

(Note) Travel costs are billed on an as incurred basis. hourly rates.

Special Services Reference Notes

Ref:	Extended description:
1	
2	
3	



Forms Automation

eFORMz Quick Facts:

Integrates

with Manhattan, Red Prairie, Microsoft Dynamics, QAD, JDE, Infor, DST Health, McKesson, Harris, STW, SAP, Mapics and Oracle Retail.

Written in Java.

eFORMz runs on Windows, Linux, HF/UX, (Series/AS400, A/X, Open VMS, MPE and Solaris.

Forms Library

A large selection of industry specific forms are available to shorten implementation time.

Form Creation Made Easy

Use MS Word, MS Publisher, Adobe, OpenOffice to design forms.

Give us a call to learn more about eFORMs & eDirect+ Today!

(800)682-0200

www.minisoft.com



eFORMz is a powerful, next-generation electronic forms generation solution for formatting, personalizing and delivering ERP application output. eFORMz converts standard print output into attractive, functional documents that can be distributed via print, fax, email, and the web.

There is no need to learn a proprietary design tool or programming language when creating a form. With eFORMz YOU have the power to design forms with the publishing tools you're familiar with. eFORMz integrates seamlessly with MS Word, MS Publisher, Adobe, or OpenOffice. Use eFORMz to design packing lists, shipping labels, invoices, purchase orders, bills of lading, gift certificates, checks, barcodes, and much more!

Utilize eFORMz to go paperless and completely eliminate the cost of printing and postage by emailing forms in full color HTML or PDF formats.

eFORMz supports printing to any PCL, XML, ZPL or AFPDS compatible printer. The eFORMz Print Manager automates the print process allowing users to control when, where and how forms are printed. The Print Manager is seamlessly integrated with Windows, Unix, Linux or iSeries spooling environments allowing direct access to print queue properties and document handling options.

Since 1983, Minisoft has been delivering forms automation and document management tools to improve organizational performance and operational efficiencies.



The Power **Your Business**



The Intellicus enterprise reporting and business insights platform

Intellicus is a simple yet powerful platform for data analysis. With Intellicus, you can create scalable and robust solutions that lead to more informed business

And you can do it without going back to your IT department.

Better decisions, simpler and faster Enterprise reporting

With pre-defined reporting you can connect to virtually any data source and easily build interactive reports for scheduled distribution.

But the real power of Intellicus is in its ad-hoc reporting capabilities. With Intellicus anyone in your organization can quickly and effortlessly create sophisticated reports, with tables, text, charts and images.

Intuitive dashboards

Create data visualizations for key performance indicators across your company, enabling quick insights into real-time data.

Knowledge in depth analysis is as simple as 'slice and dice' and 'drag and drop.'

Business insights anywhere with Intellicus for iPad

Intellicus for iPad gives you immediate access to critical reports and metrics. Download data to your iPad to explore, chart, report and expose new insights, no matter where you are.

Powerful and accessible analytics

Big Data analytics: any data, any size

Work with data sets of virtually any size, volume, and variety, and find answers to questions that might have been difficult or impossible to answer with traditional

Intellicus integrates natively with the most popular Big Data systems such as Hadoop, HDFS, and Cassandra.

OLAP engine

Create intelligent cubes across co-related multiple data sources with the Intellicus OLAP engine, to discover trends and identify complex patterns.

View these patterns using a highly visual interface that lets you work across multiple business dimensions such as products or geographies.

Work with data, not databases

Work with your data without having to understand the complexities of your databases or where the data is stored.

You can extract data from multiple data sources, transform the data by performing operations like reformatting, cleansing, and joining, and finally export

Infor Query & Analysis

Infor Q&A | SunSystems Vision



Query & Analysis Features:

- Easy-to-Use wizard functions integrated to Microsoft Excel and Word to help you create reports quickly and easily
- "Slice-and-Dice" cube analysis function, with off-Line capabilities, helping you to analyse
 your data even when you're not connected to your network
- Ctrl-Click selection of disparate items from lists, making report design simple and quick, and removing the need for many of your hierarchies
- Run-time prompt facility, making report development and distribution fast, simple, and secure
- Browser edition of Executive provides self-service reporting for managers across the Intranet
- · Powerful chart functions, with "drill-through" facility for users

Query & Analysis Components:

XL is an add-in for Microsoft Excel that provides a faster, easier, and more adaptable way to analyse business data. There is no need to understand sophisticated database to create reports, since the information is provided in an intuitive user interface with common names for database structures. Features include the ability to publish reports to the web, report and query wizards, cube analysis, report designer, extract modes for statistical reporting, macro builder for automating XL functions, and security.

Executive is a dynamic analysis and reporting application that includes powerful analytical capabilities such as drilldown, expand, breakout, and cube analysis. These features make it easier for business users to analyse trends, problems, and opportunities that are often concealed within corporate transactional data. Frequently used analysis procedures can also be saved and replayed in the future. This component includes many other features such as the ability to combine data from multiple applications into a single, concise report and the ability to publish reports to the web.



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Quotation Provided by: David Johnson

Investment Quotation provided for Willow Park, Texas.

Recommended Hardware				
			Sample	Estimated
Quantity	Main Server (Typically used to create 2 virtual	Select		
	machines)		Price	Total
1	Intel dual 6 core processor. E5-2430 2.2 GHZ	N	\$5,510	\$0
32	GB of main memory			
1	Hardware RAID 5 controller			
1	Hard Drive or External Backup System			
1	Windows Server 2012 Standard (with 2VM's and Server 2008 R2 Downgrade Media)			
1	CD-RW/DVD ROM			
2	1GB NIC			
2	Power Supplies (for redundancy)			
2	Fan (for redundancy)			
5	500GB 7.2K RPM Disk Drives (1 drive is a hot spare)			
1	Sever Backup Software			
Quantity	Internet Access Server / Security		Price	Total
1	SSL Certificate	N	\$185	\$0
1	Domain Name Registration / first year	N	\$ 10	\$0
Quantity	Scanners (Optional)		Price	Total
0	Epson WorkForce Pro GT-S50 Document Image Scanner		\$ 375	\$0
0	Fujitsu fi 6130z - 600 dpi x 600 dpi - Document scanner		\$ 900	\$0
0	Brother DSmobile 600 - 600 dpi (low use scanner)		\$ 150	\$0
Quantity	Cash Receipts Equipment		Price	Total
0	Ithaca Receipt Printer 151P-MIC		\$449	\$0
0	Ithaca Receipt Printer PosJet 1500		\$500	\$0
0	Electronic Cash Drawer MS for Ithaca receipt printer(s). \$120		\$0	
0	Dejavoo credit card terminals.		\$500	\$0
Quantity	Regular Laser Networked Printers		Price	Total
0	HP LaserJet P1606dn Printer		\$200	\$0
0	HP LaserJet Pro 400 M401n \$300		\$0	
Quantity	MICR Check Printers & Supplies Price		Price	Total
1	HP LaserJet P2055D Printer		\$350	\$350
1	Troy 2055 MICR Toner Secure High Yield Cartdrige		\$265	\$265
Quantity			Price	Total
				\$0
				\$0
				\$0
				\$0
	Total	Estimate	Hardware:	\$615

^{**} Note ** Stw does not sell hardware, this data is provided for information purposes only. Customer must purchase their own hardware, and Stw will assist in this process if desired.

CONTRACT BETWEEN WILLOW PARK, TEXAS AND STW, INC.

For Licensing, Installing and Supporting Application Software

The Pparties to this Contract are STW, Inc. (STW), a Texas corporation and Willow Park, Texas (CustomerCity) a municipal corporation, collectively the "Parties". This AgreementContract sets forth the terms and conditions under which STW will furnish Licensed Products and provide certain services described herein to the CustomerCity, and Customerthe City will compensate STW forpay therefor.

Exhibits attached which are a part of this Contract are:

Appendix A

For and in consideration of the mutual undertakings herein set forth, the parties hereto agree as follows:

- 1. **DEFINITIONS**. The following terms as defined below are used throughout this Contract.
 - (a) "Licensed Software." The machine-readable object code version of the software that STW makes generally available and and further described in Appendix A, whether embedded on disc, tape or other media attached hereto and made a part of this Contract.
 - (b) "Licensed Documentation." The published user manuals and documentation that STW makes generally available for the Software.
 - (c) "Updates." Any enhanced and/or improved versions of the Software provided under Appendix A of this AgreementContract and released to the CustomerCity after the effective date execution of this Contract.
 - (d) "Licensed Products." (1) The Licensed Software, (2) Licensed Documentation, (3) Updates, and (4) Licensed Custom Software provided under this Contract, or (5) any copy of items (1) - (4).
 - (e) "Licensed Custom Software." Any software programs (or portions of programs) developed by STW specifically for CustomerCity's own use.

- (f) "Authorized Copies." The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined as follows:
 - the single copy of the Licensed Software and the related Licensed Documentation delivered by STW under this AgreementContract; and
 - (2) any additional copies made by the CustomerCity, as authorized in Section 3(c) and 3(d).
- (g) "Designated System." The hardware and software as specified, listed in Appendix A, and installed at 516 Ranch House Rd, Willow Park, TX 76078, or other single location as designated by the City.

2. PRIMARY CONTACTS AND REPRESENTATIVES.

The primary contact for STW during the term of this AgreementContract shall be:

The primary contact for <u>CustomerCity</u> during the term of this Contract shall be:

Mr. David Johnson 212 East Franklin Grapevine, Texas 76051 Telephone: (817) 329-1711 Facsimile: (817) 421-0206

Candy Scott
516 Ranch House Rd
Willow Park, Texas 76078
817-441-7108 xt 18
817-441-6900

Customer The City shall notify STW in writing of any change in the primary contact. STW will notify the City in writing of any change in their primary contact.

3. LIMITED USE LICENSE.

- (a) In consideration of annual maintenance and software rental-lease fees and other charges, if any, and the applicable custom software fees, if any, as provided in Appendix A, STW hereby grants CustomerCity and CustomerCity hereby accepts from STW a non-transferrable and non-exclusive right ("license") to use the Licensed Software only for its own municipal purposes on the Designated System and only for its internal processing needs, subject to the terms and conditions specified herein for a term as provided by Section 18 herein.
- (b) Once <u>CustomerCity</u> has paid the annual <u>maintenance and</u> software <u>rental lease</u> fees for Licensed Software, <u>CustomerCity</u> shall have the right and license to use, enhance, or modify the Licensed Software only for the City's own use for the term of the license.

- In order to assist CustomerCity in the event of an emergency, power outage, system disabling event, or other significant problem., CustomerCity is permitted to make up to two (2) back up copies on magnetic media of each application of the Licensed Software and one back up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from CustomerCity's premises (as specified in the Definitions Section) so long as they are kept in a location secure from unauthorized use. CustomerCity or anyone obtaining access through CustomerCity shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product includes, without limitation, copies of the following:
 - (1) program libraries, both source or object code;
 - operating control language;
 - (3) test data, sample files, or file lay outs;
 - (4) program listings; and
 - (5) licensed documentation.
- (d) Upon written request by Customer City, and with written permission by STW, additional Authorized Copies may be made for Customer City's internal use only.
- (e) CustomerCity may use the Licensed Products on the Designated System only while it possesses and operates the Designated System, and only during the term of the license.
- (f) If the cirv's computer system! Designated System becomes temporarily inoperable, CustomerCity may load and use the Software on another System until the original Designated System system becomes operable.
- (g) Any other use or transfer of the Software will require STW's prior approval, which may be subject to additional charges.
- (h) CustomerCity may use Licensed Products only in and for the CustomerCity's own internal purposes and business operations. CustomerCity will not permit any other person to use Licensed Products, whether on a time-sharing, remote job entry or other multiple-user arrangement. CustomerCity may make back-up archival copies of the Software and any related Updates. CustomerCity will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. CustomerCity will not otherwise attempt to copy, translate, modify, adapt, decompile, disassemble or reverse engineer Licensed Products.

4. PAYMENT.

CustomerCity agrees to pay STW the amounts specified in Appendix A as "one time" or "annual maintenance and software lease" fees in U.S. dollars in a timely fashion when invoiced by STW, and by the date specified in Appendix A. Any amount not paid when due, which is not in dispute, will accrue interest at the rate of one and one-half (1.5) percent per month, or the maximum interest allowable under applicable law, whichever is less. CustomerCity will pay such interest when remitting the principal amount to STW.

5. LICENSED SOFTWARE UPDATES, CUSTOMERCITY SUPPORT.

- (a) STW agrees to provide CustomerCity, at no additional charge, with the Updates that STW may make generally available during the Contract period.

 This Paragraph doeswill not be interpreted to require STW to either:
 - (1) develop and/or release Updates; or
 - (2) customize Updates to satisfy CustomerCity's particular requirements.
- (b) Updates will not include any new Products that STW decides, in its sole discretion, to make generally available as a separately priced Update or option. An update provided free of charge to more than one other <u>customerCity</u> will be provided free of charge to <u>CustomerCity</u>.
- (c) Updates will provide full data compatibility with prior versions or will include programs and/or utilities to automatically convert prior data files to structures required by the Update.
- (d) The following services shall also be included as Support, and provided under this Section:
 - (1) Temporary fixes to Licensed Products;
 - (2) Revisions to Licensed Documentation to reflect new software functions, features and operations;
 - (3) Reasonable telephone and/or remote (dial-in) support for Licensed Products, Monday through Friday from 8:00 a.m. to 5:00 p.m., local time; and
 - (4) Invitations to and participation in user group meetings, if any.

- (e) Additional support for other services is available as requested by <u>CustomerCitv</u>, using the hourly rates as provided in the Addendum to this Contract. These additional services include, but are not limited to, the following:
 - (1) Designing, programming and supporting Licensed Custom Software;
 - (2) Maintaining modified Licensed Software and/or Licensed Custom Software; and
 - (3) File conversion assistance.
 - (4) Installation of Licensed Software updates.

6. LIMITED WARRANTIES.

- (a) Warranty. STW warrants that Licensed Products and Updates will (1) conform to STW published product manuals in effect on the date of delivery; and (2) perform substantially as described in the accompanying Licensed Documentation after delivery for 90 calendar days. STW does not warranty that the Licensed Products will satisfy or may be customized to satisfy all of Customer Lip's requirements.
- (b) Remedies. In case of breach of warranty or any other duty related to the quality of the Licensed Products, STW or its representative will correct or replace any defective Licensed Product or, if not practicable, STW will accept the return of the defective Licensed Product and refund to CustomerCity the amount actually paid to STW for the defective Licensed Product, less depreciation based on a five-year straight-line depreciation schedule, and a pro-rata share of any maintenance fees that CustomerCity actually paid to STW for the period that such Licensed Product was not usable.

 CustomerCity acknowledges that this Paragraph sets forth CustomerCity's exclusive remedy, and STW's exclusive liability, for any breach of warranty or other duty related to the quality of the Licensed Products.
- (c) Disclaimer. Except as expressly provided in this Contract, all warranties, conditions, representations, indemnities and guarantees with respect to the Licensed Products whether expressed or imputed, arising by law, custom, prior oral or written statements by STW or its licensors or representatives or otherwise, including, but not limited to, any warranty or merchantability or fitness for particular purpose, are hereby overridden, and excluded and disclaimed.
- (d) The foregoing warranties do not apply if the Licensed Products have been modified by any party other than STW or its authorized licensors or representatives.

7. INDEMNITY.

- (a) STW agrees to indemnify and save CustomerCity harmless from and against any and all judgments, suits, costs and expenses subject to the limits set forth in this Contract resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Software pursuant to this Contract.
- Indemnity. If action is brought against CustomerCity claiming that Licensed Product infringes a patent, copyright or trade secret within the United States, STW will defend CustomerCity at STW's expense and, subject to Section 8 of this Contract, pay the damages and costs finally awarded against STW in the infringement action, or against CustomerCity for an infringement for which STW has agreed to indemnify CustomerCity under this contract. Such damages are due CustomerCity only under the following conditions: (1) CustomerCity notifies STW promptly upon learning that the claim might be asserted; (2) STW has sole control over the defense of the claim and any negotiation for its settlement or compromise; and (3) CustomerCity takes no action that, in STW's judgment, is contrary to STW's interest.
- Alternative Remedy. If a claim described in Paragraph 7(b) may be or has been asserted,
 CustomerCity will permit STW, at STW's option and expense to (1) procure the right to
 continue using the Licensed Product; (2) replace or modify the Licensed Product to
 eliminate the infringement while providing functionally equivalent performance; or (3)
 accept the return of the Licensed Product and refund to CustomerCity the amount
 actually paid to STW for such Licensed Product, less depreciation based on a five-year
 straight-line depreciation schedule, and a pro-rata share of any maintenance fees that
 CustomerCity actually paid to STW for the period that such Licensed Product was not
 usable.
- (d) Limitation. STW shall have no indemnity obligation to CustomerCity if patent, copyright or trade secret infringement claim results from the following:
 - (1) a correction or modification of the Licensed Product not provided by STW;
 - (2) the failure to promptly install an Update; or
 - (3) the combined use of the Licensed Products with software not provided or supplied by STW.

8. NO CONSEQUENTIAL DAMAGES.

Under no circumstances will STW or its licensors or representatives be liable for any consequential indirect special, punitive, or incidental damages, whether foreseeable or unforeseeable based on CustomerCity's claims or those of its customerCitys, including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the Licensed Products, interruption in use or availability of data, stoppage or other work or impairment of other assets out of breach or failure of express or implied warranty, breach of contract, misrepresentation of negligence, strict liability in tort or otherwise, except only in the case of death or personal injury where and to the extent that applicable law requires such liability. In no event will the aggregate liability which STW or its successors or representatives may incur in any action or proceeding exceed the total amount actually paid by CustomerCity for the specific Licensed Product that directly caused the damage.

9. OWNERSHIP.

- All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Products are and will remain the exclusive property of STW or its licensors, whether or not specifically recognized or perfected under applicable law. CustomerCity shall obtain no right, title or interest in the Licensed Products by virtue of this Contract other than the non-exclusive, nontransferable license to use the Licensed Products as restricted herein. CustomerCity will not take any action that jeopardizes STW's or its licensor's proprietary rights or acquire any right in the Licensed Products, except the limited use rights specified in Section 4. STW agrees to notify customerCity in writing if STW determines that CustomerCity has or is about to take any action identified above which CustomerCity has agreed not to take.
- (b) STW or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Licensed Products, including any improvement or development thereof.
- (c) <u>CustomerCity</u> will obtain, at STW's request, the execution of any instrument that may be appropriate to assign these rights to STW or its licensor or perfect these rights in STW's or its licensor's name.
- (d) STW hereby warranties that STW has exclusive ownership of the Licensed Software and that no legal challenge, exists to said ownership. CustomerCity agrees that STW claims exclusive ownership of the Licensed Software.

10. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.

- (a) CustomerCity acknowledges that Licensed Products incorporate confidential and proprietary information developed or acquired by or licensed to STW. CustomerCity will take all reasonable precautions necessary to safeguard confidentiality or proprietary notice placed on Licensed Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.
- (b) Subject to requirements of the Freedom of Information Act (FOIA), the Texas Public Information Act and any other applicable State of Texas and local statutes relating to open records, each party shall hold all confidential information in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party. The other party agrees not to disclose any such confidential information by publication or otherwise, to any other person or organization.
- (c) CustomerCity hereby acknowledges and agrees that all Licensed Products are confidential information and proprietary to STW. In addition to other restrictions set forth elsewhere in this Contract or otherwise agreed to in writing, CustomerCity agrees to implement all reasonable measures to safeguard STW's proprietary rights in Licensed Products, including without limitation the following measures:
 - CustomerCity shall permit access to Licensed Products only to those employees.
 nermanent or temporary, who require access and only to the extent necessary to perform CustomerCity's internal processing needs.
 - (2) With respect to agents or third parties, CustomerCity shall permit access to Licensed Products only after STW has approved and returned a written non-disclosure statement to CustomerCity. STW reserves the right to reasonably refuse access to a third party after it has evaluated the request. CustomerCity agrees to provide information reasonably requested by STW to assist STW in evaluating CustomerCity's request to permit third party access to Licensed Products. In addition to any other remedies, STW may recover all damages and legal fees incurred in the enforcement of this provision on third party access.
 - (3) CustomerCity shall cooperate with STW in the enforcement of the conditions set forth in the non-disclosure statement, or any other reasonable restrictions STW may specify in writing in order to permit or restrict access.
 - (4) Customer City shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials.

11. TERMINATION.

- (a) By <u>CustomerCity</u>: If STW fails to provide the Licensed Software as warranted in accordance with the terms of this Contract, <u>CustomerCity</u> may at its option, without refund, terminate this Contract with ninety (90) days written notice as follows:
 - The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (2) STW shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this Contract;
 - (3) At the end of ninety (90) days unless the termination has been revoked in writing by CustomerCity, the Contract terminates.
- (b) By STW: If Customer Lity fails to make prompt payments to STW when invoiced, or if Customer City fails to fulfill its responsibilities as prescribed in this Contract, STW may at its option terminate this Contract upon ninety (90) days written notice to Customer City, as follows:
 - (1) The termination notice shall define the reason(s) for termination;
 - (2) If the reason cited for termination is CustomerCity's failure to make prompt payment, CustomerCity shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (3) If the cited reason for termination is <u>CustomerCitv</u>'s failure to fulfill its responsibilities, <u>CustomerCitv</u> shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Contract.
 - (4) At the end of ninety (90) days, unless the notice of termination has been revoked in writing by STW, the Contract terminates.
- (c) In the event of termination by either party, STW shall continue to provide services, as previously scheduled, through the termination date and <u>CustomerCity</u> shall continue to pay all fees and charges incurred through the termination date as provided in this Contract.
- (d) This Contract may be terminated without judicial or administrative resolution if <u>CustomerCitv</u> or STW, or any of <u>CustomerCitv</u>'s, or STW's employees or representatives breach any term or condition hereof.

- (e) Either party may terminate this Contract in the event of bankruptcy, insolvency and/or assignment for the benefit of creditors of or by either party.
- (f) Upon the termination of this Contract for any reason, STW's maintenance and support of the Licensed Products will cease, and the license shall be considered terminated.
- (g) Upon termination of this Contract for any reason, <u>CustomerCity</u> shall return or destroy all copies of the previously licensed software and shall cease all use of the software.
- (h) This Contract shall endure to the benefit of and bind parties hereto, their successors and assigns.
- (i) The provisions of Sections 8, 9 and 10 will survive the termination of this Contract.

12. RIGHT TO INSPECTION.

During the term of this Contract, STW or its representative may, upon prior written notice to CustomerCity, inspect the files, computer processors, equipment and facilities of CustomerCity during normal working hours to verify CustomerCity's compliance with this Contract.

13. MISCELLANEOUS.

- (a) All notices or approvals required or permitted under this Contract must be given in writing. Any waiver or modification of this Contract will not be effective unless executed in writing and signed by STW.
- (b) This Contract will bind both the CustomerCity's and STW's successors-in-interest. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A. and venue will lie in Parker County. Texas. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.
- (c) This Contract constitutes the complete and entire statement of all conditions and representations of the agreement Contract between STW and Customer City with respect to its subject matter.
- (d) This Contract may be amended or modified only in writing signed by both parties.
- (e) Source code for the application Software will be resident on CustomerCity's Designated System, during the term of the Contract.

14. INSTALLATION AND TRAINING.

- (a) STW shall make available to <u>CustomerCity</u> qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. <u>CustomerCity</u> and STW will develop a mutually agreeable training schedule. Costs for hourly services are described in Appendix A.
- (b) Installation and training support services will be performed at CustomerCity's premises, unless otherwise stated.
- (c) Training shall consist of both operational and administrative information.
- (d) Training will also include hardware and data communications systems, as applicable, including, but not limited to, system configuration, back-up and recovery training, standards for system management and general operations training for <u>CustomerCity</u> personnel.
- (e) Each software application training shall be provided by STW. Each program shall be demonstrated step-by-step, practicing each menu, each screen, and each entry as well as explaining how to use the written and/or on-line documentation.

15. INDEPENDENT CONTRACTOR.

STW is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

16. INSURANCE REQUIREMENTS.

Each party shall be responsible for Worker Compensation coverage for its own personnel. STW shall not commence work under this Contract until it has obtained Worker Compensation Insurance. STW shall procure and maintain, during the term of this Contract, Worker Compensation Insurance for all of its employees or representatives who engage in the work to be performed. Should CustomerCity require other insurance coverage of STW, it shall be provided at CustomerCity's expense upon notice to STW.

17. NOTICES

AGREED TO BY:

Notices to STW shall be mailed certified mail, return receipt requested to: Mr. David Johnson, 212 East Franklin, Grapevine, TX 76051.

Notices to Customer City shall be mailed certified mail, return receipt requested to: City of Willow Park 516 Ranch House Road Willow Park, Texas 76087.

18. TERM OF LICENSE AND SOFTWARE SUPPORT

The initial term of this agreement contract is one year from the date of the authorized signatures provided below, and will automatically renew annually unless notice of termination is given by either party. Reasonable prices increases not exceeding 5% per annum are applicable after the first year of the contract.

This Contract contains the complete and exclusive statement of the Contract between the parties concerning the matters referred to herein and replaces any prior oral or written representations or communications between the parties. Each individual signing below represents that they have the requisite authority to execute this Contract on behalf of the organization for which they represent and that all necessary formalities have been met.

This Contract is effective upon the last date shown on this page.

STW, INC.	City of Willow Park	
By: David Johnson, President	By: Authorized signature	Title
Date: 9/24/2015	Name & Title Date:	

Appendix A

- 1. Installation Time. STW agrees to complete installation of all software modules within mutually agreed schedule with Customer City.
- 2. Licensed Products and Charges:

Application	One Time Fee	Annual Maintenance & Software Lease	Total Cost
General Ledger / Budgetary Accounting		2000.00	2000.00
Accounts Payable & Encumbrances		2000.00	2000.00
Budget Preparation & Budget Control		750.00	750.00
Payroll Processing & Benefit Management		2000.00	2000.00
Fixed Assets / Asset Tracking		1500.00	1500.00
Total:		\$8,250.00	\$8,250.00

- 3. Payment Schedule: Customer City shall pay STW upon receipt of a valid invoice within thirty (30 days) of the receipt of an invoice for one time license fees, installation, training, conversion, and travel charges. Annual Maintenance and Lease fees as set forth in Paragraph 2 hereof shall be due and payable when the specific application is in production use by the customer City, and then annually from the effective date of this Contract.
- 4. Miscellaneous: (a) System Conversion. STW agrees to be responsible for system conversion to the designated System. Acceptable conversion shall require that prior Customer City data files are operational and "in balance" under the Customer's City's current application software environment. The cost of the conversion is based upon the hourly charges as specified in 4(c).
 - (b) Use of Independent Contractors. STW may engage independent contractors to perform all or part of STW's obligations under this Contract.
 - (c) Hourly Charges. Charges for services performed, such as charges for Software customization, installation, training, and conversion are \$100.00 to \$135.00 per hour (hourly rate based upon the individual), plus out-of-pocket expenses.

STATE OF TEXAS

P. 1 & E'

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COUNTY OF PARKER

8

INTERLOCAL COOPERATION AGREEMENT FOR COMMUNICATIONS EQUIPMENT FOR COMMUNICATIONS WITH THE CITY OF WILLOW PARK

THIS AGREEMENT is made and entered into this 1st day of October, 2015, by and between THE COUNTY OF PARKER, a political subdivision of the State of Texas, hereinafter referred to as "PARKER COUNTY", and THE CITY OF WILLOW PARK, Parker County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "WILLOW PARK".

WHEREAS, PARKER COUNTY and WILLOW PARK mutually desire to be subject to the provisions of V. T. C. A. Government Code, Chapter 791, the Interlocal Cooperation Act;

WHEREAS, WILLOW PARK has the authority to authorize PARKER COUNTY to maintain communication purposes for WILLOW PARK and PARKER COUNTY has the authority to so act;

NOW THEREFORE, PARKER COUNTY and WILLOW PARK, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2015. The term of this Agreement shall be for a period of 1 year and will be automatically renewed each year unless written notice to terminate or modify the terms of the Agreement are given. This Agreement may be terminated, with or without cause, or modified, upon thirty days written notice by either party.

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PARKER COUNTY hereby agrees to provide WILLOW PARK with police communication equipment (Exhibit A) through the Parker County Sheriff's Department to be utilized for mutual communications as the Willow Park Police Chief or Mayor, or authorized designee, and the Parker County Sheriff, or authorized designee, determine are necessary to protect the public health and safety.

III.

PARKER COUNTY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all PARKER COUNTY employees and agents, subcontractors and/or contract laborers, and/or those of other persons doing work under a contract or agreement with PARKER COUNTY. WILLOW PARK agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all WILLOW PARK employees and agents, sub-contractors and/or contract laborers, and/or those of other persons doing work under a contract or agreement with WILLOW PARK.

IV.

PARKER COUNTY understands and agrees that PARKER COUNTY, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of WILLOW PARK. WILLOW PARK understands and agrees that WILLOW PARK, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of PARKER COUNTY.

V.

All notices, demands, requests or replies provided for or permitted by either party must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service; (3) by prepaid telegram; or (4) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. All such communications must only be made to the following:

City of WILLOW PARK 516 Ranch House Road Willow Park, Texas 76087

County of PARKER COUNTY County Judge One Courthouse Square Weatherford, Texas 76086

VI.

This Agreement represents the entire agreement between PARKER COUNTY and WILLOW PARK and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be a amended only by written instrument sighed by the governing bodies of both PARKER COUNTY and WILLOW PARK or those authorized to sign on behalf of those governing bodies.

<u>VII.</u>

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Parker County, Texas.

VIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

IX.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement, in duplicate originals, on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

SIGNED THIS \ DAY OF

, 2015, on behalf of the County of Parker.

County Judge of Parker County, Texas

SIGNED THIS DAY OF _	, 2015, on behalf of the City of
Willow Park, Texas.	
	Mayor, City of Willow Park, Texas

PARKER COUNTY, TEXAS

LARRY L. FOWLER, SHERIFF

www.parkercountysheriff.net Office: (817) 594-8845 Fax: (817) 594-7809 Parker County Sheriff's Office 129 Hogle St. Weatherford, Texas 76086

12/2/15

To: Captain Bilbay

From: Mika Cooper

Patrol Clerk

Re: Spare Radios

XTL1500 Mobile Radios

- 1) 726THE1352
- 2) 726THE1363
- 3) 726THE1345
- 4) 726TGS0327
- 5) 726THE1340
- 6) 726THE1379
- 7) 726THE1387
- 8) 726THE1457
- 9) 726THE1458
- 10) 726THE1347
- 11) 726THE1333
- 12) 726THE1371
- 13) 726THE1459

12 MICS

XTS1500 HANDHELD RADIOS

- 1) 687TGW8800
- 2) 687TGW8761
- 3) 687TGW8792
- 4) 687TGW8854
- 5) 687TGW8754
- 6) 687TGW8824
- 7) 687TGW8750
- 8) 687TGW8797
- 9) 687TGJ6245
- 10) 687TGW8833
- 11) 687TGW8759
- 12) 687TGW8782
- 13) 687TGW8825

11 LAPEL MICS

(3 without Emergency Button)

13 CHARGERS



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: Brad S Johnson, Chief of Police

Date: 12/23/2015

Item Number: Jan 2016 Regular Council Meeting

Subject: Police Department Update

Detail Memo

City Council Action Requested (None – Information only)

Background Information (Information on 2014 UCR Crime Stats, Department of Justice –Bulletproof Vest Partnership Grant, 2015 DEA Prescription Drug Take Back, Criminal Justice Information Systems Audit) and Racial Profiling annual report

Board/Citizen Input (N/A)

Financial Consideration (None)

Attachment(s) (None)