



**City of Willow Park  
City Council  
Regular Meeting Agenda  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, September 22, 2020 at 7:00 p.m.**

**Call to Order**

**Invocation & Pledge of Allegiance**

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

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

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

**Consent Agenda**

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

- A. Approve City Council Meeting Minutes – September 8, 2020.

**Regular Agenda Items**

1. Discussion/ Action: To consider and act on adopting Ordinance 809-20, an ordinance providing for the adoption of the City of Willow Park Municipal budget for Fiscal Year 2020-2021.

2. Discussion/ Action: To consider and act on adopting Ordinance 810-20, an ordinance adopting an Ad Valorem Tax Rate and levy on assessed property not to exceed \$0.5367 per \$100 valuation for tax year 2020 for the City of Willow Park, Texas including a Levy for Debt obligations (\$0.2685) and a levy for Maintenance and Operations ( \$0.2682) consistent with the Fiscal Year 2020-2021 Municipal Budget.
3. Discussion/ Action: Property Swap for Wastewater Treatment Plant
4. Discussion Only: Water Update
5. Discussion/ Action: Commercial Water Rate Market Study
6. Discussion/ Action: To consider and act on items to be considered for future council meetings.
7. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

### **Executive Session**

**§ 551.071. Texas Government Code. Consultation with Attorney.** The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- A. Any Posted item

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

## **Informational**

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

## **Adjournment**

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before September 18, 2020 at 5:00 p.m.

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Alicia Smith TRMC/ CMC, City Secretary

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



**City of Willow Park  
City Council  
Regular Meeting Minutes  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, September 08, 2020 at 7:00 p.m.**

**Call to Order**

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

Present:

Mayor Doyle Moss

Councilmember Eric Contreras

Councilmember Greg Runnebaum

Councilmember Lea Young

Absent:

Councilmember Amy Fennell

Councilmember Nathan Crummell

Staff present:

City manager Bryan Grimes

City Attorney Pat Chesser

City Secretary Alicia Smith

**Invocation & Pledge of Allegiance**

Mayor Moss led a moment of silence.

Councilmember Contreras led the pledge of allegiance.

**Proclamation**

Mayor Moss read and presented Fire department Chief LeNoir a proclamation Honoring the National Day of Service and Remembrance.

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

One emailed comment was received after the 5:00 PM deadline and was not read but will be attached to the minutes.

**Consideration of Minutes**

**A. Approve City Council Meeting Minutes – August 25, 2020 workshop and regular meeting minutes.**

Motion made by Councilmember Runnebaum  
To approve the meeting and workshop minutes for August 25, 2020.  
Seconded by Councilmember Contreras  
Aye votes: Councilmembers Contreras, Runnebaum and Crummell  
Motion passes with a vote of 3-0

**Regular Agenda Items**

**1. Discussion /Action: To discuss, consider and act on approving a proposed tax rate.**

Motion made by Councilmember Contreras  
To approve a proposed tax rate of 0.537.  
Seconded by Councilmember Runnebaum  
Aye votes: Councilmembers Contreras, Runnebaum, and Crummell  
Motion passes with a vote of 3-0

**2. Discussion/ Action: To discuss, consider and act on the appointment of members to the Planning and Zoning Commission.**

Motion made by Councilmember Runnebaum  
To reappoint for 2 year terms Rodney Wilkins, Commissioner Place 1, Joe Lane, Commissioner Place 2 and for a 1 year term Scott Smith, Commissioner Alternate 1 to the Planning and Zoning Commission.  
Seconded by Councilmember Crummell .  
Aye votes: Councilmembers Contreras, Runnebaum, and Crummell

Motion passes with a vote of 3-0

3. **Discussion/ Action: To discuss, consider and act on a Final Plat for Meadow Place Estates Addition Phase II being 9.18 acres John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2 Trinity Meadows Addition, City of Willow Park, Parker County, Texas located on the northeast corner of Meadow Place Drive and Kings Gate Road.**

Motion made by Councilmember Contreras

To approve a Final Plat for Meadow Place Estates Addition Phase II being 9.18 acres John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2 Trinity Meadows Addition, City of Willow Park, Parker County, Texas located on the northeast corner of Meadow Place Drive and Kings Gate Road.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Contreras, Runnebaum and Crummell

Motion passes 3-0

4. **Discussion/ Action: To discuss, consider and act to a Final Plat of a Replat of Lots 5R1, 5R2, 5R3, 6, 7, 8, 9, 10, 11; Block A, Meadow Place Estates, City of Willow Park, Parker County, Texas, located on Breeders Drive.**

Motion made by Councilmember Crummell

To approve a Final Plat of a Replat of Lots 5R1, 5R2, 5R3, 6, 7, 8, 9, 10, 11; Block A, Meadow Place Estates, City of Willow Park, Parker County, Texas, located on Breeders Drive.

Seconded by Council Runnebaum

Aye votes: Contreras, Runnebaum and Crummell

Motion passes with a vote of 3-0

5. **Presentation on Zoning Ordinances Update**

Betty Chew gave an updated to the City Council on the Zoning ordinances and zoning issues that the Planning and Zoning Commission are working on.

6. **Discussion /Action: To discuss, consider and act to authorize staff to seek competitive bids on the following items:**

- A. **FW Water Bid Package 1; Water line from Fort Worth to Willow Park**
- B. **FW Water Bid Package 3: Water line from Willow Park to Hudson Oaks**
- C. **FW Water Bid Package 2: Construction of Ground Storage Tank and Pump Station**

Motion made by Councilmember Runnebaum

To authorize staff to seek competitive bids on the following items:

- A. FW Water Bid Package 1; Water line from Fort Worth to Willow Park
- B. FW Water Bid Package 3: Water line from Willow Park to Hudson Oaks
- C. FW Water Bid Package 2: Construction of Ground Storage Tank and Pump Station

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Runnebaum and Crummell

Motion passes with a vote of 3-0

7. **Discussion/ Action: To consider and act to authorize City staff to transfer funds from the General Fund Investment account, in the amount of \$67,500, to the Cross Timbers Park Fund to pay for the construction of park improvements.**

Motion made by Councilmember Runnebaum

To authorize staff to transfer funds from the General Fund Investment account, in the amount of \$75,000, to the Cross Timbers Park Fund to pay for the construction of park improvements

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Runnebaum and Crummell

Motion passes with a vote of 3-0

8. **Discussion/ Action: To consider and act on awarding a bid for the Cross Timbers Park.**

Motion made by Councilmember Contreras

To award the contract as contractor for the Cross Timbers Park to the lowest bidder, Cole Construction Inc.

Seconded by Councilmember Crummell

Aye votes: Councilmember Contreras, Runnebaum and Crummell

Motion passes with a vote of 3-0

9. **Discussion/ Action: To consider and act on Resolution 2020-08, a Resolution of adopting the Texas Coalition for Affordable Power's (TCA P) professional services agreement and Gexa Energy's commercial electric service agreement for power to be provided on and after January 1, 2021.**

Motion made by Councilmember Runnebaum

To approve Resolution 2020-08, a Resolution of adopting the Texas Coalition for Affordable Power's (TCA P) professional services agreement and Gexa Energy's commercial electric service agreement for power to be provided on and after January 1, 2021.

Seconded by Councilmember Contreras.

Aye votes: Councilmembers Contreras, Runnebaum and Crummell

Motion passes with a vote of 3-0

10. **Discussion/ Action: To consider and act on items to be considered for future council meetings**

Next Council meeting is the regular meeting on September 22, 2020, at 7:00 pm.

Tax Rate public hearing will be on September 22, 2020. At 6:30 pm.

11. **Discussion/ Action: To consider and act on setting the date and time for the next council meeting.**

N/A



**Executive Session**

None

**Regular Agenda Items**

**12. Discussion/ Action: To consider and act on items as a result of the Executive Session.**

**N/A**

**Adjournment**

Motion made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember Contreras.

Aye votes: Councilmembers Contreras, Runnebaum and Crummelloung

Motion carries with a vote of 3-0

APPROVED:

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Doyle Moss, Mayor

ATTEST:

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Alicia Smith, City Secretary



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 22, 2020	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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**AGENDA ITEM:**

Adopt FY 20 – 21 Budget

**BACKGROUND:**

As has been presented at City Council Workshops, and a Public Hearing, staff recommends adoption of the FY 20 – 21 City of Willow Park Budget.

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

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**EXHIBITS:**

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

# ***CITY OF WILLOW PARK***

ORDINANCE 809-20

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR THE ADOPTION OF A MUNICIPAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, an annual municipal Budget for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021 ("Budget") was drafted and prepared by the Budget Officer of the City of Willow Park, Texas, in accordance with §§102.002 and 102.003 TEX. LOCAL GOVERNMENT CODE; and

**WHEREAS**, the Budget Officer for the City of Willow Park filed the proposed budget in the Office of the City Secretary on August 04, 2021, and the proposed Budget was made available for public inspection by any person pursuant to §102.005 TEX. LOCAL GOVERNMENT CODE; and

**WHEREAS**, the annual Budget referenced herein is the combination of component budgets for municipal waterworks, wastewater operations and the municipal general fund; and

**WHEREAS**, a public hearing was held on the Budget pursuant to §102.0065, TEX. LOCAL GOV'T CODE, with notice given as required by law prior to the consideration and adoption of the Budget herein; and

**WHEREAS**, after full and final consideration, it is the consensus of the Willow Park City Council that the 2021-2021 Fiscal Year Budget, as hereinafter set forth, should be approved and adopted.

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

## SECTION I. AUTHORIZATION

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

## SECTION 2. APPROVAL AND ADOPTION

The annual Budget for the Fiscal Year 2020- 2021 (attached hereto as Exhibit 'A' and made a part hereof) is hereby approved and adopted.

SECTION 3. EXPENDITURES

Expenditures during the Fiscal Year shall be made in accordance with this Budget, unless otherwise authorized by the City Council, and said Budget document shall be on file for public inspection in the Office of the City Secretary.

SECTION 4. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of ordinances of the City of Willow Park, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5. RECITALS

The City Council hereby finds and declares all precatory language herein to be true and correct and approves and adopts the same herein as part of this Ordinance.

SECTION 6. SEVERABILITY

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

SECTION 7. FILING

Subsequent to the adoption of the Budget, a copy of the approved Budget shall be filed with the Municipal Clerk and posted on the Municipal website pursuant to § 102.008, TEX. LOCAL GOV'T CODE.

SECTION 8. EFFECTIVE DATE

This Ordinance shall be effective on or after its adoption by action of the City Council.

PASSED AND APPROVED this 22<sup>nd</sup> day of September, 2020.

**APPROVED:**

\_\_\_\_\_  
Doyle Moss, Mayor

**ATTEST:**

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

The Willow Park City Council is acting on Ordinance No. XXX-20, did on the 22<sup>nd</sup> day of September 2020 vote as follows:

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

# **BUDGET SUMMARY**

## **SEPTEMBER 22, 2020**

### **Key Points:**

- Same overall tax rate as previous year; City has not raised the overall tax rate since 2016
- No pay increases or COLA increases for employees
- Budget increases have been minimal across the board
- Travel and Training have been cut significantly from FY 19 – 20

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***90% of M/O Taxes (Property Taxes) and Sales Taxes go towards Public Safety***

***Over half of the Interest and Sinking (Debt Obligations) go towards Public Safety***

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### **GENERAL FUND**

#### **OVERALL EXPENSES**

Since the outbreak of the COVID-19 in March of 2020, staff was greatly concerned about how the pandemic would impact revenues, and thus expenses. Upon the outset of the pandemic, staff immediately cut expenses as much as possible, reduced all travel, and other actions. Staff was greatly concerned about how COVID-19 would impact Sales Tax and frankly, was surprised that Sales Tax was largely unaffected by the pandemic.

From the onset, staff continually reminded Council that the FY 20 – 21 Budget would be a flat budget with very little, if any increases. Staff had mentioned that as early as April 2020 in the budget process and held true to that assessment. While the pandemic has created uncertainty in the economy, Willow Park has remained somewhat isolated from a negative impact. However, we are cognizant that the situation could change without much notice.

As a result, this budget has very little increases from the previous budget. The most significant cost savings is there at no budgeted pay increases or COLA increases in this budget for employees. Also, of note is that due to COVID-19, travel and training has been significantly reduced across the board. Like many other organizations, the City of Willow Park has adapted to implement and utilize virtual meetings such as ZOOM.

## REVENUE PROJECTIONS FOR FY 20 -21

### SALES TAX

As mentioned previously, Sales Tax remained strong, despite the restrictions on business in the Spring, and throughout the Summer and Fall imposed by State Executive Orders and National Guidelines. This is a testament to our local businesses as they adapted, quickly, on how to best deliver their goods, services, and products to the consumer in safe manner. The ingenuity of the businesses in Willow Park is commendable and has provided the City with much needed sales tax revenues to help sustain the City through this pandemic.

The City of Willow Park will finish FY 19 -20 with an actual Sales Tax of \$1,223,674. The FY 19 – 20 Budgeted Sales Tax was \$1,150,000. This represents an approximate \$73,000 surplus over budget. Furthermore, the actual increase from FY 18 -19 to FY 19 -20 is approximately \$126,516. This budgeted Sales Tax Collection for this budget is \$1,275,000—approximately a \$50,000 increase from the previous year.

With the addition of new business in the coming budget year, the population growth of the trade area, and a healthy median income in the trade area, Staff feels that City Sales Tax will remain strong for FY 20 – 21.

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#### *Sales Tax*

***FY 18 – 19 (Actual)    \$1,097,158***

***FY 19 – 20 (Actual)    \$1,223,674***

***FY 20 – 21 (Budget)    \$1,275,000***

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## PROPERTY TAXES

### OVERALL TAX RATE

As has been noted, the overall property tax rate will not change from the previous fiscal year. It will remain at 0.5367 per \$100 of valuation. Despite the same tax rate, the City will receive an increase in the Tax Levy from the previous fiscal year because the Taxable Non-Frozen Values did see an increase.

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*The overall tax rate is split between M/O (Maintenance and Operations) and I/S (Interest and Sinking) funds. The calculation for this budget is as follows:*

*M/O 0.2685*

*I/S 0.2628*

*Total 0.5367*

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The chart below shows that the overall tax rate has not changed since 2016.

Year	M&O	I&S	TOTAL	Ordinance No
2014	0.3089	0.1516	0.4605	691-14
2015	0.2889	0.1716	0.4605	719-15
<b>2016</b>	<b>0.2983</b>	<b>0.2384</b>	<b>0.5367</b>	<b>735-16</b>
<b>2017</b>	<b>0.3084</b>	<b>0.2283</b>	<b>0.5367</b>	<b>757-17</b>
<b>2018</b>	<b>0.3084</b>	<b>0.2283</b>	<b>0.5367</b>	<b>776-18</b>
<b>2019</b>	<b>0.2918</b>	<b>0.2449</b>	<b>0.5367</b>	<b>799-19</b>



## **TAXABLE NON-FROZEN VALUES**

This represents the “raw” number that staff uses to calculate the tax rate and thus produces the Tax Levy (e.g. collection amount). As expected, this number is increasing every year and that is to be expected in a high growth area like Willow Park. The increase in values allows the City to maintain a steady overall property tax rate.

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### ***Taxable Non-Frozen Values (by year)***

***2017 \$407,711,919***

***2018 \$425,536,167***

***2019 \$476,376,087***

***2020 \$508,464,082***

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## **FROZEN TAX LEVY**

One of areas to watch for the following budget cycles is the increase in Tax Frozen Levy. It represents the exemptions the City of Willow Park offers its residents. The Tax Frozen Levy is an actual “cash” amount that is distributed to the City based on the rate percentage of M/O vs. I/S. For example, the Tax Frozen Levy for this budget year is \$372,269. That will be distributed by the following formula, based on the two components of the total tax rate. M/O will receive 50.03% and I/S will receive 49.97%.

This is significant to watch because the Tax Frozen Levy is not calculated in the No New Tax Revenue Rate that is provided by the Parker County Appraisal District and it has impacted the Total Tax Levy (e.g. actual cash collected by the City) significantly. For example, the Frozen Tax Levy is roughly 12% of the Total Tax Levy for M/O for this budget. And as the Frozen Tax Levy continues to increase, so does the impact on the rate. In fact, for this fiscal year, the Taxable Non-Frozen Value (the Value used to determine tax rates and the tax levy) has increase roughly 6.75%. The Tax Frozen Levy increased 15.10%.

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### ***Frozen Tax Levy (By Year)***

***2017 \$259,420***

***2018 \$293,511***

***2019 \$323,425***

***2020 \$372,269***

***OVERALL INCREASE FROM 2017 – 2020: 43.5%***

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**INTEREST AND SINKING (I/S)**

The City of Willow Park has debt obligations to be paid for with I/S taxes. The debt obligation for this budget is \$1,549,091. Of the debt obligations for this budget, over 50% is to service debt for Public Safety (Police and Fire). Among these are the recently opened Public Safety Building which houses both the Police and Fire Departments. It also includes other Public Safety items such as vehicles, radios, equipment, and a new Ladder Truck for the Fire Department. At a time when cutting budgets for Public Safety is growing, the City of Willow Park remains steadfast to meeting the needs of our Police and Fire Departments. Other debt obligations include drainage projects, road improvements, and the construction of the new Cross Timbers Park.

As the City moves forward, the I/S obligations will need to be monitored and evaluated periodically. The amount of debt to be serviced over the next five years will increase roughly 2% per year. And while taxable values keep increasing, at a greater rate than the debt, it is important consider this in future obligations. Also, it is important to note in FY 26- 27, the I/S debt obligation will be reduced by 47.98%.

<b>Year</b>	<b>Debt</b>	<b>Yearly Raw Delta</b>	<b>% Change</b>	<b>I/S Rate</b>	<b>Total Levy (Estimated)</b>	<b>Delta from Current</b>
2021	\$1,549,091	-----	-----	.2682	\$1,548,496	\$ (595.00)
2022	\$1,591,105	\$42,014	2.71	.2682	\$1,621,554	\$30,449
2023	\$1,627,324	\$36,219	2.28	.2682	\$1,751,278	\$123,954
2024	\$1,659,270	\$31,946	1.96	.2682	\$1,891,390	\$232,110
2025	\$1,683,207	\$23,397	1.44	.2682	\$2,042,691	\$359,484
2026	\$1,705,570	\$22,636	1.33	.2682	\$2,206,106	\$500,536
2027	\$887,174	\$(818,396)	-47.98	.2682	\$2,382,595	\$1,495,412

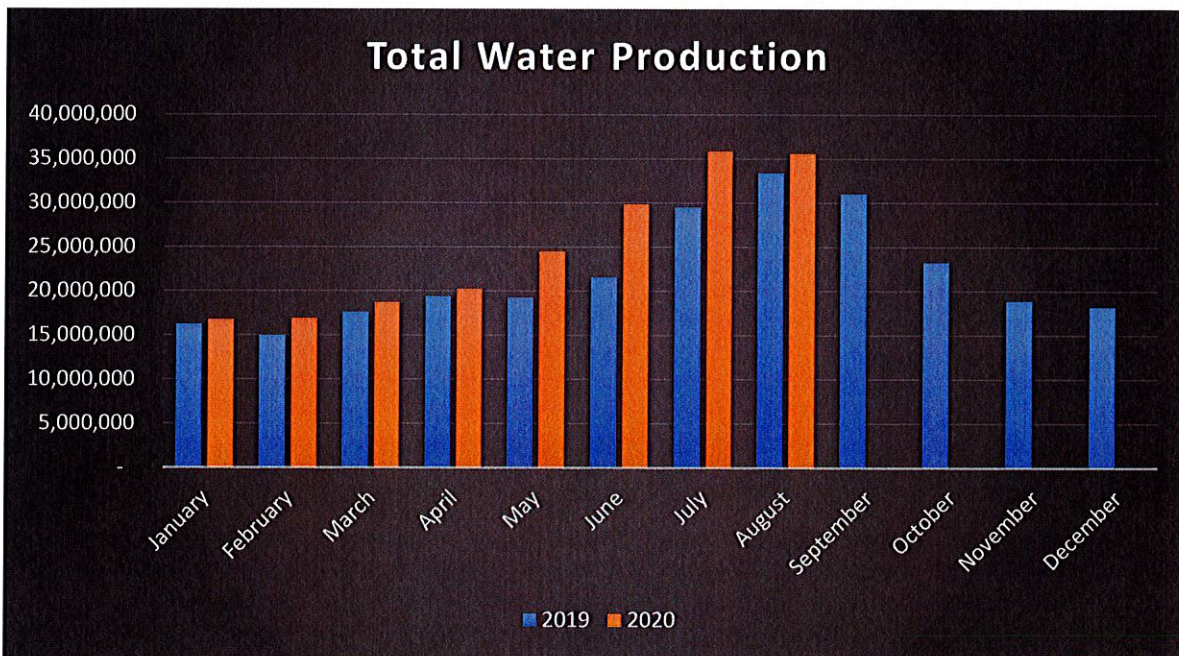
**OTHER GENERAL FUND NOTES**

While most departments did not see any significant increases in expenses, City Services did see an increase in Parks Funding. One revenue item to watch for in this budget is Court Fines and Fees. Due to COVID-19, the Court has not been able to process and collect fees as they have in the past. Staff is confident that during this fiscal year, and as the situation returns to normal, Court will meet its budget projections.

## WATER FUND

The City of Willow Park is undergoing a historic development with respect to water. Early in the previous fiscal year, the City issued debt obligations, to be paid with water revenue bonds, to connect to the Fort Worth Water System. This project will supply the City of Willow Park with 3.5 MGD of treated water. This amount will supplement the 1.5 MGD of water that the City currently uses to meet its demand. The roughly 5MGD of treated water to the City of Willow Park will meet the build out for the City. This budget also includes the first full debt service payment, which is approximately \$265,000. This debt was financed thru the Texas Water Development Board. The term is 30 years and the average interest rate over the life of the term is 0.71%.

Due the continually growing demand, the budget also includes an increase in user fees. The bar graph below shows that demand remains high during the Spring and Summer months for water consumption. Staff expects this trend to continue throughout this Budget year.



In addition to the Fort Worth Water Project, the water department is also making repairs as needed, and evaluating how to make overall system improvements. This budget contains several items to improve the overall system including a new SCADA System and an evaluation for the need of new additional “Smart Meters”. Water staff is also committed to improve their skills and abilities and gain additional knowledge. The City supports these efforts as it will result in a more educated, highly skilled, and more efficient work environment for our water customers by providing training and incentivizing staff to obtain new licenses.

## **WASTEWATER FUND**

As the City enters into this budget cycle, it is aggressively looking at finding a permanent solution to meet its wastewater treatment needs. The City has explored several options including connecting to the City of Weatherford and the City of Fort Worth. Both of those options were not cost effective to our customers as it would require nearly doubling the current wastewater rates. The City is very optimistic that a solution will be reached early in this budget year. Furthermore, the City has applied for funding from the Texas Water Development Board to finance a project. The request to TWDB also includes a refunding of existing wastewater debt. That debt will see a \$191,000, or roughly 250% increase, in this budget.

A final note that is concerning for Staff is that the City has roughly 2000 water accounts, and approximately 900 wastewater accounts. This means that, in addition to new growth that is already in place and will be added in this budget, the City may need to start preparing for additional customers from current water customers not yet on the wastewater system, but may desire to be at a later date. The chart below projects the number of new wastewater connections. As you can see, it shows that in the next 4 years, we will nearly double the current accounts. This projection does not include current water customers who do not have sewer fees.

### **CITY OF WILLOW PARK 3-YEAR SEWER PROJECTION**

Year	Sewer Conn	Avg Daily Flow MGD	Daily Flow per Conn gpm/conn	Permit MGD
2017	757	0.157	0.14	0.30
2018	803	0.239	0.21	0.50
2019	813	0.264	0.23	0.50
2020	863	0.304	0.24	0.50
2021	1071	0.370	0.24	0.50
2022	1233	0.426	0.24	0.50
2023	1415	0.489	0.24	0.50

City of Willow Park  
2020-2021 Budget

<b>Fund: 10 GENERAL FUND</b>	<b>2019-2020 Current Budget</b>	<b>2020-2021 Proposed Budget</b>
<b>Dept: ALL</b>		
<b>Revenue Description</b>		
Property & Other Taxes	2,724,218	\$2,841,995
Franchise Fees	\$377,933	\$457,722
Development & Permit Fees	\$253,700	\$278,700
Fines & Forfeitures	\$204,600	\$204,600
Service Revenue/Revenue Recovery	\$5,750	\$5,750
Other Revenue	\$16,435	\$16,435
Transfers From Reserves	\$375,000	\$250,000
<b>Total Revenue:</b>	<b>\$3,957,636</b>	<b>\$4,055,202</b>
<b>Expense Description</b>		
Personnel	\$2,335,596	\$2,418,020
Supplies (Maintenance & Operations)	\$502,512	\$502,512
Utilities	\$103,552	\$107,852
Operational & Contractual Services	\$893,271	\$914,428
Transfers & Restricted Funds	\$0	\$0
Enterprise Vehicles	\$0	\$0
Parker County Street Improvements	\$115,000	\$105,000
<b>Total Expenses:</b>	<b>\$3,949,931</b>	<b>\$4,047,812</b>
<b>Net Profit/Loss:</b>	<b>\$7,705</b>	<b>\$7,390</b>

City of Willow Park  
2020-2021 Budget

Fund: 10 GENERAL FUND									
2020-2021 Budget									
Revenue Description	Dept:	All	Admin	Development	Fire	Legislative	Court	Police	City Services
Property & Other Taxes		2,841,995	2,841,995						
Franchise Fees		457,722	457,722						
Development & Permit Fees		278,700		268,700	10,000				
Fines & Forfeitures		204,600					204,600		
Service Revenue/Revenue Recovery		5,750			5,000	150		600	
Other Revenue		16,435	15,335	0	0	1,100	0	0	0
Bond Proceeds/Transfers From Reserves		250,000	250,000		0			0	0
<b>Total Revenue:</b>		<b>4,055,202</b>	<b>3,565,052</b>	<b>268,700</b>	<b>15,000</b>	<b>1,250</b>	<b>204,600</b>	<b>600</b>	<b>0</b>
<b>Expense Description</b>									
Expense Description	Dept:	All	Admin	Development	Fire	Legislative	Court	Police	City Services
Personnel		2,418,020	191,450	114,364	798,935	85,011	128,953	1,047,108	52,199
Supplies (Maintenance & Operations)		502,512	11,845	2,730	224,579	13,515	1,500	102,189	146,154
Utilities		107,852	0	0	6,180	0	0	4,300	97,372
Operational & Contractual Services		914,428	167,302	171,959	128,343	110,739	39,832	223,755	72,498
Transfers & Restricted Funds		0	0	0	0	0	0	0	0
Enterprise Vehicles		0	0	0	0	0	0	0	0
Capital Outlay		105,000	0	0	0	0	0	0	105,000
<b>Total Expenses:</b>		<b>4,047,812</b>	<b>370,597</b>	<b>289,053</b>	<b>1,158,037</b>	<b>209,265</b>	<b>170,285</b>	<b>1,377,352</b>	<b>473,223</b>
<b>Net Profit/Loss:</b>		<b>7,390</b>	<b>3,194,455</b>	<b>-20,353</b>	<b>-1,143,037</b>	<b>-208,015</b>	<b>34,315</b>	<b>-1,376,752</b>	<b>-473,223</b>

# **Administration Department**

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City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-46000-001	M & O TAX	\$1,542,410	\$1,528,193
10-46001-001	SALES TAX	\$1,150,000	\$1,275,000
10-46002-001	MIXED BEVERAGE TAX	\$24,506	\$31,500
10-46003-001	AUTO/TRAILER TAXES	\$325	\$325
10-46007-001	DELINQUENT TAXES	\$6,977	\$6,977
		<b>\$2,724,218</b>	<b>\$2,841,995</b>
10-46020-001	TXU ELECTRIC	\$165,836	\$200,000
10-46021-001	A T & T	\$70,000	\$75,000
10-46022-001	TEXAS GAS	\$7,500	\$7,500
10-46025-001	MISC. FRANCHISE	\$5,000	\$5,000
10-46027-001	MESH NET	\$3,024	\$3,024
10-46028-001	WATER FRANCHISE FEE	\$98,020	\$129,978
10-46029-001	WASTEWATER FRANCHISE FEES	\$28,553	\$37,220
10-46040-001	USPS CONTRACT UNIT	\$0	\$0
		<b>\$377,933</b>	<b>\$457,722</b>
10-46005-001	INTEREST - OPERATING FUND	\$15,000	\$15,000
10-46041-001	REFUNDS/BANK CREDITS	\$100	\$100
10-46042-001	MISCELLANEOUS	\$35	\$35
10-46043-001	ADJUSTMENT TO REVENUE	\$0	\$0
10-46046-001	OTHER REIMBURSEABLES	\$200	\$200
10-46047-001	BOND PROCEEDS	\$0	\$0
		<b>\$15,335</b>	<b>\$15,335</b>
10-46100-001	FROM GENERAL FUND RESERVES	\$0	\$0
10-45006-001	ACCOUNT TRANSFERS	\$375,000	\$250,000
		<b>\$375,000</b>	<b>\$250,000</b>
	<b>Total Revenue:</b>	<b>\$3,492,486</b>	<b>\$3,565,052</b>
Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-58100-001	SALARIES	\$123,021	\$131,196
10-58101-001	PAYROLL EXPENSE	\$1,784	\$1,902
10-58102-001	WORKERS COMPENSATION	\$1,554	\$3,108
10-58103-001	HEALTH INSURANCE	\$17,506	\$27,126
10-58104-001	RETIREMENT	\$8,882	\$9,472
10-58105-001	UNEMPLOYMENT INSURANCE	\$14	\$73
10-58107-001	CELL PHONE STIPEND	\$1,140	\$2,280
10-58108-001	EXTRA HELP	\$0	\$0
10-58109-001	CERTIFICATE PAY	\$0	\$0
10-58110-001	OVERTIME	\$0	\$0
10-58125-001	DENTAL INSURANCE	\$7,406	\$15,719
10-58126-001	LIFE INSURANCE	\$270	\$574
10-58127-001	PHYSICALS & GYM MEMBERSHIPS	\$0	\$0
10-58128-001	ACCRUED COMP & VACATION	\$0	\$0
10-58131-001	PERSONNEL SUPPORT	\$0	\$0
	<b>Total Personnel:</b>	<b>\$161,577</b>	<b>\$191,450</b>
10-58200-001	POSTAGE & SHIPPING	\$3,000	\$3,000
10-58201-001	OFFICE SUPPLIES	\$5,000	\$5,000
10-58202-001	FLOWERS/GIFTS/PLAQUES	\$2,000	\$2,000
10-58203-001	BASIC OPERATING SUPPLIES	\$0	\$0
10-58204-001	PRINTING & BINDING	\$0	\$0
10-58205-001	MINOR EQUIPMENT: OFFICE	\$515	\$515
10-58207-001	MV REPAIR & MAINTENANCE	\$0	\$0

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-58208-001	UNIFORMS & SUPPLIES	\$300	\$300
10-58214-001	FINANCE CHARGES	\$0	\$0
10-58215-001	USPS CONTRACT UNIT	\$0	\$0
10-58223-001	EQUIPMENT	\$515	\$515
10-58265-001	FACILITIES MAINT SUPPLIES	\$515	\$515
10-58266-001	MINOR EQUIPMENT: FIELD	\$0	\$0
10-58267-001	OPERATING SUPPLIES NON CONSUMA	\$0	\$0
10-58268-001	SUBSCRIPTIONS & PUBLICATIONS	\$0	\$0
10-58270-001	MV FUEL	\$0	\$0
	<b>Total Supplies:</b>	<b>\$11,845</b>	<b>\$11,845</b>
10-58305-001	COMMUNICATION SERVICES	\$0	\$0
	<b>Total Utilities:</b>	<b>\$0</b>	<b>\$0</b>
10-58400-001	TRAVEL & TRAINING	\$12,000	\$7,000
10-58401-001	CONSULTANTS & PROFESSIONALS	\$0	\$25,000
10-58402-001	ADVERTISING & LEGAL NOTICES	\$1,500	\$1,500
10-58403-001	PRINTING & BINDING	\$3,600	\$3,600
10-58404-001	PROPERTY & LIABILITY	\$7,000	\$7,000
10-58405-001	REPAIR & MAINTENANCE	\$0	\$0
10-58406-001	PROFESSIONAL LICENSE	\$1,000	\$1,000
10-58407-001	DUES & MEMBERSHIPS	\$3,000	\$3,000
10-58408-001	SPECIAL EVENTS	\$0	\$0
10-58409-001	PERMITS & APPLICATIONS	\$0	\$0
10-58410-001	LAB TESTING	\$0	\$0
10-58414-001	FINANCE CHARGES	\$0	\$0
10-58415-001	FINES & PENALTIES	\$0	\$0
10-58416-001	LEGAL/CITY ATTORNEY	\$0	\$0
10-58417-001	ACCOUNTING & AUDITOR	\$40,000	\$40,000
10-58418-001	CONTRACTUAL SERVICES	\$48,000	\$48,000
10-58426-001	SOFTWARE TECH SUPPORT	\$15,000	\$15,000
10-58427-001	EQUIPMENT TECH SUPPORT	\$0	\$0
10-58437-001	BLACKBOARD CONNECT	\$2,750	\$2,750
10-58438-001	IT CONTRACT	\$3,852	\$3,852
10-58444-001	EQUIPMENT MAINTENANCE	\$0	\$0
10-58450-001	GOVERNMENT & MISC OPERATING	\$0	\$0
10-58451-001	EQUIPMENT RENTAL	\$9,600	\$9,600
10-58464-001	EQUIPMENT ANNUAL	\$0	\$0
10-58476-001	REIMBURSABLES & REFUNDS	\$0	\$0
	<b>Total Operational &amp; Contractual:</b>	<b>\$147,302</b>	<b>\$167,302</b>
10-58700-001	TRANSFER TO TOURISM FUND	\$0	\$0
10-58705-001	INTERFUND TRANSFER	\$0	\$0
10-58706-001	INTRAFUND ACTIVITY	\$0	\$0
10-58716-001	PAYING AGENT FEES	\$0	\$0
10-58719-001	INTEREST	\$0	\$0
10-58724-001	PRINCIPAL RETIREMENT	\$0	\$0
10-58739-001	TRANSFER TO ABATEMENT FUND	\$0	\$0
10-58751-001	TRANSFER TO PERSONNEL SUPPORT	\$0	\$0
10-58753-001	TRANSFER TO DEBT SERVICE	\$0	\$0
10-58755-001	TRANSFER TO GRANT FUND	\$0	\$0
10-58756-001	TRANSFER TO EMERGENCY DISTASTE	\$0	\$0
10-58758-001	TRANSFER TO FIRST RESPONDER FUND	\$0	\$0
	<b>Total Transferables:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses:</b>	<b>\$320,724</b>	<b>\$370,597</b>
	<b>Net Profit/Loss:</b>	<b>\$3,171,762</b>	<b>\$3,194,455</b>

**Development  
Department**

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-46023-003	CERTIFICATE OF OCCUPANCY	\$1,000	\$1,000
10-46070-003	BUILDING PERMITS	\$175,000	\$200,000
10-46071-003	HEALTH PERMITS	\$9,000	\$9,000
10-46072-003	SUBCONTRACTORS PERMITS	\$15,000	\$15,000
10-46073-003	REGISTRATION FEES	\$4,500	\$4,500
10-46074-003	BUSINESS ORIENTED	\$0	\$0
10-46075-003	OSSF PERMITS	\$1,200	\$1,200
10-46076-003	WELL APPLICATION FEE	\$0	\$0
10-46077-003	PLAN REVIEW	\$35,000	\$35,000
10-46078-003	ENERGY INSPECTION	\$0	\$0
10-46079-003	BACKFLOW INSPECTIONS	\$0	\$0
10-46080-003	RE - INSPECTION	\$0	\$0
10-46082-003	REVIEWS/ REQUESTS	\$600	\$600
10-46083-003	METER RELEASE	\$0	\$0
10-46084-003	RENTAL INSPECTIONS	\$400	\$400
10-46089-003	IRRIGATION	\$0	\$0
10-46091-003	LATE HOURS ALOCHOL PERMIT FEE	\$0	\$0
10-46095-003	FIRE ALARMS	\$1,000	\$1,000
10-46099-003	FIRE SPRINKLER	\$1,000	\$1,000
		<b>\$243,700</b>	<b>\$268,700</b>
10-46092-003	NSF FEES	\$0	\$0
10-46041-003	REFUNDS/BANK CREDITS	\$0	\$0
10-46042-003	MISCELLANEOUS	\$0	\$0
10-46043-003	ADJUSTMENT TO REVENUE	\$0	\$0
10-46046-003	OTHER REIMBURSEABLES	\$0	\$0
10-46054-003	CAPITAL LEASES	\$0	\$0
		<b>\$0</b>	<b>\$0</b>
	<b>Total Revenue:</b>	<b>\$243,700</b>	<b>\$268,700</b>
10-58100-003	SALARIES	\$82,490	\$87,300
10-58101-003	PAYROLL EXPENSE	\$1,196	\$1,266
10-58102-003	WORKERS COMPENSATION	\$1,554	\$2,072
10-58103-003	HEALTH INSURANCE	\$10,504	\$15,606
10-58104-003	RETIREMENT	\$5,956	\$6,303
10-58105-003	UNEMPLOYMENT INSURANCE	\$14	\$49
10-58107-003	CELL PHONE STIPEND	\$270	\$540
10-58108-003	EXTRA HELP	\$0	\$0
10-58109-003	CERTIFICATE PAY	\$0	\$0
10-58110-003	OVERTIME	\$0	\$0
10-58125-003	DENTAL INSURANCE	\$702	\$994
10-58126-003	LIFE INSURANCE	\$166	\$234
10-58127-003	PHYSICALS & GYM MEMBERSHIPS	\$0	\$0
10-58128-003	ACCRUED COMP & VACATION	\$0	\$0
10-58131-003	PERSONNEL SUPPORT	\$0	\$0
	<b>Total Personnel:</b>	<b>\$102,852</b>	<b>\$114,364</b>
10-58200-003	POSTAGE & SHIPPING	\$515	\$515
10-58201-003	OFFICE SUPPLIES	\$1,030	\$1,030
10-58202-003	FLOWERS/GIFTS/PLAQUES	\$52	\$52
10-58203-003	BASIC OPERATING SUPPLIES	\$0	\$0
10-58204-003	PRINTING & BINDING	\$309	\$309
10-58205-003	MINOR EQUIPMENT: OFFICE	\$515	\$515
10-58207-003	MV REPAIR & MAINTENACE	\$0	\$0
10-58208-003	UNIFORMS & SUPPLIES	\$309	\$309
10-58265-003	FACILITIES MAINT SUPPLIES	\$0	\$0
10-58266-003	MINOR EQUIPMENT: FIELD	\$0	\$0

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-58270-003	MV FUEL	\$0	\$0
10-58282-003	HEALTH PLAN REVIEWS	\$0	\$0
	<b>Total Supplies:</b>	<b>\$2,730</b>	<b>\$2,730</b>
10-58305-003	COMMUNICATION SERVICES	\$0	\$0
	<b>Total Utilities:</b>	<b>\$0</b>	<b>\$0</b>
10-58400-003	TRAVEL & TRAINING	\$7,500	\$3,000
10-58401-003	CONSULTANTS & PROFESSIONALS	\$108,150	\$108,150
10-58402-003	ADVERTISING & LEGAL NOTICES	\$5,150	\$5,150
10-58403-003	PRINTING & BINDING	\$0	\$0
10-58404-003	PROPERTY & LIABILITY	\$5,150	\$5,150
10-58405-003	REPAIR & MAINTENANCE	\$0	\$0
10-58407-003	DUES & MEMBERSHIPS	\$721	\$721
10-58408-003	SPECIAL EVENTS	\$0	\$0
10-58409-003	PERMITS & APPLICATIONS	\$0	\$0
10-58414-003	FINANCE CHARGES	\$0	\$0
10-58415-003	FINES & PENALTIES	\$0	\$0
10-58416-003	LEGAL/CITY ATTORNEY	\$0	\$0
10-58418-003	CONTRACTUAL SERVICES	\$28,100	\$28,100
10-58423-003	FOOD SERVICE INSPECTOR	\$5,870	\$5,870
10-58424-003	ENGINEERING/CITY ENGINEER	\$5,150	\$5,150
10-58426-003	SOFTWARE TECH SUPPORT	\$0	\$0
10-58427-003	EQUIPMENT TECH SUPPORT	\$0	\$0
10-58433-003	CLEANING SERVICE	\$0	\$0
10-58434-003	OSSF	\$0	\$0
10-58435-003	POOL INSPECTOR	\$1,700	\$1,700
10-58436-003	PAGER SERVICE	\$0	\$0
10-58437-003	BLACKBOARD CONNECT	\$0	\$0
10-58438-003	IT CONTRACT	\$3,968	\$3,968
10-58450-003	GOVERNMENT & MISC OPERATING	\$0	\$0
10-58451-003	EQUIPMENT RENTAL	\$0	\$0
10-58463-003	ECONOMIC DEVELOPMENT	\$5,000	\$5,000
10-58476-003	REIMBURSABLES & REFUNDS	\$0	\$0
	<b>Total Operational &amp; Contractual:</b>	<b>\$176,459</b>	<b>\$171,959</b>
10-58705-003	INTERFUND TRANSFER	\$0	\$0
10-58751-003	TRANSFER TO PERSONNEL SUPPORT	\$0	\$0
10-58752-003	TRANSFER TO ECONOMIC DEVELOPME	\$0	\$0
	<b>Total Transferables:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses:</b>	<b>\$282,041</b>	<b>\$289,053</b>
	<b>Net Profit/Loss:</b>	<b>-\$38,341</b>	<b>-\$20,353</b>

**Fire  
Department**

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-46030-004	VFD CONTRIBUTIONS	\$0	\$0
10-46031-004	SERVICE REVENUE	\$0	\$0
10-46032-004	REVENUE RECOVERY	\$5,000	\$5,000
10-46035-004	PARKER COUNTY RUN FUNDS	\$0	\$0
		<b>\$5,000</b>	<b>\$5,000</b>
10-46099-004	FIRE SPRINKLER	<b>\$10,000</b>	<b>\$10,000</b>
10-46041-004	REFUNDS/ BANK CREDITS	\$0	\$0
10-46042-004	MISCELLANEOUS	\$0	\$0
10-46046-004	OTHER REIMBURSEABLES	\$0	\$0
10-46047-004	BOND PROCEEDS	\$0	\$0
		<b>\$0</b>	<b>\$0</b>
	<b>Total Revenue:</b>	<b>\$15,000</b>	<b>\$15,000</b>
10-58100-004	SALARIES	\$534,557	\$554,732
10-58101-004	PAYROLL EXPENSE	\$8,845	\$9,137
10-58102-004	WORKERS COMPENSATION	\$13,468	\$13,468
10-58103-004	HEALTH INSURANCE	\$63,022	\$70,227
10-58104-004	RETIREMENT	\$43,721	\$45,178
10-58105-004	UNEMPLOYMENT INSURANCE	\$81	\$316
10-58107-004	CELL PHONE STIPEND	\$1,620	\$1,620
10-58108-004	EXTRA HELP	\$0	\$0
10-58109-004	CERTIFICATE PAY	\$23,400	\$22,750
10-58110-004	OVERTIME	\$55,000	\$55,000
10-58124-004	FLOATER SHIFTS	\$16,000	\$16,000
10-58125-004	DENTAL INSURANCE	\$4,213	\$4,472
10-58126-004	LIFE INSURANCE	\$994	\$1,055
10-58127-004	PHYSICALS & GYM MEMBERSHIPS	\$4,980	\$4,980
10-58128-004	ACCRUED COMP & VACATION	\$0	\$0
10-58131-004	PERSONNEL SUPPORT	\$0	\$0
	<b>Total Personnel:</b>	<b>\$769,901</b>	<b>\$798,935</b>
10-58200-004	POSTAGE & SHIPPING	\$824	\$824
10-58201-004	OFFICE SUPPLIES	\$2,225	\$2,225
10-58202-004	FLOWERS/GIFTS/PLAQUES	\$500	\$500
10-58203-004	BASIC OPERATING SUPPLIES	\$12,427	\$12,427
10-58204-004	PRINTING & BINDING	\$206	\$206
10-58205-004	MINOR EQUIPMENT: OFFICE	\$1,900	\$1,900
10-58206-004	MV OILS, LUBRICANTS & FLUIDS	\$0	\$0
10-58207-004	MV REPAIR & MAINTENANCE	\$77,061	\$77,061
10-58208-004	UNIFORMS & SUPPLIES	\$20,169	\$20,169
10-58214-004	FINANCE CHARGES	\$0	\$0
10-58216-004	PPE AND SUPPLIES	\$60,601	\$60,601
10-58217-004	MEDICAL SUPPLIES	\$14,906	\$14,906
10-58218-004	REHAB SUPPLIES	\$0	\$0
10-58219-004	FOAM SUPPLIES	\$1,803	\$1,803
10-58220-004	ROAD ABSORBENT SUPPLIES	\$1,654	\$1,654
10-58227-004	ICE & INCLEMENT WEATHER	\$0	\$0
10-58253-004	SAFETY EQUIPMENT & SUPPLIES	\$18,563	\$18,563
10-58260-004	BUILDING & FACILITIES REPAIRS	\$3,740	\$3,740
10-58265-004	FACILITIES MAINT SUPPLIES	\$0	\$0
10-58266-004	MINOR EQUIPMENT: FIELD	\$0	\$0
10-58267-004	OPERATING SUPPLIES NON CONSUMA	\$0	\$0
10-58270-004	MV FUEL	\$0	\$0
10-58278-004	EMERGENCY RESPONSE SUPPLIES	\$8,000	\$8,000
	<b>Total Supplies:</b>	<b>\$224,579</b>	<b>\$224,579</b>

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-58305-004	COMMUNICATION SERVICES	\$6,180	\$6,180
	<b>Total Utilities:</b>	<b>\$6,180</b>	<b>\$6,180</b>
10-58400-004	TRAVEL & TRAINING	\$28,054	\$28,054
10-58401-004	CONSULTANTS & PROFESSIONALS	\$3,605	\$3,605
10-58402-004	ADVERTISING & LEGAL NOTICES	\$0	\$0
10-58403-004	PRINTING & BINDING	\$206	\$206
10-58404-004	PROPERTY & LIABILITY	\$5,150	\$5,150
10-58405-004	REPAIR & MAINTENANCE	\$0	\$0
10-58406-004	PROFESSIONAL LICENSE	\$0	\$0
10-58407-004	DUES & MEMBERSHIPS	\$542	\$542
10-58408-004	SPECIAL EVENTS	\$0	\$0
10-58409-004	PERMITS & APPLICATIONS	\$0	\$0
10-58414-004	FINANCE CHARGES	\$0	\$0
10-58415-004	FINES & PENALTIES	\$0	\$0
10-58416-004	LEGAL/CITY ATTORNEY	\$0	\$0
10-58417-004	ACCOUNTING & AUDITOR	\$0	\$0
10-58418-004	CONTRACTUAL SERVICES	\$56,250	\$65,207
10-58426-004	SOFTWARE TECH SUPPORT	\$0	\$0
10-58427-004	EQUIPMENT TECH SUPPORT	\$20,540	\$20,540
10-58437-004	BLACKBOARD CONNECT	\$1,071	\$1,071
10-58438-004	IT CONTRACT	\$3,968	\$3,968
10-58440-004	VFD CONTRIBUTIONS PAID	\$0	\$0
10-58450-004	GOVERNMENT & MISC OPERATING	\$0	\$0
10-58451-004	EQUIPMENT RENTAL	\$0	\$0
10-58452-004	VEHICLE LEASE (Enterprise)	\$0	\$0
10-58464-004	DRAINAGE	\$0	\$0
10-58476-004	REIMBURSABLES & REFUNDS	\$0	\$0
	<b>Total Operational &amp; Contractual:</b>	<b>\$119,386</b>	<b>\$128,343</b>
10-58705-004	INTERFUND TRANSFER	\$0	\$0
10-58719-004	INTEREST	\$0	\$0
10-58751-004	TRANSFER TO PERSONNEL SUPPORT	\$0	\$0
10-58753-004	TRANSFER TO DEBT SERVICE	\$0	\$0
	<b>Total Transferables:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses - Before Capital:</b>	<b>\$1,120,046</b>	<b>\$1,158,037</b>
10-58601-007	VEHICLES	\$0	\$0
10-58602-007	TECHNOLOGY PROJECTS	\$0	\$0
10-58606-007	TECHNOLOGY: OFFICE & FIELD	\$0	\$0
10-58624-007	EQUIPMENT PURCHASE	\$0	\$0
	<b>Total Capital Outlay:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses - After Capital:</b>	<b>\$1,120,046</b>	<b>\$1,158,037</b>
	<b>Net Profit/Loss:</b>	<b>\$1,120,046</b>	<b>\$1,158,037</b>



**Legislative  
Department**

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-46042-005	MISCELLANEOUS	\$1,100	\$1,100
10-46043-005	ADJUSTMENT TO REVENUE	\$0	\$0
		<b>\$1,100</b>	<b>\$1,100</b>
10-46036-005	OPEN RECORDS FEES	\$150	\$150
	<b>Total Revenue:</b>	<b>\$1,250</b>	<b>\$1,250</b>
10-58100-005	SALARIES	\$63,654	\$69,010
10-58101-005	PAYROLL EXPENSE	\$923	\$1,001
10-58102-005	WORKERS COMPENSATION	\$1,036	\$1,036
10-58103-005	HEALTH INSURANCE	\$7,002	\$7,803
10-58104-005	RETIREMENT	\$4,596	\$4,983
10-58105-005	UNEMPLOYMENT INSURANCE	\$9	\$24
10-58107-005	CELL PHONE STIPEND	\$540	\$540
10-58108-005	EXTRA HELP	\$0	\$0
10-58109-005	CERTIFICATE PAY	\$0	\$0
10-58110-005	OVERTIME	\$0	\$0
10-58125-005	DENTAL INSURANCE	\$468	\$497
10-58126-005	LIFE INSURANCE	\$110	\$117
10-58127-005	PHYSICALS & GYM MEMBERSHIPS	\$0	\$0
10-58128-005	ACCRUED COMP & VACATION	\$0	\$0
	<b>Total Personnel:</b>	<b>\$78,338</b>	<b>\$85,011</b>
10-58200-005	POSTAGE & SHIPPING	\$100	\$100
10-58201-005	OFFICE SUPPLIES	\$1,500	\$1,500
10-58202-005	FLOWERS/GIFTS/PLAQUES	\$1,500	\$1,500
10-58203-005	BASIC OPERATING SUPPLIES	\$550	\$550
10-58204-005	PRINTING & BINDING	\$515	\$515
10-58205-005	MINOR EQUIPMENT: OFFICE	\$2,900	\$2,900
10-58208-005	UNIFORMS & SUPPLIES	\$1,350	\$1,350
10-58265-005	FACILITIES MAINT SUPPLIES	\$0	\$0
10-58266-005	MINOR EQUIPMENT: FIELD	\$500	\$500
10-58267-005	OPERATING SUPPLIES NON CONSUMA	\$0	\$0
10-58269-005	PROMOTIONS	\$4,600	\$4,600
	<b>Total Supplies:</b>	<b>\$13,515</b>	<b>\$13,515</b>
10-58305-005	COMMUNICATION SERVICES	\$0	\$0
	<b>Total Utilities:</b>	<b>\$0</b>	<b>\$0</b>
10-58400-005	TRAVEL & TRAINING	\$14,100	\$10,000
10-58401-005	CONSULTANTS & PROFESSIONALS	\$8,000	\$8,000
10-58402-005	ADVERTISING & LEGAL NOTICES	\$2,000	\$2,000
10-58404-005	PROPERTY & LIABILITY	\$5,500	\$5,500
10-58405-005	REPAIR & MAINTENANCE	\$0	\$0
10-58406-005	PROFESSIONAL LICENSE	\$400	\$400
10-58407-005	DUES & MEMBERSHIPS	\$10,200	\$10,200
10-58408-005	SPECIAL EVENTS	\$12,500	\$12,500
10-58409-005	PERMITS & APPLICATIONS	\$0	\$0
10-58411-005	PROPERTY DAMAGE	\$0	\$0
10-58414-005	FINANCE CHARGES	\$0	\$0
10-58415-005	FINES & PENALTIES	\$0	\$0
10-58416-005	LEGAL/CITY ATTORNEY	\$45,000	\$45,000
10-58418-005	CONTRACTUAL SERVICES	\$4,400	\$4,400
10-58419-005	ELECTIONS ADMINISTRATION	\$5,700	\$5,700
10-58424-005	ENGINEERING/CITY ENGINEER	\$0	\$0

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-58425-005	SOLID WASTE COLLECTION	\$0	\$0
10-58426-005	SOFTWARE TECH SUPPORT	\$500	\$500
10-58427-005	EQUIPMENT TECH SUPPORT	\$0	\$0
10-58437-005	BLACKBOARD CONNECT	\$1,071	\$1,071
10-58438-005	IT CONTRACT	\$3,968	\$3,968
10-58450-005	GOVERNMENT & MISC OPERATING	\$1,500	\$1,500
10-58451-005	EQUIPMENT RENTAL	\$0	\$0
10-58476-005	REIMBURSABLES & REFUNDS	\$0	\$0
	<b>Total Operational &amp; Contractual:</b>	<b>\$114,839</b>	<b>\$110,739</b>
10-58705-005	INTERFUND TRANSFER	\$0	\$0
10-58751-005	TRANSFER TO PERSONNEL SUPPORT	\$0	\$0
	<b>Total Transferables:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses:</b>	<b>\$206,692</b>	<b>\$209,265</b>
	<b>Net Profit/Loss:</b>	<b>-\$205,442</b>	<b>-\$208,015</b>

**Court  
Department**

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-46042-006	MISCELLANEOUS	\$0	\$0
10-46043-006	ADJUSTMENT TO REVENUE	\$0	\$0
		<b>\$0</b>	<b>\$0</b>
10-46060-006	NON-PARKING	\$100,000	\$100,000
10-46061-006	PARKING	\$1,000	\$1,000
10-46062-006	WARRANTS/CAPIAS	\$1,300	\$1,300
10-46063-006	STATE LAW - CLASS C	\$15,000	\$15,000
10-46064-006	COURT ADMINISTRATION	\$75,000	\$75,000
10-46065-006	COURT SECURITY	\$4,700	\$4,700
10-46066-006	TIME PAYMENT	\$400	\$400
10-46067-006	MC TECH FEE	\$6,700	\$6,700
10-46085-006	SEAT BELT	\$500	\$500
		<b>\$204,600</b>	<b>\$204,600</b>
	<b>Total Revenue:</b>	<b>\$204,600</b>	<b>\$204,600</b>
10-58100-006	SALARIES	\$94,710	\$92,998
10-58101-006	PAYROLL EXPENSE	\$1,417	\$1,456
10-58102-006	WORKERS COMPENSATION	\$2,072	\$2,072
10-58103-006	HEALTH INSURANCE	\$14,005	\$15,606
10-58104-006	RETIREMENT	\$6,996	\$7,192
10-58105-006	UNEMPLOYMENT INSURANCE	\$18	\$49
10-58107-006	CELL PHONE STIPEND	\$540	\$540
10-58108-006	EXTRA HELP	\$0	\$0
10-58109-006	CERTIFICATE PAY	\$479	\$1,200
10-58110-006	OVERTIME	\$792	\$5,212
10-58125-006	DENTAL INSURANCE	\$936	\$994
10-58126-006	LIFE INSURANCE	\$221	\$234
10-58127-006	PHYSICALS & GYM MEMBERSHIPS	\$0	\$0
10-58128-006	ACCRUED COMP & VACATION	\$0	\$0
10-58132-006	BAILIFF DUTIES	\$1,400	\$1,400
	<b>Total Personnel:</b>	<b>\$123,586</b>	<b>\$128,953</b>
10-58200-006	POSTAGE & SHIPPING	\$0	\$0
10-58201-006	OFFICE SUPPLIES	\$1,000	\$1,000
10-58202-006	FLOWERS/GIFTS/PLAQUES	\$200	\$200
10-58203-006	BASIC OPERATING SUPPLIES	\$0	\$0
10-58204-006	PRINTING & BINDING	\$0	\$0
10-58205-006	MINOR EQUIPMENT: OFFICE	\$0	\$0
10-58214-006	FINANCE CHARGES	\$300	\$300
10-58253-006	SAFETY EQUIPMENT & SUPPLIES	\$0	\$0
10-58265-006	FACILITIES MAINT SUPPLIES	\$0	\$0
10-58267-006	OPERATING SUPPLIES NON CONSUMA	\$0	\$0
	<b>Total Supplies:</b>	<b>\$1,500</b>	<b>\$1,500</b>
10-58305-006	COMMUNICATION SERVICES	\$0	\$0
	<b>Total Utilities:</b>	<b>\$0</b>	<b>\$0</b>
10-58400-006	TRAVEL & TRAINING	\$3,000	\$3,000
10-58401-006	CONSULTANTS & PROFESSIONALS	\$0	\$0
10-58402-006	ADVERTISING & LEGAL NOTICES	\$0	\$0
10-58403-006	PRINTING & BINDING	\$0	\$0
10-58404-006	PROPERTY & LIABILITY	\$5,150	\$5,150
10-58405-006	REPAIR & MAINTENANCE	\$0	\$0
10-58406-006	PROFESSIONAL LICENSE	\$0	\$0

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-58407-006	DUES & MEMBERSHIPS	\$82	\$82
10-58408-006	SPECIAL EVENTS	\$0	\$0
10-58409-006	PERMITS & APPLICATIONS	\$0	\$0
10-58414-006	FINANCE CHARGES	\$0	\$0
10-58415-006	FINES & PENALTIES	\$0	\$0
10-58416-006	LEGAL/CITY ATTORNEY	\$10,000	\$10,000
10-58418-006	CONTRACTUAL SERVICES	\$0	\$0
10-58421-006	MUNICIPAL JUDGE	\$14,400	\$14,400
10-58422-006	MAGISTRATE	\$3,000	\$3,000
10-58426-006	SOFTWARE TECH SUPPORT	\$0	\$0
10-58427-006	EQUIPMENT TECH SUPPORT	\$0	\$0
10-58438-006	IT CONTRACT	\$4,000	\$4,000
10-58441-006	JURY SERVICE	\$200	\$200
10-58450-006	GOVERNMENT & MISC OPERATING	\$0	\$0
10-58451-006	EQUIPMENT RENTAL	\$0	\$0
10-58476-006	REIMBURSABLES & REFUNDS	\$0	\$0
	<b>Total Operational &amp; Contractual:</b>	<b>\$39,832</b>	<b>\$39,832</b>
10-58701-006	TRANSFER TO COURT SECURITY FUND	\$0	\$0
10-58702-006	TRANSFER TO COURT TECHNOLOGY FUN	\$0	\$0
10-58703-006	COURT TECHNOLOGY	\$0	\$0
10-58705-006	INTERFUND TRANSFER	\$0	\$0
10-58742-006	TRANSFER TO CAPITAL/EQUIPMENT	\$0	\$0
10-58751-006	TRANSFER TO PERSONNEL SUPPORT	\$0	\$0
	<b>Total Transferables:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses:</b>	<b>\$164,918</b>	<b>\$170,285</b>
	<b>Net Profit/Loss:</b>	<b>\$39,682</b>	<b>\$34,315</b>

**Police  
Department**

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-46005-007	INTEREST - OPERATING FUND	\$0	\$0
10-46031-007	SERVICE REVENUE	\$0	\$0
10-46041-007	REFUNDS/BANK CREDITS	\$0	\$0
10-46042-007	MISCELLANEOUS	\$0	\$0
10-46046-007	OTHER REIMBURSEABLES	\$0	\$0
		<b>\$0</b>	<b>\$0</b>
10-46053-007	ACCIDENT REPORTS	\$600	\$600
10-46050-007	POLICE TRAINING	\$0	\$0
10-46051-007	POLICE CONTRIBUTIONS	\$0	\$0
10-46088-007	SALE OF ASSETS	\$0	\$0
10-46093-007	GRANT FUNDS	\$0	\$0
10-46097-007	FOUND PROPERTY	\$0	\$0
		<b>\$0</b>	<b>\$0</b>
<b>Total Revenue:</b>		<b>\$600</b>	<b>\$600</b>

10-58100-007	SALARIES	\$812,137	\$810,000
10-58101-007	PAYROLL EXPENSE	\$12,559	\$11,674
10-58102-007	WORKERS COMPENSATION	\$12,432	\$13,468
10-58103-007	HEALTH INSURANCE	\$98,035	\$101,440
10-58104-007	RETIREMENT	\$62,535	\$58,127
10-58105-007	UNEMPLOYMENT INSURANCE	\$108	\$316
10-58107-007	CELL PHONE STIPEND	\$2,161	\$0
10-58108-007	EXTRA HELP	\$0	\$0
10-58109-007	CERTIFICATE PAY	\$12,000	\$12,600
10-58110-007	OVERTIME	\$27,000	\$27,000
10-58125-007	DENTAL INSURANCE	\$6,554	\$6,459
10-58126-007	LIFE INSURANCE	\$1,546	\$1,524
10-58127-007	PHYSICALS & GYM MEMBERSHIPS	\$2,000	\$4,500
10-58128-007	ACCRUED COMP & VACATION	\$0	\$0
		<b>\$0</b>	<b>\$0</b>
<b>Total Personnel:</b>		<b>\$1,049,067</b>	<b>\$1,047,108</b>

10-58200-007	POSTAGE & SHIPPING	\$309	\$309
10-58201-007	OFFICE SUPPLIES	\$5,500	\$5,500
10-58202-007	FLOWERS/GIFTS/PLAQUES	\$438	\$438
10-58203-007	BASIC OPERATING SUPPLIES	\$3,000	\$3,000
10-58204-007	PRINTING & BINDING	\$824	\$824
10-58205-007	MINOR EQUIPMENT: OFFICE	\$5,200	\$5,200
10-58206-007	MV OILS, LUBRICANTS & FLUIDS	\$515	\$515
10-58207-007	MV REPAIR & MAINTENANCE	\$9,000	\$9,000
10-58208-007	UNIFORMS & SUPPLIES	\$13,800	\$13,800
10-58214-007	FINANCE CHARGES	\$60	\$60
10-58227-007	ICE & INCLEMENT WEATHER	\$0	\$0
10-58253-007	SAFETY EQUIPMENT & SUPPLIES	\$2,862	\$2,862
10-58260-007	BUILDING & FACILITIES REPAIRS	\$6,180	\$6,180
10-58265-007	FACILITIES MAINT SUPPLIES	\$13,975	\$13,975
10-58266-007	MINOR EQUIPMENT: FIELD	\$2,500	\$2,500
10-58267-007	OPERATING SUPPLIES NON CONSUMA	\$1,030	\$1,030
10-58268-007	SUBSCRIPTIONS & PUBLICATIONS	\$3,376	\$3,376
10-58270-007	MV FUEL	\$25,000	\$25,000
10-58271-007	MV TIRES, TUBES & BATTERIES	\$4,120	\$4,120
10-58275-007	SPECIAL EVENTS	\$1,000	\$1,000
10-58276-007	AMMUNITION & WEAPONS RELATED	\$3,500	\$3,500
10-58278-007	EMERGENCY RESPONSE SUPPLIES	\$0	\$0
		<b>\$0</b>	<b>\$0</b>
<b>Total Supplies:</b>		<b>\$102,189</b>	<b>\$102,189</b>



City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-58302-007	TELEPHONE	\$0	\$0
10-58303-007	LONG DISTANCE TELEPHONE	\$0	\$0
10-58304-007	MOBILE TELEPHONE	\$0	\$0
10-58305-007	COMMUNICATION SERVICES	\$0	\$4,300
	<b>Total Utilities:</b>	<b>\$0</b>	<b>\$4,300</b>
10-58400-007	TRAVEL & TRAINING	\$8,500	\$8,500
10-58401-007	CONSULTANTS & PROFESSIONALS	\$0	\$0
10-58402-007	ADVERTISING & LEGAL NOTICES	\$103	\$103
10-58403-007	PRINTING & BINDING	\$618	\$618
10-58404-007	PROPERTY & LIABILITY	\$5,150	\$5,150
10-58405-007	REPAIR & MAINTENANCE	\$0	\$0
10-58407-007	DUES & MEMBERSHIPS	\$1,700	\$1,700
10-58408-007	SPECIAL EVENTS	\$0	\$0
10-58409-007	PERMITS & APPLICATIONS	\$0	\$0
10-58410-007	LAB TESTING	\$3,000	\$3,000
10-58414-007	FINANCE CHARGES	\$0	\$0
10-58415-007	FINES & PENALTIES	\$0	\$0
10-58416-007	LEGAL/CITY ATTORNEY	\$0	\$0
10-58418-007	CONTRACTUAL SERVICES	\$71,500	\$71,500
10-58420-007	INMATE HOUSING	\$1,200	\$1,200
10-58426-007	SOFTWARE TECH SUPPORT	\$0	\$0
10-58427-007	EQUIPMENT TECH SUPPORT	\$0	\$0
10-58429-007	ACCURINT	\$0	\$0
10-58437-007	BLACKBOARD CONNECT	\$1,071	\$1,071
10-58438-007	IT CONTRACT	\$3,968	\$3,968
10-58450-007	GOVERNMENT & MISC OPERATING	\$650	\$650
10-58451-007	EQUIPMENT RENTAL	\$0	\$0
10-58452-004	VEHICLE LEASE (Enterprise)	\$58,945	\$59,745
10-58453-007	REPAIR & MAINTENANCE - OTHER	\$0	\$0
10-58460-007	POLICE CONTRIBUTIONS PAID	\$0	\$0
10-58462-007	ANIMAL CONTROL	\$66,550	\$66,550
10-58476-007	REIMBURSABLES & REFUNDS	\$0	\$0
	<b>Total Operational &amp; Contractual:</b>	<b>\$222,955</b>	<b>\$223,755</b>
10-58751-007	TRANSFER TO PERSONNEL SUPPORT	\$0	\$0
10-58758-007	TRANSFER TO FIRST RESPONDER FU	\$0	\$0
10-58759-007	TRANSFER TO LEASE FUND	\$0	\$0
	<b>Total Transferables:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses - Before Capital:</b>	<b>\$1,374,211</b>	<b>\$1,377,352</b>
10-58601-007	VEHICLES (Enterprise)	\$0	\$0
10-58602-007	TECHNOLOGY PROJECTS	\$0	\$0
10-58606-007	TECHNOLOGY: OFFICE & FIELD	\$0	\$0
10-58624-007	EQUIPMENT PURCHASE	\$0	\$0
	<b>Total Capital Outlay:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses - After Capital:</b>	<b>\$1,374,211</b>	<b>\$1,377,352</b>
	<b>Net Profit/Loss:</b>	<b>-\$1,373,611</b>	<b>-\$1,376,752</b>

**City Services  
Department**

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-46005-008	INTEREST - OPERATING FUND	\$0	\$0
10-46041-008	REFUNDS/BANK CREDITS	\$0	\$0
10-46042-008	MISCELLANEOUS	\$0	\$0
10-46047-008	BOND PROCEEDS	\$0	\$0
10-46049-008	ROOM RENTAL - COMMUNITY	\$0	\$0
10-46090-008	ROAD CONTRIBUTIONS	\$0	\$0
10-46096-008	PARK CONTRIBUTIONS	\$0	\$0
10-46100-008	FROM GENERAL FUND RESERVES	\$0	\$0
<b>Total Revenue:</b>		<b>\$0</b>	<b>\$0</b>
10-58100-008	SALARIES	\$33,100	\$34,086
10-58101-008	PAYROLL EXPENSE	\$607	\$621
10-58102-008	WORKERS COMPENSATION	\$1,036	\$1,036
10-58103-008	HEALTH INSURANCE	\$7,002	\$7,803
10-58104-008	RETIREMENT	\$3,022	\$3,094
10-58105-008	UNEMPLOYMENT INSURANCE	\$9	\$24
10-58107-008	CELL PHONE STIPEND	\$540	\$540
10-58108-008	EXTRA HELP	\$0	\$0
10-58109-008	CERTIFICATE PAY	\$0	\$0
10-58110-008	OVERTIME	\$4,381	\$4,381
10-58125-008	DENTAL INSURANCE	\$468	\$497
10-58126-008	LIFE INSURANCE	\$110	\$117
10-58127-008	PHYSICALS & GYM MEMBERSHIPS	\$0	\$0
10-58128-008	ACCRUED COMP & VACATION	\$0	\$0
<b>Total Personnel:</b>		<b>\$50,275</b>	<b>\$52,199</b>
10-58200-008	POSTAGE & SHIPPING	\$0	\$0
10-58201-008	OFFICE SUPPLIES	\$0	\$0
10-58202-008	FLOWERS/GIFTS/PLAQUES	\$0	\$0
10-58203-008	BASIC OPERATING SUPPLIES	\$0	\$0
10-58204-008	PRINTING & BINDING	\$0	\$0
10-58205-008	MINOR EQUIPMENT: OFFICE	\$0	\$0
10-58207-008	MV REPAIR & MAINTENACE	\$2,000	\$2,000
10-58208-008	UNIFORMS & SUPPLIES	\$824	\$824
10-58209-008	PAVING MATERIALS	\$0	\$0
10-58210-008	TRAFFIC & STREET SIGNS	\$3,605	\$3,605
10-58214-008	FINANCE CHARGES	\$0	\$0
10-58222-008	MINOR TOOLS	\$3,060	\$3,060
10-58223-008	EQUIPMENT	\$0	\$0
10-58224-008	MISC. TOOLS/SUPPLIES	\$0	\$0
10-58225-008	ASPHALT MATERIALS	\$35,000	\$35,000
10-58226-008	ROAD BASE MATERIALS - PAVING	\$19,800	\$19,800
10-58227-008	ICE & INCLEMENT WEATHER	\$4,635	\$4,635
10-58228-008	CONCRETE REPLACEMENT	\$15,000	\$15,000
10-58230-008	DRAINAGE	\$20,000	\$20,000
10-58251-008	BARRICADES/MARKERS	\$2,500	\$2,500
10-58253-008	SAFETY EQUIPMENT & SUPPLIES	\$1,030	\$1,030
10-58260-008	BUILDING & FACILITIES REPAIRS	\$24,000	\$24,000
10-58262-008	POLICE/FIRE DEPARTMENT	\$0	\$0
10-58263-008	PUBLIC WORKS BUILDING	\$0	\$0
10-58265-008	FACILITIES MAINT SUPPLIES	\$0	\$0
10-58266-008	MINOR EQUIPMENT: FIELD	\$3,800	\$3,800
10-58267-008	OPERATING SUPPLIES NON CONSUMA	\$0	\$0
10-58270-008	MV FUEL	\$10,900	\$10,900
10-58272-008	STREET REPAIR MATERIALS	\$0	\$0
10-58275-008	SPECIAL EVENTS	\$0	\$0
10-58278-008	EMERGENCY RESPONSE SUPPLIES	\$0	\$0
<b>Total Supplies:</b>		<b>\$146,154</b>	<b>\$146,154</b>
10-58300-008	ELECTRICITY	\$33,372	\$33,372
10-58301-008	GAS	\$4,000	\$4,000
10-58302-008	TELEPHONE	\$15,000	\$15,000
10-58303-008	LONG DISTANCE TELEPHONE	\$0	\$0
10-58304-008	MOBILE TELEPHONE	\$0	\$0
10-58305-008	COMMUNICATION SERVICES	\$45,000	\$45,000
<b>Total Utilities:</b>		<b>\$97,372</b>	<b>\$97,372</b>
10-58400-008	TRAVEL & TRAINING	\$1,000	\$1,000
10-58401-008	CONSULTANTS & PROFESSIONALS	\$0	\$0
10-58402-008	ADVERTISING & LEGAL NOTICES	\$0	\$0

City of Willow Park  
2020-2021 Budget

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
10-58404-008	PROPERTY & LIABILITY	\$5,150	\$5,150
10-58405-008	REPAIR & MAINTENANCE	\$0	\$0
10-58407-008	DUES & MEMBERSHIPS	\$0	\$0
10-58408-008	SPECIAL EVENTS	\$0	\$0
10-58409-008	PERMITS & APPLICATIONS	\$0	\$0
10-58410-008	LAB TESTING	\$0	\$0
10-58411-008	PROPERTY DAMAGE	\$0	\$0
10-58412-008	OTHER RENTAL	\$0	\$0
10-58413-008	CONTRACT STREET REPAIR	\$0	\$0
10-58414-008	FINANCE CHARGES	\$0	\$0
10-58415-008	FINES & PENALTIES	\$0	\$0
10-58418-008	CONTRACTUAL SERVICES	\$15,000	\$15,000
10-58424-008	ENGINEERING/CITY ENGINEER	\$0	\$0
10-58425-008	SOLID WASTE COLLECTION	\$0	\$0
10-58426-008	SOFTWARE TECH SUPPORT	\$0	\$0
10-58427-008	EQUIPMENT TECH SUPPORT	\$0	\$0
10-58433-008	CLEANING SERVICE	\$0	\$0
10-58438-008	IT CONTRACT	\$3,968	\$3,968
10-58450-008	GOVERNMENT & MISC OPERATING	\$45,320	\$45,320
10-58451-008	EQUIPMENT RENTAL	\$2,060	\$2,060
10-58453-008	STREET MAINTENANCE	\$0	\$0
10-58461-008	PARKS & ROADS DONATIONS PAID	\$0	\$0
10-58464-008	DRAINAGE	\$0	\$0
10-58476-008	REIMBURSABLES & REFUNDS	\$0	\$0
	<b>Total Operational &amp; Contractual:</b>	<b>\$72,498</b>	<b>\$72,498</b>
10-58705-008	INTERFUND TRANSFER	\$0	\$0
10-58719-008	INTEREST	\$0	\$0
10-58725-008	DEBT ISSUANCE COST	\$0	\$0
10-58737-008	TRANSFER TO WATER FUND	\$0	\$0
10-58738-008	TRANSFER TO WASTEWATER FUND	\$0	\$0
10-58740-008	TRANSFER TO SOLID WASTE FUND	\$0	\$0
10-58741-008	TRANSFER TO GENERAL FUND	\$0	\$0
10-58742-008	TRANSFER TO CAPITAL/EQUIPMENT	\$0	\$0
10-58751-008	TRANSFER TO PERSONNEL SUPPORT	\$0	\$0
10-58452-004	VEHICLE LEASE (Enterprise)	\$0	\$0
10-58754-008	TRANSFER TO DRAINAGE FUND	\$0	\$0
10-58756-008	TRANSFER TO EMERGENCY DISTASTE	\$0	\$0
10-58757-008	TRANSFER TO PARKS & ROADS DONA	\$0	\$0
	<b>Total Transferables:</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Expenses - Before Capital:</b>	<b>\$366,299</b>	<b>\$368,223</b>
10-58601-008	VEHICLES (Enterprise)	\$0	\$0
10-58602-008	TECHNOLOGY PROJECTS	\$0	\$0
10-58603-008	STREET IMPROVEMENTS	\$0	\$0
10-58604-008	EQUIPMENT: HEAVY	\$0	\$0
10-58606-008	TECHNOLOGY: OFFICE & FIELD	\$0	\$0
10-58607-008	CAPITAL IMPROVEMENTS	\$0	\$0
10-58609-008	FACILITIES: PARKS	\$5,000	\$30,000
10-58610-008	FACILITIES: CITY BUILDINGS	\$0	\$0
10-58624-008	EQUIPMENT PURCHASE	\$0	\$0
10-58625-008	UTILITIES: DRAINAGE (Storm Water Drainage Fee)	\$0	\$0
10-58646-008	PREDETERMINED PROJECT EXPENDIT	\$0	\$0
10-58647-008	CAPITAL PROJECTS-RESERVE FUNDS	\$0	\$0
10-58647-008	PARKER COUNTY STREET IMPROVEMENTS (ILA)	\$115,000	\$75,000
	<b>Total Capital Outlay:</b>	<b>\$120,000</b>	<b>\$105,000</b>
	<b>Total Expenses - After Capital:</b>	<b>\$486,299</b>	<b>\$473,223</b>
	<b>Net Profit/Loss:</b>	<b>-\$486,299</b>	<b>-\$473,223</b>

City of Willow Park  
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<b>Fund: 20 WATER FUND</b>	<b>2019-2020 Current Budget</b>	<b>2020-2021 Proposed Budget</b>
<b>Dept: ALL</b>		
<b>Revenue Description</b>		
User Charges	2,225,964	\$2,337,262
Meter Fees	\$250,500	\$250,500
Other Revenue	\$11,800	\$11,800
Transfers From Reserves	\$0	\$0
	<b>\$2,488,264</b>	<b>\$2,599,562</b>
<b>Expense Description</b>		
Personnel	\$736,907	\$819,278
Supplies (Maintenance & Operations)	\$288,376	\$288,376
Utilities	\$111,832	\$111,832
Operational & Contractual Services	\$237,995	\$237,995
Transfers, Restricted Funds, Debt Service	\$882,424	\$989,226
Captial Expenditures		\$85,000
<b>Total Expenses:</b>	<b>\$2,257,534</b>	<b>\$2,531,708</b>
<b>Net Profit/Loss</b>	<b>\$230,730</b>	<b>\$67,855</b>

City of Willow Park  
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Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
20-45000-20	USER CHARGES	\$2,225,964	\$2,337,262
20-45001-20	PENALTIES	\$30,000	\$30,000
20-45002-20	NEW ACCOUNT FEES	\$13,000	\$13,000
20-45003-20	TAP FEES	\$3,000	\$3,000
20-45004-20	IMPACT FEES	\$165,000	\$165,000
20-45007-20	METER FEE	\$25,000	\$25,000
20-45008-20	METER BOX FEE	\$4,500	\$4,500
20-45030-20	RECONNECT FEES	\$10,000	\$10,000
		<b>\$250,500</b>	<b>\$250,500</b>
20-45005-20	INTEREST REVENUE	\$10,000	\$10,000
20-45009-20	DEVELOPMENT CONTRIBUTIONS	\$0	\$0
20-45031-20	RETURNED CHECK FEES	\$600	\$600
20-45032-20	REIMBURSEMENT FOR REPAIRS	\$0	\$0
20-45041-20	REFUNDS/ BANK CREDITS	\$0	\$0
20-45042-20	MISCELLANEOUS REVENUE	\$1,200	\$1,200
20-45043-20	ADJUSTMENT TO REVENUE	\$0	\$0
20-45046-20	OTHER REIMBURSABLES.	\$0	\$0
		<b>\$11,800</b>	<b>\$11,800</b>
20-45010-20	SURETY BOND FORFITURE	\$0	\$0
20-45047-20	BALANCE OFFSET	\$0	\$0
20-45045-20	GAIN OR LOSS ON SALE OF FIXED	\$0	\$0
20-48705-20	TRANSFER IN FROM RESERVES (FOR METERS)	\$0	\$0
	Remaining Bond Proceeds from 1998	\$0	\$0
	<b>Total Revenue:</b>	<b>\$2,488,264</b>	<b>\$2,599,562</b>
20-58100-20	SALARIES	\$548,377	\$590,867
20-58101-20	PAYROLL EXPENSE	\$8,439	\$9,055
20-58102-20	WORKERS COMPENSATION	\$11,396	\$14,504
20-58103-20	HEALTH INSURANCE	\$89,178	\$112,959
20-58104-20	RETIREMENT	\$42,021	\$45,089
20-58105-20	UNEMPLOYMENT INSURANCE	\$99	\$340
20-58107-20	CELL PHONE STIPEND	\$4,320	\$4,320
20-58108-20	EXTRA HELP	\$0	\$0
20-58109-20	CERTIFICATE PAY	\$2,280	\$2,280
20-58110-20	OVERTIME	\$16,817	\$16,817
20-58125-20	DENTAL INSURANCE	\$12,579	\$21,184
20-58126-20	LIFE INSURANCE	\$1,401	\$1,863
20-58127-20	PHYSICALS & GYM MEMBERSHIPS	\$0	\$0
20-58128-20	ACCRUED COMP & VACATION	\$0	\$0
	<b>Total Personnel:</b>	<b>\$736,907</b>	<b>\$819,278</b>
20-58200-20	POSTAGE & SHIPPING	\$15,000	\$15,000
20-58201-20	OFFICE SUPPLIES	\$5,000	\$5,000
20-58202-20	FLOWERS/GIFTS/PLAQUES	\$300	\$300
20-58203-20	BASIC OPERATING SUPPLIES	\$2,000	\$2,000
20-58204-20	PRINTING & BINDING	\$0	\$0
20-58205-20	MINOR EQUIPMENT: OFFICE	\$3,000	\$3,000
20-58207-20	MV REPAIR & MAINTENANCE	\$10,400	\$10,400
20-58208-20	UNIFORMS & SUPPLIES	\$5,370	\$5,370
20-58211-20	WATER SUPPLIES	\$0	\$0
20-58214-20	FINANCE CHARGES	\$1,800	\$1,800
20-58222-20	MINOR TOOLS	\$0	\$0
<b>Account Number</b>	<b>Account Description</b>	<b>FY 2019 - 2020</b>	<b>FY 2020 - 2021</b>

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20-58223-20	EQUIPMENT	\$0	\$0
20-58224-20	MISC. TOOLS/SUPPLIES	\$2,850	\$2,850
20-58227-20	ICE & INCLEMENT WEATHER	\$0	\$0
20-58230-20	CHEMICALS	\$10,048	\$10,048
20-58231-20	WATER METERS	\$0	\$0
20-58232-20	FIRE HYDRANTS	\$10,400	\$10,400
20-58233-20	ROAD BASE MATERIAL - MAIN BREA	\$0	\$0
20-58234-20	SAND	\$0	\$0
20-58235-20	TOP SOIL	\$0	\$0
20-58253-20	SAFETY EQUIPMENT & SUPPLIES	\$2,874	\$2,874
20-58260-20	BUILDING & FACILITIES REPAIRS	\$3,984	\$3,984
20-58265-20	FACILITIES MAINT SUPPLIES	\$0	\$0
20-58266-20	MINOR EQUIPMENT: FIELD	\$2,850	\$2,850
20-58267-20	OPERATING SUPPLIES NON CONSUMA	\$0	\$0
20-58268-20	SUBSCRIPTIONS & PUBLICATIONS	\$500	\$500
20-58270-20	MV FUEL	\$27,000	\$27,000
20-58275-20	SPECIAL EVENTS	\$0	\$0
20-58277-20	WATERLINE REPAIR MATERIALS	\$0	\$0
20-58281-20	WATER DISTRIBUTION SUPPLIES	\$135,000	\$135,000
20-58282-20	WATER PRODUCTION SUPPLIES	\$50,000	\$50,000
	<b>Total Supplies:</b>	<b>\$288,376</b>	<b>\$288,376</b>
20-58300-20	ELECTRICITY	\$100,000	\$100,000
20-58301-20	NATURAL GAS	\$0	\$0
20-58302-20	TELEPHONE	\$0	\$0
20-58303-20	LONG DISTANCE TELEPHONE	\$0	\$0
20-58304-20	MOBILE TELEPHONE	\$5,700	\$5,700
20-58305-20	COMMUNICATION SERVICES	\$6,132	\$6,132
	<b>Total Utilities:</b>	<b>\$111,832</b>	<b>\$111,832</b>
20-58400-20	TRAVEL & TRAINING	\$4,050	\$4,050
20-58401-20	CONSULTANTS & PROFESSIONALS	\$25,000	\$25,000
20-58402-20	ADVERTISING & LEGAL NOTICES	\$1,000	\$1,000
20-58403-20	PRINTING & BINDING	\$0	\$0
20-58404-20	PROPERTY & LIABILITY	\$5,500	\$5,500
20-58405-20	REPAIR & MAINTENANCE	\$0	\$0
20-58407-20	DUES & MEMBERSHIPS	\$555	\$555
20-58408-20	SPECIAL EVENTS	\$0	\$0
20-58409-20	PERMITS & APPLICATIONS	\$5,000	\$5,000
20-58410-20	LAB TESTING	\$4,140	\$4,140
20-58411-20	PROPERTY DAMAGE	\$2,500	\$2,500
20-58412-20	OTHER RENTAL	\$0	\$0
20-58414-20	FINANCE CHARGES	\$0	\$0
20-58415-20	FINES & PENALTIES	\$0	\$0
20-58416-20	LEGAL/CITY ATTORNEY	\$0	\$0
20-58417-20	ACCOUNTING & AUDITOR	\$13,500	\$13,500
20-58418-20	CONTRACTUAL SERVICES	\$0	\$0
20-58424-20	ENGINEERING/CITY ENGINEER	\$36,000	\$36,000
20-58425-20	SOLID WASTE COLLECTION	\$0	\$0
20-58426-20	SOFTWARE TECH SUPPORT	\$2,000	\$2,000
20-58427-20	EQUIPMENT TECH SUPPORT	\$0	\$0
20-58437-20	BLACKBOARD CONNECT	\$2,750	\$2,750
20-58438-20	IT CONTRACT	\$3,852	\$3,852
20-58442-20	WATER MAIN MAINTENANCE	\$0	\$0
20-58443-20	WELL SITE MAINTENANCE	\$15,608	\$15,608
20-58444-20	EQUIPMENT MAINTENANCE	\$4,540	\$4,540
20-58445-20	2014 CERTIFICATES OF OBLIGATI	\$0	\$0
20-58447-20	WATER TANK MAINTENANCE	\$6,000	\$6,000
20-58448-20	BUILDING MAINT - WELL SITES	\$3,000	\$3,000
<b>Account Number</b>	<b>Account Description</b>	<b>FY 2019 - 2020</b>	<b>FY 2020 - 2021</b>

City of Willow Park  
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20-58450-20	GOVERNMENT & MISC. OPERATING	\$0	\$0
20-58451-20	EQUIPMENT RENTAL	\$8,000	\$8,000
10-58452-004	VEHICLE LEASE (Enterprise)	\$0	\$0
20-58469-20	WATER DISTRIBUTION CONTRACTUAL	\$45,000	\$45,000
20-58470-20	WATER PRODUCTION CONTRACTUAL	\$50,000	\$50,000
20-58476-20	REIMBURSABLES & REFUNDS	\$0	\$0
	<b>Total Operational &amp; Contractual:</b>	<b>\$237,995</b>	<b>\$237,995</b>
20-58705-20	TRANSFER OUT	\$0	\$0
20-58715-20	BOND INTEREST	\$0	\$0
20-58716-20	PAYING AGENT FEES	\$0	\$0
20-58717-20	DEPRECIATION EXPENSE	\$0	\$0
20-58719-20	INTEREST	\$0	\$0
20-58723-20	BAD DEBT	\$0	\$0
20-58725-20	DEBT ISSUANCE COST	\$0	\$0
20-58726-20	TANK MAINTENANCE	\$0	\$0
20-58735-20	2010 REFUNDING	\$74,400	\$76,500
20-58736-20	2012 REFUNDING	\$105,575	\$107,650
20-58738-20	TRANSFER TO WASETWATER FUND	\$0	\$0
20-58741-20	TRANSFER TO GENERAL FUND	\$375,000	\$200,000
20-58745-20	FRANCHISE FEES	\$98,020	\$129,978
20-58746-20	2014 TWDB COB	\$40,724	\$40,534
20-58748-20	2016 TWDB COB	\$53,689	\$53,689
20-58749-20	PP FINANCE CONTRACT 6804	\$18,419	\$18,419
10-58452-004	VEHICLE LEASE (Enterprise)	\$70,000	\$52,000
20-58753-20	TRANSFER TO DEBT SERVICE	\$0	\$0
20-58754-20	TRANSFER TO CAPITAL EQUIPMENT/	\$0	\$0
20-58755-20	2015 COB	\$46,598	\$45,675
20-58756-20	2019 TWDB (Fort Worth Water)	\$0	\$264,782
	<b>Transfers, Restricted Funds, Debt Service:</b>	<b>\$882,424</b>	<b>\$989,226</b>
	<b>Total Expenses - Before Capital:</b>	<b>\$2,257,534</b>	<b>\$2,446,708</b>
20-58600-20	OFFICE EQUIPMENT	\$0	\$0
20-58601-20	VEHICLES	\$85,000	\$85,000
20-58602-20	TECHNOLOGY PROJECTS	\$0	\$0
20-58604-20	EQUIPMENT: HEAVY	\$0	\$0
20-58606-20	CAPITAL PROJECT CONTRACTS	\$0	\$0
20-58607-20	CAPITAL IMPROVEMENTS	\$0	\$0
20-58610-20	FACILITIES: CITY BUILDINGS	\$0	\$0
20-58612-20	SOFTWARE	\$0	\$0
20-58613-20	PROMOTIONAL MARKETING	\$0	\$0
20-58646-20	UTILITIES: WATER DISTRIBUTION	\$0	\$0
20-58647-20	UTILITIES: WATER PRODUCTION	\$0	\$0
	<b>Total Capital:</b>	<b>\$85,000</b>	<b>\$85,000</b>
	<b>Total Expenses - After Capital:</b>	<b>\$2,342,534</b>	<b>\$2,531,708</b>
	<b>Net after Expenses:</b>	<b>\$145,730</b>	<b>\$67,855</b>



City of Willow Park  
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<b>Fund: 30 WASTEWATER FUND</b>	<b>2019-2020 Current Budget</b>	<b>2020-2021 Proposed Budget</b>
<b>Dept: ALL</b>		
<b>Revenue Description</b>		
User Charges	\$585,358	600,000
Meter Fees	\$100,667	\$125,667
Other Revenue	\$18,729	\$18,729
Transfers From Reserves/Bond Proceeds	\$0	\$0
<b>Total Revenue:</b>	<b>\$704,754</b>	<b>\$744,396</b>
<b>Expense Description</b>		
Personnel	\$113,254	\$49,545
Supplies (Maintenance & Operations)	\$135,258	\$135,258
Utilities	\$61,200	\$61,200
Operational & Contractual Services	\$215,585	\$190,035
Transfers, Restricted Funds, Debt Service	\$103,298	\$303,882
<b>Total Expenses Before Capital Outlay:</b>	<b>\$628,595</b>	<b>\$739,920</b>
<b>Net Before Capital Expenses:</b>	<b>\$76,159</b>	<b>\$4,476</b>
Capital Outlay	\$0	\$0
<b>Total Expenses After Capital Outlay:</b>	<b>\$628,595</b>	<b>\$739,920</b>
<b>Net after Capital Expenses:</b>	<b>\$76,159</b>	<b>\$4,476</b>

City of Willow Park  
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Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
30-45000-30	USER CHARGES	585,358	600,000
30-45003-30	TAP FEES	667	667
30-45004-30	IMPACT FEES	100,000	125,000
		<b>100,667</b>	<b>125,667</b>
30-45005-30	INTEREST REVENUE	15,468	15,468
30-45009-30	DEVELOPMENT CONTRIBUTION	0	0
30-45041-30	REFUNDS/BANK CREDITS	3,261	3,261
30-45045-30	GAIN OR LOSS ON SALE OF FIXED	0	0
30-45046-30	OTHER REIMBURSABLES	0	0
30-45047-30	BALANCE OFFSET	0	0
		<b>18,729</b>	<b>18,729</b>
30-58705-30	INTERFUND TRANSFER	0	0
30-46047-30	BOND PROCEEDS	0	0
		<b>0</b>	<b>0</b>
	<b>Total Revenue:</b>	<b>704,754</b>	<b>744,396</b>
30-58100-30	SALARIES	85,571	33,067
30-58101-30	PAYROLL EXPENSE	1,303	542
30-58102-30	WORKERS COMPENSATION	2,072	1,036
30-58103-30	HEALTH INSURANCE	14,005	7,803
30-58104-30	RETIREMENT	6,488	2,697
30-58105-30	UNEMPLOYMENT INSURANCE	18	24
30-58107-30	CELL PHONE STIPEND	498	542
30-58108-30	EXTRA HELP	0	0
30-58109-30	CERTIFICATE PAY	0	1,080
30-58110-30	OVERTIME	2,142	2,140
30-58125-30	DENTAL INSURANCE	936	497
30-58126-30	LIFE INSURANCE	221	117
30-58127-30	PHYSICALS & GYM MEMBERSHIPS	0	0
30-58128-30	ACCRUED COMP & VACATION	0	0
30-58131-30	PERSONNEL SUPPORT	0	0
	<b>Total Personnel:</b>	<b>113,254</b>	<b>49,545</b>
30-58200-30	POSTAGE & SHIPPING	2,000	2,000
30-58201-30	OFFICE SUPPLIES	1,200	1,200
30-58202-30	FLOWERS/GIFTS/PLAQUES	0	0
30-58203-30	BASIC OPERATING SUPPLIES	1,200	1,200
30-58204-30	PRINTING & BINDING	0	0
30-58205-30	MINOR EQUIPMENT: OFFICE	1,000	1,000
30-58206-30	MV OILS, LUBRICANTS & FLUIDS	500	500
30-58207-30	MV REPAIR & MAINTENANCE	2,400	2,400
30-58208-30	UNIFORMS & SUPPLIES	1,930	1,930
30-58212-30	WASTEWATER SUPPLIES	4,000	4,000
30-58222-30	MINOR TOOLS	0	0
30-58223-30	EQUIPMENT	2,900	2,900
30-58224-30	MISC. TOOLS/SUPPLIES	1,000	1,000
30-58227-30	ICE & INCLEMENT WEATHER	0	0
30-58230-30	CHEMICALS	60,478	60,478
30-58240-30	BELT PRESS SUPPLIES	0	0
30-58253-30	SAFETY EQUIPMENT & SUPPLIES	2,775	2,775
30-58260-30	BUILDING & FACILITIES REPAIRS	5,000	5,000
30-58264-30	WW CHEMICALS	0	0
30-58265-30	FACILITIES MAINT SUPPLIES	0	0
30-58266-30	MINOR EQUIPMENT: FIELD	0	0

City of Willow Park  
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Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
30-58267-30	OPERATING SUPPLIES NON CONSUMA	0	0
30-58270-30	MV FUEL	3,875	3,875
30-58279-30	WASTEWATER COLLECTION	35,000	35,000
30-58280-30	WASTEWATER TREATMENT	10,000	10,000
30-58281-30	WATER DISTRIBUTION	0	0
	<b>Total Supplies:</b>	<b>135,258</b>	<b>135,258</b>
30-58300-30	ELECTRICITY	61,200	61,200
30-58302-30	TELEPHONE	0	0
30-58304-30	MOBILE TELEPHONE	0	0
30-58305-30	COMMUNICATION SERVICES	0	0
	<b>Total Utilities:</b>	<b>61,200</b>	<b>61,200</b>
30-58400-30	TRAVEL & TRAINING	3,500	3,500
30-58401-30	CONSULTANTS & PROFESSIONALS	0	0
30-58402-30	ADVERTISING & LEGAL NOTICES	0	0
30-58404-30	PROPERTY & LIABILITY	5,500	5,500
30-58405-30	REPAIR & MAINTENANCE	7,650	7,650
30-58406-30	MV OILS, LUBRICANTS & FLUIDS	0	0
30-58407-30	DUES & MEMBERSHIPS	333	333
30-58408-30	SPECIAL EVENTS	0	0
30-58409-30	PERMITS & APPLICATIONS	3,500	3,500
30-58410-30	LAB TESTING	19,700	19,700
30-58414-30	FINANCE CHARGES	0	0
30-58415-30	FINES & PENALTIES	0	0
30-58416-30	LEGAL/CITY ATTORNEY	0	0
30-58417-30	ACCOUNTING & AUDITOR	10,000	10,000
30-58418-30	CONTRACTUAL SERVICES	12,000	12,000
30-58424-30	ENGINEERING/CITY ENGINEER	12,000	12,000
30-58425-30	SLUDGE HAULING	78,000	78,000
30-58437-30	BLACKBOARD CONNECT	0	0
30-58438-30	IT CONTRACT	3,852	3,852
30-58445-30	LIFT STATION EQUIPMENT MAINTENANCE	55,550	30,000
30-58449-30	LIFT STATION MAINTENANCE	0	0
30-58450-30	GOVERNMENT & MISC OPERATING	3,000	3,000
30-58451-30	EQUIPMENT RENTAL	1,000	1,000
30-58467-30	WASTEWATER COLLECTION	0	0
30-58468-30	WASTEWATER TREATMENT	0	0
30-58476-30	REIMBURSABLES & REFUNDS	0	0
	<b>Total Operational &amp; Contractual:</b>	<b>215,585</b>	<b>190,035</b>
30-58705-30	INTERFUND TRANSFER	0	0
30-58717-30	DEPRECIATION EXPENSE	0	0
30-58723-30	BAD DEBT EXPENSE	0	0
30-58725-30	DEBT ISSUANCE COSTS	0	0
30-58737-30	TRANSFER TO WATER FUND	0	0
30-58741-30	TRANSFER TO GENERAL FUND	0	0
30-58745-30	FRANCHISE FEES	28,553	37,220
30-58748-30	2016 COB - TWDB	0	0
30-58750-30	SERIES 2017 DEBT	74,665	266,582
30-58751-30	TRANSFER TO PERSONNEL SUPPORT	0	0
10-58452-004	VEHICLE LEASE (Enterprise)	\$80	\$80
30-58753-30	TRANSFER TO DEBT SERVICE	0	0
30-58754-30	TRANSFER TO CAPITAL EQUIPMENT/	0	0
	<b>Transfers, Restricted Funds, Debt Service:</b>	<b>103,298</b>	<b>303,882</b>
	<b>Total Expenses - Before Capital:</b>	<b>628,595</b>	<b>739,920</b>
30-58601-30	VEHICLES	0	0
30-58602-30	TECHNOLOGY PROJECTS	0	0

City of Willow Park  
 FY 2020-2021

Account Number	Account Description	FY 2019 - 2020	FY 2020 - 2021
30-58604-30	EQUIPMENT: HEAVY	0	0
30-58606-30	CAPITAL PROJECT CONTRACTS	0	0
30-58607-30	CAPITAL IMPROVEMENTS	0	0
30-58610-30	FACILITIES: CITY BUILDINGS	0	0
30-58640-30	UTILITIES: WASTEWATER COLLECTION	0	0
30-58644-30	PACKAGE PLANT/FORCE MAIN	0	0
	<b>Total Capital:</b>	<b>0</b>	<b>0</b>
	<b>Total Expenses - After Capital:</b>	<b>628,595</b>	<b>739,920</b>
	<b>Net after Expenses:</b>	<b>76,159</b>	<b>4,476</b>

**FY 20 - 21**

	2019 Certified Totals	2020 Certified Totals	
Taxable Non- Frozen Value	\$ 476,376,087.00	\$ 508,464,082.00	106.74%
Tax Frozen Levy	\$ 323,425.00	\$ 372,269.00	115.10%
M/O Rate	0.2918	0.2685	50.03%
I/S Rate	0.2449	0.2682	49.97%
<b>Total Tax Rate</b>	<b>0.5367</b>	<b>0.5367</b>	
		0.0000	

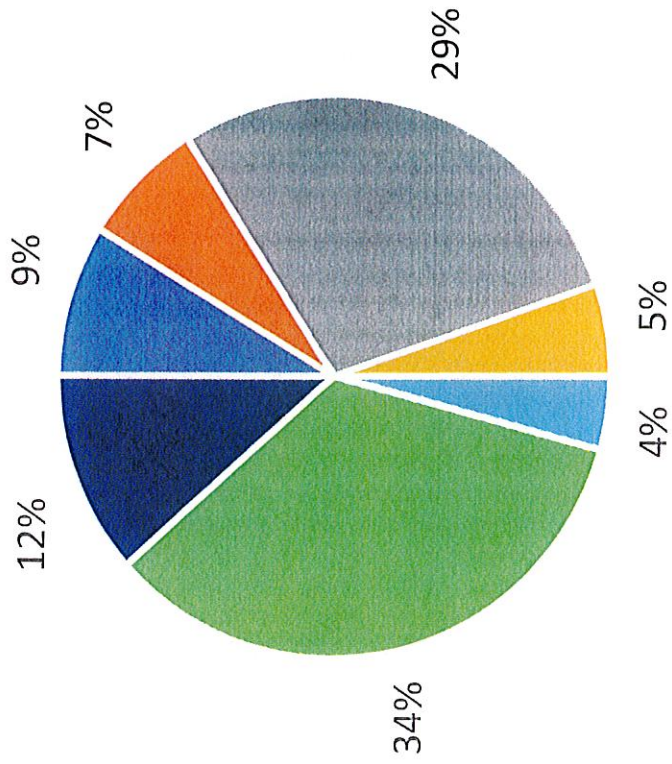
(M/O % of Total Tax Rate)  
(I/S % of Total Tax Rate)

M/O Frozen Tax Levy	\$ 186,238.54
I/S Frozen Tax Levy	\$ 186,030.46
	\$ 372,269.00

Formula = (Taxable Non Frozen \* Rate) / 100. Add Tax Frozen Levy (% based on M/O & I/S split)

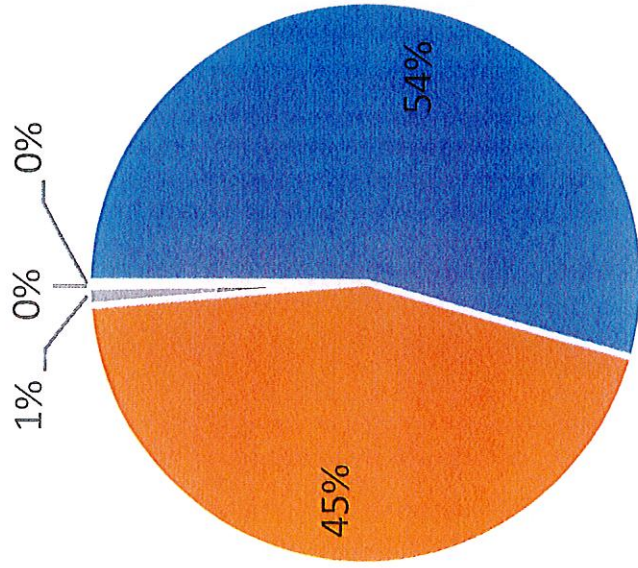
(Taxable Non-Frozen Value) (M/O Rate) / 100	\$ 1,365,226.06	M/O Frozen Tax Levy	\$ 186,238.54	Total M/O Levy	\$ 1,551,464.60	M/O Levy (98.5%)	\$ 1,528,192.63
(Taxable Non-Frozen Value) (I/S Rate) / 100	\$ 1,363,700.67	I/S Frozen Tax Levy	\$ 186,030.46	Total I/S Levy	\$ 1,549,731.12	I/S Levy (98.5%)	\$ 1,526,485.16

# Government Expenses by Department



- Admin
- Development
- Fire
- Legislative
- Court
- Police
- City Services

# Tax Revenues



- M/O Tax
- Sales Tax
- Mixed Beverage
- Auto / Trailer
- Deliquent Taxes

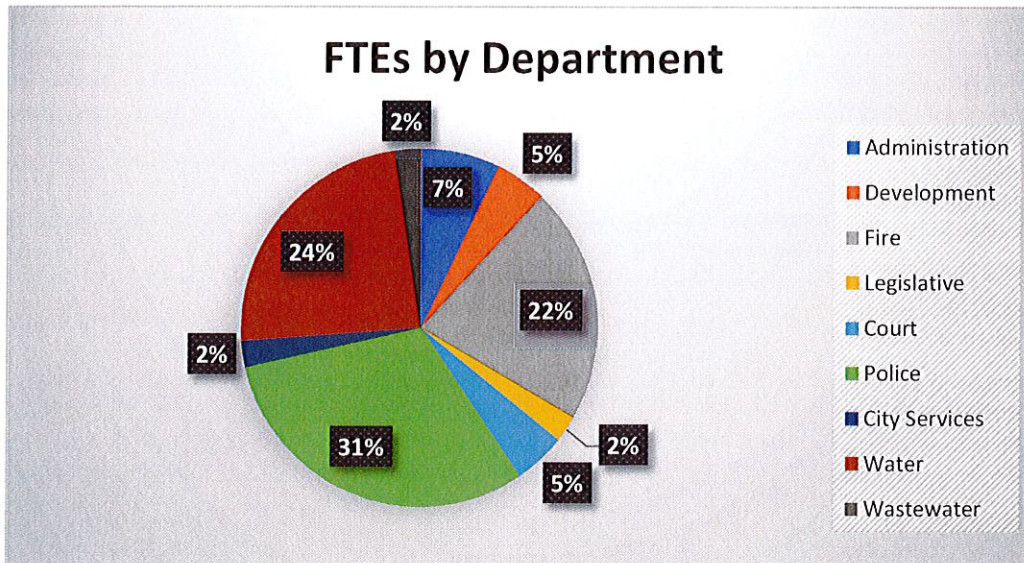
Existing Tax Supported Tax Debt Service

Year	Debt Service Amount	Delta	% Increase	Estimated Value (4%)	Frozen Tax Levy (4%)	I/S Rate	I/S Levy	Frozen Tax Levy	Total	Delta
2021	\$ 1,549,091.00			\$ 525,000,000.00	\$ 372,000.00	\$ 0.2648	\$ 1,990,200.00	\$ 186,000.00	\$ 1,576,200.00	\$ 27,109.00
2022	\$ 1,591,105.00	\$ 42,014.00	2.71%	\$ 546,000,000.00	\$ 386,880.00	\$ 0.2648	\$ 1,445,808.00	\$ 193,440.00	\$ 1,639,248.00	\$ 48,143.00
2023	\$ 1,627,324.00	\$ 36,219.00	2.28%	\$ 589,680,000.00	\$ 417,830.40	\$ 0.2648	\$ 1,561,472.64	\$ 208,915.20	\$ 1,770,387.84	\$ 143,063.84
2024	\$ 1,659,270.00	\$ 31,946.00	1.96%	\$ 636,854,400.00	\$ 451,256.83	\$ 0.2648	\$ 1,686,390.45	\$ 225,628.42	\$ 1,912,018.87	\$ 252,748.87
2025	\$ 1,683,207.00	\$ 23,937.00	1.44%	\$ 687,802,752.00	\$ 487,357.38	\$ 0.2648	\$ 1,821,301.69	\$ 243,678.69	\$ 2,064,980.38	\$ 381,773.38
2026	\$ 1,705,570.00	\$ 22,363.00	1.33%	\$ 742,826,972.16	\$ 526,345.97	\$ 0.2648	\$ 1,967,005.82	\$ 263,172.98	\$ 2,230,178.81	\$ 524,608.81
2027	\$ 887,174.00	\$ (818,396.00)	-47.98%	\$ 802,253,129.93	\$ 568,453.65	\$ 0.2648	\$ 2,124,366.29	\$ 284,226.82	\$ 2,408,593.11	\$ 1,521,419.11
2028	\$ 840,348.00	\$ (46,826.00)	-5.28%	\$ 866,433,380.33	\$ 613,929.94	\$ 0.2648	\$ 2,294,315.59	\$ 306,964.97	\$ 2,601,280.56	\$ 1,760,932.56
2029	\$ 791,544.00	\$ (48,804.00)	-5.81%	\$ 935,748,050.75	\$ 663,044.33	\$ 0.2648	\$ 2,477,860.84	\$ 331,522.17	\$ 2,809,383.00	\$ 2,017,839.00
2030	\$ 794,052.00	\$ 2,508.00	0.32%	\$ 1,010,607,894.81	\$ 716,087.88	\$ 0.2648	\$ 2,676,089.71	\$ 358,043.94	\$ 3,034,133.65	\$ 2,240,081.65
2031	\$ 597,873.00	\$ (196,179.00)	-24.71%	\$ 1,091,456,526.40	\$ 773,374.91	\$ 0.2648	\$ 2,890,176.88	\$ 386,687.46	\$ 3,276,864.34	\$ 2,678,991.34
2032	\$ 270,300.00	\$ (327,573.00)	-54.79%	\$ 1,178,773,048.51	\$ 835,244.90	\$ 0.2648	\$ 3,121,391.03	\$ 417,622.45	\$ 3,539,013.48	\$ 3,268,713.48
2033	\$ 273,500.00	\$ 3,200.00	1.18%	\$ 1,273,074,892.39	\$ 902,064.50	\$ 0.2648	\$ 3,371,102.32	\$ 451,032.25	\$ 3,822,134.56	\$ 3,548,634.56
2034	\$ 271,400.00	\$ (2,100.00)	-0.77%	\$ 1,374,920,883.78	\$ 974,229.65	\$ 0.2648	\$ 3,640,790.50	\$ 487,114.83	\$ 4,127,905.33	\$ 3,856,505.33
2035	\$ 274,000.00	\$ 2,600.00	0.96%	\$ 1,484,914,554.49	\$ 1,052,168.03	\$ 0.2648	\$ 3,932,053.74	\$ 526,084.01	\$ 4,458,137.75	\$ 4,184,137.75
2036	\$ 271,300.00	\$ (2,700.00)	-0.99%	\$ 1,603,707,718.84	\$ 1,136,341.47	\$ 0.2648	\$ 4,246,618.04	\$ 568,170.73	\$ 4,814,788.77	\$ 4,543,488.77
2037	\$ 273,300.00	\$ 2,000.00	0.74%	\$ 1,732,004,336.35	\$ 1,227,248.79	\$ 0.2648	\$ 4,586,347.48	\$ 613,624.39	\$ 5,199,971.88	\$ 4,926,671.88
2038	\$ 271,050.00	\$ (2,250.00)	-0.82%	\$ 1,870,564,683.26	\$ 1,325,428.69	\$ 0.2648	\$ 4,953,255.28	\$ 662,714.34	\$ 5,615,969.63	\$ 5,344,919.63
2039	\$ 269,675.00	\$ (1,375.00)	-0.51%	\$ 2,020,209,857.92	\$ 1,431,462.99	\$ 0.2648	\$ 5,349,515.70	\$ 715,731.49	\$ 6,065,247.20	\$ 5,795,572.20
2040	\$ 273,075.00	\$ 3,400.00	1.26%	\$ 2,181,826,646.55	\$ 1,545,980.02	\$ 0.2648	\$ 5,777,476.96	\$ 772,990.01	\$ 6,550,466.97	\$ 6,277,391.97
2041	\$ 271,250.00	\$ (1,825.00)	-0.67%	\$ 2,356,372,778.28	\$ 1,669,658.43	\$ 0.2648	\$ 6,239,675.12	\$ 834,829.21	\$ 7,074,504.33	\$ 6,803,254.33
2042	\$ 269,275.00	\$ (1,975.00)	-0.73%	\$ 2,544,882,600.54	\$ 1,803,231.10	\$ 0.2648	\$ 6,738,849.13	\$ 901,615.55	\$ 7,640,464.68	\$ 7,371,189.68
2043	\$ 272,075.00	\$ 2,800.00	1.04%	\$ 2,748,473,208.59	\$ 1,947,489.59	\$ 0.2648	\$ 7,277,957.06	\$ 973,744.79	\$ 8,251,701.85	\$ 7,979,626.85
2044	\$ 269,650.00	\$ (2,425.00)	-0.89%	\$ 2,968,351,065.27	\$ 2,103,288.75	\$ 0.2648	\$ 7,860,193.62	\$ 1,051,644.38	\$ 8,911,838.00	\$ 8,642,188.00
2045	\$ 272,000.00	\$ 2,350.00	0.87%	\$ 3,205,819,150.49	\$ 2,271,551.86	\$ 0.2648	\$ 8,489,009.11	\$ 1,135,775.93	\$ 9,624,785.04	\$ 9,352,785.04
2046	\$ 274,050.00	\$ 2,050.00	0.75%	\$ 3,462,284,682.53	\$ 2,453,276.00	\$ 0.2648	\$ 9,168,129.84	\$ 1,226,638.00	\$ 10,394,767.84	\$ 10,120,717.84



**Total FTEs**  
**October 1, 2020**

Administration	3
Development	2
Fire	9
Legislative	1
Court	2
Police	13
City Services	1
Water	10
Wastewater	1
<b>TOTAL</b>	<b>42</b>



# 2020 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

### CWP-CITY WILLOW PARK (2020)

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable. School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements or Comptroller Form 50-884 Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements. Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts or Comptroller Form 50-860 Developed Water District Voter-Approval Tax Rate Worksheet. The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

#### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease. While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2019 total taxable value.</b> Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17). <small>1 Tex. Tax Code § 26.012(14)</small>	<b>\$616,043,871</b>
2.	<b>2019 tax ceilings.</b> Counties, cities and junior college districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step. <small>2 Tex. Tax Code § 26.012(14)</small>	<b>\$106,589,789</b>
3.	<b>Preliminary 2019 adjusted taxable value</b> Subtract Line 2 from Line 1.	<b>\$508,454,082</b>
4.	<b>2019 total adopted tax rate.</b>	<b>0.53670000</b>
5.	<b>2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value.</b>  A. Original 2019 ARB values: <span style="float: right;">\$0</span> B. 2019 values resulting from final court decisions: <span style="float: right;">\$0</span> C. 2019 value loss. Subtract B from A. <small>3 Tex. Tax Code § 26.012(13)</small>	<b>\$0</b>
6.	<b>2019 taxable value subject to an appeal under Chapter 42, as of July 25.</b> A. 2019 ARB certified value: <span style="float: right;">\$0</span> B. 2019 disputed value: <span style="float: right;">\$0</span> C. 2019 undisputed value. Subtract B from A. <small>4 Tex. Tax Code § 26.012(13)</small>	<b>\$0</b>
7.	<b>2019 Chapter 42 related adjusted values</b> Add Line 5 and Line 6.	<b>\$0</b>

2020 Tax Rate Calculation Worksheet - Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2019 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$508,464,082
9.	2019 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2011. Enter the 2019 value of property in deannexed territory. <sup>5</sup> Tex. Tax Code § 26.012(15)	\$0
10.	<p>2019 taxable value lost because property first qualified for an exemption in 2020. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use 2019 market value: <span style="float: right;">\$1,994,540</span></p> <p>B. Partial exemptions. 2020 exemption amount or 2020 percentage exemption times 2019 value: <span style="float: right;">\$1,042,445</span></p> <p>C. Value loss. Add A and B.<sup>6</sup> Tex. Tax Code § 26.012(15) <span style="float: right;">\$3,036,985</span></p>	
11.	<p>2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020. Use only properties that qualified in 2020 for the first time; do not use properties that qualified in 2019.</p> <p>A. 2019 market value: <span style="float: right;">\$0</span></p> <p>B. 2020 productivity or special appraised value: <span style="float: right;">\$0</span></p> <p>C. Value loss. Subtract B from A.<sup>7</sup> Tex. Tax Code § 26.012(15) <span style="float: right;">\$0</span></p>	
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C	\$3,036,985
13.	Adjusted 2019 taxable value. Subtract Line 12 from Line 8.	\$506,417,097
14.	Adjusted 2019 total levy. Multiply Line 4 by Line 13 and divide by \$100	\$2,712,674
15.	Taxes refunded for years preceding tax year 2019. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2019. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019. <sup>8</sup> Tex. Tax Code § 26.012(13)	\$1,548
16.	Taxes in tax increment financing (TIF) for tax year 2019. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0. <sup>9</sup> Tex. Tax Code § 26.03(c)	\$132,445
17.	Adjusted 2019 levy with refunds and TIF adjustment. Add Lines 14, and 15, subtract Line 16. <sup>10</sup> Tex. Tax Code § 26.012(13)	\$2,581,677
18.	<p>Total 2020 taxable value on the 2020 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.<sup>11</sup> Tex. Tax Code § 26.012, 26.04(c-2)</p> <p>A. Certified values: <span style="float: right;">\$651,027,319</span></p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: <span style="float: right;">\$0</span></p> <p>C. Pollution control and energy storage system exemption. Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: <span style="float: right;">\$0</span></p> <p>D. Tax increment financing: Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2020 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.<sup>12</sup> Tex. Tax Code § 26.03(c) <span style="float: right;">\$28,032,017</span></p> <p>E. Total 2019 value. Add A and B, then subtract C and D. <span style="float: right;">\$622,996,302</span></p>	

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup> Tex. Tax Code § 26.01(c) and (d)</p> <p><b>A. 2020 taxable value of properties under protest</b>The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> Tex. Tax Code § 26.01(c)</p> <p style="text-align: right;"><b>\$0</b></p> <p><b>B. 2020 value of properties not under protest or included on certified appraisal roll</b>The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> Tex. Tax Code § 26.01(d)</p> <p style="text-align: right;"><b>\$0</b></p> <p><b>C. Total value under protest or not certified</b>Add A and B.</p> <p style="text-align: right;"><b>\$0</b></p>	<p>* Please contact Chief Appraiser to obtain estimated Recognizable values of property under protest</p>
20.	<p><b>2020 tax ceilings.</b> Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>16</sup> Tex. Tax Code § 26.012(6)(B)</p>	<p style="text-align: right;"><b>\$120,693,795</b></p>
21.	<p><b>2020 total taxable value.</b>Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup> Tex. Tax Code § 26.012(6)</p>	<p style="text-align: right;"><b>\$602,301,507</b></p>
22.	<p><b>Total 2020 taxable value of properties in territory annexed after Jan. 1, 2019</b>include both real and personal property. Enter the 2020 value of property in territory annexed. <sup>18</sup> Tex. Tax Code § 26.012(17)</p>	<p style="text-align: right;"><b>\$0</b></p>
23.	<p><b>Total 2020 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2019 and be located in a new improvement. New improvements include property on which a tax abatement agreement has expired for 2020. <sup>19</sup> Tex. Tax Code § 26.012(17)</p>	<p style="text-align: right;"><b>\$11,540,180.00</b></p>
24.	<p><b>Total adjustments to the 2020 taxable value</b>Add Lines 22 and 23.</p>	<p style="text-align: right;"><b>\$11,540,180.00</b></p>
25.	<p><b>Adjusted 2020 taxable value.</b>Subtract Line 24 from Line 21.</p>	<p style="text-align: right;"><b>\$490,761,327</b></p>
26.	<p><b>2020 NNR tax rate.</b>Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup> Tex. Tax Code § 26.04(c)</p>	<p style="text-align: right;"><b>0.5260554</b></p>
27.	<p><b>COUNTIES ONLY.</b>Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate. <sup>21</sup> Tex. Tax Code § 26.04(d)</p>	<p style="text-align: right;"><b>0.00000000</b></p>

**SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:  
**1. Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.  
**2. Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.  
 The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2019 M&O tax rate. Enter the 2019 M&O tax rate.	0.29180000
29.	2019 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the No-New-Revenue Tax Rate Worksheet.	\$508,454,082
30.	Total 2019 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$1,483,669
31.	Adjusted 2019 levy for calculating NNR M&O rate. Add Line 31E to Line 30. A. 2019 sales tax specifically to reduce property taxes. For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent <span style="float: right;">\$398,116</span> B. M&O taxes refunded for years preceding tax year 2019. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019 <span style="float: right;">\$889</span> C. 2019 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0 <span style="float: right;">\$132,445</span> D. 2019 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for the 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0. <span style="float: right;">\$0</span> SELECT TRANSFERRING FUNCTION STATE (NA=DISCONTINUED; RECEIVED): <span style="float: right;">NA</span> E. 2019 M&O levy adjustments. Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function <span style="float: right;">\$266,560</span>	\$1,760,229
32.	Adjusted 2020 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet	\$490,761,327
33.	2020 NNR M&O rate (unadjusted). Divide Line 31 by Line 32 and multiply by \$100.	0.35663548
34.	Rate adjustment for state criminal justice mandate. <sup>23</sup> Tex. Tax Code § 26.044 Enter the rate calculated in C. If not applicable, enter 0. A. 2020 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. <span style="float: right;">\$0</span> B. 2019 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies <span style="float: right;">\$0</span> C. Subtract B from A and divide by Line 32 and multiply by \$100 <span style="float: right;">0.00000000</span>	0.00000000
35.	Rate adjustment for indigent health care expenditures. <sup>24</sup> Tex. Tax Code § 26.0442 Enter the rate calculated in C. If not applicable, enter 0. A. 2020 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose <span style="float: right;">\$0</span> B. 2019 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose <span style="float: right;">\$0</span> C. Subtract B from A and divide by Line 32 and multiply by \$100 <span style="float: right;">0.00000000</span>	0.00000000

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p><b>Rate adjustment for county indigent defense compensation.</b> <sup>25 Tex. Tax Code § 28.0442</sup> Enter the lessor of C and D. If not applicable, enter 0</p> <p>A. 2020 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose. <span style="float: right;">\$0</span></p> <p>B. 2019 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose. <span style="float: right;">\$0</span></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 <span style="float: right;">0.00000000</span></p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100 <span style="float: right;">0</span></p>	0.00000000
37.	<p><b>Rate adjustment for county hospital expenditures.</b> <sup>26 Tex. Tax Code § 28.0443</sup> Enter the lessor of C and D, if applicable. If not applicable, enter 0.</p> <p>A. 2020 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020. <span style="float: right;">\$0</span></p> <p>B. 2019 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose. <span style="float: right;">\$0</span></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 <span style="float: right;">0.00000000</span></p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100 <span style="float: right;">0</span></p>	0
38.	<p><b>Adjusted 2020 NNR M&amp;O rate.</b> Add Lines 33, 34, 35, 36, and 37.</p>	0.35663648
39.	<p><b>2020 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 38 by 1.08.</p> <p>- or -</p> <p><b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035.</p> <p>- or -</p> <p><b>Taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 38 by 1.08. <sup>27 Tex. Tax Code § 28.04(c-1)</sup></p>	0.36911770
40.	<p><b>Total 2020 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit's budget as M&amp;O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount <span style="float: right;">\$1,624,267</span></p> <p>B. Subtract unencumbered fund amount used to reduce total debt. <span style="float: right;">\$0</span></p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) <span style="float: right;">\$0</span></p> <p>D. Subtract amount paid from other resources <span style="float: right;">\$0</span></p> <p>E. Adjusted debt. Subtract B, C and D from A. <span style="float: right;">\$1,624,267</span></p>	\$1,624,267
41.	<p><b>Certified 2019 excess debt collections.</b> Enter the amount certified by the collector. <sup>28 Tex. Tax Code § 28.012(10) and 26.04(b)</sup></p>	\$0

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
42.	Adjusted 2020 debt. Subtract Line 41 from Line 40E.	\$1,524,267
43.	2020 anticipated collection rate. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <small>29 Tex. Tax Code § 26.04(h), (h-1) and (h-2)</small> A. Enter the 2020 anticipated collection rate certified by the collector. <small>30 Tex. Tax Code § 26.04(d)</small> B. Enter the 2019 actual collection rate. C. Enter the 2018 actual collection rate. D. Enter the 2017 actual collection rate.	100% 100% 101% 100%
44.	2020 debt adjusted for collections. Divide Line 42 by Line 43.	1524267.00000000
45.	2020 total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet	502,301,507
46.	2020 debt rate. Divide Line 44 by Line 45 and multiply by \$100.	0.30345659
47.	2020 voter-approval tax rate. Add Lines 39 and 46.	0.67257429
48.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2020 county voter-approval tax rate.	0.00000000

**SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes**

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved the taxing unit must reduce its effective and rollback tax rates to offset the expected sales tax revenue. This section should only be completed by a county, city or hospital district that is required to adjust its effective tax rate and/or rollback tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
49.	Taxable Sales. For taxing units that adopted the sales tax in November 2019 or May 2020, enter the Comptroller's estimate of taxable sales for the previous four quarters. <small>32 Tex. Tax Code § 26.041(d)</small> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2019, skip this line.	\$0
50.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <small>33 Tex. Tax Code § 26.041(i)</small> Taxing units that adopted the sales tax in November 2019 or in May 2020 Multiply the amount on Line 49 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <small>34 Tex. Tax Code § 26.041(d)</small> - or - Taxing units that adopted the sales tax before November 2019 Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$398,116
51.	2020 total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$502,301,507
52.	Sales tax adjustment rate. Divide Line 50 by Line 51 and multiply by \$100.	0.07925837
53.	2020 NNR tax rate, unadjusted for sales tax. <small>35 Tex. Tax Code § 26.04(c)</small> Enter the rate from Line 26 or 27, as applicable, on the No-New-Revenue Tax Rate Worksheet.	0.52805540
54.	2020 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2019 or in May 2020 Subtract Line 52 from Line 53. Skip to Line 55 if you adopted the additional sales tax before November 2019.	\$0
55.	2020 voter-approval tax rate, unadjusted for sales tax. <small>36 Tex. Tax Code § 26.04(c)</small> Enter the rate from Line 47 or 48, as applicable, of the Voter-Approval Tax Rate Worksheet.	0.67257429

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
56.	2020 voter-approval tax rate, adjusted for sales tax Subtract Line 52 from Line 55	0.59331692

**SECTION 4: Voter-Approval Rate Adjustment for Pollution Control**

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution. This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
57.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ) Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> Tex. Tax Code § 26.045(d) The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup> Tex. Tax Code § 26.045(i)	\$0
58.	2020 total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet	\$502,301,507
59.	Additional rate for pollution control Divide Line 57 by Line 58 and multiply by \$100.	0
60.	2020 voter-approval tax rate, adjusted for pollution control Add Line 59 to one of the following lines (as applicable): Line 47, Line 48 (counties) or Line 56 (taxing units with the additional sales tax).	0.00000000

**SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.<sup>39</sup> Tex. Tax Code § 28.013(a) In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero.<sup>40</sup> Tex. Tax Code § 28.013(c)

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>41</sup> Tex. Tax Code § 28.063(a)(1)

Line	Unused Increment Rate Worksheet	Amount/Rate
61.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0
62.	2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0
63.	2017 unused increment rate. Subtract the 2017 actual tax rate and the 2017 unused increment rate from the 2017 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0
64.	2020 unused increment rate. Add Lines 61, 62 and 63.	0.00000000
65.	2020 voter-approval tax rate, adjusted for unused increment rate Add Line 64 to one of the following lines (as applicable): Line 47, Line 48 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control).	



**SECTION 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>42</sup> Tex. Tax Code § 26.012(b-\*)  
This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>43</sup> Tex. Tax Code § 26.063(a)(1)

Line	De Minimis Rate Worksheet	Amount/Rate
66.	Adjusted 2020 NNR M&O tax rate Enter the rate from Line 38 of the Voter-Approval Tax Rate Worksheet	0.36663548
67.	2020 total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet	\$502,301,507
68.	Rate necessary to impose \$500,000 in taxes Divide \$500,000 by Line 67 and multiply by \$100	0.099641807
69.	2020 debt rate. Enter the rate from Line 46 of the Voter- Approval Tax Rate Worksheet	0.30345659
70.	De minimis rate. Add Lines 66, 68 and 69.	0.76963387

**SECTION 7: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate. As applicable, enter the 2020 NNR tax rate from: Line 26, Line 27 (counties), or Line 54 (adjusted for sales tax). 0.52605640
- Voter-approval tax rate As applicable, enter the 2020 voter-approval tax rate from: Line 47, Line 48 (counties), Line 56 (adjusted for sales tax), Line 60 (adjusted for pollution control), or Line 65 (adjusted for unused increment). 0.59331692
- De minimis rate. If applicable, enter the de minimis rate from Line 70 0.76963387

**SECTION 8: Taxing Unit Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have calculated the tax rates in accordance with requirements in Tax Code.<sup>44</sup> Tex. Tax Code § 26.04(c)

print here \_\_\_\_\_  
 Printed Name of Taxing Unit Representative

sign here \_\_\_\_\_  
 Tax Unit Representative

Date 8/6/2020

For additional copies, visit: [comptroller.texas.gov/taxes/property-tax](http://comptroller.texas.gov/taxes/property-tax)



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 22	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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**AGENDA ITEM:**

Adopt 2020 Tax Rate

**BACKGROUND:**

As has been discussed previously, and voted on during the September 8 City Council Meeting, the proposed Tax Rate for FY 2020 is as follows:

M/O: 0.2685  
I/S: 0.2682

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

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**EXHIBITS:**

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

**ORDINANCE NO. 810-20  
2020 TAX LEVY ORDINANCE**

**AN ORDINANCE LEVYING THE 2020 AD VALOREM TAXES OF THE CITY OF WILLOW PARK, TEXAS ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY, NOT EXEMPT BY LAW; PROVIDING REVENUES FOR PAYMENT OF CURRENT MUNICIPAL EXPENSES, AND FOR INTEREST AND SINKING FUNDS ON OUTSTANDING CITY OF COLEMAN BONDS; PROVIDING FOR ENFORCEMENT OF COLLECTION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1:** That under the authority of the laws of the State of Texas, there is hereby levied for the 2021 tax year, on all taxable property situated within the corporate limits of the City of Willow Park, and not exempt by the Constitution and Laws of the State of Texas, a total tax of \$.5367 on each \$100 assessed value of all taxable property.

**Section 2:** (a) That of the total tax, \$.2918 on each \$100 assessed value, shall be distributed to the General Fund of the City to fund maintenance and operation expenditures of the City.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.2% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$19.00.

(b) The City Secretary shall cause the following notice to be posted on the homepage of the City's internet website:

THE CITY OF WILLOW PARK, TEXAS ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.2% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$19.00.

**Section 3:** That of the total tax, \$.2449 on each \$100 assessed value, shall be distributed to pay the City's debt service as provided by Section 26.05 of the Texas Tax Code.

**Section 4:** That for enforcement of the collection of taxes hereby levied, the City of Willow Park shall have available all rights and remedies provided by law.

**Section 5:** All monies collected under this Ordinance for the specific items therein named, shall be and the same are appropriated and set apart for the specific purpose indicated in the City Budget and the City shall keep these accounts so as to readily and distinctly show the amount collected, and the amounts expended and the amounts on hand at any time belonging to such funds. All receipts for the City not specifically apportioned by the Ordinance are hereby made payable to the General Fund of the City.

**Section 6:** It is hereby declared to be the intention of the City Council of the City of Willow Park that if any phrase, sentence, section, or paragraph of this Ordinance shall be declared unconstitutional or otherwise invalid by final judgment of a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remainder of this Ordinance since the same would have been enacted by the City Council without the incorporation of the unconstitutional or invalid phrase, sentence, section or paragraph.

**Section 7:** This Ordinance shall become effective after enactment as provided by charter and/or State law.

**PASSED, APPROVED AND ADOPTED** on this the 22<sup>nd</sup> day of September 2020.

\_\_\_\_\_  
**Doyle Moss, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**William P. Chesser, City Attorney**

The Willow Park City Council in acting on Ordinance No. XXX-20, did on the 22<sup>nd</sup> day of September, 2021 vote as follows:

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

# Notice of Public Hearing on Proposed Tax Rate and Proposed Budget

The City of Willow Park will hold a public hearing on the proposed Fiscal Year 2020-2021 budget and proposed tax rate.

The public hearing will be held on September 22, 2020 at 6:30 p.m. at Willow Park City Hall.

PROPOSED TAX RATE	\$ <u>0.53670</u> per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>0.5260554</u> per \$100
VOTER-APPROVAL TAX RATE	\$ <u>0.59331592</u> per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for City of Willow Park from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval tax rate is the highest tax rate that City of Willow Park may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that City of Willow Park is not proposing to increase property taxes for the 2020 tax year.

A public meeting to vote on the proposed tax rate will be held on September 22, 2020 at 6:30 p.m. at Willow Park City Hall.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, City of Willow Park is not required to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Willow Park by attending the public meeting mentioned above.

Your taxes owed under any of the above rates can be calculated as follows: Property

tax amount = tax rate x taxable value of your property / 100

The members of the governing body voted on the proposal to consider the tax rate as follows:

FOR: Councilmember Contreras, Councilmember Runnebaum and Councilmember Crummell

AGAINST: none

ABSENT: Councilmember Fennell and Councilmember Young

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Willow Park last year to the taxes proposed to be imposed on the average residence homestead by City of Willow Park this year:

	Tax Year 2019	Tax Year 2020	Change
Total Tax Rate (per \$100 of value)	\$0.53670	\$0.5367	NONE
Average Homestead Taxable Value	\$246,818	\$263,710	Increase of 6.84%
Tax on Average Homestead	\$1,324.67	\$1,415.33	Increase of \$90.66, or 6.84%
Total Tax Levy on All Properties	\$3,043,186	\$3,218,569	Increase of \$175,383 or 5.76%

For assistance with tax calculations, please contact the tax assessor for City of Willow Park at (817)596-0077 or [PARKERCAD@PARKERCAD.ORG](mailto:PARKERCAD@PARKERCAD.ORG) or visit <http://iswdataclient.azurewebsites.net/webindex.aspx?dbkey=parkercad&time=202008240910038> for more information.

Members of the public are encouraged to attend the hearing and express their view.

This budget will raise more total property taxes than last year's budget by \$9,044 which is a 1.00% increase from last year's budget, and of that amount \$30,985 is tax revenue to be raised from new property added to the tax roll this year.



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 22, 2020	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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**AGENDA ITEM:**

Property Swap for Wastewater Treatment Plant

**BACKGROUND:**

Pursuant to previous Council actions, please review the property swap bid as received.

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

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**EXHIBITS:**

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

**POPE, HARDWICKE**  
**CHRISTIE, SCHELL, KELLY & TAPLETT, L.L.P.**  
**ATTORNEYS**  
Established 1952  
500 WEST 7<sup>TH</sup> STREET, SUITE 600  
FORT WORTH, TEXAS 76102  
(817) 332-3245  
FAX (817) 877-4781

ROBERT E. HARDWICKE  
(1889 – 1970)  
ALEX POPE, JR.  
(1913 – 1988)  
ROBERT E. HARDWICKE, JR.  
(1917 – 1991)

JUSTIN S. LIGHT  
[jlight@popehardwicke.com](mailto:jlight@popehardwicke.com)

September 17, 2020

VIA HAND DELIVERY

City of Willow Park  
Bryan Grimes, City Manager  
Willow Park City Hall  
516 Ranch House Road  
Willow Park, Texas 76087

Re: Response to Request for Sealed Bids for Exchange of Property for Willow Park  
Sewer Plant

Dear Mr. Grimes:

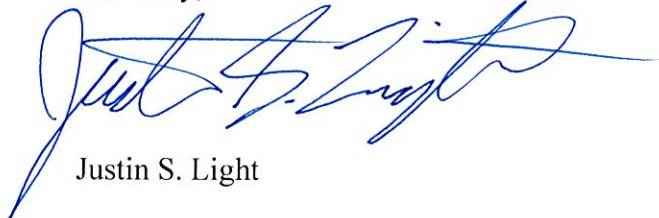
This letter is written on behalf of Willow Park Baptist Church of Texas in response to the City of Willow Park's request for sealed bids for exchange of real property for the 6.35-acre tract in the Wesley Franklin Survey owned by the City of Willow Park (the "City Property"). Willow Park Baptist Church of Texas is the owner of an approximate 8.60-acre tract in the Wesley Franklin Survey located in the City of Willow Park (the "Willow Park Baptist Church Property").

Enclosed are one original and one copy of the following documents in response to the Request for Sealed Bids to exchange the City Property and the Willow Park Baptist Church Property:

1. Official bid form signed by the Willow Park Baptist Church;
2. Appraisal of the Willow Park Baptist Church Property; and
3. Proposed Real Property Exchange Agreement of the City Property and the Willow Park Baptist Church Property.

We appreciate the City of Willow Park's consideration of this bid response.

Sincerely,



Justin S. Light

cc: Willow Park Baptist Church of Texas



AN

APPRAISAL REPORT

ON

AN 8.6 ACRE SITE

NORTH SIDE OF CROWN POINTE RD.  
AT JD TOWLES DR.

WILLOW PARK, PARKER COUNTY, TEXAS

FOR

MR. JIM MARTIN

MARTIN LAND SALES

5189 IH 20 SERVICE ROAD, SUITE 104

WEATHERFORD, TX 76087

BY

CHRIS CHEVREUX, MAI

P.O. BOX 471462

FORT WORTH, TEXAS 76147

# CHEVREAUX & ASSOCIATES

Real Estate Appraisers – Consultants



Chris Chevreaux, MAI

Mr. Jim Martin  
Martin Land Sales  
5189 IH 20 Service Rd., Suite 104  
Weatherford, TX 76087

September 16, 2020

Dear Mr. Martin:

Re: An 8.6 Acre Site  
North side of Crown Pointe Rd. at JD Towles Dr.  
Willow Park, Parker County, Texas

At your request, investigations and analyses have been concluded to determine the “as is” market value estimate of the fee simple estate in the above referenced subject property. It is the appraiser’s understanding that the intended use of this appraisal report is for use in the evaluation of a possible loan. The appraiser has read and attempted to comply with the clients instructions provided in the verbal engagement; the 14th Edition of The Appraisal of Real Estate; Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA); regulations adopted by the Office of the Comptroller of the Currency pursuant to Title XI including the Uniform Standards of Professional Appraisal Practice as approved by the Appraisal Standards Board and promulgated by the Appraisal Foundation; and believe this report is in compliance with the aforementioned. Furthermore, USPAP gives appraisers the flexibility to vary the level of information in an appraisal report depending on the intended use and intended users of the appraisal.

Chris Chevreaux, MAI inspected the subject property, the neighborhood, and the comparables employed in arriving at the value estimates stated herein. The effective date of value is September 1, 2020.

Opinions of market value, as presented in this report, are believed by the appraiser to represent the amount for which the fee simple interest in the subject property would sell allowing for currently identified market conditions and factors. A reasonable market exposure period of 12 months or less is considered representative of the subject property.

Based upon the data, analyses and conclusions, the Market Value of the fee simple estate for the subject property, "as is", as of September 1, 2020, subject to the specific and general underlying assumptions and limiting conditions, set forth in this report, is:

**ONE MILLION THIRTY FIVE THOUSAND DOLLARS**

**\$1,035,000.00**

My firm appreciates the opportunity to provide this appraisal for you. If we can be of further service, please contact us.

Respectfully submitted,

**CHEVREAU AND ASSOCIATES**

A handwritten signature in black ink, appearing to read "Chris Chevreux", is placed over a light gray rectangular background.

Chris Chevreux, MAI  
State Certified General Real Estate Appraiser #1323484-G

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## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

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**SUBJECT PROPERTY** : An 8.6 acre site being located along the north side of Crown Point Rd. at JD Towles Dr., just north of IH 20 in the city of Willow Park, Parker County, Texas.

**SITE DATA** : An 8.6 acre site with 0.88 acres not in the flood plain, 5.74 acres in flood plain but in the reclamation process, and 1.98 acres in the floodway. The subject is “panhandle” in shape with minimal frontage along Crown Point Rd. with the majority of the site being located behind Willow Park Rehabilitation and Care Nursing Home and Care. The subject has all utilities available.

**LEGAL DESCRIPTION** : 8.60 Acres out of the Wesley Franklin Survey, Abstract#468, Willow Park, Parker County, Texas.

**ZONING** : R-Residential

**HIGHEST AND BEST USE AS VACANT** : Hold for future commercial use

**EFFECTIVE DATE OF APPRAISAL** : September 1, 2020

**FINAL ESTIMATE OF VALUE BY DIRECT SALES APPROACH** : \$1,035,000.00

**FINAL ESTIMATE OF "AS IS" MARKET VALUE** : \$1,035,000.00

**APPRAISER** : Chris Chevreaux, MAI  
POB 471462  
Ft. Worth, TX 76147

## PERTINENT DATA

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### **Subject Property**

#### ***Location***

The subject neighborhood is located in the city of Willow Park which is located approximately 15 miles west of Ft. Worth. For the purpose of this analysis, the subject neighborhood is generally defined as being the IH 20 corridor west of Farmer Rd. and east of Lakeshore Dr. Please see the attached exhibits and location map for further clarification.

#### ***Type of Property Being Appraised***

An 8.6 acre site located along the north side of Crown Pointe Rd. at JD Towles Dr. being just north of IH 20. The site is level and has a slope to the Trinity River. The rear portion of the site is in the floodplain/floodway. The subject is zoned R-Residential, however, uses in the immediate area are primarily commercial in nature.

#### ***Legal Description***

8.6 Acres out of the Wesley Franklin Survey, Abstract#468, Willow Park, Parker County, Texas.

## **PERTINENT DATA, *continued***

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### ***PROPERTY INTEREST BEING APPRAISED***

The property interest being appraised is the fee simple interest or estate which is defined as an absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.

### ***PURPOSE OF THE APPRAISAL***

The purpose of the appraisal is to estimate the "As Is" Market Value, in Fee Simple Title, of the subject property.

### ***INTENDED USE OF THE APPRAISAL REPORT***

The intended use of this appraisal report is for internal use by Mr. Jim Martin.

### ***EFFECTIVE DATE OF APPRAISAL***

The effective date of the appraisal is September 1, 2020 and the date of report being September 16, 2020.

### ***PROPERTY/SALES HISTORY***

In accordance with the Appraisal Institute, I have conducted a three year sales history on the subject property. The current owner of the subject is Willow Park Baptist Church of Texas who has owned the subject in excess of three years. The subject site is not listed for sale or under contract.

The appraiser has not been provided with an abstract of title and does not hold himself to be experts in this area. However, every effort has been made to discover pertinent facts of history relating to the subject property. The data presented is intended to provide a brief overview of the subject's history, but is not meant to serve as a comprehensive and thorough account of transaction activity. A complete title search with accompanying documentation should be conducted by a reputable title company in order to insure complete accuracy.

## KEY DEFINITIONS

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### ***Appraisal***

An appraisal is an unbiased estimate of the nature, quality, value, or utility of an interest in, or aspect of, identified real estate. An appraisal involves selective research into appropriate market area; the assemblage of pertinent data; the application of appropriate analytical techniques; and the use of knowledge, experience, and professional judgment to develop an appropriate solution of the appraisal problem.

### ***Real Estate***

Real estate is the physical land and appurtenances affixed to the land, e.g., structures. Real estate includes land and all things that are a natural part of the land, such as trees and minerals, as well as all things that are attached to it by people, such as buildings and site improvements. All permanent building attachments like plumbing, electrical wiring, HVAC equipment, cabinets, elevators, appliances and so on, are also usually considered part of real estate. Real estate differs from personal property which is not considered real estate.

### ***Real Property***

Real property includes all interests, benefits, and rights inherent in the ownership of physical real estate. A right or interest in real property is also referred to as an estate.

### ***Fee Simple Interest***

Fee simple estate is the absolute ownership unencumbered by any other interest or estate.

### ***Leased Fee Estate***

Lease fee estate is an ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of the lessor and the leased fee are specified by contract terms contained within the lease.

### ***Leasehold Estate***

Leasehold estate conveys the right of use as occupancy for a stated term under certain conditions to the lessee or tenant.



## KEY DEFINITIONS, *continued*

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### ***DEFINITION OF MARKET VALUE***

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated.
- b. both parties are well informed or well advised and acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure in the open market.
- d. payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

- All of the above definitions, with the exception of Market Value, are from the *Appraisal of Real Estate*, with Market Value being from FIRREA, OCC, FDIC, NCUA, OTC.

### ***Competency Provision***

This report was completed by Chris Chevreux, MAI. The appraiser is state certified general by the State of Texas as well as having the MAI designation by the Appraisal Institute. The appraiser has completed assignments regarding the valuation of properties such as the subject and has the experience, education and ability to complete the appraisal in a competent manner that would result in a credible value estimate.

## **SCOPE OF THE APPRAISAL**

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The first step involved in the appraisal process is a determination of the property rights to be appraised and a physical inspection of the subject property, neighborhood and surrounding developments. The appraiser must then begin the data collection process which involves verifying the physical boundaries of the property, the current zoning, location of public utilities, any easements or encroachments effecting the site, flood plain, etc. Upon completion of this data collection, the appraisers should then ascertain the most feasible and highest and best use of the subject site, as if vacant and ready for development and improved.

In arriving at an estimate of market value for the subject property, the appraiser has made a number of independent investigations and analyses. The data utilized in the formation of the opinion of value has been obtained from office files (updated regularly), conversations with local brokers, et al, as well as secondary data supplied by various city agencies, local Chamber of Commerce, Statistical Abstracts, etc. The investigations undertaken and major data sources used are listed below.

### ***Area and City Analysis:***

Information regarding demographic data, growth forecasts, and economic trends has been obtained from local publications, statistical abstracts, office files and interviews with local brokers, business personnel, etc. Specific data regarding the City of Willow Park has been obtained from officials at the respective Chamber of Commerce.

### ***Site Description and Analysis:***

I have inspected the subject site on September 1, 2020 with an exterior inspection, walking the perimeter of the property and photographing the site, surrounding area and street scenes, etc. Field notes were taken concentrating on the physical attributes of the site including topography, drainage, use potential, frontage/depth (site configuration), etc. Questions regarding same were directed to the Parker County Appraisal District, and the City of Willow Park Planning and Zoning Office. The physical attributes of the subject property are based on a current taxes records, plat maps, etc.

### ***Market Data Program:***

Data concerning vacant and improved sales were obtained from file information and interviews with local brokers and county officials. Each sale utilized in forming the opinion of value has been

## SCOPE OF THE APPRAISAL, *continued*

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### ***Market Data Program, continued:***

confirmed with either the buyer or seller (when possible) or the selling broker. It should be noted that the state of Texas is not a full disclosure state, and therefore, the verification of sales is subject to the reliability of one or more of the parties involved. The primary source of data is the Deed Records of Parker County, CoStar, brokers, MLS, CADA, etc.

Adjustments are then made to each sale for dissimilarities in the subject property. This includes, but is not limited to, location of the sale, terms of sale, zoning, size, highest and best use, easements or encroachments, etc. After the necessary adjustments are made to each sale, the appraiser analyzes the adjusted comparable data and correlates the data into an indication of value for the property being appraised.

### ***Property Valuation:***

An 8.6 acre site located along the north side of Crown Pointe Rd. at JD Towles Dr. being just north of IH 20. The site is level and has a slope to the Trinity River. The rear portion of the site is in the floodplain/floodway. The subject is zoned R-Residential, however, uses in the immediate area are primarily commercial in nature.

The subject is vacant land, therefore, I have utilized the direct sales comparison approach to value.

This report does not take into consideration the value of the mineral rights.

This report does not take into consideration FF&E.

## ASSUMPTIONS AND LIMITING CONDITIONS

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No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

An appraisal is an estimate of value. Therefore, the opinions of value contained herein are only estimates. There is no guarantee, written or implied, that the subject property will sell for the appraised value.

The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions. The information furnished by others is believed to be reliable, however, no warranty is given for its accuracy.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated, defined, and considered in the appraisal report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachments, easements or trespass unless noted in the report.

The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraisers, by reason of this appraisal, are not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

## ASSUMPTIONS AND LIMITING CONDITIONS, *continued*

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Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers.

The sketches in this report are to assist the reader in visualizing the property. We have made no survey of the property and assume no liability in connection with such matters. The measurements made to determine certain physical dimensions of the improvements are by their very nature inexact and should be considered approximations within a reasonable scale of tolerance.

All engineering is assumed to be correct. The plot plan, photographs and other illustrative material in this report are included only for visual assistance.

The property is appraised on the basis of fee simple title conveyance to the purchaser and cash payment being received by the seller. It is recognized, however, that the purchaser will likely take advantage of maximum available financing and the effects of such financing on the probable selling price has been considered.

Certain information regarding market and operating data was obtained from others. This information is verified, checked where possible, and used only if it is believed to be accurate, correct, and from reliable sources. However, the appraisers assume no responsibility for them and such information is not guaranteed.

The value estimate contained herein is based on the assumption that there is no international, domestic, political, economic, or military action that will affect real estate values in this part of the country. Responsible ownership and competent property management are also assumed.

Possession of this report or a copy thereof, does not carry with it the right of publication, nor may it be reproduced in whole or in part without the written consent of the appraisers.

Disclosure of the contents of this appraisal report is governed by the by-laws and the regulations of the Appraisal Institute.

## ASSUMPTIONS AND LIMITING CONDITIONS, *continued*

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Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

I do not assume any responsibility for hidden or unapparent conditions of the property, subsoil, or structures, or the correction of any defects now existing or that may develop in the future. The mechanical, electrical, and plumbing equipment, unless noted, are assumed to be in proper operating condition. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The appraisers are not building inspectors and make no guarantees nor assume any responsibility for the condition of the improvements.

My inspection of the subject property did not detect the presence of any known endangered species, however, I am not a trained zoologist or botanist, and not qualified to determine the presence of such animals or plants. Based on my limited knowledge of the subject, my inspection did not reveal any known endangered species.

Because I am not an expert in this area, this appraisal carries a specific limiting condition that the value estimate is subject to change should any endangered species be discovered on the subject. If in question, it is recommended that a professional zoologist and/or botanist be contacted to specifically determine if any endangered species or habitats are present on the subject.

The American with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property, if applicable, to determine whether or not it is in conformity with the requirements of the ADA. It is possible that a compliance survey of the subject property, together with a detailed analysis of the requirements of the ADA, could reveal that

## **ASSUMPTIONS AND LIMITING CONDITIONS, *continued***

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the subject is not in compliance with one or more of the requirements of the Act.

If so, this noncompliance could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider the possible noncompliance of the ADA requirements in estimating the value of the subject property.

The reader is however, placed on notice about the ADA compliance issue and, if applicable, it is recommended an appropriate expert be employed in order to determine how the ADA regulations may affect the subject property.

### ***SPECIAL CONDITIONS:***

I have not been provided with an environmental site assessment report and do not hold myself to be an expert in this area. The data presented is intended to provide a brief overview to the reader if there are any items noticed which might be considered an environmental hazard, but is not meant to serve as a comprehensive and thorough account of the environmental "state" of the subject. I recommend that a complete site assessment with accompanying documentation should be conducted by a reputable engineering or site assessment company in order to insure complete accuracy. Otherwise, I am assuming that the soil is environmentally safe.

Mineral rights have not been valued in this report.

### ***HYPOTHETICAL CONDITIONS:***

The subject being re-zoned from single family to commercial or commercial planned development which is consistent with surrounding uses in the Crown Point development.

### ***EXTRAORDINARY ASSUMPTIONS:***

None

## ASSUMPTIONS AND LIMITING CONDITIONS, *continued*

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***IMPORTANT MARKET CONDITIONS WARNING:*** Market Uncertainty from Novel Coronavirus (COVID-19)

The outbreak of the Novel Coronavirus (COVID-19), declared an outbreak by the World Health Organization (WHO) on January 30, 2020 and subsequently reclassified as a worldwide pandemic on March 11, 2020, has created substantial uncertainty in the worldwide financial markets. Concerns about the ongoing spread of the COVID-19 (Corona) Virus have resulted in cancellations of a substantial number of business meetings, conferences, and sporting and entertainment events for the coming 3-9 months; the implementation of personal quarantine procedures; a 30-day lock-out from most of Europe to the US; and substantial reductions (and restrictions) in other travel by air, rail, bus, and ship.

Unless otherwise noted, the valuation methods do not attempt to adjust for current uncertainty due to COVID-19 as discussed under the important market conditions warning. The expectation is that current measures and actions will abate within 6 months, and that such impacts will be short-term in nature, resulting in a return to stable market conditions.



## NEIGHBORHOOD ANALYSIS

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### ***Subject Neighborhood Defined***

The subject neighborhood is located in the city of Willow Park which is located approximately 15-miles west of Ft. Worth. For the purpose of this analysis, the subject neighborhood is generally defined as being the IH 20 corridor west of Farmer Rd. and east of Lakeshore Dr. These boundaries have been defined because the properties within them tend to exhibit similar characteristics, physical features, price desirability, and they are affected by similar physical, economic, governmental and social forces. Please see the attached exhibits and location map for further clarification.

### ***Accessibility***

Thoroughfares in the subject neighborhood generally flow in north/south and east/west directions. The following list highlights several of the major roadways providing access to and through the neighborhood.

***North/South Arteries*** : Ranch House Dr., Lakeshore Dr., Santa Fe Dr.

***East/West Arteries*** : IH 20

These streets range in size from two-lane, two-way, asphalt paved thoroughfares to major commercial thoroughfares which handle considerable daily traffic flows. Access to the subject area is provided by all of the aforementioned thoroughfares. Developments along these streets include a variety of commercial structures. IH 20 is the primary thoroughfare in Weatherford and intersects with the cities of Ft. Worth and Dallas to the east.

### ***Land Use Patterns***

Upon recent inspection of the subject neighborhood, the appraiser noticed few vacancies in the retail and office market sectors. Developments in the subject's neighborhood include commercial developments located along the aforementioned major thoroughfares and single family residential being located along the side streets. Developments along IH 20 range from office/commercial to light industrial uses. The western portion of the neighborhood, at IH 20/US 180, has several large automobile dealerships taking advantage of the access along IH 20 to Ft. Worth.

## NEIGHBORHOOD ANALYSIS

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Some new commercial construction was noted in the subject's neighborhood. These newer developments include Chicken Express, Fuzzy's Taco, single and dual tenant offices, daycare facility, Starbucks, etc.

Demand for residential housing in the area has been increasing over the previous 6-12 months. The subject is located within the Aledo ISD which is a sought-after school district by many families/homeowners. According to MLS, the average home price in the Aledo ISD, for the previous 6 months, was \$385,000 with the average days on market being 68.

West of the subject, at the IH 20/Lakeshore Dr. intersection is a newer HEB was recently completed. In addition, new apartments, assisted living center, retail/office building, etc. as well as the 60,000 sf Texas Health Hospital-Willow Park which was completed in 2015. This hospital was constructed to cater to the growing population in Eastern Parker County. This is the immediate are of the property being appraised.

It should be noted that there are still large, undeveloped tracts of land in the area that have been in families for generations.

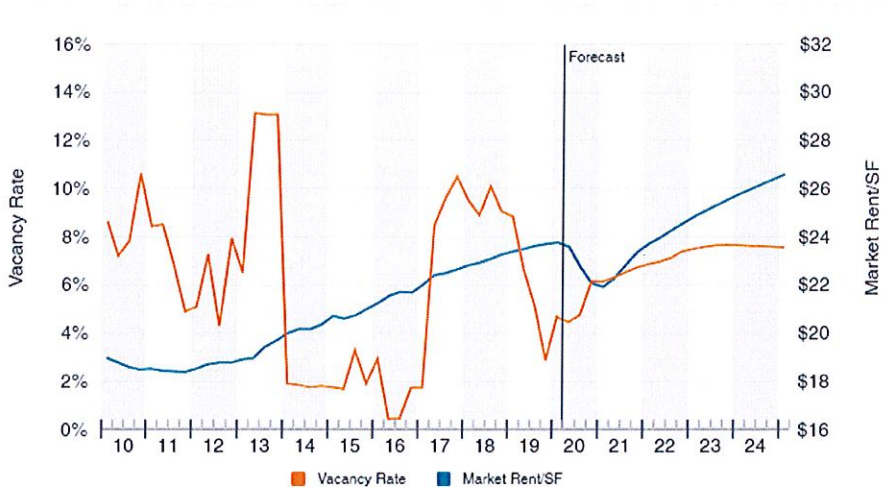
### *Trends*

The neighborhood is considered to be in a stable to growth stage with property values remaining stable to increasing. Again, the commercial development is being fueled by the residential growth in the area. Following is a summary of some of the different market sectors for the area based on CoStar, a national real estate data firm:

# NEIGHBORHOOD ANALYSIS

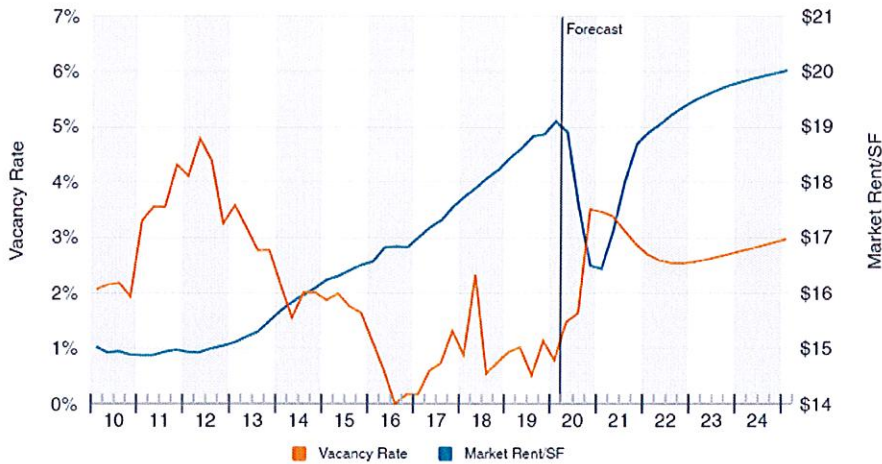
## Office Submarket

Vacancy & Market Rent Per SF



## Retail Submarket

Vacancy & Market Rent Per SF



## NEIGHBORHOOD ANALYSIS

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### *Utilities and Services*

Police, fire protection and other services are currently available. Public water and sanitary sewer services are also provided by the city of Willow Park. Electricity is provided by a number of carriers as is telephone service, cable, etc. The neighborhood is served by the Aledo ISD with schools of all levels located throughout the area.

### *Summary*

In conclusion, the subject property is located in the city of Willow Park which abuts the city of Weatherford to the west and Aledo to the east. The subject is located in an area with retail, commercial and restaurants which all take advantage of the locational attributes to and from IH 20 as well as residential growth in the area. All in all, the subject neighborhood is felt to have a stable influence on the subject property being appraised.

## PROPERTY TAX

The subject is assessed as part of a larger tract. The subject is located in the city of Willow Park and is subject to taxing by the city of Willow Park, Aledo ISD and various agencies of Parker County. The following table summarized the 2019 tax rates for these entities:

<b>Taxing Entity</b>	<b>2019 Tax Rate</b>
City of Willow Park	0.5367
Aledo ISD	1.4933
Parker County (all inclusive)	<u>0.581</u>
Total 2018 Ad Valorem Tax Rate	2.611

The subject has an assessed value of \$3,189,570 which would result in a total tax liability of approximately \$83,280. The subject is currently owned by Willow Park Baptist Church of Texas and has a tax exempt status.

## ZONING ANALYSIS

Per the City of Willow Park the subject property is currently zoned R1-Residential. Typically, when properties are incorporated by Willow Park from agricultural use the zoning assigned is R1-Residential. The next step would be to submit a site plan to Willow Park for approval of the ultimate use, i.e. office, retail, industrial, etc. Neighboring uses are zoned commercial for a number of commercial, office and retail uses. Based on my inspection of the subject's neighborhood, I feel as if the subject property could be re-zoned from residential to commercial or commercial planned development which is consistent with surrounding, and abutting, uses in the Crown Point development. Detailed information may be found in a copy of the ordinance located in the addendum.

## GENERAL PROPERTY DESCRIPTION

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### *Site Analysis:*

#### Location:

The subject property is located along the north side of Crown Point Rd. at JD Towles Dr. just of IH 20. The subject site is described in more detail as follows:

Size	:	8.6 Acres; Per engineer, Mr. Chuck Stark, PE: Not in Floodplain 0.88 Acres along Crown Point Rd. Floodplain 5.74 Acres Floodway 1.98 Acres along the Trinity River
Zoning	:	R-Residential
Deed Restrictions	:	Because no current title report was made available to the appraiser, I assume no responsibility for such items of record not disclosed by our normal investigation. I have not been made aware of any restrictions that affect the marketability, usability, etc. of the subject site.
Easements	:	Physical inspection revealed only typical easements on the subject property, i.e. utility, etc. No adverse easements or encroachments which would have a detrimental effect on the site were noticed, other than the floodplain/way area.
Utilities	:	All available
Floodplain	:	According to Flood Insurance Rate Maps the rear portion, or northern portion of the site, is located in the floodplain/floodway per surveyor and FEMA Map#48439C0425F dated 4/05/2019 and Map#48439C300E dated 9/26/2008.

## GENERAL PROPERTY DESCRIPTION

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Floodplain, cont'd.	:	Per Mr. Jim Martin, 50% of the site work to reclaim the 5.74 acres from the floodplain has been completed. Mr. Martin estimates the cost to reclaim the remainder is \$200,000.
Frontage	:	North side of Crown Point Rd., minimal frontage
Visibility	:	The subject has minimal frontage and visibility along Crown Point Rd. as the majority of the subject is located behind, or to the northeast, of the abutting nursing home/rehabilitation center to the south.
Accessibility	:	Access to the subject property is provided by Crown Point Rd. which is a four lane, concrete paved thoroughfare with a center turn lane.
Configuration	:	The subject site is panhandle in shape. The subject site provides average utility.
Topography	:	The site is open, level and at street grade. The rear portion, along the Trinity River, is wooded. This area, being 1.98 acres, could be utilized as greenspace by the developer of the subject as it is located in the floodway.
Appeal	:	The subject has good appeal with excellent visibility along all abutting thoroughfares.
Environmental	:	It should be noted that the appraiser was not provided with an environmental engineering study relative to the existence of any contamination and the appraiser is not qualified to test such substances or conditions. This appraisal carries a specific condition that the value estimate is subject to change should an environmental engineering study determine there to be any hazardous substance on-site. The presence of hazardous substances on a property can significantly impact the final value.

## GENERAL PROPERTY DESCRIPTION

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Abutting Uses : West-Vacant  
East-Willow Park Rehabilitation Center/Nursing Home and  
apartment complex  
North-Vacant  
South-Vacant/Offices

General Comments : The site is suitable for a variety of uses. The area is in a stable stage in the life cycle. In general, the subject site is a desirable site with good locational attributes in relation to Texas Health Hospital-Willow Park, shopping, offices, apartments, etc.

Again, the remaining cost to reclaim the remainder of the 5.74 acres, as some dirt work has been completed, is estimated to be \$200,000.



## HIGHEST AND BEST USE

---

The Appraisal Institute defines highest and best use as follows:

"The reasonably probable and legal use of vacant land or improved property, which is physically possible; appropriately supported, financially feasible, and that results in the highest value."

In estimating highest and best use, there are essentially four stages of analysis:

- 1) Possible Use. What uses of the sites in question are physically possible?
- 2) Permissible Use (Legal). What uses are permitted by zoning and deed restrictions on the site in question?
- 3) Feasible Use. Which possible and permissible uses will produce a net return to the owner of the site?
- 4) Highest and Best Use. Among the feasible uses, which use will produce the highest net return or the highest present worth?

The following tests must be met in estimating the highest and best use: The use must be legal. The use must be probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time. These tests have been applied to the subject property.

The highest and best use of the land or site if vacant and available for use may be different from the highest and best use of the improved property. This holds true when the improvement is not an appropriate use, but makes a contribution to the total property value in excess of the value of the site.

To arrive at an estimate of highest and best use, the subject site is analyzed as though vacant and available for development, and as presently improved. The highest and best use analysis is a narrowing procedure and is a crucial step in the appraisal process as it forms a conclusion of the optimum use of the subject property and a basis for which the comparable sales will be selected.

Analyzing the highest and best use of the land as though vacant serves two functions. First, it helps the appraiser identify comparable properties. The property being appraised is always compared with similar properties that have sold recently in the market. The comparable properties' highest and best use of the land as though vacant should be similar to that of the subject property.

## HIGHEST AND BEST USE, *continued*

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Potentially comparable properties that do not have similar highest and best uses are usually eliminated from further analysis.

The second reason to analyze a property's highest and best use as though vacant is to identify the use that would produce maximum overall return for the amount of capital invested. In the cost approach and some income capitalization techniques, a separate value estimate of the land is required. Estimating the land's highest and best use as though vacant is a necessary part of deriving a land value estimate. In addition, this analysis forms the basis for potential determination of obsolescence, particularly external, if the highest and best use of the site as though vacant is different from the highest and best use as improved. These criteria are examined for the subject as vacant.

### As If Vacant

#### Possible Use:

The first constraint imposed on the possible use of the property is dictated by the physical aspects of the site itself. The size and location within a given area are the most important determinants of value. Normally, the larger the site the greater its potential to achieve economies of scale, flexibility and development.

The size of the parcel has considerable influence on its ultimate development. The key determinant in developing a site is the permitted size of the project. The total number of square feet allowed for a development tends to rise in proportion to the size of the lot.

The subject site contains 8.6 acres and is located along the north side of Crown Pointe Rd. at JD Towles Rd. The site is basically level and at street grade with all abutting thoroughfares. All utilities are available. As discussed, the rear of the subject is in the floodplain/way with the floodplain being reclaimable. The subject site has the size and potential use similarities with sites in the immediate vicinity. Therefore, the physical aspects of the site do not impose any restraints on the development of the highest and best use.

## HIGHEST AND BEST USE, *continued*

### Permissible Use:

Legal restrictions, as they apply to the subject, are private restrictions (deed restriction) and public restrictions (zoning). As mentioned under the Zoning section of this report the site is zoned residential but could, based on abutting uses, be zoned for a variety of commercial and office uses. Because no current title report was made available to the appraiser, I assume no responsibility for such items of record not disclosed by my normal investigation. I have not been made aware of any private restrictions that affect the title. It is my opinion that the permissible aspects of the site would not limit the ultimate highest and best use.

### Feasible Use:

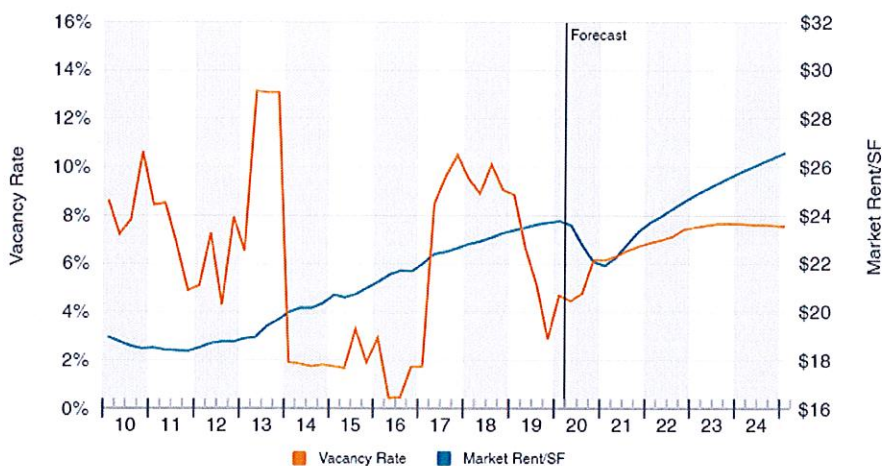
Physically possible and legally permissible uses of the subject site include primarily commercial developments. Following is a discussion of development possibilities.

### Commercial:

The subject site is physically possible and legally permissible to development with an office or commercial facility.

### **Office Submarket**

Vacancy & Market Rent Per SF



## HIGHEST AND BEST USE, *continued*

---

The subject is located along a secondary commercial thoroughfare and would not be feasible to develop with a retail development. In addition, based on the above rental rates and occupancies in the immediate area it is my opinion, as well as locational attributes, it would not be feasible to develop the subject site for some type of investment grade, office development.

### Summation - Highest and Best Use, As If Vacant:

In the final analysis, a determination must be made as to the ultimate highest and best use of the subject site. The possible, permissible, and feasible uses of the subject have been discussed. The size and shape of the site does not adversely affect its usability. I have given full consideration to the above mentioned market occupancies, rental rates, and physical inspection of the subject's neighborhood. In my opinion the highest and best use of the subject site, as if vacant, is to hold for future office development.

## THE VALUATION PROCESS

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The process of valuation includes three approaches to an estimate of market value: The Cost Approach, Direct Sales Comparison Approach, and Income Approach. These approaches are based upon direct and indirect market comparisons. Each of these approaches give a separate indication of value.

The Cost Approach is based upon the reproduction cost of an improvement, less an appropriate allowance for depreciation, plus the estimate of land value. The fair market value of the land, assuming it to be vacant, is based on a direct comparison of known land sales to the subject property. It is important to consider that cost does not necessarily equal value.

The Direct Sales Comparison Approach is a direct comparison of known market transactions of similar properties. When sufficient information is available in order to make a unit comparison, a supportable indication of value can be obtained. The underlying economic factor in this approach is the Principle of Substitution, which states that a prudent purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property.

The Income Approach is based upon known or projected earnings, less proper deductions for vacancy allowance and operating expenses. The net income is then capitalized into an indication of value by the usage of rates obtained in the market. This approach to value is closely associated with the Principle of Anticipated Benefits.

Once a conclusion has been drawn from each applicable approach to value, the estimates are correlated into a reasonable value estimation as to the market value for the property being appraised.

Again, the subject is vacant land, therefore, the sales comparison approach to value was utilized.

## SALES COMPARISON APPROACH

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The Direct Sales Comparison Approach is a direct comparison of known transactions of properties which are considered to be comparable to the subject. These sales are thoroughly analyzed by the appraisers and are compared to the subject property. The result is an estimate of market value by the Direct Sales Approach.

The Sales Price Per Square Foot is typically used when properties are somewhat similar in age and quality of construction. The SPSF is derived by dividing the sales price by the total square feet in the building. Adjustments are made for location, size, etc.

Investigation into the real estate market revealed five land sales which were considered to be comparable to the subject site and reflective of attitudes of buyers and sellers in the area. The comparable sales utilized transpired in 2017-20. These sales are indicative of prices being paid for properties which have similar attributes, amenities and investment characteristics as the subject.

The following is a list of comparable land sales from which the final estimate of land value was derived for the subject site.

## SALES COMPARISON APPROACH

---

### Land Comparable No. 1

Location	:	151 Crown Ln.,
City/County	:	Willow Park, Parker
Grantor	:	Bar-Ko Land Co., LLC
Grantee	:	Willow Park Preserve, LP
Sales Price	:	\$2,500,000
Terms of Sale	:	Cash to Seller
C.E. Sales Price	:	\$2,500,000
Sales Price/SF	:	\$6.38/SF
Date of Sale	:	4/29/2020
Conditions of Sale	:	Arm's Length Transaction
Property Rights Conveyed	:	Fee simple
Recording Data	:	N/A
Size	:	9 Acres
Zoning	:	Commercial
Utilities	:	All
Improvements at Sale	:	None
Intended Use	:	Commercial
Verified	:	Broker/MLS

This tract had a house and other improvements which been demolished. This site has a rolling terrain.

## SALES COMPARISON APPROACH

---

### Land Comparable No. 2

Location	:	N/S IH 20, west of Crown Ln.
City/County	:	Willow Park, Parker
Grantor	:	Hanley Family Partnership, LP
Grantee	:	Mit-Mar Land, LP
Sales Price	:	\$4,704,480
Terms of Sale	:	Cash to Seller
C.E. Sales Price	:	\$4,704,480
Sales Price/SF	:	\$6 PSF
Date of Sale	:	3/28/2019
Conditions of Sale	:	Arm's Length Transaction
Property Rights Conveyed	:	Fee simple
Size	:	18 Acres
Zoning	:	Commercial
Utilities	:	Available
Improvements at Sale	:	None
Intended Use	:	Commercial
Verified	:	Broker



## SALES COMPARISON APPROACH

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### Land Comparable No. 3

Location	:	S/S JD Towles Dr., east of Crown Ln.
City/County	:	Willow Park, Parker
Grantor	:	Willow Park Services LLC
Grantee	:	Veranda Village Investments LLC
Sales Price	:	\$1,575,000
Terms of Sale	:	Cash to Seller
C.E. Sales Price	:	\$1,575,000
Sales Price/SF	:	\$8.51 PSF
Date of Sale	:	4/24/2018
Conditions of Sale	:	Arm's Length Transaction
Property Rights Conveyed	:	Fee simple
Size	:	4.25 Acres
Zoning	:	Commercial
Utilities	:	Available
Improvements at Sale	:	None
Intended Use	:	Retail/Commercial
Verified	:	Broker

## SALES COMPARISON APPROACH

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### Land Comparable No. 4

Location	:	Terminus Checkout Lane at Community Dr.
City/County	:	Willow Park, Parker
Grantor	:	Willow Park North, LLC
Grantee	:	Willow Park Hotel Investments, LLC
Sales Price	:	\$776,239
Terms of Sale	:	Cash to Seller
C.E. Sales Price	:	\$776,239
Sales Price/SF	:	\$8.23 PSF
Date of Sale	:	11/27/17
Conditions of Sale	:	Arm's Length Transaction
Property Rights Conveyed	:	Fee simple
Recording Data	:	201729345
Size	:	2.1646 Acres
Zoning	:	Commercial
Utilities	:	All
Improvements at Sale	:	None
Intended Use	:	Hotel
Verified	:	Broker

## SALES COMPARISON APPROACH

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### Land Comparable No. 5

Location	:	Southside of IH 20 east of Clear Fork Cir.
City/County	:	Willow Park, Parker
Grantor	:	Martin Land Sales Inc.
Grantee	:	PC5 Properties, LLC
Sales Price	:	\$1,755,404
Terms of Sale	:	Cash to Seller
C.E. Sales Price	:	\$1,755,404
Sales Price/SF	:	\$4.64 PSF
Date of Sale	:	1/30/2019
Conditions of Sale	:	Arm's Length Transaction
Property Rights Conveyed	:	Fee simple
Recording Data	:	2233
Size	:	8.69 Acres
Zoning	:	Commercial
Utilities	:	No water
Improvements at Sale	:	None
Intended Use	:	Equipment rental
Verified	:	Broker

## SALES COMPARISON APPROACH

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### *Discussion:*

The preceding sales were gathered and analyzed in order to form an opinion of value for the subject site "as if vacant" (available to be placed in its highest and best use). All efforts were made to utilize the most recent transactions from within the subject's immediate proximity. All sales have been analyzed for:

- (1) Property rights conveyed;
- (2) Financing terms;
- (3) Conditions of Sale (motivation);
- (4) Date of Sale (market conditions);
- (5) Locational Characteristics;
- (6) Physical characteristics of the site;

(1) Property rights conveyed: The sales price of a property is always affected by the real property interest conveyed. The ownership interest for all of the comparable sales utilized in this report is the fee simple estate or absolute ownership. Therefore no adjustments were necessitated for property rights conveyed.

(2) Financing Terms: Seller financing that utilizes terms or conditions that deviate from typical financing that would not be considered available from a third party lender can influence purchase price. All sales have been analyzed for other than market financing and no adjustments were considered necessary. In each transaction, the method of payment was reported to be "cash to seller."

(3) Conditions of Sale: All sales are considered to represent arm's length transactions that are consistent with the definition of value as defined previously in this report. Thus, no adjustments for conditions of sale were required.

(4) Market Conditions at time of sale: Differences in market conditions can substantially influence purchase prices, development feasibility, highest and best use estimates, and values. All of the sales are similar to the subject.

## SALES COMPARISON APPROACH

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(5) Locational Characteristics: Sales 2 and 5 are superior due to the IH 20 frontage and were therefore adjusted downward accordingly. Sales 1, 3, and 4 have superior road frontage/visibility and were adjusted downward.

(6) Physical Characteristics: The physical category includes topography, trees, utilities, floodplain, etc. All of the sales are similar to the subject in regard to floodplain as I will deduct the cost to reclaim the floodplain area. Water had to be extended beneath IH 20 to Sale 5, thus, an upward adjustment for lack of utilities was warranted to Sale 5.

Size - The size of a site can affect the value (and corresponding unit sales prices) for many reasons. Size dictates development possibilities and ultimate use of the property. Generally speaking, size and price have an inverse relationship whereby as the size of a tract increases, its corresponding unit price decreases. Sales 3 and 4 are smaller and warranted a downward adjustment. Sale 2 is larger and required an upward adjustment.

As previously stated, the floodway area, being 1.98 acres, could be utilized as greenbelt to satisfy city requirements, upon development. Therefore, I have given a nominal value to the greenbelt area, say \$5,000 per acre or \$10,000 (R).

## SALES COMPARISON APPROACH

### SUMMARY & ADJUSTMENT GRID

COMPARABLE	1	2	3	4	5
Sales Price/SF	\$6.38	\$6	\$8.51	\$8.23	\$4.64
Property Rights	Fee	Fee	Fee	Fee	Fee
Cash Equivalent Price	\$6.38	\$6	\$8.51	\$8.23	\$4.64
Adjustment for Financing	-0-	-0-	-0-	-0-	-0-
Cash Equivalent Price	\$6.38	\$6	\$8.51	\$8.23	\$4.64
Date/Time Adjustment	-0-	-0-	-0-	-0-	-0-
Adjusted Sales Price	\$6.38	\$6	\$8.51	\$8.23	\$4.64
Adjustments -					
Location/Frontage	-10%	-40%	-10%	-10%	-40%
Size	-0-	+10%	-10%	-20%	-0-
Phys. Characteristics	-0-	-0-	-0-	-0-	+10%
Total Net Adjustments	-10%	-30%	-20%	-30%	-30%
Indicated Price/SF	\$5.74	\$4.20	\$6.81	\$5.76	\$3.25

Based on the above as well as the residential and commercial growth in the area and general demand for commercial property in the Aledo/Willow Park area as well as the subject having minimal frontage and visibility along Crown Point Rd. I have utilized a price per square foot of \$4.25 or the lower end of the value range. However, this is assuming the reclamation of the floodplain at a cost of \$200,000. Therefore, \$200,000 has been deducted to reflect the as is value. The final land value is illustrated as follows:

6.62 Ac. or 288,367 SF @ \$4.25 Per SF	= \$1,225,560
Less: Cost to reclaim floodplain	=( \$ 200,000)
Plus: Floodway 1.98 Ac.	= \$ 10,000
Total	= \$1,035,000

## RECONCILIATION AND FINAL VALUE ESTIMATE

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SALES APPROACH	\$1,035,000.00
----------------	----------------

The Direct Sales Comparison Approach is an analysis of the sales of similar properties in the area, and competing areas, where sufficient information was available to develop a meaningful unit of comparison. The Sales Price Per Square Foot method was utilized in this analysis as it is the most recognized units of comparison used by buyers and sellers of this type of investment property.

Predicated on a complete analysis of the market data contained in each of the foregoing approaches to value, it is my opinion that the estimated "As Is" Market Value of the subject property, fee simple estate, as of September 1, 2020, is:

**ONE MILLION THIRTY FIVE THOUSAND DOLLARS**  
**\$1,035,000.00**

**MARKETING AND EXPOSURE PERIOD:**

As per my client's instructions, I have considered the estimated marketing period the subject property. During the course of this assignment, I have interviewed numerous brokers, appraisers, and other individuals who are familiar with the market regarding estimating marketing time for the subject property. The above mentioned factors, other factors previously mentioned in the report, and the current market value of the subject property, which is in accordance with the definition of market value stated earlier in the report, have been taken into consideration in estimating the marketing period. I feel as if a reasonable marketing period for the subject property would be within 12 months. In addition, the estimated exposure period should be within 12 months.



**CERTIFICATION:**

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the real estate that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I appraised the subject as part of a larger tract in June of 2020.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.


My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice and the Appraisal Institute.

I made a personal inspection of the property that is the subject of this report. No one provided significant real property appraisal assistance to the person signing this certification.

As of the date of this report, Chris Chevreux has completed the requirements of the continuing education program of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Chris Chevreux, MAI

**ADDENDA**

**QUALIFICATIONS OF THE APPRAISER**

**CHRIS CHEVREAU, MAI**

BUSINESS  
ADDRESS

: P.O. Box 471462  
Fort Worth, Texas 76147  
(817) 692-6124 Email: Cchev@Flash.net

PROFESSIONAL  
ACTIVITIES

: MAI Member - Appraisal Institute #10635  
State Certified General Real Estate Appraiser #TX-1323484G  
Currently certified under the Continuing Education Department of the Appraisal Institute.

FORMAL  
EDUCATION

: Graduate of Arlington Heights High School, Ft. Worth, Texas;  
  
Graduate of Stephen F. Austin State University with a Bachelor of Business Administration Degree in Economics;

GENERAL  
EDUCATION

: Successfully completed the following courses and exams offered by the Appraisal Institute:

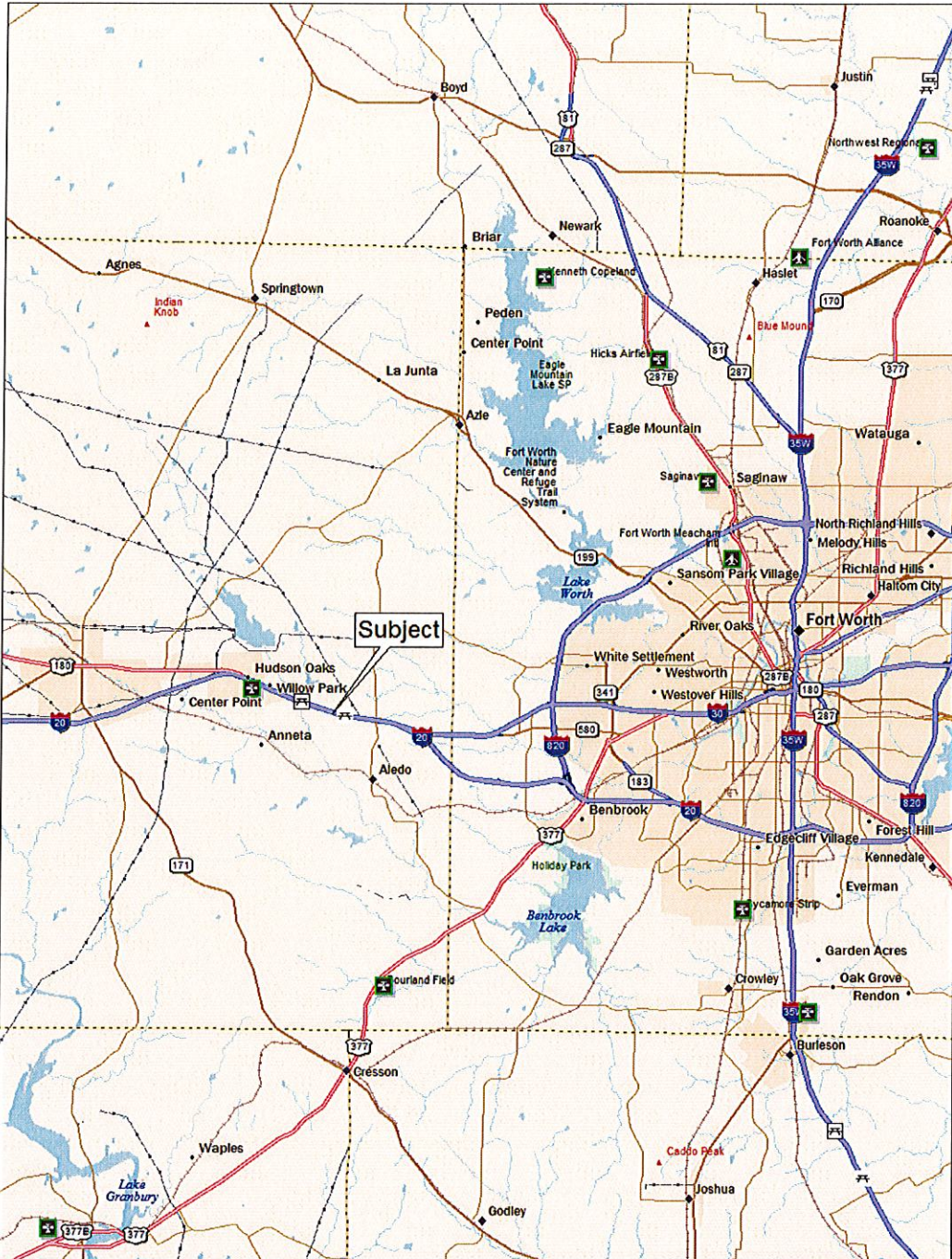
Standards of Professional Practice, Part A  
Standards of Professional Practice, Part B  
1A-1, Real Estate Appraisal Principles  
1A-2, Basic Valuation Procedures  
1B-A, Capitalization Theory and Techniques, Part A  
1B-B, Capitalization Theory and Techniques, Part B  
2-1, Case Studies in Real Estate Valuation  
2-2, Report Writing and Valuation Analysis  
Business Valuation, Part A & B  
Comprehensive Examination

EMPLOYMENT

: October, 1989 to Present - Self employed real estate and business appraiser

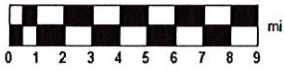
ASSIGNMENTS

: I have prepared appraisals on the following types of real estate: Residential, multi-family, commercial, industrial, special purpose, ranches, and vacant land for Savings Associations, Mortgage Companies, Banks, City and County Agencies, and various other individual and corporate clients.

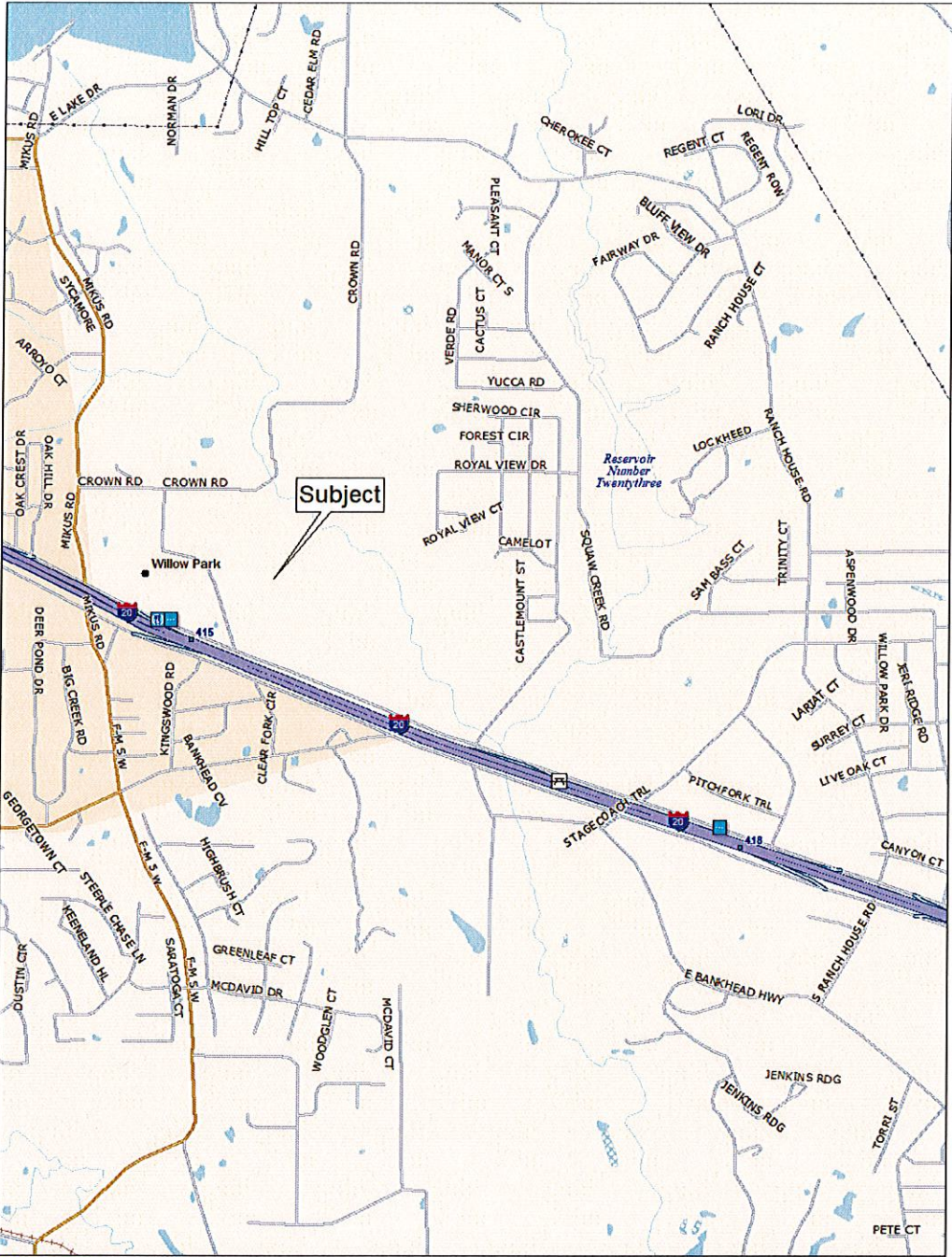


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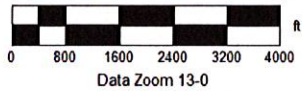


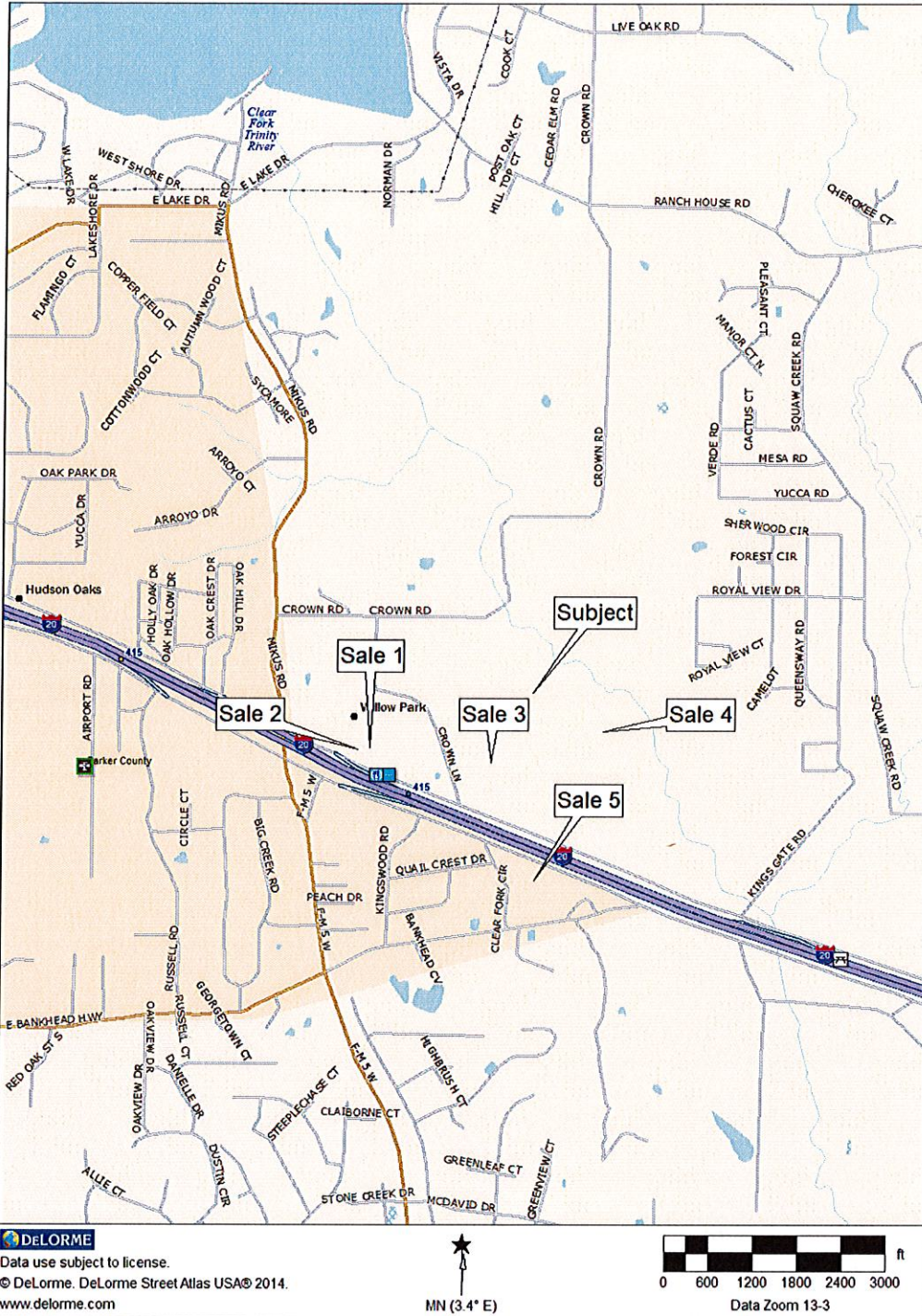
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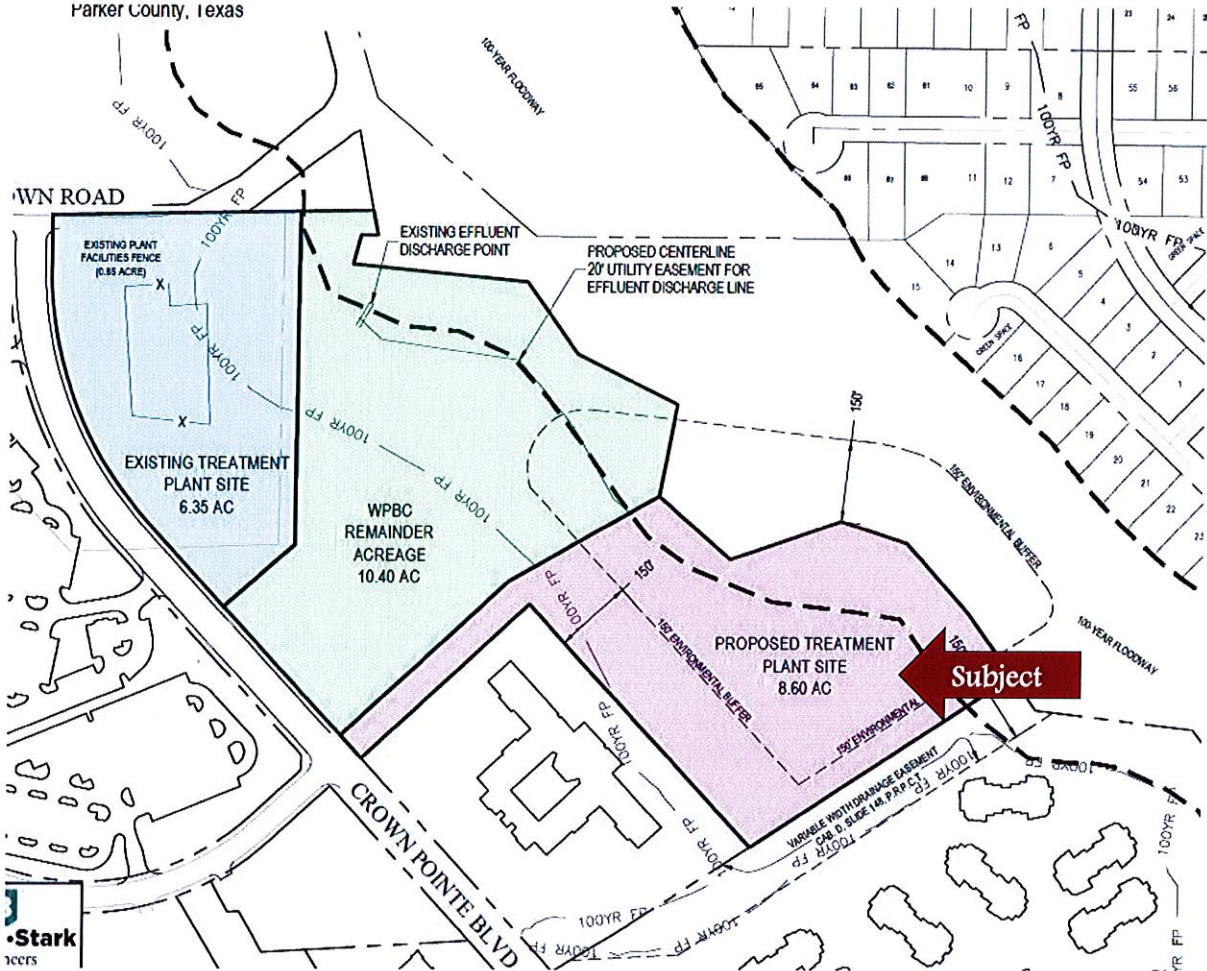
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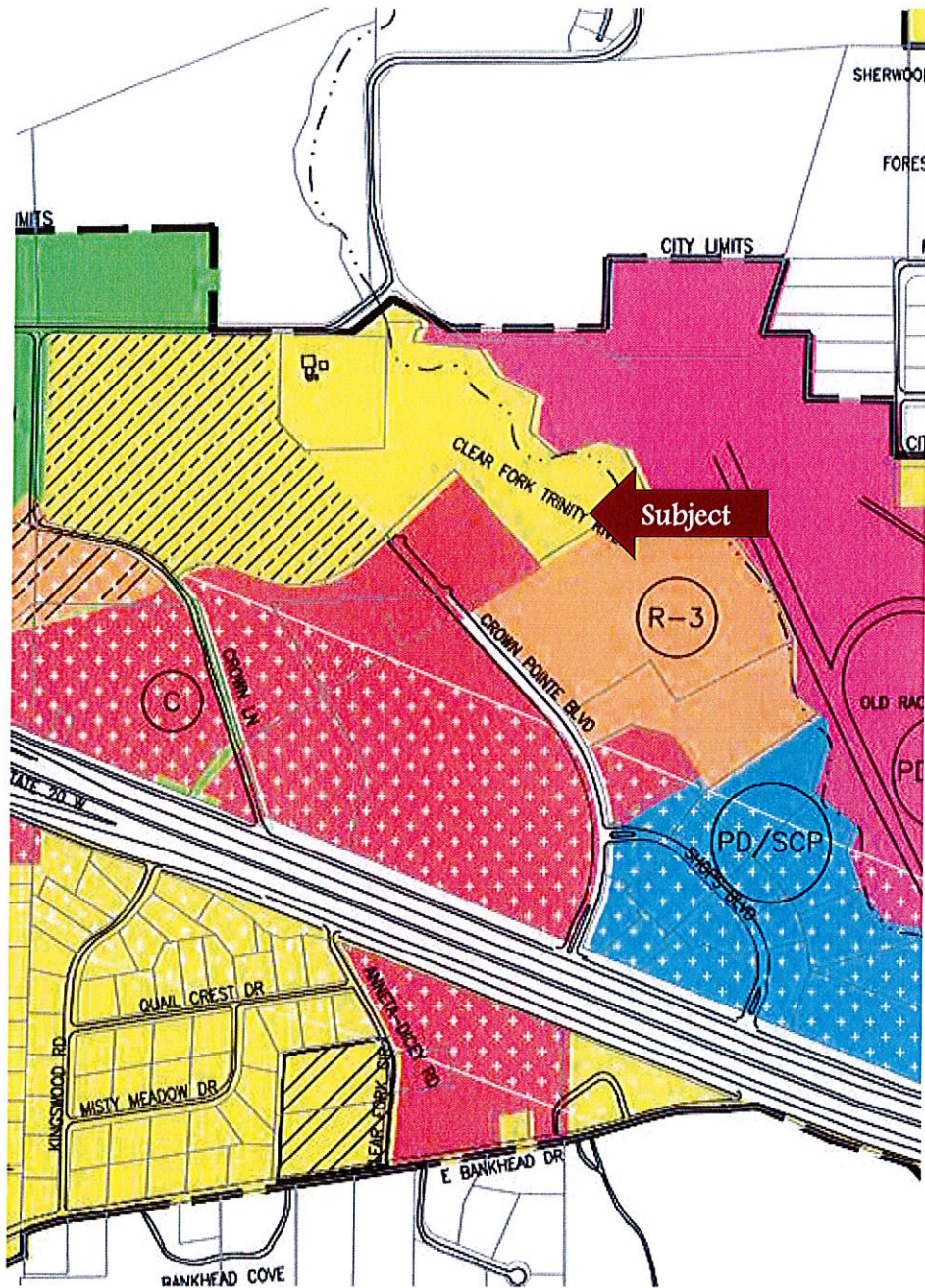




Parker County, Texas



# ZONING MAP

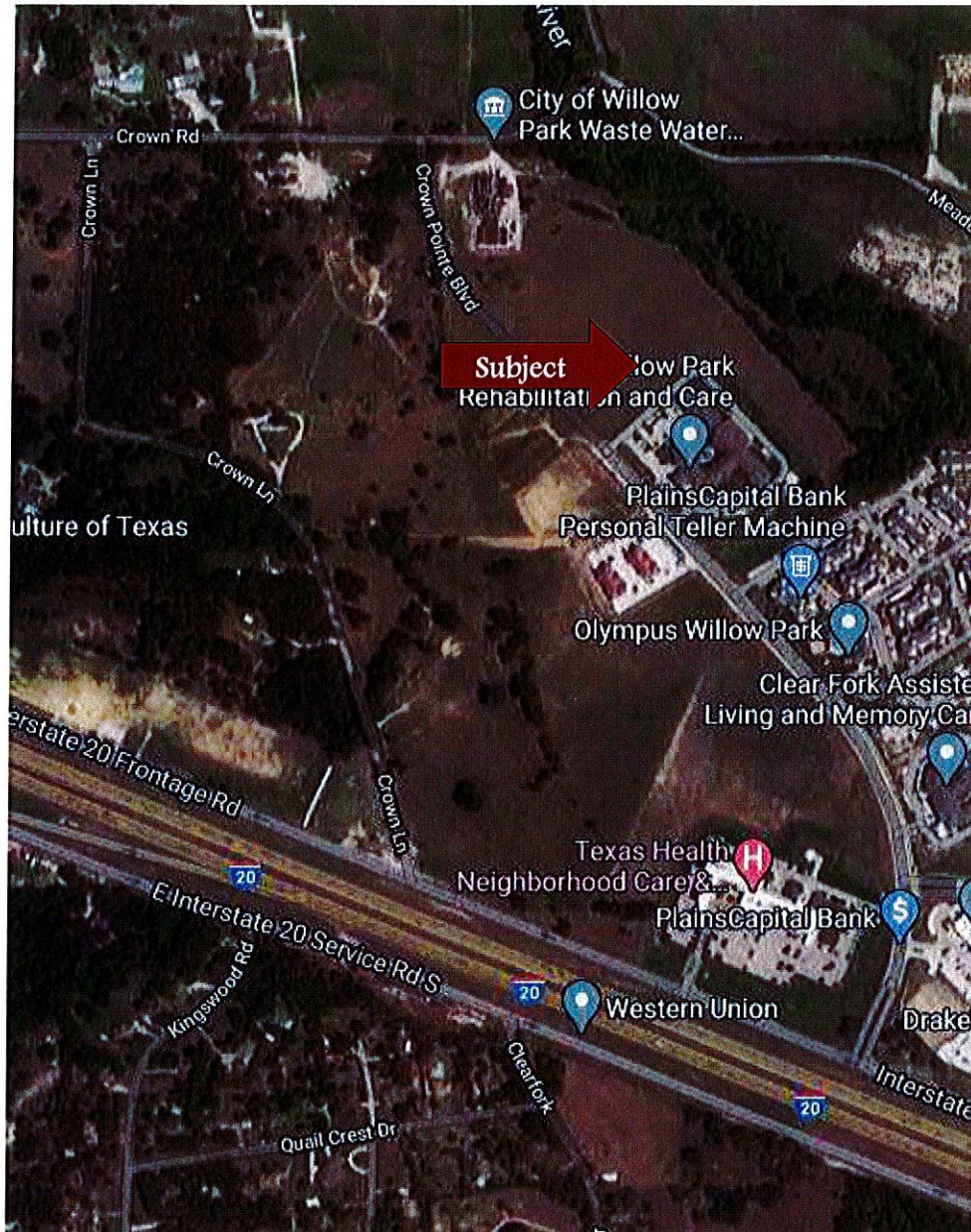




# FLOOD PLAIN MAP



# AERIAL MAP



**Sec. 14.06.005 Class II - Residential: "R-1" Single-Family District**

(a) Use regulations. The "R-1" Single-Family District will be limited to the following uses:

- (1) Single-family dwellings.
- (2) Churches.
- (3) Foster child care homes (maximum of six children includes those of the resident parents).
- (4) Libraries, museums, parks and playgrounds, community centers and governmental facilities (excluding care facilities, or under the control for the city or other governmental jurisdiction. [sic])
- (5) Golf courses (except commercially operated miniature golf courses and/or driving ranges).
- (6) Customary home occupations (as defined in [section 14.04.001](#), Definitions, of this chapter).
- (7) Public elementary and secondary schools.
- (8) Accessory buildings or uses.
- (9) Special exception uses after recommendation by the planning and zoning commission and approval by the city council.

(b) Zoning standards. Are set accordingly unless specified otherwise in this chapter (the more stringent applying).

- (1) Maximum height: Two (2) stories, but not to exceed thirty (30) feet.
- (2) Minimum lot area: Forty thousand (40,000) square feet.
- (3) Minimum gross living area: Fifteen hundred (1,500) square feet.
- (4) Minimum lot width: One hundred twenty (120) feet.
- (5) Minimum lot depth: One hundred seventy-five (175) feet.
- (6) Front yard setback: Thirty (30) feet.
- (7) Rear yard setback: Twenty-five (25) feet.
- (8) Side yard setback: Twenty-five (25) feet.
- (9) Maximum lot coverage by structure: Forty percent (40%).
- (10) Required parking: Two (2) car attached garage. Garage type openings shall not be less than 45 degrees to the frontal street.
- (11) Required screening: Six (6) foot masonry or wooden screening in compliance with [article 14.09](#) of this chapter.

(12) Minimum masonry coverage: Seventy-five percent (75%) first floor.

(13) Accessory building or use setback: Shall be located no closer to the front property line than the primary use structure and have a minimum of ten (10) foot setback from all side and rear property lines.

(c) Special regulations.

(1) Dish satellite antennas shall be considered an accessory use in the “R-1” district, provided such antennas shall be located in the rear yard. Front or side yard locations are permitted provided an approved screening device is used.

(2) All manufactured homes located in this district shall meet all of the standard requirements of this chapter; and in addition, shall meet all of the special regulations required in section 14.06.009(c) (manufactured home district).

(3) Portable trailers may be used as offices or storage trailers located within a new sub-development subject to the following provisions:

(A) No more than one (1) trailer per platted subdivision.

(B) Trailer must be located at least one hundred fifty (150) feet from any occupied residence.

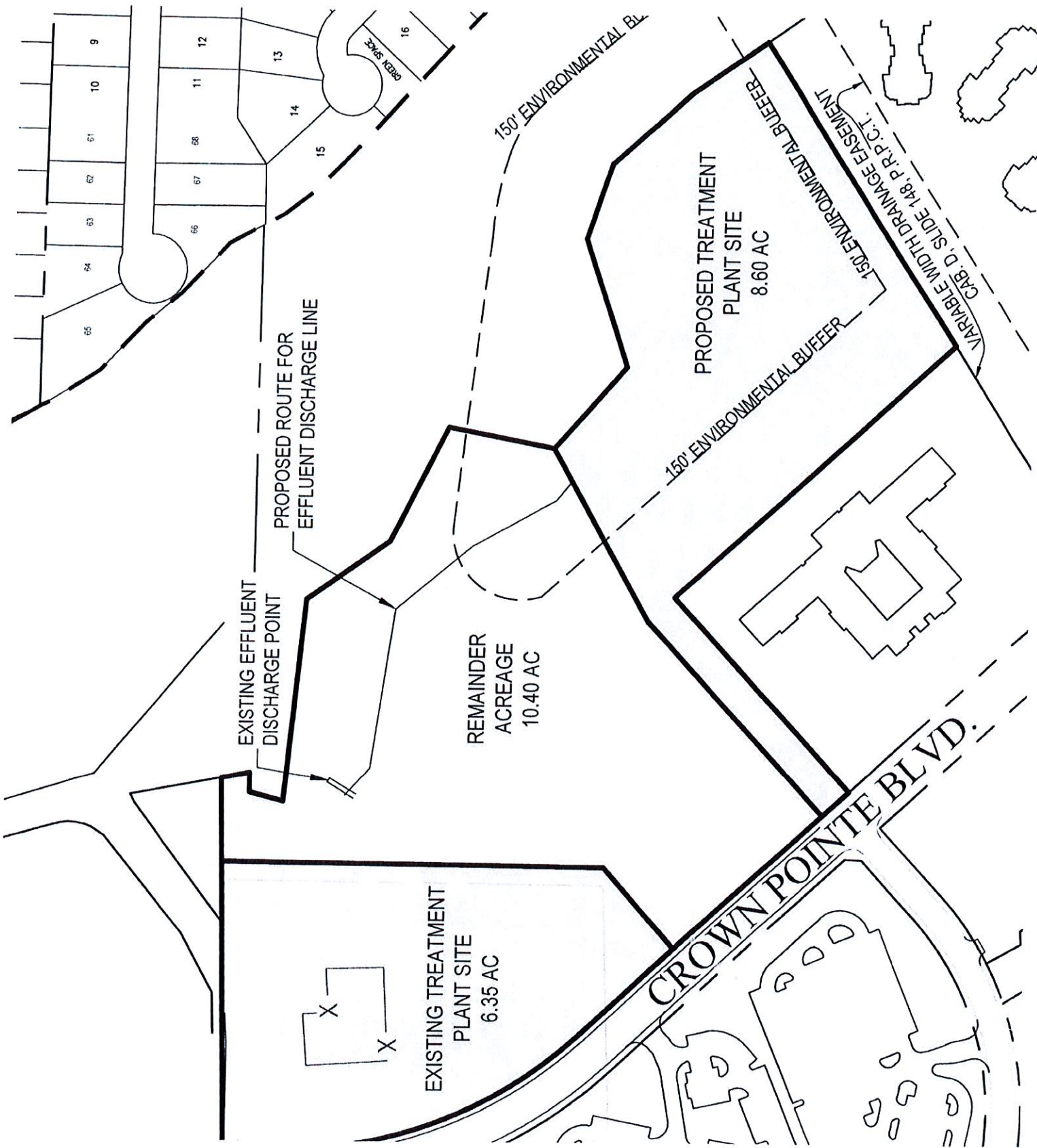
(C) A time limit of one (1) year.

(Ordinance 414-97, ex. E, sec. 12.504, adopted 12/16/97; Ordinance 745-17, sec. 2(A), adopted 4/11/17; Ordinance 746-17, sec. 2(A), adopted 4/11/17)





Crown Point Rd.



## FW: Land Swap Exhibit

From: Ron Hughes (ron@railheadrealty.com)  
To: cchev@flash.net  
Cc: chucks@barronstark.com  
Date: Wednesday, September 16, 2020, 09:20 AM CDT

Chris,

Attached is the breakout of the 8.60 acre lot behind the Skilled Nursing facility...thx, Ron

**From:** Chuck Stark <ChuckS@barronstark.com>  
**Sent:** Wednesday, September 16, 2020 8:42 AM  
**To:** Jim Martin <Jim@MartinLandSales.com>; Marcella Olson - Pope, Hardwicke, Christie, Schell, Kelly & Taplett, L.L.P. (molson@popehardwicke.com) <molson@popehardwicke.com>; Ron Hughes <Ron@RailheadRealty.com>  
**Subject:** Land Swap Exhibit

Jim:

The acreages you needed for the appraiser are:

- 1.98 Ac Floodway
- 5.74 Ac Within floodplain but can be reclaimed by processing a LOMR with FEMA
- 0.88 Ac Outside floodplain and floodway

Marcella:

The attached exhibit is updated per your email of yesterday.

- Added WPBC to remainder acreage
- We verified the existing fence around the plant yesterday. Updated the fence on the graphic and noted the acreage within the fence
- Specified the easement width (20') on the effluent line crossing the residual WPBC property.

Ron:



4325 E Ih 20, TX, Parker County

Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	2,453,517	N/A
Baths	Yr Built	Type	Sale Date
N/A	N/A	AGR LND	N/A

OWNER INFORMATION

Owner Name	Willow Park Baptist Church Oftexas	Tax Billing Zip	76008
Tax Billing Address	129 S Ranch House Rd	Tax Billing Zip+4	2649
Tax Billing City & State	Willow Park, TX	Owner Occupied	No

LOCATION INFORMATION

Location City	Willow Park	MLS Sub Area	1
School District	Aledo ISD	Census Tract	1404.07
School District Code	AI		

TAX INFORMATION

Tax ID	R000101794	Parcel ID	R000101794
Alternate Tax ID	2046800800050		
Legal Description	ACRES: 56.325 ABST: 468 SURVEY: FRANKLIN WESLEY		

ASSESSMENT & TAX

Assessment Year	2019	2018	2017
Assessed Value - Total	\$2,590	\$3,020	\$3,020
Assessed Value - Land	\$2,590	\$3,020	\$3,020
YOY Assessed Change (\$)	-\$430	\$0	\$3,020
YOY Assessed Change (%)	-14.24%	0%	
Market Value - Total	\$3,189,570	\$3,354,360	\$3,354,360
Market Value - Land	\$3,189,570	\$3,354,360	\$3,354,360

Tax Year	Total Tax	Change (\$)	Change (%)
2017	\$83		
2018	\$83	-\$0	-0.24%
2019	\$68	-\$15	-18.47%

Jurisdiction	Tax Amount	Tax Type	Tax Rate
Aledo ISD	\$38.68	Actual	1.4933
College	\$2.98	Actual	.11495
City Of Willow Park	\$13.90	Actual	.5367
Hospital	\$2.78	Actual	.1074
Parker Co Lateral Road	\$1.93	Actual	.0747
Parker Co General	\$7.35	Actual	.28392
Total Estimated Tax Rate			2.611

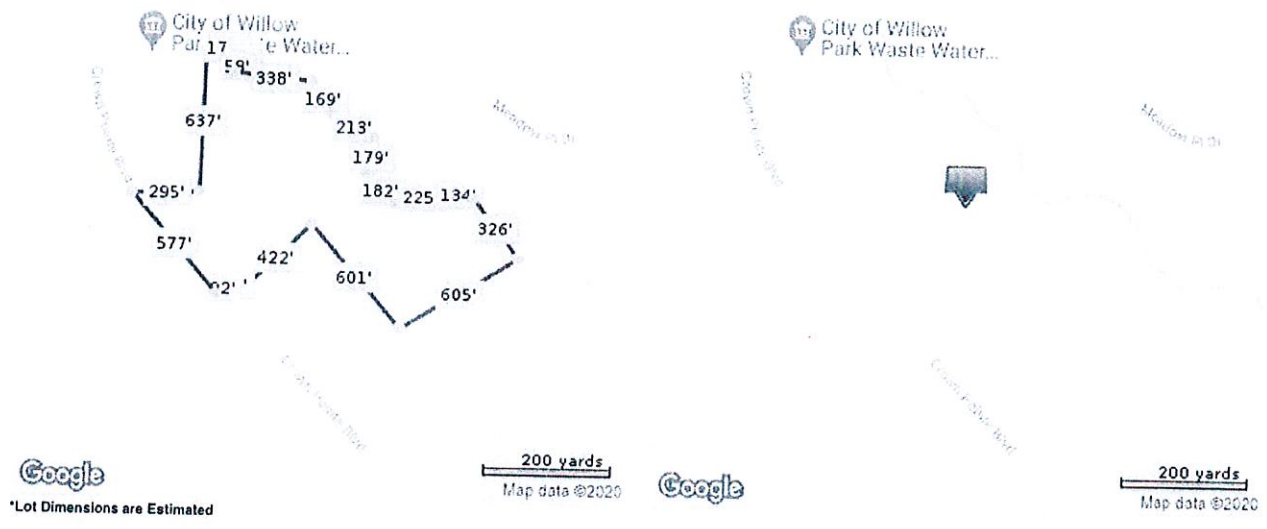
CHARACTERISTICS

Land Use - Corelogic	Agricultural Land	Estimated Lot Acres	56.325
Land Use - State	Acreage	Estimated Lot Sq Ft	2,453,517

ESTIMATED VALUE

Value As Of	09/06/2020
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PROPERTY MAP



**CITY OF WILLOW PARK**

**BID FORM**

**Exchange of  
Real Property**

Property\* to be Exchanged

Property size and location:

Approximate address is IH 20 4325 E

8.60 acres more particularly described on the attached Exhibit "A"; map property in Exchange Agreement

\* for property to be exchanged a legal description, map and appraisal must be attached to this bid form

**Check One:**

  X   Bidder is not represented by a broker or real estate agent

           Bidder is represented by the following broker or real estate agent:

Name: \_\_\_\_\_

Address \_\_\_\_\_

License No.: \_\_\_\_\_

**Certifications:**

Initial: EB The undersigned certifies that the property offered for exchange in this bid and all information submitted has been carefully reviewed and is submitted as correct and final. Bidder further certifies and agrees to complete the exchange in compliance with the conditions stated in the Request for Sealed Bids. Further, bidder certifies that it has the cash or pre-approved credit to pay to remove all liens and encumbrances on the property offered and/or is the unencumbered owner of the property offered in exchange.

Initial: EB The undersigned certifies that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been

for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to influence any person or persons to bid or not to bid thereon.

Initial: CB The undersigned acknowledges that receipt of responses does not require the City to accept any bid, enter a contract or to complete a sale or exchange. Any and all bids may be rejected.

Name of Bidder: Willow Park Baptist Church of Texas  
Address of Bidder: 129 S. Ranch House Road, Willow Park, TX 76008

Telephone Number: (817) 441-1596 Fax: (817) 441-1593

E-mail address: clark@willowparkbaptist.org

By: Clark Boshier (Print name)

Title: Pastor Federal ID #/SSN #: 75-2561447

Signature: Clark Boshier

STATE OF TEXAS §

COUNTY OF PARKER §

BEFORE ME, the undersigned authority, on this day personally appeared Clark Boshier, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of September, 2020.



Tina Renee Hughes  
Notary Public, State of Texas

Exhibit "A"

BEING 8.60 acres situated in the WESLEY FRANKLIN SURVEY, Abstract No. 468, City of Willow Park, Parker County, Texas, being a portion of that certain tract of land described in deed to Willow Park Baptist Church of Texas, recorded in Volume 2896, Page 403, County Clerk, Records, Parker County, Texas, being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northeasterly line of Crown Pointe Boulevard (A Dedicated 80' Public Right-of-Way), being the west 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 Cabinet D, Slide 232, Plat Records, Parker County, Texas;

THENCE N 42°30'00" W, along the northeasterly line of said Crown Pointe Boulevard, a distance of 60.00 feet to a point at the most westerly southwest corner of the herein described tract;

THENCE N 47°30'00" E, leaving the northeasterly line of said Crown Pointe Boulevard, being a distance of 60.00 feet northwest of and parallel to the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to a point;

THENCE N 60°27'16" E, a distance of 329.81 feet to a point in the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of the Clear Fork Trinity River;

THENCE along the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of said Clear Fork Trinity River, as follows:

S 48°48'55" E, a distance of 181.64 feet to a point;

N 71°14'08" E, a distance of 225.01 feet to a point;

S 72°01'15" E, a distance of 133.71 feet to a point;

S 41°31'46" E, a distance of 178.63 feet to a point;

S 35°12'35" E, a distance of 148.76 feet to a point at the most north, northwest corner of Lot 1R, Block A, THE VILLAGE AT CROWN PARK, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 363, Plat Records, Parker County, Texas;

THENCE S 56°58'07" W, along the northwesterly line of said Lot 1R, Block A, a distance of 599.52 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the east corner of said Lot 2, Block E;

THENCE N 42°30'00" W, along the northeasterly line of said Lot 2, Block B, a distance of 628.93 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the north corner of said Lot 2, Block B;

THENCE S 47°30'00" W, along the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to the POINT OF BEGINNING and containing 8.60 acres (374,479 square feet) of land, more or less.

## REAL PROPERTY EXCHANGE AGREEMENT

THIS REAL PROPERTY EXCHANGE AGREEMENT (the "Agreement") is entered into by and between the Willow Park Baptist Church of Texas, a Texas nonprofit corporation (referred to herein as the "WPBCT") and the City of Willow Park, Texas, a Type A General Law municipality ("City"), dated to be effective as of \_\_\_\_\_, 2020 (the "Effective Date").

WHEREAS, City owns fee simple title to that certain real property described in Exhibit "A" attached hereto (hereafter, "City Tract"), on which it has constructed and operates a certain sewer treatment plant and related facilities (the "Existing Sewer Facilities");

WHEREAS, the WPBCT owns fee simple title to that certain real property described in Exhibit "B" attached hereto (hereafter, "WPBCT Tract");

WHEREAS, City desires to construct new sewer facilities on the WPBCT Tract and subsequently relocate and/or demolish the Existing Sewer Facilities from the City Tract;

WHEREAS, as authorized by Chapter 272 of the Texas Local Government Code, and other applicable law and in accordance with the terms and conditions of this Agreement, WPBCT and City desire to exchange their respective interests in City Tract and WPBCT Tract and thereafter use such properties for authorized purposes; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and undertakings herein set forth and the recitals set forth above, which are not recitals only but form part of this Agreement, the WPBCT and City do covenant and agree as follows:

### ARTICLE 1

### EXCHANGE

#### 1.1 Agreement to Exchange.

(a) Subject to the terms, provisions, and conditions set forth in this Agreement, City agrees to convey the fee estate of City Tract to WPBCT, together with all and singular the rights and appurtenances pertaining to said property, including any mineral rights, title, and interest of City in and to adjacent streets, alleys, or rights-of-way, and any improvements, fixtures, and personal property situated on and attached to City Tract, save and except the reservations contained in this Agreement (all of the property, rights, and appurtenances that City agrees to convey are referred to herein as "City Property").

(b) Subject to the terms, provisions, and conditions set forth in this Agreement, the WPBCT agrees to convey the surface estate of WPBCT Tract to City together with all and singular the rights and appurtenances pertaining to said property, including any mineral rights, title, and interest of the WPBCT in and to adjacent streets, alleys, or rights-of-way, and fixtures, and personal property situated on and attached to WPBCT Tract, save and except the reservations contained in this Agreement (all of the property, rights, and

appurtenances that the WPBCT agrees to convey are referred to herein as “WPTBCT Property”).

1.2 Consideration for Exchange. It is stipulated and agreed that the mutual promises, covenants and undertakings contained herein represent good, valuable and sufficient consideration for this Agreement.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF City

City represents and warrants to the WPBCT following:

2.1 Organization. City is a Type A General Law municipality and is duly qualified and authorized to enter into this Agreement.

2.2 Power and Authority. City has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyances described in Article 1.1 and the relocations and other activities described in Article 9. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of City. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of any agreement or instrument to which City is a party or by which City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to City.

2.3 Binding Obligation. This Agreement has been duly executed and delivered on behalf of City. Subject to the terms and conditions set forth herein, this Agreement constitutes a legal, valid, and binding obligation of City.

2.4 Legal Actions. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or, to the best of City’s knowledge, threatened in any court or governmental agency against all or any part of City Property.

2.5 Validity at Closing. The representations and warranties of City shall be true on the date of the Closing.

2.6 Title. City now has and will have on the Closing Date good and indefeasible title in fee simple to the City Property subject to the provisions of the Special Warranty Deed to WPBCT, and no other party, except as herein set forth, will have any rights in, or to acquire, the City Property.

2.7 Pending Actions. To the best of City’s actual knowledge, there are no actions, suits, claims, assessments or proceedings pending or, to the knowledge of City, threatened which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the City Property or any part thereof, or which could in any way interfere with the consummation of the transactions contemplated by this Contract.

2.8 Condemnation. City has received no actual notice of any condemnation or eminent domain proceedings or negotiations for the purchase of any of the City Property and, to the best of City's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the City Property or any part thereof.

2.9 Pending Work. At Closing, there will be no unpaid bills or claims in connection with any work by or on behalf of City on the City Property.

2.10 Notices. City has received no actual notice of any violation of any law, municipal ordinance or other governmental requirement, including, without limitation, subdivision and environmental regulations, affecting any of the City Property except as specified in this Contract or in documents provided to WPBCT.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES OF THE WPBCT

The WPBCT represents and warrants to City following:

3.1 Organization. The WPBCT is a Texas nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, duly qualified to carry on its business in the State of Texas. WPBCT is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code nor are any of the parties comprising or owning WPBCT if WPBCT is a corporation, partnership, joint venture, trust or other type of business association.

3.2 Power and Authority. The WPBCT has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyances described in Article 1.1. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been or will be duly and validly authorized by all requisite action on the part of the WPBCT. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of any agreement or instrument to which the WPBCT is a party or by which the WPBCT is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the WPBCT.

3.3 Binding Obligation. This Agreement has been duly executed and delivered on behalf of the WPBCT. Subject to the terms and conditions set forth herein, this Agreement constitutes a legal, valid, and binding obligation of the WPBCT.

3.4 Legal Actions. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or, to the best of the WPBCT's knowledge, threatened in any court or governmental agency against all or any part of WPBCT Property.

3.5 Validity at Closing. The representations and warranties of the WPBCT shall be true on the date of the Closing.



3.6 Title. WPBCT now has and will have on the Closing Date good and indefeasible title in fee simple to the WPBCT Property subject to the provisions of the Special Warranty Deed to City, and no other party, except as herein set forth, has any rights in, or to acquire, the WPBCT Property.

3.7 Pending Actions. To the best of WPBCT's actual knowledge, there are no actions, suits, claims, assessments or proceedings pending or, to the knowledge of WPBCT, threatened which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the WPBCT Property or any part thereof, or which could in any way interfere with the consummation of the transactions contemplated by this Contract.

3.8 Condemnation. WPBCT has received no actual notice of any condemnation or eminent domain proceedings or negotiations for the purchase of any of the WPBCT Property in lieu of condemnation and, to the best of WPBCT's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the WPBCT Property or any part thereof.

3.9 Pending Work. At Closing, there will be no unpaid bills or claims in connection with any work by or on behalf of WPBCT on the WPBCT Property.

3.10 Notices. WPBCT has received no actual notice of any violation of any law, municipal ordinance or other governmental requirement, including, without limitation, subdivision and environmental regulations, affecting any of the WPBCT Property except as specified in this Contract or in documents provided to City.

#### **ARTICLE 4**

##### **SURVEY, INSPECTION, AND TITLE TO CITY PROPERTY**

4.1 Survey and Phase II. The City will provide to WPBCT a survey of City Property ("City Survey") and a Phase II Environmental Study of City Property ("City Phase II"), both at its own cost and expense within thirty (30) business days of the Effective Date.

4.2 Inspection. Beginning on the Effective Date of this Agreement, the WPBCT shall have the right to:

- (a) enter and inspect all or any part of City Property;
- (b) conduct soil analysis, core drilling, or other tests of the surface or subsurface of City Property, provided that the tests do not unreasonably interfere with City's use of City Property; and
- (c) make such other inspections of City Property and matters related thereto as the WPBCT may determine are reasonably necessary.

Provided, however, that if the WPBCT wishes to inspect any part of City Property consisting of Existing Sewer Facilities, WPBCT and its agents and contractors shall be accompanied at all times by City personnel, shall abide by all reasonable restrictions and requirements of City, and all applicable laws, rules and regulations. The WPBCT agrees to give City reasonable notice prior to performing such inspections. City agrees to reasonably cooperate with the WPBCT's inspection(s) of City Property. In the event that any inspection conducted by and provided to WPBCT reveals any fact, matter or condition to exist with respect to City Property that is unacceptable to the WPBCT in its sole and absolute discretion or for no reason at all, the WPBCT, upon written notice to City, shall be entitled to terminate this Agreement by providing written notice of termination to City prior to the Closing, and thereafter the parties shall have no further liability or obligation hereunder.

4.3 Commitment. Within twenty (20) business days after the Effective Date of this Agreement, City shall, at its sole cost and expense, cause to be furnished to the WPBCT a Commitment for Title Insurance ("City Commitment") issued by Reunion Title, Attn: Pat Martin; 5060 E. I-20, South Service Road, Willow Park, Texas 76087, email: [pcmartin@reuniontitle.com](mailto:pcmartin@reuniontitle.com) (the "Title Company") setting forth the state of the title to City Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting City Property which would appear in an Owner's Title Policy, if issued. Along with such Commitment, City shall also furnish WPBCT, at City's sole cost and expense, with true, legible copies of all documents ("City Title Documents") affecting the title to City Property, including all those referenced in the Commitment.

4.4 Review of Survey and Commitment; the WPBCT Objections. In the event any matters reflected in the City Commitment, City Title Documents, City Phase II, or City Survey applicable to City Property (other than the standard printed exceptions) are unacceptable to the WPBCT, then the WPBCT shall, within twenty (20) business days after the WPBCT's receipt of the last of such City Commitment, City Phase II, City Survey and City Title Documents (such twenty (20) business day period is referred to as the "WPBCT Objection Period"), notify City in writing of all unacceptable matters (the "WPBCT Objections"), provided that the WPBCT shall not be required to object to Schedule C items in the Commitment, which shall be deemed to be WPBCT Objections. City will have sixty (60) business days from receipt of the WPBCT's notice to notify the WPBCT in writing whether City agrees to cure the WPBCT Objections before Closing (such notice referred to as the "City Cure Notice"). If City does not timely give the City Cure Notice or timely gives the City Cure Notice but does not agree to cure all of the WPBCT Objections before Closing, the WPBCT may, within twenty (20) business days after the deadline for the giving of the City Cure Notice, notify City in writing that this Agreement is terminated, and thereafter the WPBCT shall have no further liability or obligation hereunder. If such notice of termination is not delivered to City within such twenty (20) business day period, the WPBCT shall be deemed to have accepted such title as City can deliver. Any exceptions to title or other matters reflected by the Survey, the Commitment (with the exception of Schedule C items, which shall be deemed to be WPBCT Objections) or the Title Documents (i) to which the WPBCT does not object within the WPBCT Objection Period or (ii) to which the WPBCT objects but which City does not agree to cure, shall be deemed to be Permitted Exceptions (herein so called), subject in the latter case, however, to the WPBCT's right of termination as hereinabove provided.

With respect to matters, defects, conditions or exceptions first brought to the attention of WPBCT in a revised Title Commitment delivered to WPBCT on or after the WPBCT Objections are delivered in accordance with the preceding paragraph, WPBCT shall have a period of ten (10) business days following delivery of such revised City Commitment to notify City in writing of any additional objections regarding only such new matters not addressed in the original City Commitment. City shall, within five (5) business days after receipt of WPBCT's additional notice to City of the additional objections, notify WPBCT in writing that: (i) City will cure or remove all such additional objections prior to the Closing Date, or (ii) City will not cure or remove all such additional objections. In the event City fails to deliver the foregoing notice with respect to all or any of the additional objections, City shall be deemed to have elected option (ii) above with respect to any such additional objections. If City elects or is deemed to have elected not to cure any or all of the additional objections, WPBCT shall have the right either (a) to terminate this Agreement by delivering written notice to City in accordance with this Agreement on or before the scheduled Closing Date or within three (3) days of City's delivery of written notice to WPBCT that it will not cure Non-Permitted Encumbrances, whichever occurs first, and in such event WPBCT may elect to continue with this Agreement subject to the Non Permitted Encumbrances (in which event City shall have no further obligations or liabilities with respect to the Non-Permitted Encumbrances City has refused to cure). In the event that WPBCT makes any additional objections less than five days before the Closing Date, the Closing Date will automatically be extended for a reasonable time sufficient to allow City the five-day period referenced above. If City elects to cure any of WPBCT's additional objections, City is entitled to an additional Cure Period, as provided above.

## **ARTICLE 5**

### **SURVEY, INSPECTION, AND TITLE TO WPBCT PROPERTY**

5.1 Survey and Phase II. The WPBCT will provide to City a survey of WPBCT Property ("WPBCT Survey") and a Phase II Environmental Study ("WPBCT Phase II"), both at its own cost and expense within thirty (30) business days of the Effective Date.

5.2 Inspection. Beginning on the Effective Date of this Agreement, City all have the right to:

- (a) enter and inspect all or any part of WPBCT Property;
- (b) conduct soil analysis, core drilling, or other tests of the surface or subsurface of WPBCT Property, provided that the tests do not unreasonably interfere with the WPBCT's use, if any, of WPBCT Property;
- (c) conduct an inventory of all personal property and fixtures on WPBCT Property; and
- (d) make such other inspections of WPBCT Property and matters related thereto as City may determine are reasonably necessary.

City agrees to give the WPBCT reasonable notice prior to performing such inspections. The WPBCT agrees to reasonably cooperate with City's inspection(s) of WPBCT Property. In the event that any inspection conducted by City reveals any fact, matter or condition to exist with respect to WPBCT Property that is unacceptable to City in its sole and absolute discretion, or for no reason at all, City, upon written notice to the WPBCT, shall be entitled to terminate this Agreement by providing written notice of termination to the WPBCT prior to the Closing, and thereafter City shall have no further liability or obligation hereunder.

5.3 Commitment. Within twenty (20) business days after the date of this Agreement, the WPBCT shall, at the WPBCT's sole cost and expense, cause to be furnished to City a Commitment issued by Title Company ("WPBCT Commitment") setting forth the state of the title to WPBCT Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting WPBCT Property which would appear in an Owner's Title Policy, if issued. Along with such WPBCT Commitment, WPBCT shall also furnish City, at WPBCT's sole cost and expense, with true, legible copies of all documents ("WPBCT Title Documents") affecting the title to WPBCT Property, including all those referenced in the WPBCT Commitment.

5.4 Review of Survey and Commitment; the City Objections. In the event any matters reflected in the WPBCT Commitment, WPBCT Title Documents, WPBCT Phase II or WPBCT Survey applicable to WPBCT Property (other than the standard printed exceptions) are unacceptable to City, then City shall, within twenty (20) business days after City's receipt of the last of such WPBCT Survey, WPBCT Commitment, WPBCT Phase II, and WPBCT Title Documents (such twenty (20) business day period is referred to as the "City Objection Period"), notify the WPBCT in writing of all unacceptable matters (the "City Objections"), provided that City shall not be required to object to Schedule C items in the Commitment, which shall be deemed to be City Objections. The WPBCT will have sixty (60) business days from receipt of City's notice to notify City in writing whether the WPBCT agrees to cure the City Objections before Closing (such notice referred to as the "WPBCT Cure Notice"). If the WPBCT does not timely give the WPBCT Cure Notice or timely gives the WPBCT Cure Notice but does not agree to cure all of the City Objections before Closing, City may, within twenty (20) business days after the deadline for the giving of the WPBCT Cure Notice, notify the WPBCT in writing that this Agreement is terminated, and thereafter City shall have no further liability or obligation hereunder. If such notice of termination is not delivered to the WPBCT within such twenty (20) business day period, City shall be deemed to have accepted such title as the WPBCT can deliver. Any exceptions to title or other matters reflected by the Survey, the Commitment (with the exception of Schedule C items, which shall be deemed to be City Objections) or the Title Documents (i) to which City does not object within the City Objection Period or (ii) to which City objects but which the WPBCT does not agree to cure, shall be deemed to be Permitted Exceptions (herein so called), subject in the latter case, however, to City's right of termination as hereinabove provided.

With respect to matters, defects, conditions or exceptions first brought to the attention of City in a revised Title Commitment delivered to City on or after the City Objections are delivered in accordance with the preceding paragraph, City shall have a period of ten (10) business days following delivery of such revised City Commitment to notify WPBCT in writing of any additional objections regarding only such new matters not addressed in the original City Commitment.

WPBCT shall, within five (5) business days after receipt of City's additional notice to WPBCT of the additional objections, notify City in writing that: (i) WPBCT will cure or remove all such additional objections prior to the Closing Date, or (ii) WPBCT will not cure or remove all such additional objections. In the event WPBCT fails to deliver the foregoing notice with respect to all or any of the additional objections, WPBCT shall be deemed to have elected option (ii) above with respect to any such additional objections. If City elects or is deemed to have elected not to cure any or all of the additional objections, City shall have the right either (a) to terminate this Agreement by delivering written notice to WPBCT in accordance with this Agreement on or before the scheduled Closing Date or within three (3) days of WPBCT's delivery of written notice to City that it will not cure Non-Permitted Encumbrances, whichever occurs first, and in such event City may elect to continue with this Agreement subject to the Non Permitted Encumbrances (in which event WPBCT shall have no further obligations or liabilities with respect to the Non-Permitted Encumbrances City has refused to cure). In the event that City makes any additional objections less than five days before the Closing Date, the Closing Date will automatically be extended for a reasonable time sufficient to allow WPBCT the five-day period referenced above. If WPBCT elects to cure any of City's additional objections, WPBCT is entitled to an additional Cure Period, as provided above.

## ARTICLE 6

### USE OF PROPERTY

6.1 Use of City Property. During the period from the date of this Agreement to the date of the Closing, City shall:

- (a) use all reasonable efforts to cause City Property to be used, maintained, and operated in a manner consistent with a sewer treatment facility; and
- (b) promptly notify the WPBCT of any suit, action, or any legal proceeding involving all or any part of City Property that arises prior to the date of the Closing with respect to which City receives actual notice.

6.2 Use of WPBCT Property. During the period from the date of this Agreement to the date of the Closing, the WPBCT shall:

- (a) use all reasonable efforts to cause WPBCT Property to be used, maintained, and operated in a manner consistent with the use of WPBCT Property on the date of this Agreement; and
- (b) promptly notify City of any action, suit, or any legal proceeding involving all or any part of WPBCT Property that arises prior to the date of the Closing with respect to which the WPBCT receives actual notice.

## ARTICLE 7

### RESERVATIONS AND CONDITION OF PROPERTY

7.1 Existing Sewer Facilities. City shall remove or cause to be removed from City Property as provided in Article 10 hereinbelow, all Existing Sewer Facilities and other personal property, improvements, fixtures and equipment located in, upon or under City Property post-closing no later than six (6) months following the completion of a new sewer facility on the WPBCT Property. This obligation shall survive Closing.

7.2 Condition of Property.

(a) The WPBCT and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of City Property and matters related thereto as the WPBCT and its representatives desire. The WPBCT acknowledges and agrees that City Property is to be conveyed to and accepted by the WPBCT in an "as is" condition, with all faults. City makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of City Property; in particular, but without limitation, City makes no representations or warranties with respect to the use, condition, occupation or management of City Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). The WPBCT acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of City Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) City and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of WPBCT Property and matters related thereto as City and its representatives desire. City acknowledges and agrees that WPBCT Property is to be conveyed to and accepted by City in an "as is" condition, with all faults. The WPBCT makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of WPBCT Property; in particular, but without limitation, the WPBCT makes no representations or warranties with respect to the use, condition, occupation or management of WPBCT Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). City acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of WPBCT Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

**ARTICLE 8**  
**PREREQUISITES TO CLOSING**

Neither party shall be obligated to consummate this Agreement and continue to Closing unless all of the following have occurred:

8.1 The City shall have approved and complied with the terms and conditions of this Agreement;

8.2 City shall have obtained a loan from the Texas Water Development Board to fund construction of a new sewer treatment plant to be located and constructed on the WPBCT Property (the "TWDB Loan Approval").

8.3 The City Property shall be rezoned to "C" Commercial.

8.4 The Parties shall negotiate a lease agreement (the "Lease Agreement") for the City's continued use of a portion the City Property limited to the Existing Sewer Facilities with no expansion rights post-closing for a term not to exceed three (3) calendar years after Closing. WPBCT shall have the right to use and enjoy the remainder of the City Property not subject to the Lease Agreement immediately post-closing. Terms of the lease agreement shall include the City's obligation to remove the Existing Sewer Facilities and all underground infrastructure from the City Property, conducting a Phase II Property Condition Report post demolition and/or removal of the Existing Sewer Facilities, a security deposit from the City to provide for the cost of such demolition and remediation obligations, and any necessary remediation of the City Property required for WPBCT's use, development, and enjoyment of the City Property.

8.5 The City shall have obtained an easement, which may be delivered at Closing from the necessary parties adjacent to the WPBCT Property to provide for a 150-foot environmental buffer from the proposed New Sewer Facility, as defined herein, to comply with Texas Commission on Environmental Quality Location Standards.

Should any of the foregoing items listed in this Article 8 fail to occur, either party may terminate this Agreement prior to Closing and both parties will be responsible for their own costs and attorney's fees.

**ARTICLE 9**  
**CLOSING**

9.1 Conditions to City's Obligations at Closing. At the Closing following shall be true and correct:

(a) all representations and warranties of the WPBCT in this Agreement shall be true in all material respects; and

(b) the WPBCT shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

9.2 Conditions to the WPBCT's Obligations at Closing. At the Closing following shall be true and correct:

(a) approval of the terms and conditions of this Agreement by the Board of Directors of the WPBCT;

(b) all representations and warranties of City in this Agreement shall be true in all material respects; and

(c) City shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

9.3 Date of Closing. The closing ("Closing") shall occur on or before sixty (60) days after the City receives written confirmation of the TWDB Loan Approval, unless otherwise agreed to by the parties. All conditions of Article 8 and Article 9 must have been satisfied unless a condition is waived by the non-obligated party in writing. However, notwithstanding anything contained in this Agreement to the contrary, in the event that all conditions have not been met on or before May 31, 2021, then this Agreement shall terminate and be of no further force or effect unless the Closing date is extended by the mutual agreement of the parties.

9.4 Place of Closing. The Closing shall be held at the offices of the Title Company and neither party shall be obligated to attend in person.

9.5 Obligations at Closing. At the Closing the following events shall occur, each being a condition precedent to the other events and each being deemed to have occurred simultaneously with the other events:

(a) City shall deliver to the WPBCT a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to the surface estate only of all of City Property, "as is, where is," free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions and the reservations described in Article 7 of this Agreement;

(b) City shall deliver to the WPBCT a Texas Owner's Title Policy, at City's sole expense, issued by Title Company in the WPBCT's favor in the full amount of the value of City Property, insuring the WPBCT's fee simple title to City Property subject only to those title exceptions listed in subsection (a) above, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(i) the boundary and survey exceptions shall be deleted; and

(ii) the exception as to restrictive covenants shall be endorsed "None of Record";

(c) City shall deliver to the WPBCT possession of City Property, subject to the Lease Agreement; and



(d) the WPBCT shall deliver to City a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to the surface estate, “as is, where is,” only of all of WPBCT Property free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions and post-closing obligations;

(e) WPBCT shall deliver and grant a 150-foot environmental buffer easement as shown on the Exhibit “C” to the City, at no cost to WPBCT and the City if a form to be negotiated and executed by both parties.

(f) WPBCT shall deliver and grant a twenty foot (20’) wide easement or such width as agreed to by the parties to the existing discharge point through WPBCT’s remainder property as further depicted on Exhibit “C”, at no cost to the City wherein said easement the City shall agree to locate its utility lines underground under existing and proposed public streets adjoining WPBCT Property and the City Property.

(g) the WPBCT shall deliver to City a Texas Owner’s Title Policy, at the WPBCT’s sole expense, issued by Title Company in City’s favor in the full amount of the value of the WPBCT Property, insuring City’s fee simple title to the WPBCT Property subject only to those title exceptions listed in subsection (d) above, and the standard printed exceptions contained in the usual form of Texas Owner’s Title Policy, provided, however;

(i) the boundary and survey exceptions shall be deleted; and

(ii) the exception as to restrictive covenants shall be endorsed, “None of Record”;

(h) the WPBCT shall deliver to City possession of WPBCT Property, subject to the reservations described in this Agreement and subject to the Permitted Exceptions; and

(i) each party shall sign and deliver a written statement to the City that the Closing has occurred and that both parties have fulfilled all obligations under this Agreement through the date of said Closing.

9.6 Taxes. Ad valorem taxes and applicable special assessments, if any, shall be prorated at the Closing effective as of the Closing Date, based on currently available information and shall not be thereafter adjusted. City shall be solely responsible for all prorated taxes and assessments applicable to City Property. The WPBCT shall be solely responsible for all prorated taxes and assessments applicable to the WPBCT Property.

## ARTICLE 10

### POST-CLOSING OBLIGATIONS

10.1 Construction of New Sewer Facilities on WPBCT Property. The City shall within three (3) years construct a new sewer plant on the WPBCT Property (the “New Sewer Facility”). The City is responsible, at City’s sole cost and expense, for constructing an extension to J.D. Towle

Road and necessary utilities to serve the New Sewer Facility at no cost to WPBCT. WPBCT has no obligation with respect to the road extension and utilities except conveying the right-of-way to the City.

10.2 Remediation of City Property. Within six (6) months after completion of the New Sewer Facility, City will demolish the Existing Sewer Facilities plant on the City Property, perform a new Phase II environmental study at City's cost and expense post-demolition and provide the study to WPBCT. City shall remediate the City Property post demolition of the existing sewer treatment facility to make it suitable for commercial development, at City's sole cost and expense, obtain all required governmental or administrative approvals of the remediation, and create a sinking fund for future potential claims from remediation claims of third parties.

All of the obligations of this Article 10 shall survive Closing.

**ARTICLE 11**  
**NO BROKERS**

City and the WPBCT each represent and warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution and delivery of this Agreement and City and the WPBCT each agree to hold the other harmless from all liabilities arising from a breach of the representation and warranty made by such party herein, including, without limitation, attorneys' fees and related court costs.

**ARTICLE 12**  
**TERMINATION & REMEDIES**

12.1 Termination by City. City may terminate this Agreement in the event the conditions stated in this Agreement have not been satisfied in all material respects or waived on the date of the Closing.

12.2 Termination by the WPBCT. The WPBCT may terminate this Agreement in the event the conditions stated this Agreement have not been satisfied in all material respects or waived on the date of the Closing.

12.3 City's Default. If City fails or refuses to consummate the exchange pursuant to this Contract after the end of the Inspection Period for any reason other than a breach by WPBCT of its representations, warranties or agreements hereunder, then WPBCT, may, as its sole and exclusive remedy, terminate this Contract by notifying City thereof.

12.4 WPBCT's Default. If WPBCT fails or refuses to consummate the exchange pursuant to this Contract after the end of the Inspection Period for any reason other than a breach by City of its representations, warranties or agreements hereunder, then City may, as its sole and exclusive remedy, terminate this Contract by notifying WPBCT thereof.

12.5 Termination. If City or WPBCT terminates this Contract pursuant to a right granted to City or WPBCT hereunder to do so, then neither party will have any further rights, duties or

obligations hereunder, except the rights, duties or obligations that expressly survive termination or Closing.

**ARTICLE 13**  
**MISCELLANEOUS**

13.1 Assignment of Contract. This Agreement may not be assigned by either party without the prior written consent of the other party. Any unauthorized purported assignment or delegation of any duties hereunder, without the prior written consent of the other party, shall be void and shall constitute a material breach of this Agreement wherein the non-assigning party may immediately terminate this Agreement.

13.2 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been made when personally delivered by hand or via the emails listed below, or if mailed, when received by the following person at the indicated address:

(a) to City: City of Willow Park  
Bryan Grimes, City Manager  
Willow Park City Hall  
516 Ranch House Road  
Willow Park, Texas 76087  
Email: \_\_\_\_\_

With a copy to: William P. Chesser  
Attorney at Law  
P.O. Box 983  
Brownwood, Texas 76804  
Email: patchesserlaw@yahoo.com

(b) to the WPBCT: Willow Park Baptist Church of Texas  
Attn: Clark Boshier  
129 S. Ranch House Road  
Willow Park, Texas 76008  
Email: clark@willoparkbaptist.org

With a copy to: Marcella Olson  
Pope, Hardwicke, Christie, Schell, Kelly & Taplett,  
L.L.P.  
500 West 7th Street, Suite 600/Unit 9  
Fort Worth, Texas 76102  
Email: molson@popehardwicke.com

13.3 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any litigation arising from this Agreement shall be in Parker County, Texas.

13.4 Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.

13.5 Severability of Provisions. To the extent permitted by law, a holding by any court that any provision in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this Agreement.

13.6 No Limitation of Remedies. Nothing in this Agreement shall be construed to limit any legal or equitable remedy of the parties, except that in no event may either party seek specific performance of this Agreement.

13.7 Prior Agreements Superseded. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

13.8 Expenses. Except as otherwise provided in this Agreement, all fees, costs, and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost, or expense.

13.9 Amendments and Waivers. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by City and the WPBCT. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, and may be signed and transmitted by facsimile or by scan and attachment to an email transmission. Such signatures shall be considered an original signature, and the agreement transmitted shall be considered to have the same binding legal effect as an original signature on the Agreement.

13.11 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, City does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

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

13.13 Deadlines. All deadlines in this Agreement expire at 5:00 P.M. local time. If a deadline falls on a Saturday, Sunday, or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or local holiday. A local holiday is a holiday observed by the county courts of Parker County, Texas.

13.15 Survival. The provisions of Articles 9, 10, 11 and 13.15 shall survive the Closing.

13.16 Conflict with Sealed Bid. Nothing contained in the Agreement shall amend or modify any term or condition contained in the Sealed Bid from WPBCT and in the event of conflict between any term or condition in this Agreement and any term or condition in the Sealed Bid, the Sealed Bid shall prevail.

13.17 Waiver of Claims. WPBCT waives any claim WPBCT has or may have against the City of Willow Park, and the City's respective employees and representatives for the award of damages or attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any bid, waiver, deletion or amendment of any requirements acceptance or rejection of any bids, and award of a bid through the Effective Date of this Agreement.

EXECUTED to be effective as of the date set forth in the preamble to this Agreement.

**City:**

City of Willow Park

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

Its: \_\_\_\_\_

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

**WPBCT:**

Willow Park Baptist Church of Texas,  
a Texas nonprofit corporation

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

Its: \_\_\_\_\_

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

**Exhibit "A"**  
**City Property**

**LEGAL DESCRIPTION**  
**6.35 ACRE WILLOW PARK SEWER PLANT SITE**

Being a 6.35 acre tract situated in the WESLEY FRANKLIN SURVEY, ABSTRACT NO.468, Parker County, Texas and being a portion of that certain condemnation tract to the City of Willow Park, Texas recorded in Docket No 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996 and all of that certain 0.77 acre parcel conveyed to City of Willow Park, Texas by Willow Park Baptist Church of Texas as recorded in Clerk Document No. 201829357, Deed Records Parker County, Texas and being more particularly described as follows.

COMMENCING at a point in the east line of Crown Pointe Boulevard for the northwest corner of Lot 2, Block B, Crown Point Addition Phase II, an addition to Willow Park, Texas as recorded in Cabinet D, Slide 232, Plat Records Parker County, Texas.

Thence North 42°30'00" West with the east line of Crown Pointe Boulevard a distance 392.13 feet to the Point of Beginning;

Thence North 42°30'00" West with the Crown Pointe Boulevard east line a distance of 220.97 feet to a point for the beginning of a curve to the right having a radius of 720.00 feet, a central angle of 42°30'00", and a long chord which bears North 21°15'00" West, 521.91 feet;

Thence along said curve to the right and east line of Crown Pointe Boulevard an arc distance of 534.07 feet to a point;

Thence North 00°00'00" East with the Crown Pointe Boulevard east line a distance of 97.21 feet to a point in the north line of said Franklin Survey and the south line of the Patricia G. Chenault tract as recorded in Volume 1585, Page 348, Deed Records Parker County, Texas;

Thence North 89°00'36" East with the north line of said Franklin Survey and the south line of said Chenault tract a distance of 477.63 feet to a point;

Thence South 00°23'41" West a distance of 636.05 feet to a point;

Thence South 48°36'13" West a distance of 179.60 feet to the Point of Beginning and Containing 276,744 square feet, 6.35 acres of land, more or less.

## **Exhibit "B"**

### **WPBCT Property**

BEING 8.60 acres situated in the WESLEY FRANKLIN SURVEY, Abstract No. 468, City of Willow Park, Parker County, Texas, being a portion of that certain tract of land described in deed to Willow Park Baptist Church of Texas, recorded in Volume 2896, Page 403, County Clerk, Records, Parker County, Texas, being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northeasterly line of Crown Pointe Boulevard (A Dedicated 80' Public Right-of-Way), being the west 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 Cabinet D, Slide 232, Plat Records, Parker County, Texas;

THENCE N 42°30'00" W, along the northeasterly line of said Crown Pointe Boulevard, a distance of 60.00 feet to a point at the most westerly southwest corner of the herein described tract;

THENCE N 47°30'00" E, leaving the northeasterly line of said Crown Pointe Boulevard, being a distance of 60.00 feet northwest of and parallel to the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to a point;

THENCE N 60°27'16" E, a distance of 329.81 feet to a point in the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of the Clear Fork Trinity River;

THENCE along the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of said Clear Fork Trinity River, as follows:

S 48°48'55" E, a distance of 181.64 feet to a point;

N 71°14'08" E, a distance of 225.01 feet to a point;

S 72°01'15" E, a distance of 133.71 feet to a point;

S 41°31'46" E, a distance of 178.63 feet to a point;

S 35°12'35" E, a distance of 148.76 feet to a point at the most north, northwest corner of Lot 1R, Block A, THE VILLAGE AT CROWN PARK, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 363, Plat Records, Parker County, Texas;

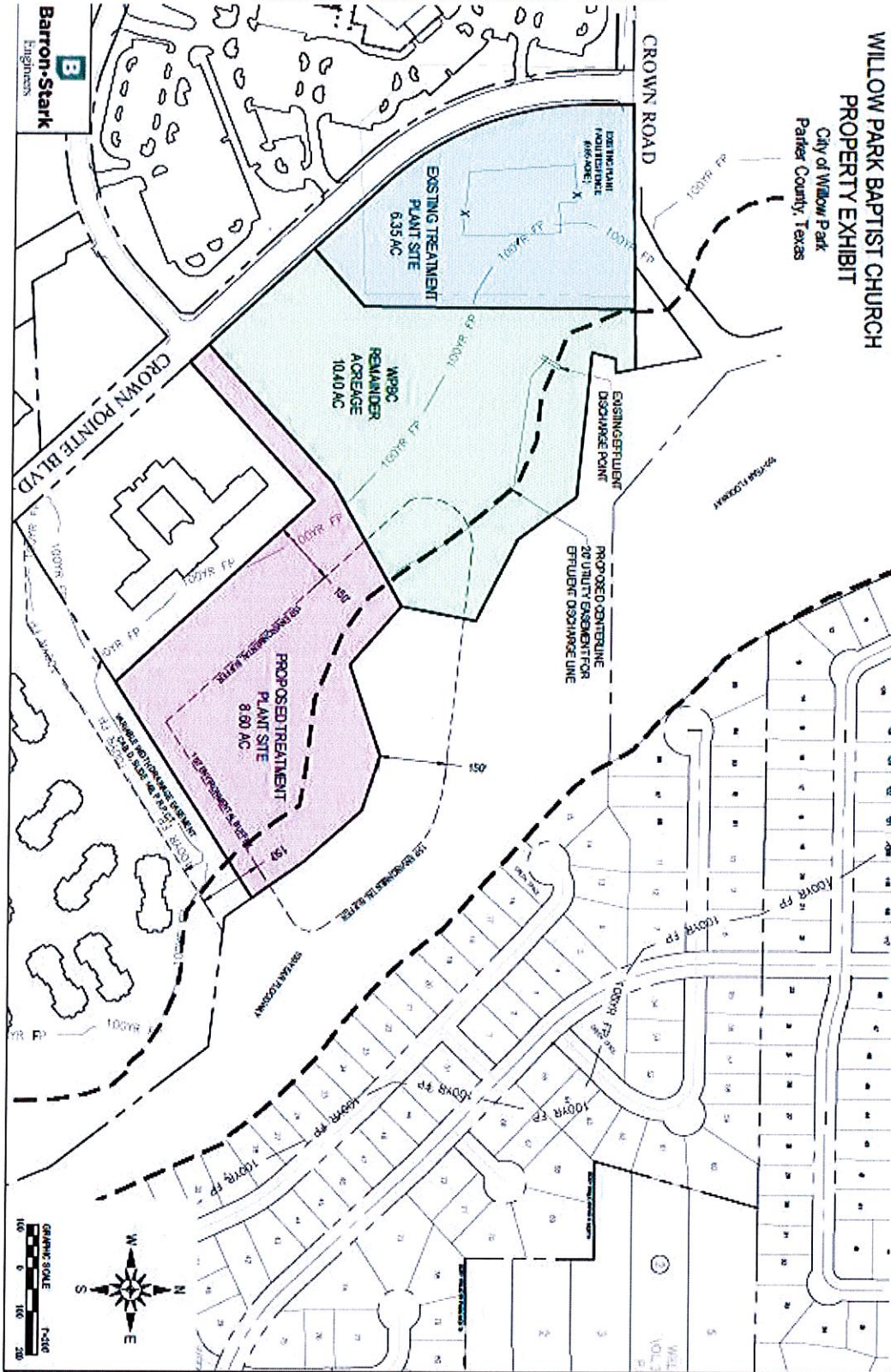
THENCE S 56°58'07" W, along the northwesterly line of said Lot 1R, Block A, a distance of 599.52 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the east corner of said Lot 2, Block E;

THENCE N 42°30'00" W, along the northeasterly line of said Lot 2, Block B, a distance of 628.93 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the north corner of said Lot 2, Block B;

THENCE S 47°30'00" W, along the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to the POINT OF BEGINNING and containing 8.60 acres (374,479 square feet) of land, more or less.

# Exhibit "C" EASEMENT DESCRIPTIONS

WILLOW PARK BAPTIST CHURCH  
PROPERTY EXHIBIT  
City of Willow Park  
Parker County, Texas





4325 E Ih 20, TX, Parker County

Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	2,453,517	N/A
Baths	Yr Built	Type	Sale Date
N/A	N/A	AGR LND	N/A

OWNER INFORMATION

Owner Name	Willow Park Baptist Church Oftexas	Tax Billing Zip	76008
Tax Billing Address	129 S Ranch House Rd	Tax Billing Zip+4	2649
Tax Billing City & State	Willow Park, TX	Owner Occupied	No

LOCATION INFORMATION

Location City	Willow Park	MLS Sub Area	1
School District	Aledo ISD	Census Tract	1404.07
School District Code	AI		

TAX INFORMATION

Tax ID	R000101794	Parcel ID	R000101794
Alternate Tax ID	2046800800050		
Legal Description	ACRES: 56.325 ABST: 468 SURVEY: FRANKLIN WESLEY		

ASSESSMENT & TAX

Assessment Year	2019	2018	2017
Assessed Value - Total	\$2,590	\$3,020	\$3,020
Assessed Value - Land	\$2,590	\$3,020	\$3,020
YOY Assessed Change (\$)	-\$430	\$0	\$3,020
YOY Assessed Change (%)	-14.24%	0%	
Market Value - Total	\$3,189,570	\$3,354,360	\$3,354,360
Market Value - Land	\$3,189,570	\$3,354,360	\$3,354,360

Tax Year	Total Tax	Change (\$)	Change (%)
2017	\$83		
2018	\$83	-\$0	-0.24%
2019	\$68	-\$15	-18.47%

Jurisdiction	Tax Amount	Tax Type	Tax Rate
Aledo ISD	\$38.68	Actual	1.4933
College	\$2.98	Actual	.11495
City Of Willow Park	\$13.90	Actual	.5367
Hospital	\$2.78	Actual	.1074
Parker Co Lateral Road	\$1.93	Actual	.0747
Parker Co General	\$7.35	Actual	.28392
Total Estimated Tax Rate			2.611

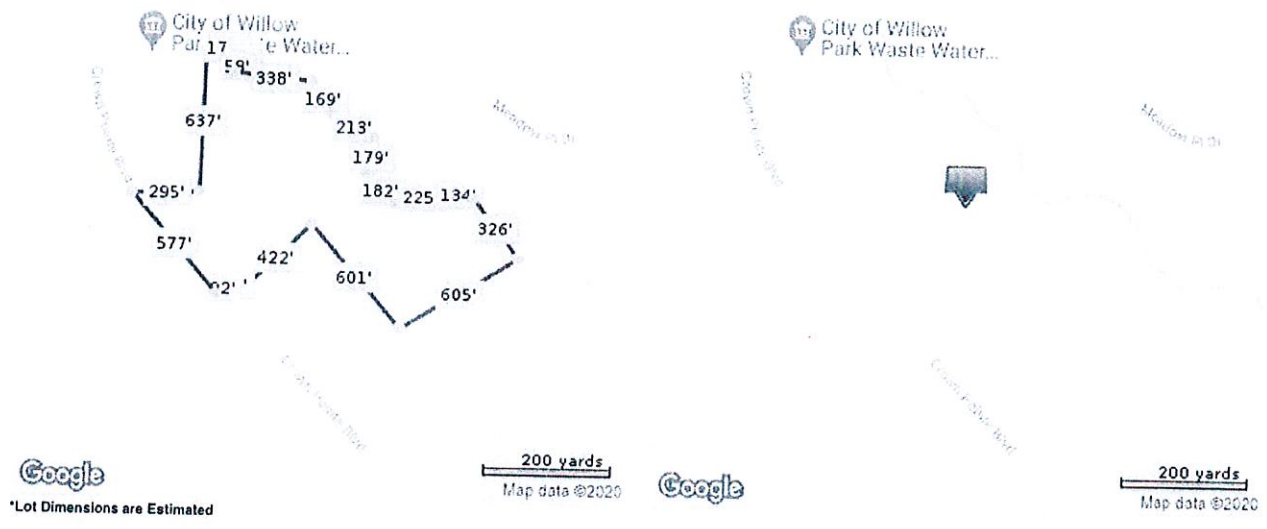
CHARACTERISTICS

Land Use - Corelogic	Agricultural Land	Estimated Lot Acres	56.325
Land Use - State	Acreage	Estimated Lot Sq Ft	2,453,517

ESTIMATED VALUE

Value As Of	09/06/2020
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PROPERTY MAP



**CITY OF WILLOW PARK**

**BID FORM**

**Exchange of  
Real Property**

Property\* to be Exchanged

Property size and location:

Approximate address is IH 20 4325 E

8.60 acres more particularly described on the attached Exhibit "A"; map property in Exchange Agreement

\* for property to be exchanged a legal description, map and appraisal must be attached to this bid form

**Check One:**

  X   Bidder is not represented by a broker or real estate agent

           Bidder is represented by the following broker or real estate agent:

Name: \_\_\_\_\_

Address \_\_\_\_\_

License No.: \_\_\_\_\_

**Certifications:**

Initial: EB The undersigned certifies that the property offered for exchange in this bid and all information submitted has been carefully reviewed and is submitted as correct and final. Bidder further certifies and agrees to complete the exchange in compliance with the conditions stated in the Request for Sealed Bids. Further, bidder certifies that it has the cash or pre-approved credit to pay to remove all liens and encumbrances on the property offered and/or is the unencumbered owner of the property offered in exchange.

Initial: EB The undersigned certifies that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been

for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to influence any person or persons to bid or not to bid thereon.

Initial: CB The undersigned acknowledges that receipt of responses does not require the City to accept any bid, enter a contract or to complete a sale or exchange. Any and all bids may be rejected.

Name of Bidder: Willow Park Baptist Church of Texas  
Address of Bidder: 129 S. Ranch House Road, Willow Park, TX 76008

Telephone Number: (817) 441-1596 Fax: (817) 441-1593

E-mail address: clark@willowparkbaptist.org

By: Clark Boshier (Print name)

Title: Pastor Federal ID #/SSN #: 75-2561447

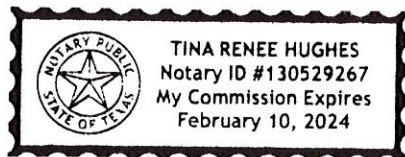
Signature: Clark Boshier

STATE OF TEXAS §

COUNTY OF PARKER §

BEFORE ME, the undersigned authority, on this day personally appeared Clark Boshier, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of September, 2020.



Tina Renee Hughes  
Notary Public, State of Texas

Exhibit "A"

BEING 8.60 acres situated in the WESLEY FRANKLIN SURVEY, Abstract No. 468, City of Willow Park, Parker County, Texas, being a portion of that certain tract of land described in deed to Willow Park Baptist Church of Texas, recorded in Volume 2896, Page 403, County Clerk, Records, Parker County, Texas, being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northeasterly line of Crown Pointe Boulevard (A Dedicated 80' Public Right-of-Way), being the west 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 Cabinet D, Slide 232, Plat Records, Parker County, Texas;

THENCE N 42°30'00" W, along the northeasterly line of said Crown Pointe Boulevard, a distance of 60.00 feet to a point at the most westerly southwest corner of the herein described tract;

THENCE N 47°30'00" E, leaving the northeasterly line of said Crown Pointe Boulevard, being a distance of 60.00 feet northwest of and parallel to the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to a point;

THENCE N 60°27'16" E, a distance of 329.81 feet to a point in the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of the Clear Fork Trinity River;

THENCE along the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of said Clear Fork Trinity River, as follows:

S 48°48'55" E, a distance of 181.64 feet to a point;

N 71°14'08" E, a distance of 225.01 feet to a point;

S 72°01'15" E, a distance of 133.71 feet to a point;

S 41°31'46" E, a distance of 178.63 feet to a point;

S 35°12'35" E, a distance of 148.76 feet to a point at the most north, northwest corner of Lot 1R, Block A, THE VILLAGE AT CROWN PARK, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 363, Plat Records, Parker County, Texas;

THENCE S 56°58'07" W, along the northwesterly line of said Lot 1R, Block A, a distance of 599.52 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the east corner of said Lot 2, Block E;

THENCE N 42°30'00" W, along the northeasterly line of said Lot 2, Block B, a distance of 628.93 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the north corner of said Lot 2, Block B;

THENCE S 47°30'00" W, along the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to the POINT OF BEGINNING and containing 8.60 acres (374,479 square feet) of land, more or less.

## REAL PROPERTY EXCHANGE AGREEMENT

THIS REAL PROPERTY EXCHANGE AGREEMENT (the "Agreement") is entered into by and between the Willow Park Baptist Church of Texas, a Texas nonprofit corporation (referred to herein as the "WPBCT") and the City of Willow Park, Texas, a Type A General Law municipality ("City"), dated to be effective as of \_\_\_\_\_, 2020 (the "Effective Date").

WHEREAS, City owns fee simple title to that certain real property described in Exhibit "A" attached hereto (hereafter, "City Tract"), on which it has constructed and operates a certain sewer treatment plant and related facilities (the "Existing Sewer Facilities");

WHEREAS, the WPBCT owns fee simple title to that certain real property described in Exhibit "B" attached hereto (hereafter, "WPBCT Tract");

WHEREAS, City desires to construct new sewer facilities on the WPBCT Tract and subsequently relocate and/or demolish the Existing Sewer Facilities from the City Tract;

WHEREAS, as authorized by Chapter 272 of the Texas Local Government Code, and other applicable law and in accordance with the terms and conditions of this Agreement, WPBCT and City desire to exchange their respective interests in City Tract and WPBCT Tract and thereafter use such properties for authorized purposes; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and undertakings herein set forth and the recitals set forth above, which are not recitals only but form part of this Agreement, the WPBCT and City do covenant and agree as follows:

### ARTICLE 1

### EXCHANGE

#### 1.1 Agreement to Exchange.

(a) Subject to the terms, provisions, and conditions set forth in this Agreement, City agrees to convey the fee estate of City Tract to WPBCT, together with all and singular the rights and appurtenances pertaining to said property, including any mineral rights, title, and interest of City in and to adjacent streets, alleys, or rights-of-way, and any improvements, fixtures, and personal property situated on and attached to City Tract, save and except the reservations contained in this Agreement (all of the property, rights, and appurtenances that City agrees to convey are referred to herein as "City Property").

(b) Subject to the terms, provisions, and conditions set forth in this Agreement, the WPBCT agrees to convey the surface estate of WPBCT Tract to City together with all and singular the rights and appurtenances pertaining to said property, including any mineral rights, title, and interest of the WPBCT in and to adjacent streets, alleys, or rights-of-way, and fixtures, and personal property situated on and attached to WPBCT Tract, save and except the reservations contained in this Agreement (all of the property, rights, and

appurtenances that the WPBCT agrees to convey are referred to herein as “WPTBCT Property”).

1.2 Consideration for Exchange. It is stipulated and agreed that the mutual promises, covenants and undertakings contained herein represent good, valuable and sufficient consideration for this Agreement.

## **ARTICLE 2**

### **REPRESENTATIONS AND WARRANTIES OF City**

City represents and warrants to the WPBCT following:

2.1 Organization. City is a Type A General Law municipality and is duly qualified and authorized to enter into this Agreement.

2.2 Power and Authority. City has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyances described in Article 1.1 and the relocations and other activities described in Article 9. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of City. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of any agreement or instrument to which City is a party or by which City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to City.

2.3 Binding Obligation. This Agreement has been duly executed and delivered on behalf of City. Subject to the terms and conditions set forth herein, this Agreement constitutes a legal, valid, and binding obligation of City.

2.4 Legal Actions. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or, to the best of City’s knowledge, threatened in any court or governmental agency against all or any part of City Property.

2.5 Validity at Closing. The representations and warranties of City shall be true on the date of the Closing.

2.6 Title. City now has and will have on the Closing Date good and indefeasible title in fee simple to the City Property subject to the provisions of the Special Warranty Deed to WPBCT, and no other party, except as herein set forth, will have any rights in, or to acquire, the City Property.

2.7 Pending Actions. To the best of City’s actual knowledge, there are no actions, suits, claims, assessments or proceedings pending or, to the knowledge of City, threatened which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the City Property or any part thereof, or which could in any way interfere with the consummation of the transactions contemplated by this Contract.

2.8 Condemnation. City has received no actual notice of any condemnation or eminent domain proceedings or negotiations for the purchase of any of the City Property and, to the best of City's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the City Property or any part thereof.

2.9 Pending Work. At Closing, there will be no unpaid bills or claims in connection with any work by or on behalf of City on the City Property.

2.10 Notices. City has received no actual notice of any violation of any law, municipal ordinance or other governmental requirement, including, without limitation, subdivision and environmental regulations, affecting any of the City Property except as specified in this Contract or in documents provided to WPBCT.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES OF THE WPBCT

The WPBCT represents and warrants to City following:

3.1 Organization. The WPBCT is a Texas nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, duly qualified to carry on its business in the State of Texas. WPBCT is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code nor are any of the parties comprising or owning WPBCT if WPBCT is a corporation, partnership, joint venture, trust or other type of business association.

3.2 Power and Authority. The WPBCT has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyances described in Article 1.1. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been or will be duly and validly authorized by all requisite action on the part of the WPBCT. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of any agreement or instrument to which the WPBCT is a party or by which the WPBCT is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the WPBCT.

3.3 Binding Obligation. This Agreement has been duly executed and delivered on behalf of the WPBCT. Subject to the terms and conditions set forth herein, this Agreement constitutes a legal, valid, and binding obligation of the WPBCT.

3.4 Legal Actions. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or, to the best of the WPBCT's knowledge, threatened in any court or governmental agency against all or any part of WPBCT Property.

3.5 Validity at Closing. The representations and warranties of the WPBCT shall be true on the date of the Closing.



3.6 Title. WPBCT now has and will have on the Closing Date good and indefeasible title in fee simple to the WPBCT Property subject to the provisions of the Special Warranty Deed to City, and no other party, except as herein set forth, has any rights in, or to acquire, the WPBCT Property.

3.7 Pending Actions. To the best of WPBCT's actual knowledge, there are no actions, suits, claims, assessments or proceedings pending or, to the knowledge of WPBCT, threatened which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the WPBCT Property or any part thereof, or which could in any way interfere with the consummation of the transactions contemplated by this Contract.

3.8 Condemnation. WPBCT has received no actual notice of any condemnation or eminent domain proceedings or negotiations for the purchase of any of the WPBCT Property in lieu of condemnation and, to the best of WPBCT's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the WPBCT Property or any part thereof.

3.9 Pending Work. At Closing, there will be no unpaid bills or claims in connection with any work by or on behalf of WPBCT on the WPBCT Property.

3.10 Notices. WPBCT has received no actual notice of any violation of any law, municipal ordinance or other governmental requirement, including, without limitation, subdivision and environmental regulations, affecting any of the WPBCT Property except as specified in this Contract or in documents provided to City.

#### **ARTICLE 4**

##### **SURVEY, INSPECTION, AND TITLE TO CITY PROPERTY**

4.1 Survey and Phase II. The City will provide to WPBCT a survey of City Property ("City Survey") and a Phase II Environmental Study of City Property ("City Phase II"), both at its own cost and expense within thirty (30) business days of the Effective Date.

4.2 Inspection. Beginning on the Effective Date of this Agreement, the WPBCT shall have the right to:

- (a) enter and inspect all or any part of City Property;
- (b) conduct soil analysis, core drilling, or other tests of the surface or subsurface of City Property, provided that the tests do not unreasonably interfere with City's use of City Property; and
- (c) make such other inspections of City Property and matters related thereto as the WPBCT may determine are reasonably necessary.

Provided, however, that if the WPBCT wishes to inspect any part of City Property consisting of Existing Sewer Facilities, WPBCT and its agents and contractors shall be accompanied at all times by City personnel, shall abide by all reasonable restrictions and requirements of City, and all applicable laws, rules and regulations. The WPBCT agrees to give City reasonable notice prior to performing such inspections. City agrees to reasonably cooperate with the WPBCT's inspection(s) of City Property. In the event that any inspection conducted by and provided to WPBCT reveals any fact, matter or condition to exist with respect to City Property that is unacceptable to the WPBCT in its sole and absolute discretion or for no reason at all, the WPBCT, upon written notice to City, shall be entitled to terminate this Agreement by providing written notice of termination to City prior to the Closing, and thereafter the parties shall have no further liability or obligation hereunder.

4.3 Commitment. Within twenty (20) business days after the Effective Date of this Agreement, City shall, at its sole cost and expense, cause to be furnished to the WPBCT a Commitment for Title Insurance ("City Commitment") issued by Reunion Title, Attn: Pat Martin; 5060 E. I-20, South Service Road, Willow Park, Texas 76087, email: [pcmartin@reuniontitle.com](mailto:pcmartin@reuniontitle.com) (the "Title Company") setting forth the state of the title to City Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting City Property which would appear in an Owner's Title Policy, if issued. Along with such Commitment, City shall also furnish WPBCT, at City's sole cost and expense, with true, legible copies of all documents ("City Title Documents") affecting the title to City Property, including all those referenced in the Commitment.

4.4 Review of Survey and Commitment; the WPBCT Objections. In the event any matters reflected in the City Commitment, City Title Documents, City Phase II, or City Survey applicable to City Property (other than the standard printed exceptions) are unacceptable to the WPBCT, then the WPBCT shall, within twenty (20) business days after the WPBCT's receipt of the last of such City Commitment, City Phase II, City Survey and City Title Documents (such twenty (20) business day period is referred to as the "WPBCT Objection Period"), notify City in writing of all unacceptable matters (the "WPBCT Objections"), provided that the WPBCT shall not be required to object to Schedule C items in the Commitment, which shall be deemed to be WPBCT Objections. City will have sixty (60) business days from receipt of the WPBCT's notice to notify the WPBCT in writing whether City agrees to cure the WPBCT Objections before Closing (such notice referred to as the "City Cure Notice"). If City does not timely give the City Cure Notice or timely gives the City Cure Notice but does not agree to cure all of the WPBCT Objections before Closing, the WPBCT may, within twenty (20) business days after the deadline for the giving of the City Cure Notice, notify City in writing that this Agreement is terminated, and thereafter the WPBCT shall have no further liability or obligation hereunder. If such notice of termination is not delivered to City within such twenty (20) business day period, the WPBCT shall be deemed to have accepted such title as City can deliver. Any exceptions to title or other matters reflected by the Survey, the Commitment (with the exception of Schedule C items, which shall be deemed to be WPBCT Objections) or the Title Documents (i) to which the WPBCT does not object within the WPBCT Objection Period or (ii) to which the WPBCT objects but which City does not agree to cure, shall be deemed to be Permitted Exceptions (herein so called), subject in the latter case, however, to the WPBCT's right of termination as hereinabove provided.

With respect to matters, defects, conditions or exceptions first brought to the attention of WPBCT in a revised Title Commitment delivered to WPBCT on or after the WPBCT Objections are delivered in accordance with the preceding paragraph, WPBCT shall have a period of ten (10) business days following delivery of such revised City Commitment to notify City in writing of any additional objections regarding only such new matters not addressed in the original City Commitment. City shall, within five (5) business days after receipt of WPBCT's additional notice to City of the additional objections, notify WPBCT in writing that: (i) City will cure or remove all such additional objections prior to the Closing Date, or (ii) City will not cure or remove all such additional objections. In the event City fails to deliver the foregoing notice with respect to all or any of the additional objections, City shall be deemed to have elected option (ii) above with respect to any such additional objections. If City elects or is deemed to have elected not to cure any or all of the additional objections, WPBCT shall have the right either (a) to terminate this Agreement by delivering written notice to City in accordance with this Agreement on or before the scheduled Closing Date or within three (3) days of City's delivery of written notice to WPBCT that it will not cure Non-Permitted Encumbrances, whichever occurs first, and in such event WPBCT may elect to continue with this Agreement subject to the Non Permitted Encumbrances (in which event City shall have no further obligations or liabilities with respect to the Non-Permitted Encumbrances City has refused to cure). In the event that WPBCT makes any additional objections less than five days before the Closing Date, the Closing Date will automatically be extended for a reasonable time sufficient to allow City the five-day period referenced above. If City elects to cure any of WPBCT's additional objections, City is entitled to an additional Cure Period, as provided above.

## **ARTICLE 5**

### **SURVEY, INSPECTION, AND TITLE TO WPBCT PROPERTY**

5.1 Survey and Phase II. The WPBCT will provide to City a survey of WPBCT Property ("WPBCT Survey") and a Phase II Environmental Study ("WPBCT Phase II"), both at its own cost and expense within thirty (30) business days of the Effective Date.

5.2 Inspection. Beginning on the Effective Date of this Agreement, City all have the right to:

- (a) enter and inspect all or any part of WPBCT Property;
- (b) conduct soil analysis, core drilling, or other tests of the surface or subsurface of WPBCT Property, provided that the tests do not unreasonably interfere with the WPBCT's use, if any, of WPBCT Property;
- (c) conduct an inventory of all personal property and fixtures on WPBCT Property; and
- (d) make such other inspections of WPBCT Property and matters related thereto as City may determine are reasonably necessary.

City agrees to give the WPBCT reasonable notice prior to performing such inspections. The WPBCT agrees to reasonably cooperate with City's inspection(s) of WPBCT Property. In the event that any inspection conducted by City reveals any fact, matter or condition to exist with respect to WPBCT Property that is unacceptable to City in its sole and absolute discretion, or for no reason at all, City, upon written notice to the WPBCT, shall be entitled to terminate this Agreement by providing written notice of termination to the WPBCT prior to the Closing, and thereafter City shall have no further liability or obligation hereunder.

5.3 Commitment. Within twenty (20) business days after the date of this Agreement, the WPBCT shall, at the WPBCT's sole cost and expense, cause to be furnished to City a Commitment issued by Title Company ("WPBCT Commitment") setting forth the state of the title to WPBCT Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting WPBCT Property which would appear in an Owner's Title Policy, if issued. Along with such WPBCT Commitment, WPBCT shall also furnish City, at WPBCT's sole cost and expense, with true, legible copies of all documents ("WPBCT Title Documents") affecting the title to WPBCT Property, including all those referenced in the WPBCT Commitment.

5.4 Review of Survey and Commitment; the City Objections. In the event any matters reflected in the WPBCT Commitment, WPBCT Title Documents, WPBCT Phase II or WPBCT Survey applicable to WPBCT Property (other than the standard printed exceptions) are unacceptable to City, then City shall, within twenty (20) business days after City's receipt of the last of such WPBCT Survey, WPBCT Commitment, WPBCT Phase II, and WPBCT Title Documents (such twenty (20) business day period is referred to as the "City Objection Period"), notify the WPBCT in writing of all unacceptable matters (the "City Objections"), provided that City shall not be required to object to Schedule C items in the Commitment, which shall be deemed to be City Objections. The WPBCT will have sixty (60) business days from receipt of City's notice to notify City in writing whether the WPBCT agrees to cure the City Objections before Closing (such notice referred to as the "WPBCT Cure Notice"). If the WPBCT does not timely give the WPBCT Cure Notice or timely gives the WPBCT Cure Notice but does not agree to cure all of the City Objections before Closing, City may, within twenty (20) business days after the deadline for the giving of the WPBCT Cure Notice, notify the WPBCT in writing that this Agreement is terminated, and thereafter City shall have no further liability or obligation hereunder. If such notice of termination is not delivered to the WPBCT within such twenty (20) business day period, City shall be deemed to have accepted such title as the WPBCT can deliver. Any exceptions to title or other matters reflected by the Survey, the Commitment (with the exception of Schedule C items, which shall be deemed to be City Objections) or the Title Documents (i) to which City does not object within the City Objection Period or (ii) to which City objects but which the WPBCT does not agree to cure, shall be deemed to be Permitted Exceptions (herein so called), subject in the latter case, however, to City's right of termination as hereinabove provided.

With respect to matters, defects, conditions or exceptions first brought to the attention of City in a revised Title Commitment delivered to City on or after the City Objections are delivered in accordance with the preceding paragraph, City shall have a period of ten (10) business days following delivery of such revised City Commitment to notify WPBCT in writing of any additional objections regarding only such new matters not addressed in the original City Commitment.

WPBCT shall, within five (5) business days after receipt of City's additional notice to WPBCT of the additional objections, notify City in writing that: (i) WPBCT will cure or remove all such additional objections prior to the Closing Date, or (ii) WPBCT will not cure or remove all such additional objections. In the event WPBCT fails to deliver the foregoing notice with respect to all or any of the additional objections, WPBCT shall be deemed to have elected option (ii) above with respect to any such additional objections. If City elects or is deemed to have elected not to cure any or all of the additional objections, City shall have the right either (a) to terminate this Agreement by delivering written notice to WPBCT in accordance with this Agreement on or before the scheduled Closing Date or within three (3) days of WPBCT's delivery of written notice to City that it will not cure Non-Permitted Encumbrances, whichever occurs first, and in such event City may elect to continue with this Agreement subject to the Non Permitted Encumbrances (in which event WPBCT shall have no further obligations or liabilities with respect to the Non-Permitted Encumbrances City has refused to cure). In the event that City makes any additional objections less than five days before the Closing Date, the Closing Date will automatically be extended for a reasonable time sufficient to allow WPBCT the five-day period referenced above. If WPBCT elects to cure any of City's additional objections, WPBCT is entitled to an additional Cure Period, as provided above.

## ARTICLE 6

### USE OF PROPERTY

6.1 Use of City Property. During the period from the date of this Agreement to the date of the Closing, City shall:

- (a) use all reasonable efforts to cause City Property to be used, maintained, and operated in a manner consistent with a sewer treatment facility; and
- (b) promptly notify the WPBCT of any suit, action, or any legal proceeding involving all or any part of City Property that arises prior to the date of the Closing with respect to which City receives actual notice.

6.2 Use of WPBCT Property. During the period from the date of this Agreement to the date of the Closing, the WPBCT shall:

- (a) use all reasonable efforts to cause WPBCT Property to be used, maintained, and operated in a manner consistent with the use of WPBCT Property on the date of this Agreement; and
- (b) promptly notify City of any action, suit, or any legal proceeding involving all or any part of WPBCT Property that arises prior to the date of the Closing with respect to which the WPBCT receives actual notice.

## ARTICLE 7

### RESERVATIONS AND CONDITION OF PROPERTY

7.1 Existing Sewer Facilities. City shall remove or cause to be removed from City Property as provided in Article 10 hereinbelow, all Existing Sewer Facilities and other personal property, improvements, fixtures and equipment located in, upon or under City Property post-closing no later than six (6) months following the completion of a new sewer facility on the WPBCT Property. This obligation shall survive Closing.

7.2 Condition of Property.

(a) The WPBCT and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of City Property and matters related thereto as the WPBCT and its representatives desire. The WPBCT acknowledges and agrees that City Property is to be conveyed to and accepted by the WPBCT in an "as is" condition, with all faults. City makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of City Property; in particular, but without limitation, City makes no representations or warranties with respect to the use, condition, occupation or management of City Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). The WPBCT acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of City Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) City and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of WPBCT Property and matters related thereto as City and its representatives desire. City acknowledges and agrees that WPBCT Property is to be conveyed to and accepted by City in an "as is" condition, with all faults. The WPBCT makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of WPBCT Property; in particular, but without limitation, the WPBCT makes no representations or warranties with respect to the use, condition, occupation or management of WPBCT Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). City acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of WPBCT Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

**ARTICLE 8**  
**PREREQUISITES TO CLOSING**

Neither party shall be obligated to consummate this Agreement and continue to Closing unless all of the following have occurred:

8.1 The City shall have approved and complied with the terms and conditions of this Agreement;

8.2 City shall have obtained a loan from the Texas Water Development Board to fund construction of a new sewer treatment plant to be located and constructed on the WPBCT Property (the "TWDB Loan Approval").

8.3 The City Property shall be rezoned to "C" Commercial.

8.4 The Parties shall negotiate a lease agreement (the "Lease Agreement") for the City's continued use of a portion the City Property limited to the Existing Sewer Facilities with no expansion rights post-closing for a term not to exceed three (3) calendar years after Closing. WPBCT shall have the right to use and enjoy the remainder of the City Property not subject to the Lease Agreement immediately post-closing. Terms of the lease agreement shall include the City's obligation to remove the Existing Sewer Facilities and all underground infrastructure from the City Property, conducting a Phase II Property Condition Report post demolition and/or removal of the Existing Sewer Facilities, a security deposit from the City to provide for the cost of such demolition and remediation obligations, and any necessary remediation of the City Property required for WPBCT's use, development, and enjoyment of the City Property.

8.5 The City shall have obtained an easement, which may be delivered at Closing from the necessary parties adjacent to the WPBCT Property to provide for a 150-foot environmental buffer from the proposed New Sewer Facility, as defined herein, to comply with Texas Commission on Environmental Quality Location Standards.

Should any of the foregoing items listed in this Article 8 fail to occur, either party may terminate this Agreement prior to Closing and both parties will be responsible for their own costs and attorney's fees.

**ARTICLE 9**  
**CLOSING**

9.1 Conditions to City's Obligations at Closing. At the Closing following shall be true and correct:

(a) all representations and warranties of the WPBCT in this Agreement shall be true in all material respects; and

(b) the WPBCT shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

9.2 Conditions to the WPBCT's Obligations at Closing. At the Closing following shall be true and correct:

(a) approval of the terms and conditions of this Agreement by the Board of Directors of the WPBCT;

(b) all representations and warranties of City in this Agreement shall be true in all material respects; and

(c) City shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

9.3 Date of Closing. The closing ("Closing") shall occur on or before sixty (60) days after the City receives written confirmation of the TWDB Loan Approval, unless otherwise agreed to by the parties. All conditions of Article 8 and Article 9 must have been satisfied unless a condition is waived by the non-obligated party in writing. However, notwithstanding anything contained in this Agreement to the contrary, in the event that all conditions have not been met on or before May 31, 2021, then this Agreement shall terminate and be of no further force or effect unless the Closing date is extended by the mutual agreement of the parties.

9.4 Place of Closing. The Closing shall be held at the offices of the Title Company and neither party shall be obligated to attend in person.

9.5 Obligations at Closing. At the Closing the following events shall occur, each being a condition precedent to the other events and each being deemed to have occurred simultaneously with the other events:

(a) City shall deliver to the WPBCT a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to the surface estate only of all of City Property, "as is, where is," free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions and the reservations described in Article 7 of this Agreement;

(b) City shall deliver to the WPBCT a Texas Owner's Title Policy, at City's sole expense, issued by Title Company in the WPBCT's favor in the full amount of the value of City Property, insuring the WPBCT's fee simple title to City Property subject only to those title exceptions listed in subsection (a) above, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(i) the boundary and survey exceptions shall be deleted; and

(ii) the exception as to restrictive covenants shall be endorsed "None of Record";

(c) City shall deliver to the WPBCT possession of City Property, subject to the Lease Agreement; and



(d) the WPBCT shall deliver to City a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to the surface estate, “as is, where is,” only of all of WPBCT Property free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions and post-closing obligations;

(e) WPBCT shall deliver and grant a 150-foot environmental buffer easement as shown on the Exhibit “C” to the City, at no cost to WPBCT and the City if a form to be negotiated and executed by both parties.

(f) WPBCT shall deliver and grant a twenty foot (20’) wide easement or such width as agreed to by the parties to the existing discharge point through WPBCT’s remainder property as further depicted on Exhibit “C”, at no cost to the City wherein said easement the City shall agree to locate its utility lines underground under existing and proposed public streets adjoining WPBCT Property and the City Property.

(g) the WPBCT shall deliver to City a Texas Owner’s Title Policy, at the WPBCT’s sole expense, issued by Title Company in City’s favor in the full amount of the value of the WPBCT Property, insuring City’s fee simple title to the WPBCT Property subject only to those title exceptions listed in subsection (d) above, and the standard printed exceptions contained in the usual form of Texas Owner’s Title Policy, provided, however;

(i) the boundary and survey exceptions shall be deleted; and

(ii) the exception as to restrictive covenants shall be endorsed, “None of Record”;

(h) the WPBCT shall deliver to City possession of WPBCT Property, subject to the reservations described in this Agreement and subject to the Permitted Exceptions; and

(i) each party shall sign and deliver a written statement to the City that the Closing has occurred and that both parties have fulfilled all obligations under this Agreement through the date of said Closing.

9.6 Taxes. Ad valorem taxes and applicable special assessments, if any, shall be prorated at the Closing effective as of the Closing Date, based on currently available information and shall not be thereafter adjusted. City shall be solely responsible for all prorated taxes and assessments applicable to City Property. The WPBCT shall be solely responsible for all prorated taxes and assessments applicable to the WPBCT Property.

## ARTICLE 10

### POST-CLOSING OBLIGATIONS

10.1 Construction of New Sewer Facilities on WPBCT Property. The City shall within three (3) years construct a new sewer plant on the WPBCT Property (the “New Sewer Facility”). The City is responsible, at City’s sole cost and expense, for constructing an extension to J.D. Towle

Road and necessary utilities to serve the New Sewer Facility at no cost to WPBCT. WPBCT has no obligation with respect to the road extension and utilities except conveying the right-of-way to the City.

10.2 Remediation of City Property. Within six (6) months after completion of the New Sewer Facility, City will demolish the Existing Sewer Facilities plant on the City Property, perform a new Phase II environmental study at City's cost and expense post-demolition and provide the study to WPBCT. City shall remediate the City Property post demolition of the existing sewer treatment facility to make it suitable for commercial development, at City's sole cost and expense, obtain all required governmental or administrative approvals of the remediation, and create a sinking fund for future potential claims from remediation claims of third parties.

All of the obligations of this Article 10 shall survive Closing.

**ARTICLE 11  
NO BROKERS**

City and the WPBCT each represent and warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution and delivery of this Agreement and City and the WPBCT each agree to hold the other harmless from all liabilities arising from a breach of the representation and warranty made by such party herein, including, without limitation, attorneys' fees and related court costs.

**ARTICLE 12  
TERMINATION & REMEDIES**

12.1 Termination by City. City may terminate this Agreement in the event the conditions stated in this Agreement have not been satisfied in all material respects or waived on the date of the Closing.

12.2 Termination by the WPBCT. The WPBCT may terminate this Agreement in the event the conditions stated this Agreement have not been satisfied in all material respects or waived on the date of the Closing.

12.3 City's Default. If City fails or refuses to consummate the exchange pursuant to this Contract after the end of the Inspection Period for any reason other than a breach by WPBCT of its representations, warranties or agreements hereunder, then WPBCT, may, as its sole and exclusive remedy, terminate this Contract by notifying City thereof.

12.4 WPBCT's Default. If WPBCT fails or refuses to consummate the exchange pursuant to this Contract after the end of the Inspection Period for any reason other than a breach by City of its representations, warranties or agreements hereunder, then City may, as its sole and exclusive remedy, terminate this Contract by notifying WPBCT thereof.

12.5 Termination. If City or WPBCT terminates this Contract pursuant to a right granted to City or WPBCT hereunder to do so, then neither party will have any further rights, duties or

obligations hereunder, except the rights, duties or obligations that expressly survive termination or Closing.

**ARTICLE 13**  
**MISCELLANEOUS**

13.1 Assignment of Contract. This Agreement may not be assigned by either party without the prior written consent of the other party. Any unauthorized purported assignment or delegation of any duties hereunder, without the prior written consent of the other party, shall be void and shall constitute a material breach of this Agreement wherein the non-assigning party may immediately terminate this Agreement.

13.2 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been made when personally delivered by hand or via the emails listed below, or if mailed, when received by the following person at the indicated address:

(a) to City: City of Willow Park  
Bryan Grimes, City Manager  
Willow Park City Hall  
516 Ranch House Road  
Willow Park, Texas 76087  
Email: \_\_\_\_\_

With a copy to: William P. Chesser  
Attorney at Law  
P.O. Box 983  
Brownwood, Texas 76804  
Email: patchesserlaw@yahoo.com

(b) to the WPBCT: Willow Park Baptist Church of Texas  
Attn: Clark Boshier  
129 S. Ranch House Road  
Willow Park, Texas 76008  
Email: clark@willoparkbaptist.org

With a copy to: Marcella Olson  
Pope, Hardwicke, Christie, Schell, Kelly & Taplett,  
L.L.P.  
500 West 7th Street, Suite 600/Unit 9  
Fort Worth, Texas 76102  
Email: molson@popehardwicke.com

13.3 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any litigation arising from this Agreement shall be in Parker County, Texas.

13.4 Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.

13.5 Severability of Provisions. To the extent permitted by law, a holding by any court that any provision in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this Agreement.

13.6 No Limitation of Remedies. Nothing in this Agreement shall be construed to limit any legal or equitable remedy of the parties, except that in no event may either party seek specific performance of this Agreement.

13.7 Prior Agreements Superseded. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

13.8 Expenses. Except as otherwise provided in this Agreement, all fees, costs, and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost, or expense.

13.9 Amendments and Waivers. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by City and the WPBCT. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, and may be signed and transmitted by facsimile or by scan and attachment to an email transmission. Such signatures shall be considered an original signature, and the agreement transmitted shall be considered to have the same binding legal effect as an original signature on the Agreement.

13.11 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, City does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

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

13.13 Deadlines. All deadlines in this Agreement expire at 5:00 P.M. local time. If a deadline falls on a Saturday, Sunday, or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or local holiday. A local holiday is a holiday observed by the county courts of Parker County, Texas.

13.15 Survival. The provisions of Articles 9, 10, 11 and 13.15 shall survive the Closing.

13.16 Conflict with Sealed Bid. Nothing contained in the Agreement shall amend or modify any term or condition contained in the Sealed Bid from WPBCT and in the event of conflict between any term or condition in this Agreement and any term or condition in the Sealed Bid, the Sealed Bid shall prevail.

13.17 Waiver of Claims. WPBCT waives any claim WPBCT has or may have against the City of Willow Park, and the City's respective employees and representatives for the award of damages or attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any bid, waiver, deletion or amendment of any requirements acceptance or rejection of any bids, and award of a bid through the Effective Date of this Agreement.

EXECUTED to be effective as of the date set forth in the preamble to this Agreement.

**City:**

City of Willow Park

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

Its: \_\_\_\_\_

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

**WPBCT:**

Willow Park Baptist Church of Texas,  
a Texas nonprofit corporation

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

Its: \_\_\_\_\_

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

**Exhibit "A"**  
**City Property**

**LEGAL DESCRIPTION**  
**6.35 ACRE WILLOW PARK SEWER PLANT SITE**

Being a 6.35 acre tract situated in the WESLEY FRANKLIN SURVEY, ABSTRACT NO.468, Parker County, Texas and being a portion of that certain condemnation tract to the City of Willow Park, Texas recorded in Docket No 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996 and all of that certain 0.77 acre parcel conveyed to City of Willow Park, Texas by Willow Park Baptist Church of Texas as recorded in Clerk Document No. 201829357, Deed Records Parker County, Texas and being more particularly described as follows.

COMMENCING at a point in the east line of Crown Pointe Boulevard for the northwest corner of Lot 2, Block B, Crown Point Addition Phase II, an addition to Willow Park, Texas as recorded in Cabinet D, Slide 232, Plat Records Parker County, Texas.

Thence North 42°30'00" West with the east line of Crown Pointe Boulevard a distance 392.13 feet to the Point of Beginning;

Thence North 42°30'00" West with the Crown Pointe Boulevard east line a distance of 220.97 feet to a point for the beginning of a curve to the right having a radius of 720.00 feet, a central angle of 42°30'00", and a long chord which bears North 21°15'00" West, 521.91 feet;

Thence along said curve to the right and east line of Crown Pointe Boulevard an arc distance of 534.07 feet to a point;

Thence North 00°00'00" East with the Crown Pointe Boulevard east line a distance of 97.21 feet to a point in the north line of said Franklin Survey and the south line of the Patricia G. Chenault tract as recorded in Volume 1585, Page 348, Deed Records Parker County, Texas;

Thence North 89°00'36" East with the north line of said Franklin Survey and the south line of said Chenault tract a distance of 477.63 feet to a point;

Thence South 00°23'41" West a distance of 636.05 feet to a point;

Thence South 48°36'13" West a distance of 179.60 feet to the Point of Beginning and Containing 276,744 square feet, 6.35 acres of land, more or less.

## **Exhibit "B"**

### **WPBCT Property**

BEING 8.60 acres situated in the WESLEY FRANKLIN SURVEY, Abstract No. 468, City of Willow Park, Parker County, Texas, being a portion of that certain tract of land described in deed to Willow Park Baptist Church of Texas, recorded in Volume 2896, Page 403, County Clerk, Records, Parker County, Texas, being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northeasterly line of Crown Pointe Boulevard (A Dedicated 80' Public Right-of-Way), being the west 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 Cabinet D, Slide 232, Plat Records, Parker County, Texas;

THENCE N 42°30'00" W, along the northeasterly line of said Crown Pointe Boulevard, a distance of 60.00 feet to a point at the most westerly southwest corner of the herein described tract;

THENCE N 47°30'00" E, leaving the northeasterly line of said Crown Pointe Boulevard, being a distance of 60.00 feet northwest of and parallel to the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to a point;

THENCE N 60°27'16" E, a distance of 329.81 feet to a point in the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of the Clear Fork Trinity River;

THENCE along the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of said Clear Fork Trinity River, as follows:

S 48°48'55" E, a distance of 181.64 feet to a point;

N 71°14'08" E, a distance of 225.01 feet to a point;

S 72°01'15" E, a distance of 133.71 feet to a point;

S 41°31'46" E, a distance of 178.63 feet to a point;

S 35°12'35" E, a distance of 148.76 feet to a point at the most north, northwest corner of Lot 1R, Block A, THE VILLAGE AT CROWN PARK, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 363, Plat Records, Parker County, Texas;

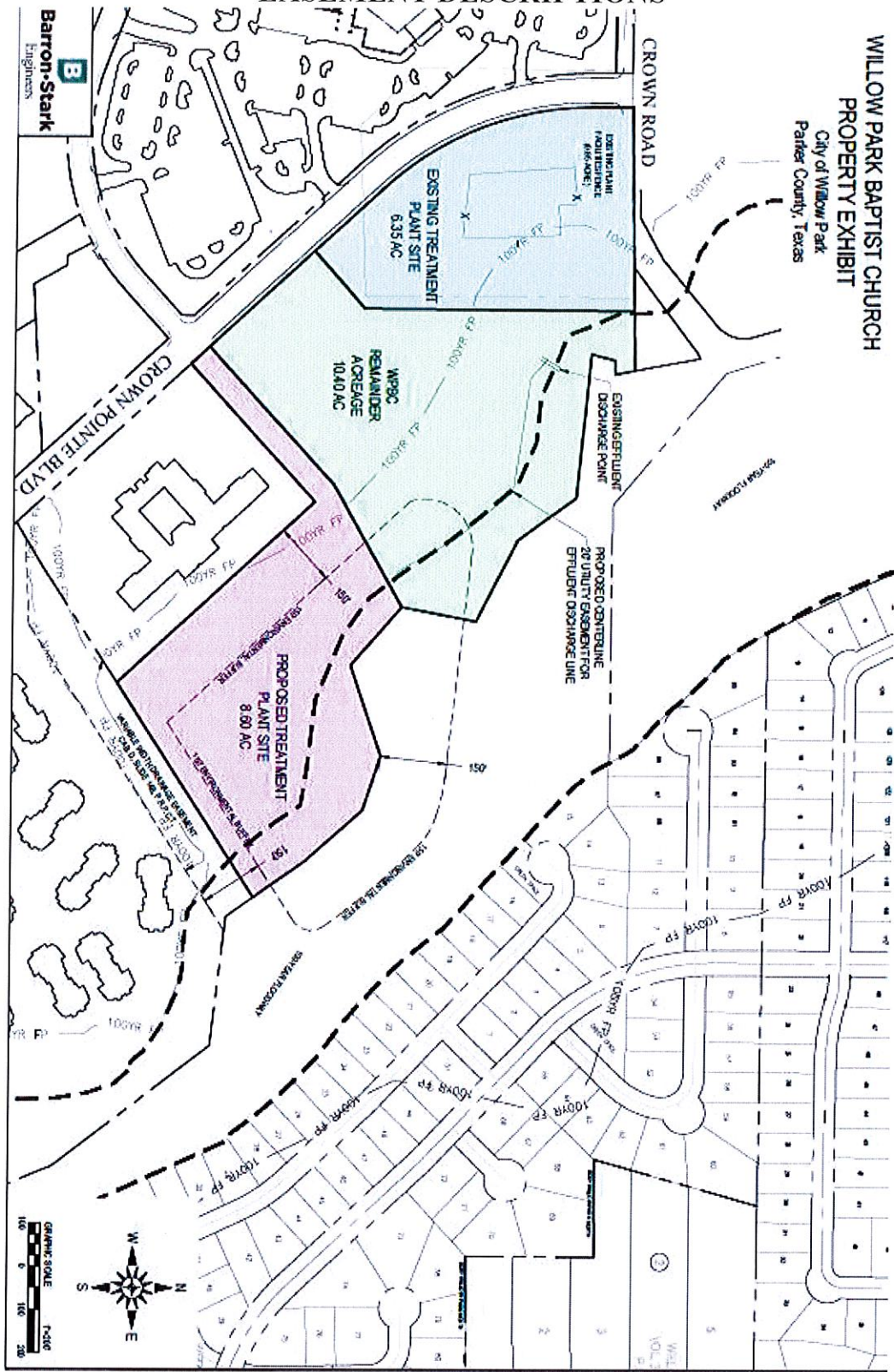
THENCE S 56°58'07" W, along the northwesterly line of said Lot 1R, Block A, a distance of 599.52 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the east corner of said Lot 2, Block E;

THENCE N 42°30'00" W, along the northeasterly line of said Lot 2, Block B, a distance of 628.93 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the north corner of said Lot 2, Block B;

THENCE S 47°30'00" W, along the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to the POINT OF BEGINNING and containing 8.60 acres (374,479 square feet) of land, more or less.

# Exhibit "C" EASEMENT DESCRIPTIONS

**WILLOW PARK BAPTIST CHURCH  
PROPERTY EXHIBIT**  
City of Willow Park  
Parker County, Texas



**Barton-Stark**  
Engineers





4325 E Ih 20, TX, Parker County

Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	2,453,517	N/A
Baths	Yr Built	Type	Sale Date
N/A	N/A	AGR LND	N/A

**OWNER INFORMATION**

Owner Name	Willow Park Baptist Church Oftexas	Tax Billing Zip	76008
Tax Billing Address	129 S Ranch House Rd	Tax Billing Zip+4	2649
Tax Billing City & State	Willow Park, TX	Owner Occupied	No

**LOCATION INFORMATION**

Location City	Willow Park	MLS Sub Area	1
School District	Aledo ISD	Census Tract	1404.07
School District Code	AI		

**TAX INFORMATION**

Tax ID	R000101794	Parcel ID	R000101794
Alternate Tax ID	2046800800050		
Legal Description	ACRES: 56.325 ABST: 468 SURVEY: FRANKLIN WESLEY		

**ASSESSMENT & TAX**

Assessment Year	2019	2018	2017
Assessed Value - Total	\$2,590	\$3,020	\$3,020
Assessed Value - Land	\$2,590	\$3,020	\$3,020
YOY Assessed Change (\$)	-\$430	\$0	\$3,020
YOY Assessed Change (%)	-14.24%	0%	
Market Value - Total	\$3,189,570	\$3,354,360	\$3,354,360
Market Value - Land	\$3,189,570	\$3,354,360	\$3,354,360

Tax Year	Total Tax	Change (\$)	Change (%)
2017	\$83		
2018	\$83	-\$0	-0.24%
2019	\$68	-\$15	-18.47%

Jurisdiction	Tax Amount	Tax Type	Tax Rate
Aledo ISD	\$38.68	Actual	1.4933
College	\$2.98	Actual	.11495
City Of Willow Park	\$13.90	Actual	.5367
Hospital	\$2.78	Actual	.1074
Parker Co Lateral Road	\$1.93	Actual	.0747
Parker Co General	\$7.35	Actual	.28392
Total Estimated Tax Rate			2.611

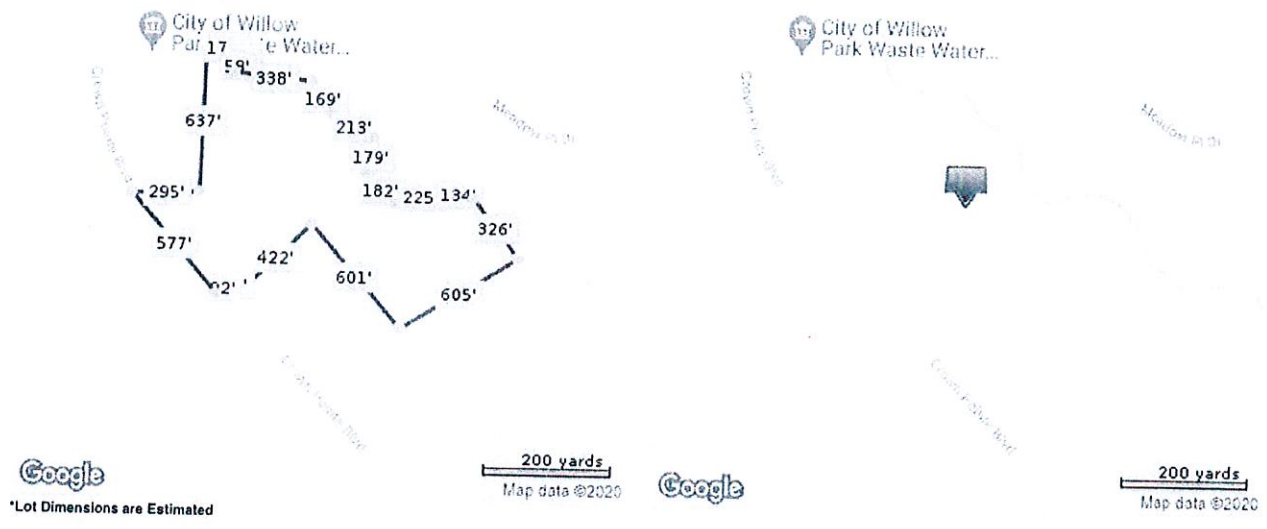
**CHARACTERISTICS**

Land Use - Corelogic	Agricultural Land	Estimated Lot Acres	56.325
Land Use - State	Acreage	Estimated Lot Sq Ft	2,453,517

**ESTIMATED VALUE**

Value As Of	09/06/2020
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PROPERTY MAP



**CITY OF WILLOW PARK**

**BID FORM**

**Exchange of  
Real Property**

Property\* to be Exchanged

Property size and location:

Approximate address is IH 20 4325 E

8.60 acres more particularly described on the attached Exhibit "A"; map property in Exchange Agreement

\* for property to be exchanged a legal description, map and appraisal must be attached to this bid form

**Check One:**

  X   Bidder is not represented by a broker or real estate agent

           Bidder is represented by the following broker or real estate agent:

Name: \_\_\_\_\_

Address \_\_\_\_\_

License No.: \_\_\_\_\_

**Certifications:**

Initial: EB The undersigned certifies that the property offered for exchange in this bid and all information submitted has been carefully reviewed and is submitted as correct and final. Bidder further certifies and agrees to complete the exchange in compliance with the conditions stated in the Request for Sealed Bids. Further, bidder certifies that it has the cash or pre-approved credit to pay to remove all liens and encumbrances on the property offered and/or is the unencumbered owner of the property offered in exchange.

Initial: EB The undersigned certifies that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been

for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to influence any person or persons to bid or not to bid thereon.

Initial: CB The undersigned acknowledges that receipt of responses does not require the City to accept any bid, enter a contract or to complete a sale or exchange. Any and all bids may be rejected.

Name of Bidder: Willow Park Baptist Church of Texas  
Address of Bidder: 129 S. Ranch House Road, Willow Park, TX 76008

Telephone Number: (817) 441-1596 Fax: (817) 441-1593

E-mail address: clark@willowparkbaptist.org

By: Clark Boshier (Print name)

Title: Pastor Federal ID #/SSN #: 75-2561447

Signature: Clark Boshier

STATE OF TEXAS §

COUNTY OF PARKER §

BEFORE ME, the undersigned authority, on this day personally appeared Clark Boshier, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of September, 2020.



Tina Renee Hughes  
Notary Public, State of Texas

Exhibit "A"

BEING 8.60 acres situated in the WESLEY FRANKLIN SURVEY, Abstract No. 468, City of Willow Park, Parker County, Texas, being a portion of that certain tract of land described in deed to Willow Park Baptist Church of Texas, recorded in Volume 2896, Page 403, County Clerk, Records, Parker County, Texas, being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northeasterly line of Crown Pointe Boulevard (A Dedicated 80' Public Right-of-Way), being the west 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 Cabinet D, Slide 232, Plat Records, Parker County, Texas;

THENCE N 42°30'00" W, along the northeasterly line of said Crown Pointe Boulevard, a distance of 60.00 feet to a point at the most westerly southwest corner of the herein described tract;

THENCE N 47°30'00" E, leaving the northeasterly line of said Crown Pointe Boulevard, being a distance of 60.00 feet northwest of and parallel to the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to a point;

THENCE N 60°27'16" E, a distance of 329.81 feet to a point in the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of the Clear Fork Trinity River;

THENCE along the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of said Clear Fork Trinity River, as follows:

S 48°48'55" E, a distance of 181.64 feet to a point;

N 71°14'08" E, a distance of 225.01 feet to a point;

S 72°01'15" E, a distance of 133.71 feet to a point;

S 41°31'46" E, a distance of 178.63 feet to a point;

S 35°12'35" E, a distance of 148.76 feet to a point at the most north, northwest corner of Lot 1R, Block A, THE VILLAGE AT CROWN PARK, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 363, Plat Records, Parker County, Texas;

THENCE S 56°58'07" W, along the northwesterly line of said Lot 1R, Block A, a distance of 599.52 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the east corner of said Lot 2, Block E;

THENCE N 42°30'00" W, along the northeasterly line of said Lot 2, Block B, a distance of 628.93 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the north corner of said Lot 2, Block B;

THENCE S 47°30'00" W, along the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to the POINT OF BEGINNING and containing 8.60 acres (374,479 square feet) of land, more or less.

## REAL PROPERTY EXCHANGE AGREEMENT

THIS REAL PROPERTY EXCHANGE AGREEMENT (the "Agreement") is entered into by and between the Willow Park Baptist Church of Texas, a Texas nonprofit corporation (referred to herein as the "WPBCT") and the City of Willow Park, Texas, a Type A General Law municipality ("City"), dated to be effective as of \_\_\_\_\_, 2020 (the "Effective Date").

WHEREAS, City owns fee simple title to that certain real property described in Exhibit "A" attached hereto (hereafter, "City Tract"), on which it has constructed and operates a certain sewer treatment plant and related facilities (the "Existing Sewer Facilities");

WHEREAS, the WPBCT owns fee simple title to that certain real property described in Exhibit "B" attached hereto (hereafter, "WPBCT Tract");

WHEREAS, City desires to construct new sewer facilities on the WPBCT Tract and subsequently relocate and/or demolish the Existing Sewer Facilities from the City Tract;

WHEREAS, as authorized by Chapter 272 of the Texas Local Government Code, and other applicable law and in accordance with the terms and conditions of this Agreement, WPBCT and City desire to exchange their respective interests in City Tract and WPBCT Tract and thereafter use such properties for authorized purposes; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and undertakings herein set forth and the recitals set forth above, which are not recitals only but form part of this Agreement, the WPBCT and City do covenant and agree as follows:

### ARTICLE 1

### EXCHANGE

#### 1.1 Agreement to Exchange.

(a) Subject to the terms, provisions, and conditions set forth in this Agreement, City agrees to convey the fee estate of City Tract to WPBCT, together with all and singular the rights and appurtenances pertaining to said property, including any mineral rights, title, and interest of City in and to adjacent streets, alleys, or rights-of-way, and any improvements, fixtures, and personal property situated on and attached to City Tract, save and except the reservations contained in this Agreement (all of the property, rights, and appurtenances that City agrees to convey are referred to herein as "City Property").

(b) Subject to the terms, provisions, and conditions set forth in this Agreement, the WPBCT agrees to convey the surface estate of WPBCT Tract to City together with all and singular the rights and appurtenances pertaining to said property, including any mineral rights, title, and interest of the WPBCT in and to adjacent streets, alleys, or rights-of-way, and fixtures, and personal property situated on and attached to WPBCT Tract, save and except the reservations contained in this Agreement (all of the property, rights, and

appurtenances that the WPBCT agrees to convey are referred to herein as “WPTBCT Property”).

1.2 Consideration for Exchange. It is stipulated and agreed that the mutual promises, covenants and undertakings contained herein represent good, valuable and sufficient consideration for this Agreement.

## **ARTICLE 2**

### **REPRESENTATIONS AND WARRANTIES OF City**

City represents and warrants to the WPBCT following:

2.1 Organization. City is a Type A General Law municipality and is duly qualified and authorized to enter into this Agreement.

2.2 Power and Authority. City has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyances described in Article 1.1 and the relocations and other activities described in Article 9. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of City. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of any agreement or instrument to which City is a party or by which City is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to City.

2.3 Binding Obligation. This Agreement has been duly executed and delivered on behalf of City. Subject to the terms and conditions set forth herein, this Agreement constitutes a legal, valid, and binding obligation of City.

2.4 Legal Actions. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or, to the best of City’s knowledge, threatened in any court or governmental agency against all or any part of City Property.

2.5 Validity at Closing. The representations and warranties of City shall be true on the date of the Closing.

2.6 Title. City now has and will have on the Closing Date good and indefeasible title in fee simple to the City Property subject to the provisions of the Special Warranty Deed to WPBCT, and no other party, except as herein set forth, will have any rights in, or to acquire, the City Property.

2.7 Pending Actions. To the best of City’s actual knowledge, there are no actions, suits, claims, assessments or proceedings pending or, to the knowledge of City, threatened which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the City Property or any part thereof, or which could in any way interfere with the consummation of the transactions contemplated by this Contract.

2.8 Condemnation. City has received no actual notice of any condemnation or eminent domain proceedings or negotiations for the purchase of any of the City Property and, to the best of City's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the City Property or any part thereof.

2.9 Pending Work. At Closing, there will be no unpaid bills or claims in connection with any work by or on behalf of City on the City Property.

2.10 Notices. City has received no actual notice of any violation of any law, municipal ordinance or other governmental requirement, including, without limitation, subdivision and environmental regulations, affecting any of the City Property except as specified in this Contract or in documents provided to WPBCT.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES OF THE WPBCT

The WPBCT represents and warrants to City following:

3.1 Organization. The WPBCT is a Texas nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, duly qualified to carry on its business in the State of Texas. WPBCT is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code nor are any of the parties comprising or owning WPBCT if WPBCT is a corporation, partnership, joint venture, trust or other type of business association.

3.2 Power and Authority. The WPBCT has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyances described in Article 1.1. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been or will be duly and validly authorized by all requisite action on the part of the WPBCT. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of any agreement or instrument to which the WPBCT is a party or by which the WPBCT is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to the WPBCT.

3.3 Binding Obligation. This Agreement has been duly executed and delivered on behalf of the WPBCT. Subject to the terms and conditions set forth herein, this Agreement constitutes a legal, valid, and binding obligation of the WPBCT.

3.4 Legal Actions. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or, to the best of the WPBCT's knowledge, threatened in any court or governmental agency against all or any part of WPBCT Property.

3.5 Validity at Closing. The representations and warranties of the WPBCT shall be true on the date of the Closing.



3.6 Title. WPBCT now has and will have on the Closing Date good and indefeasible title in fee simple to the WPBCT Property subject to the provisions of the Special Warranty Deed to City, and no other party, except as herein set forth, has any rights in, or to acquire, the WPBCT Property.

3.7 Pending Actions. To the best of WPBCT's actual knowledge, there are no actions, suits, claims, assessments or proceedings pending or, to the knowledge of WPBCT, threatened which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the WPBCT Property or any part thereof, or which could in any way interfere with the consummation of the transactions contemplated by this Contract.

3.8 Condemnation. WPBCT has received no actual notice of any condemnation or eminent domain proceedings or negotiations for the purchase of any of the WPBCT Property in lieu of condemnation and, to the best of WPBCT's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the WPBCT Property or any part thereof.

3.9 Pending Work. At Closing, there will be no unpaid bills or claims in connection with any work by or on behalf of WPBCT on the WPBCT Property.

3.10 Notices. WPBCT has received no actual notice of any violation of any law, municipal ordinance or other governmental requirement, including, without limitation, subdivision and environmental regulations, affecting any of the WPBCT Property except as specified in this Contract or in documents provided to City.

#### **ARTICLE 4**

##### **SURVEY, INSPECTION, AND TITLE TO CITY PROPERTY**

4.1 Survey and Phase II. The City will provide to WPBCT a survey of City Property ("City Survey") and a Phase II Environmental Study of City Property ("City Phase II"), both at its own cost and expense within thirty (30) business days of the Effective Date.

4.2 Inspection. Beginning on the Effective Date of this Agreement, the WPBCT shall have the right to:

- (a) enter and inspect all or any part of City Property;
- (b) conduct soil analysis, core drilling, or other tests of the surface or subsurface of City Property, provided that the tests do not unreasonably interfere with City's use of City Property; and
- (c) make such other inspections of City Property and matters related thereto as the WPBCT may determine are reasonably necessary.

Provided, however, that if the WPBCT wishes to inspect any part of City Property consisting of Existing Sewer Facilities, WPBCT and its agents and contractors shall be accompanied at all times by City personnel, shall abide by all reasonable restrictions and requirements of City, and all applicable laws, rules and regulations. The WPBCT agrees to give City reasonable notice prior to performing such inspections. City agrees to reasonably cooperate with the WPBCT's inspection(s) of City Property. In the event that any inspection conducted by and provided to WPBCT reveals any fact, matter or condition to exist with respect to City Property that is unacceptable to the WPBCT in its sole and absolute discretion or for no reason at all, the WPBCT, upon written notice to City, shall be entitled to terminate this Agreement by providing written notice of termination to City prior to the Closing, and thereafter the parties shall have no further liability or obligation hereunder.

4.3 Commitment. Within twenty (20) business days after the Effective Date of this Agreement, City shall, at its sole cost and expense, cause to be furnished to the WPBCT a Commitment for Title Insurance ("City Commitment") issued by Reunion Title, Attn: Pat Martin; 5060 E. I-20, South Service Road, Willow Park, Texas 76087, email: [pcmartin@reuniontitle.com](mailto:pcmartin@reuniontitle.com) (the "Title Company") setting forth the state of the title to City Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting City Property which would appear in an Owner's Title Policy, if issued. Along with such Commitment, City shall also furnish WPBCT, at City's sole cost and expense, with true, legible copies of all documents ("City Title Documents") affecting the title to City Property, including all those referenced in the Commitment.

4.4 Review of Survey and Commitment; the WPBCT Objections. In the event any matters reflected in the City Commitment, City Title Documents, City Phase II, or City Survey applicable to City Property (other than the standard printed exceptions) are unacceptable to the WPBCT, then the WPBCT shall, within twenty (20) business days after the WPBCT's receipt of the last of such City Commitment, City Phase II, City Survey and City Title Documents (such twenty (20) business day period is referred to as the "WPBCT Objection Period"), notify City in writing of all unacceptable matters (the "WPBCT Objections"), provided that the WPBCT shall not be required to object to Schedule C items in the Commitment, which shall be deemed to be WPBCT Objections. City will have sixty (60) business days from receipt of the WPBCT's notice to notify the WPBCT in writing whether City agrees to cure the WPBCT Objections before Closing (such notice referred to as the "City Cure Notice"). If City does not timely give the City Cure Notice or timely gives the City Cure Notice but does not agree to cure all of the WPBCT Objections before Closing, the WPBCT may, within twenty (20) business days after the deadline for the giving of the City Cure Notice, notify City in writing that this Agreement is terminated, and thereafter the WPBCT shall have no further liability or obligation hereunder. If such notice of termination is not delivered to City within such twenty (20) business day period, the WPBCT shall be deemed to have accepted such title as City can deliver. Any exceptions to title or other matters reflected by the Survey, the Commitment (with the exception of Schedule C items, which shall be deemed to be WPBCT Objections) or the Title Documents (i) to which the WPBCT does not object within the WPBCT Objection Period or (ii) to which the WPBCT objects but which City does not agree to cure, shall be deemed to be Permitted Exceptions (herein so called), subject in the latter case, however, to the WPBCT's right of termination as hereinabove provided.

With respect to matters, defects, conditions or exceptions first brought to the attention of WPBCT in a revised Title Commitment delivered to WPBCT on or after the WPBCT Objections are delivered in accordance with the preceding paragraph, WPBCT shall have a period of ten (10) business days following delivery of such revised City Commitment to notify City in writing of any additional objections regarding only such new matters not addressed in the original City Commitment. City shall, within five (5) business days after receipt of WPBCT's additional notice to City of the additional objections, notify WPBCT in writing that: (i) City will cure or remove all such additional objections prior to the Closing Date, or (ii) City will not cure or remove all such additional objections. In the event City fails to deliver the foregoing notice with respect to all or any of the additional objections, City shall be deemed to have elected option (ii) above with respect to any such additional objections. If City elects or is deemed to have elected not to cure any or all of the additional objections, WPBCT shall have the right either (a) to terminate this Agreement by delivering written notice to City in accordance with this Agreement on or before the scheduled Closing Date or within three (3) days of City's delivery of written notice to WPBCT that it will not cure Non-Permitted Encumbrances, whichever occurs first, and in such event WPBCT may elect to continue with this Agreement subject to the Non Permitted Encumbrances (in which event City shall have no further obligations or liabilities with respect to the Non-Permitted Encumbrances City has refused to cure). In the event that WPBCT makes any additional objections less than five days before the Closing Date, the Closing Date will automatically be extended for a reasonable time sufficient to allow City the five-day period referenced above. If City elects to cure any of WPBCT's additional objections, City is entitled to an additional Cure Period, as provided above.

## **ARTICLE 5**

### **SURVEY, INSPECTION, AND TITLE TO WPBCT PROPERTY**

5.1 Survey and Phase II. The WPBCT will provide to City a survey of WPBCT Property ("WPBCT Survey") and a Phase II Environmental Study ("WPBCT Phase II"), both at its own cost and expense within thirty (30) business days of the Effective Date.

5.2 Inspection. Beginning on the Effective Date of this Agreement, City all have the right to:

- (a) enter and inspect all or any part of WPBCT Property;
- (b) conduct soil analysis, core drilling, or other tests of the surface or subsurface of WPBCT Property, provided that the tests do not unreasonably interfere with the WPBCT's use, if any, of WPBCT Property;
- (c) conduct an inventory of all personal property and fixtures on WPBCT Property; and
- (d) make such other inspections of WPBCT Property and matters related thereto as City may determine are reasonably necessary.

City agrees to give the WPBCT reasonable notice prior to performing such inspections. The WPBCT agrees to reasonably cooperate with City's inspection(s) of WPBCT Property. In the event that any inspection conducted by City reveals any fact, matter or condition to exist with respect to WPBCT Property that is unacceptable to City in its sole and absolute discretion, or for no reason at all, City, upon written notice to the WPBCT, shall be entitled to terminate this Agreement by providing written notice of termination to the WPBCT prior to the Closing, and thereafter City shall have no further liability or obligation hereunder.

5.3 Commitment. Within twenty (20) business days after the date of this Agreement, the WPBCT shall, at the WPBCT's sole cost and expense, cause to be furnished to City a Commitment issued by Title Company ("WPBCT Commitment") setting forth the state of the title to WPBCT Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting WPBCT Property which would appear in an Owner's Title Policy, if issued. Along with such WPBCT Commitment, WPBCT shall also furnish City, at WPBCT's sole cost and expense, with true, legible copies of all documents ("WPBCT Title Documents") affecting the title to WPBCT Property, including all those referenced in the WPBCT Commitment.

5.4 Review of Survey and Commitment; the City Objections. In the event any matters reflected in the WPBCT Commitment, WPBCT Title Documents, WPBCT Phase II or WPBCT Survey applicable to WPBCT Property (other than the standard printed exceptions) are unacceptable to City, then City shall, within twenty (20) business days after City's receipt of the last of such WPBCT Survey, WPBCT Commitment, WPBCT Phase II, and WPBCT Title Documents (such twenty (20) business day period is referred to as the "City Objection Period"), notify the WPBCT in writing of all unacceptable matters (the "City Objections"), provided that City shall not be required to object to Schedule C items in the Commitment, which shall be deemed to be City Objections. The WPBCT will have sixty (60) business days from receipt of City's notice to notify City in writing whether the WPBCT agrees to cure the City Objections before Closing (such notice referred to as the "WPBCT Cure Notice"). If the WPBCT does not timely give the WPBCT Cure Notice or timely gives the WPBCT Cure Notice but does not agree to cure all of the City Objections before Closing, City may, within twenty (20) business days after the deadline for the giving of the WPBCT Cure Notice, notify the WPBCT in writing that this Agreement is terminated, and thereafter City shall have no further liability or obligation hereunder. If such notice of termination is not delivered to the WPBCT within such twenty (20) business day period, City shall be deemed to have accepted such title as the WPBCT can deliver. Any exceptions to title or other matters reflected by the Survey, the Commitment (with the exception of Schedule C items, which shall be deemed to be City Objections) or the Title Documents (i) to which City does not object within the City Objection Period or (ii) to which City objects but which the WPBCT does not agree to cure, shall be deemed to be Permitted Exceptions (herein so called), subject in the latter case, however, to City's right of termination as hereinabove provided.

With respect to matters, defects, conditions or exceptions first brought to the attention of City in a revised Title Commitment delivered to City on or after the City Objections are delivered in accordance with the preceding paragraph, City shall have a period of ten (10) business days following delivery of such revised City Commitment to notify WPBCT in writing of any additional objections regarding only such new matters not addressed in the original City Commitment.

WPBCT shall, within five (5) business days after receipt of City's additional notice to WPBCT of the additional objections, notify City in writing that: (i) WPBCT will cure or remove all such additional objections prior to the Closing Date, or (ii) WPBCT will not cure or remove all such additional objections. In the event WPBCT fails to deliver the foregoing notice with respect to all or any of the additional objections, WPBCT shall be deemed to have elected option (ii) above with respect to any such additional objections. If City elects or is deemed to have elected not to cure any or all of the additional objections, City shall have the right either (a) to terminate this Agreement by delivering written notice to WPBCT in accordance with this Agreement on or before the scheduled Closing Date or within three (3) days of WPBCT's delivery of written notice to City that it will not cure Non-Permitted Encumbrances, whichever occurs first, and in such event City may elect to continue with this Agreement subject to the Non Permitted Encumbrances (in which event WPBCT shall have no further obligations or liabilities with respect to the Non-Permitted Encumbrances City has refused to cure). In the event that City makes any additional objections less than five days before the Closing Date, the Closing Date will automatically be extended for a reasonable time sufficient to allow WPBCT the five-day period referenced above. If WPBCT elects to cure any of City's additional objections, WPBCT is entitled to an additional Cure Period, as provided above.

## ARTICLE 6

### USE OF PROPERTY

6.1 Use of City Property. During the period from the date of this Agreement to the date of the Closing, City shall:

- (a) use all reasonable efforts to cause City Property to be used, maintained, and operated in a manner consistent with a sewer treatment facility; and
- (b) promptly notify the WPBCT of any suit, action, or any legal proceeding involving all or any part of City Property that arises prior to the date of the Closing with respect to which City receives actual notice.

6.2 Use of WPBCT Property. During the period from the date of this Agreement to the date of the Closing, the WPBCT shall:

- (a) use all reasonable efforts to cause WPBCT Property to be used, maintained, and operated in a manner consistent with the use of WPBCT Property on the date of this Agreement; and
- (b) promptly notify City of any action, suit, or any legal proceeding involving all or any part of WPBCT Property that arises prior to the date of the Closing with respect to which the WPBCT receives actual notice.

## ARTICLE 7

### RESERVATIONS AND CONDITION OF PROPERTY

7.1 Existing Sewer Facilities. City shall remove or cause to be removed from City Property as provided in Article 10 hereinbelow, all Existing Sewer Facilities and other personal property, improvements, fixtures and equipment located in, upon or under City Property post-closing no later than six (6) months following the completion of a new sewer facility on the WPBCT Property. This obligation shall survive Closing.

7.2 Condition of Property.

(a) The WPBCT and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of City Property and matters related thereto as the WPBCT and its representatives desire. The WPBCT acknowledges and agrees that City Property is to be conveyed to and accepted by the WPBCT in an "as is" condition, with all faults. City makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of City Property; in particular, but without limitation, City makes no representations or warranties with respect to the use, condition, occupation or management of City Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). The WPBCT acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of City Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) City and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of WPBCT Property and matters related thereto as City and its representatives desire. City acknowledges and agrees that WPBCT Property is to be conveyed to and accepted by City in an "as is" condition, with all faults. The WPBCT makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of WPBCT Property; in particular, but without limitation, the WPBCT makes no representations or warranties with respect to the use, condition, occupation or management of WPBCT Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). City acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of WPBCT Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

**ARTICLE 8**  
**PREREQUISITES TO CLOSING**

Neither party shall be obligated to consummate this Agreement and continue to Closing unless all of the following have occurred:

8.1 The City shall have approved and complied with the terms and conditions of this Agreement;

8.2 City shall have obtained a loan from the Texas Water Development Board to fund construction of a new sewer treatment plant to be located and constructed on the WPBCT Property (the "TWDB Loan Approval").

8.3 The City Property shall be rezoned to "C" Commercial.

8.4 The Parties shall negotiate a lease agreement (the "Lease Agreement") for the City's continued use of a portion the City Property limited to the Existing Sewer Facilities with no expansion rights post-closing for a term not to exceed three (3) calendar years after Closing. WPBCT shall have the right to use and enjoy the remainder of the City Property not subject to the Lease Agreement immediately post-closing. Terms of the lease agreement shall include the City's obligation to remove the Existing Sewer Facilities and all underground infrastructure from the City Property, conducting a Phase II Property Condition Report post demolition and/or removal of the Existing Sewer Facilities, a security deposit from the City to provide for the cost of such demolition and remediation obligations, and any necessary remediation of the City Property required for WPBCT's use, development, and enjoyment of the City Property.

8.5 The City shall have obtained an easement, which may be delivered at Closing from the necessary parties adjacent to the WPBCT Property to provide for a 150-foot environmental buffer from the proposed New Sewer Facility, as defined herein, to comply with Texas Commission on Environmental Quality Location Standards.

Should any of the foregoing items listed in this Article 8 fail to occur, either party may terminate this Agreement prior to Closing and both parties will be responsible for their own costs and attorney's fees.

**ARTICLE 9**  
**CLOSING**

9.1 Conditions to City's Obligations at Closing. At the Closing following shall be true and correct:

(a) all representations and warranties of the WPBCT in this Agreement shall be true in all material respects; and

(b) the WPBCT shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

9.2 Conditions to the WPBCT's Obligations at Closing. At the Closing following shall be true and correct:

(a) approval of the terms and conditions of this Agreement by the Board of Directors of the WPBCT;

(b) all representations and warranties of City in this Agreement shall be true in all material respects; and

(c) City shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

9.3 Date of Closing. The closing ("Closing") shall occur on or before sixty (60) days after the City receives written confirmation of the TWDB Loan Approval, unless otherwise agreed to by the parties. All conditions of Article 8 and Article 9 must have been satisfied unless a condition is waived by the non-obligated party in writing. However, notwithstanding anything contained in this Agreement to the contrary, in the event that all conditions have not been met on or before May 31, 2021, then this Agreement shall terminate and be of no further force or effect unless the Closing date is extended by the mutual agreement of the parties.

9.4 Place of Closing. The Closing shall be held at the offices of the Title Company and neither party shall be obligated to attend in person.

9.5 Obligations at Closing. At the Closing the following events shall occur, each being a condition precedent to the other events and each being deemed to have occurred simultaneously with the other events:

(a) City shall deliver to the WPBCT a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to the surface estate only of all of City Property, "as is, where is," free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions and the reservations described in Article 7 of this Agreement;

(b) City shall deliver to the WPBCT a Texas Owner's Title Policy, at City's sole expense, issued by Title Company in the WPBCT's favor in the full amount of the value of City Property, insuring the WPBCT's fee simple title to City Property subject only to those title exceptions listed in subsection (a) above, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(i) the boundary and survey exceptions shall be deleted; and

(ii) the exception as to restrictive covenants shall be endorsed "None of Record";

(c) City shall deliver to the WPBCT possession of City Property, subject to the Lease Agreement; and



(d) the WPBCT shall deliver to City a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to the surface estate, “as is, where is,” only of all of WPBCT Property free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions and post-closing obligations;

(e) WPBCT shall deliver and grant a 150-foot environmental buffer easement as shown on the Exhibit “C” to the City, at no cost to WPBCT and the City if a form to be negotiated and executed by both parties.

(f) WPBCT shall deliver and grant a twenty foot (20’) wide easement or such width as agreed to by the parties to the existing discharge point through WPBCT’s remainder property as further depicted on Exhibit “C”, at no cost to the City wherein said easement the City shall agree to locate its utility lines underground under existing and proposed public streets adjoining WPBCT Property and the City Property.

(g) the WPBCT shall deliver to City a Texas Owner’s Title Policy, at the WPBCT’s sole expense, issued by Title Company in City’s favor in the full amount of the value of the WPBCT Property, insuring City’s fee simple title to the WPBCT Property subject only to those title exceptions listed in subsection (d) above, and the standard printed exceptions contained in the usual form of Texas Owner’s Title Policy, provided, however;

(i) the boundary and survey exceptions shall be deleted; and

(ii) the exception as to restrictive covenants shall be endorsed, “None of Record”;

(h) the WPBCT shall deliver to City possession of WPBCT Property, subject to the reservations described in this Agreement and subject to the Permitted Exceptions; and

(i) each party shall sign and deliver a written statement to the City that the Closing has occurred and that both parties have fulfilled all obligations under this Agreement through the date of said Closing.

9.6 Taxes. Ad valorem taxes and applicable special assessments, if any, shall be prorated at the Closing effective as of the Closing Date, based on currently available information and shall not be thereafter adjusted. City shall be solely responsible for all prorated taxes and assessments applicable to City Property. The WPBCT shall be solely responsible for all prorated taxes and assessments applicable to the WPBCT Property.

## ARTICLE 10

### POST-CLOSING OBLIGATIONS

10.1 Construction of New Sewer Facilities on WPBCT Property. The City shall within three (3) years construct a new sewer plant on the WPBCT Property (the “New Sewer Facility”). The City is responsible, at City’s sole cost and expense, for constructing an extension to J.D. Towle

Road and necessary utilities to serve the New Sewer Facility at no cost to WPBCT. WPBCT has no obligation with respect to the road extension and utilities except conveying the right-of-way to the City.

10.2 Remediation of City Property. Within six (6) months after completion of the New Sewer Facility, City will demolish the Existing Sewer Facilities plant on the City Property, perform a new Phase II environmental study at City's cost and expense post-demolition and provide the study to WPBCT. City shall remediate the City Property post demolition of the existing sewer treatment facility to make it suitable for commercial development, at City's sole cost and expense, obtain all required governmental or administrative approvals of the remediation, and create a sinking fund for future potential claims from remediation claims of third parties.

All of the obligations of this Article 10 shall survive Closing.

## **ARTICLE 11**

### **NO BROKERS**

City and the WPBCT each represent and warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution and delivery of this Agreement and City and the WPBCT each agree to hold the other harmless from all liabilities arising from a breach of the representation and warranty made by such party herein, including, without limitation, attorneys' fees and related court costs.

## **ARTICLE 12**

### **TERMINATION & REMEDIES**

12.1 Termination by City. City may terminate this Agreement in the event the conditions stated in this Agreement have not been satisfied in all material respects or waived on the date of the Closing.

12.2 Termination by the WPBCT. The WPBCT may terminate this Agreement in the event the conditions stated this Agreement have not been satisfied in all material respects or waived on the date of the Closing.

12.3 City's Default. If City fails or refuses to consummate the exchange pursuant to this Contract after the end of the Inspection Period for any reason other than a breach by WPBCT of its representations, warranties or agreements hereunder, then WPBCT, may, as its sole and exclusive remedy, terminate this Contract by notifying City thereof.

12.4 WPBCT's Default. If WPBCT fails or refuses to consummate the exchange pursuant to this Contract after the end of the Inspection Period for any reason other than a breach by City of its representations, warranties or agreements hereunder, then City may, as its sole and exclusive remedy, terminate this Contract by notifying WPBCT thereof.

12.5 Termination. If City or WPBCT terminates this Contract pursuant to a right granted to City or WPBCT hereunder to do so, then neither party will have any further rights, duties or

obligations hereunder, except the rights, duties or obligations that expressly survive termination or Closing.

**ARTICLE 13**  
**MISCELLANEOUS**

13.1 Assignment of Contract. This Agreement may not be assigned by either party without the prior written consent of the other party. Any unauthorized purported assignment or delegation of any duties hereunder, without the prior written consent of the other party, shall be void and shall constitute a material breach of this Agreement wherein the non-assigning party may immediately terminate this Agreement.

13.2 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been made when personally delivered by hand or via the emails listed below, or if mailed, when received by the following person at the indicated address:

(a) to City: City of Willow Park  
Bryan Grimes, City Manager  
Willow Park City Hall  
516 Ranch House Road  
Willow Park, Texas 76087  
Email:\_\_\_\_\_

With a copy to: William P. Chesser  
Attorney at Law  
P.O. Box 983  
Brownwood, Texas 76804  
Email: patchesserlaw@yahoo.com

(b) to the WPBCT: Willow Park Baptist Church of Texas  
Attn: Clark Boshier  
129 S. Ranch House Road  
Willow Park, Texas 76008  
Email: clark@willoparkbaptist.org

With a copy to: Marcella Olson  
Pope, Hardwicke, Christie, Schell, Kelly & Taplett,  
L.L.P.  
500 West 7th Street, Suite 600/Unit 9  
Fort Worth, Texas 76102  
Email: molson@popehardwicke.com

13.3 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any litigation arising from this Agreement shall be in Parker County, Texas.

13.4 Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.

13.5 Severability of Provisions. To the extent permitted by law, a holding by any court that any provision in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this Agreement.

13.6 No Limitation of Remedies. Nothing in this Agreement shall be construed to limit any legal or equitable remedy of the parties, except that in no event may either party seek specific performance of this Agreement.

13.7 Prior Agreements Superseded. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

13.8 Expenses. Except as otherwise provided in this Agreement, all fees, costs, and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost, or expense.

13.9 Amendments and Waivers. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by City and the WPBCT. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, and may be signed and transmitted by facsimile or by scan and attachment to an email transmission. Such signatures shall be considered an original signature, and the agreement transmitted shall be considered to have the same binding legal effect as an original signature on the Agreement.

13.11 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, City does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

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

13.13 Deadlines. All deadlines in this Agreement expire at 5:00 P.M. local time. If a deadline falls on a Saturday, Sunday, or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or local holiday. A local holiday is a holiday observed by the county courts of Parker County, Texas.

13.15 Survival. The provisions of Articles 9, 10, 11 and 13.15 shall survive the Closing.

13.16 Conflict with Sealed Bid. Nothing contained in the Agreement shall amend or modify any term or condition contained in the Sealed Bid from WPBCT and in the event of conflict between any term or condition in this Agreement and any term or condition in the Sealed Bid, the Sealed Bid shall prevail.

13.17 Waiver of Claims. WPBCT waives any claim WPBCT has or may have against the City of Willow Park, and the City's respective employees and representatives for the award of damages or attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any bid, waiver, deletion or amendment of any requirements acceptance or rejection of any bids, and award of a bid through the Effective Date of this Agreement.

EXECUTED to be effective as of the date set forth in the preamble to this Agreement.

**City:**

City of Willow Park

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

Its: \_\_\_\_\_

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

**WPBCT:**

Willow Park Baptist Church of Texas,  
a Texas nonprofit corporation

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

Its: \_\_\_\_\_

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

**Exhibit "A"**  
**City Property**

**LEGAL DESCRIPTION**  
**6.35 ACRE WILLOW PARK SEWER PLANT SITE**

Being a 6.35 acre tract situated in the WESLEY FRANKLIN SURVEY, ABSTRACT NO.468, Parker County, Texas and being a portion of that certain condemnation tract to the City of Willow Park, Texas recorded in Docket No 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996 and all of that certain 0.77 acre parcel conveyed to City of Willow Park, Texas by Willow Park Baptist Church of Texas as recorded in Clerk Document No. 201829357, Deed Records Parker County, Texas and being more particularly described as follows.

COMMENCING at a point in the east line of Crown Pointe Boulevard for the northwest corner of Lot 2, Block B, Crown Point Addition Phase II, an addition to Willow Park, Texas as recorded in Cabinet D, Slide 232, Plat Records Parker County, Texas.

Thence North 42°30'00" West with the east line of Crown Pointe Boulevard a distance 392.13 feet to the Point of Beginning;

Thence North 42°30'00" West with the Crown Pointe Boulevard east line a distance of 220.97 feet to a point for the beginning of a curve to the right having a radius of 720.00 feet, a central angle of 42°30'00", and a long chord which bears North 21°15'00" West, 521.91 feet;

Thence along said curve to the right and east line of Crown Pointe Boulevard an arc distance of 534.07 feet to a point;

Thence North 00°00'00" East with the Crown Pointe Boulevard east line a distance of 97.21 feet to a point in the north line of said Franklin Survey and the south line of the Patricia G. Chenault tract as recorded in Volume 1585, Page 348, Deed Records Parker County, Texas;

Thence North 89°00'36" East with the north line of said Franklin Survey and the south line of said Chenault tract a distance of 477.63 feet to a point;

Thence South 00°23'41" West a distance of 636.05 feet to a point;

Thence South 48°36'13" West a distance of 179.60 feet to the Point of Beginning and Containing 276,744 square feet, 6.35 acres of land, more or less.

**Exhibit "B"**  
**WPBCT Property**

BEING 8.60 acres situated in the WESLEY FRANKLIN SURVEY, Abstract No. 468, City of Willow Park, Parker County, Texas, being a portion of that certain tract of land described in deed to Willow Park Baptist Church of Texas, recorded in Volume 2896, Page 403, County Clerk, Records, Parker County, Texas, being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northeasterly line of Crown Pointe Boulevard (A Dedicated 80' Public Right-of-Way), being the west 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 Cabinet D, Slide 232, Plat Records, Parker County, Texas;

THENCE N 42°30'00" W, along the northeasterly line of said Crown Pointe Boulevard, a distance of 60.00 feet to a point at the most westerly southwest corner of the herein described tract;

THENCE N 47°30'00" E, leaving the northeasterly line of said Crown Pointe Boulevard, being a distance of 60.00 feet northwest of and parallel to the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to a point;

THENCE N 60°27'16" E, a distance of 329.81 feet to a point in the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of the Clear Fork Trinity River;

THENCE along the northeasterly line of said Willow Park Baptist Church of Texas tract, being the approximate centerline of said Clear Fork Trinity River, as follows:

S 48°48'55" E, a distance of 181.64 feet to a point;

N 71°14'08" E, a distance of 225.01 feet to a point;

S 72°01'15" E, a distance of 133.71 feet to a point;

S 41°31'46" E, a distance of 178.63 feet to a point;

S 35°12'35" E, a distance of 148.76 feet to a point at the most north, northwest corner of Lot 1R, Block A, THE VILLAGE AT CROWN PARK, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 363, Plat Records, Parker County, Texas;

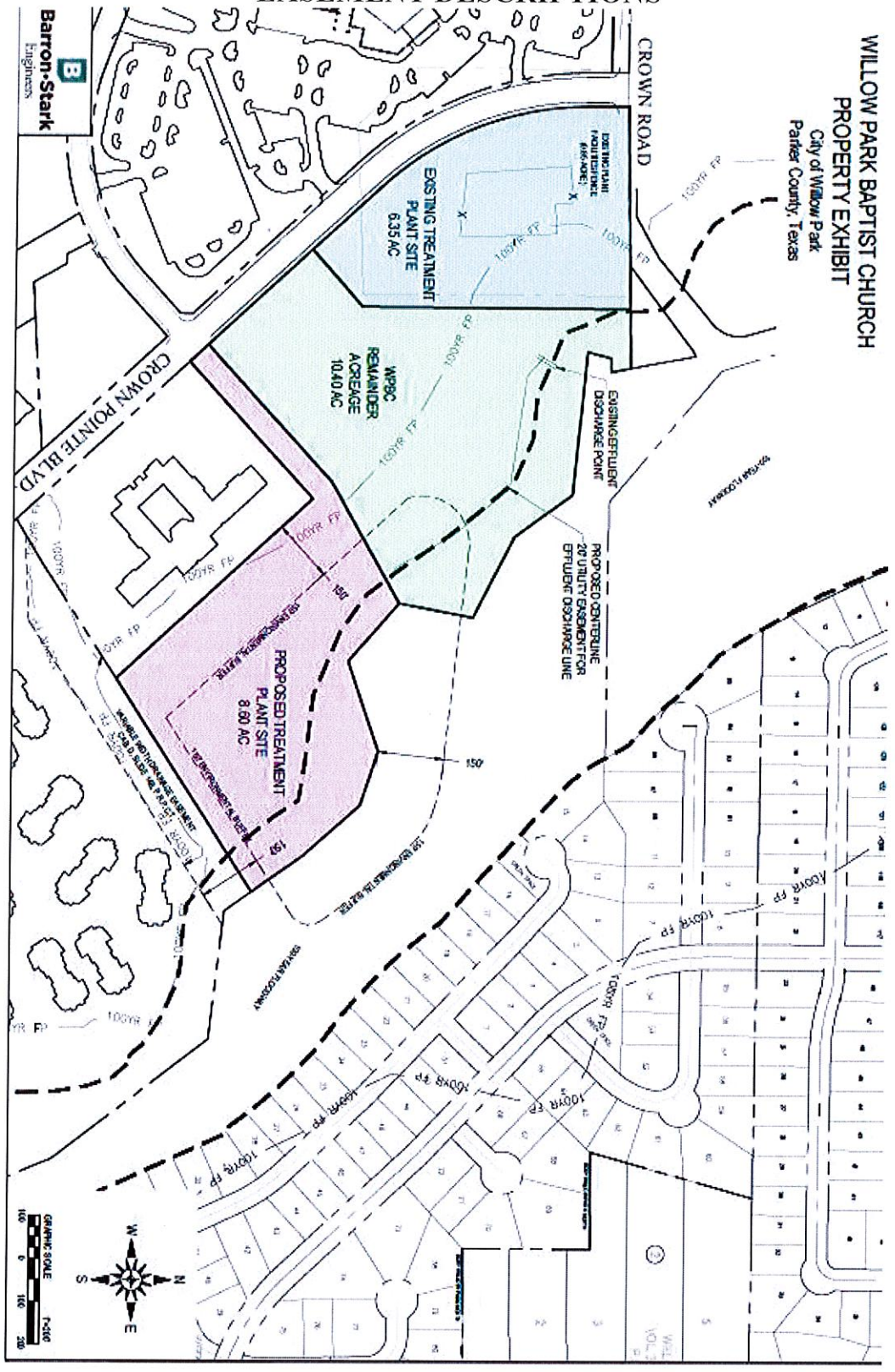
THENCE S 56°58'07" W, along the northwesterly line of said Lot 1R, Block A, a distance of 599.52 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the east corner of said Lot 2, Block E;

THENCE N 42°30'00" W, along the northeasterly line of said Lot 2, Block B, a distance of 628.93 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the north corner of said Lot 2, Block B;

THENCE S 47°30'00" W, along the northwesterly line of said Lot 2, Block B, a distance of 437.53 feet to the POINT OF BEGINNING and containing 8.60 acres (374,479 square feet) of land, more or less.

# Exhibit "C" EASEMENT DESCRIPTIONS

WILLOW PARK BAPTIST CHURCH  
PROPERTY EXHIBIT  
City of Willow Park  
Parker County, Texas







# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 22, 2020	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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## AGENDA ITEM:

Discussion only: Presentation by Derek Turner on current water system and update on Fort Worth water project.

## BACKGROUND:

At the request of Councilwoman Fennell from the August 25 Meeting, Councilwoman Fennell requested an update on the water system specifically:

- Current capacity
- Summary of approved residential developments not currently on the system. i.e. number of homes, apartments, townhomes
- Expected water usage of these developments once added to the system and when they're expected to come online
- Timeline of the FW water line in respect to development

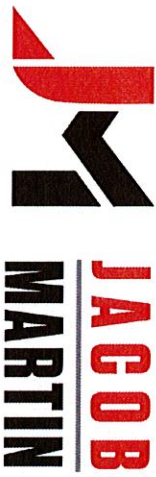
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## STAFF/BOARD/COMMISSION RECOMMENDATION:

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## EXHIBITS:

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



# Willow Park Water Supply Discussion

DEREK TURNER, P.E.



# Background

- ▶ Projections made based on past years which include rationing
- ▶ Well Capacity based on well pump tests – **Not Daily Pumpage**

## **CURRENT RATED CAPACITY IS 1.7 MGD**

- ▶ Well Pumpage can change based on aquifer conditions and demands
- ▶ Projections provided in 2017 CIP and March 2020 for connections and water use
- ▶ Three new wells drilled last year
- ▶ Six wells rehabbed over last couple of years – **not intended for capacity increase**

# Previous Projections (03/2020)

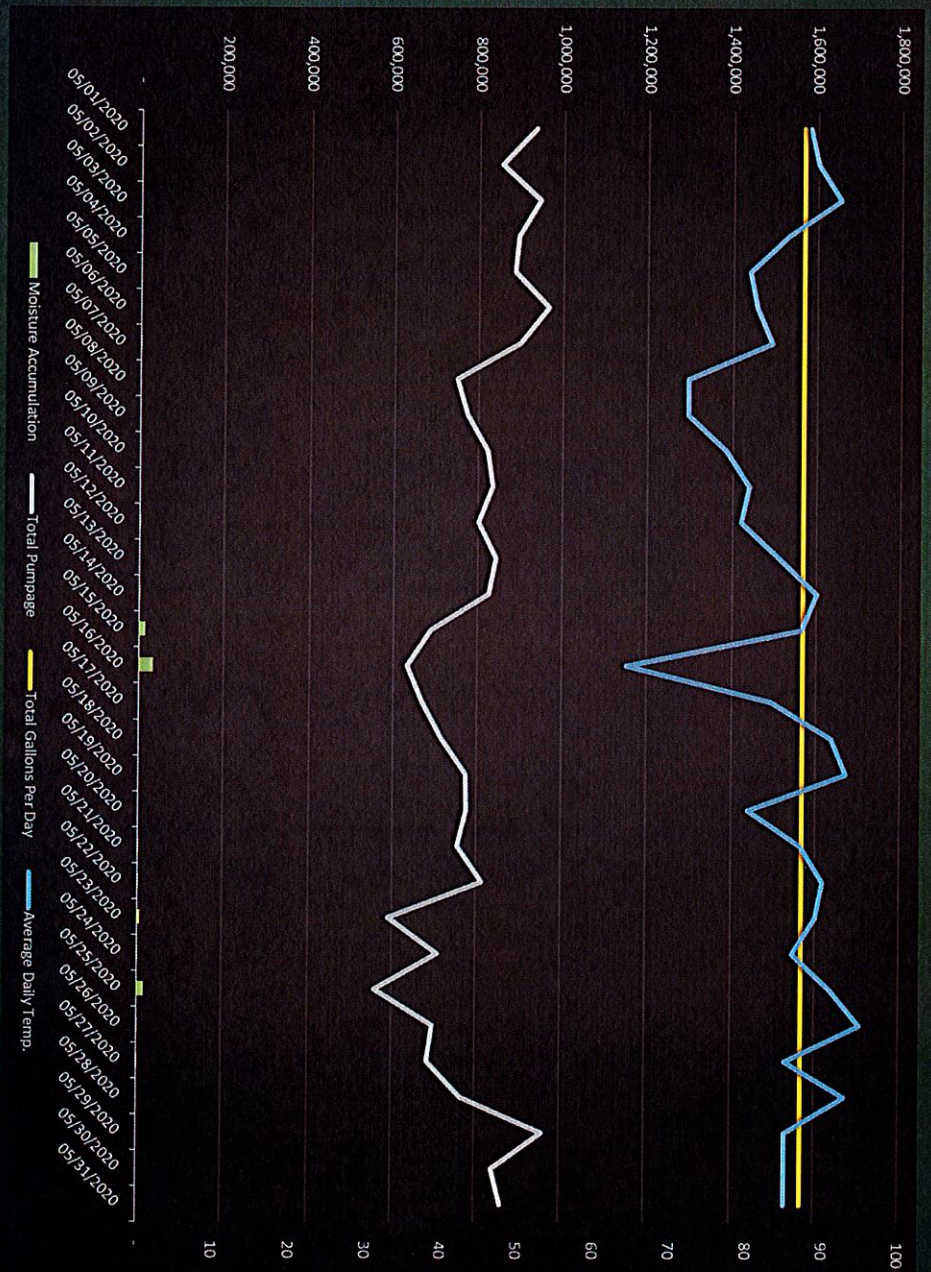
## WATER USE PROJECTIONS

Year	Water Conn	Yearly Flow (MG/Yr)	Max Daily Flow MGD	gpm/conn	Available MGD
2017	2179	211.89	1.23	0.39	1.30
2018	2202	233.31	1.25	0.39	1.30
2019	2293	262.45	1.41	0.43	1.70
2020	2343	283.52	1.45	0.43	1.70
2021	2551	306.28	1.58	0.43	1.7/5.0
2022	2713	330.87	1.68	0.43	5.00
2023	2895	357.43	1.79	0.43	5.00

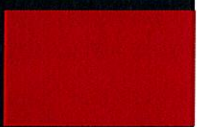
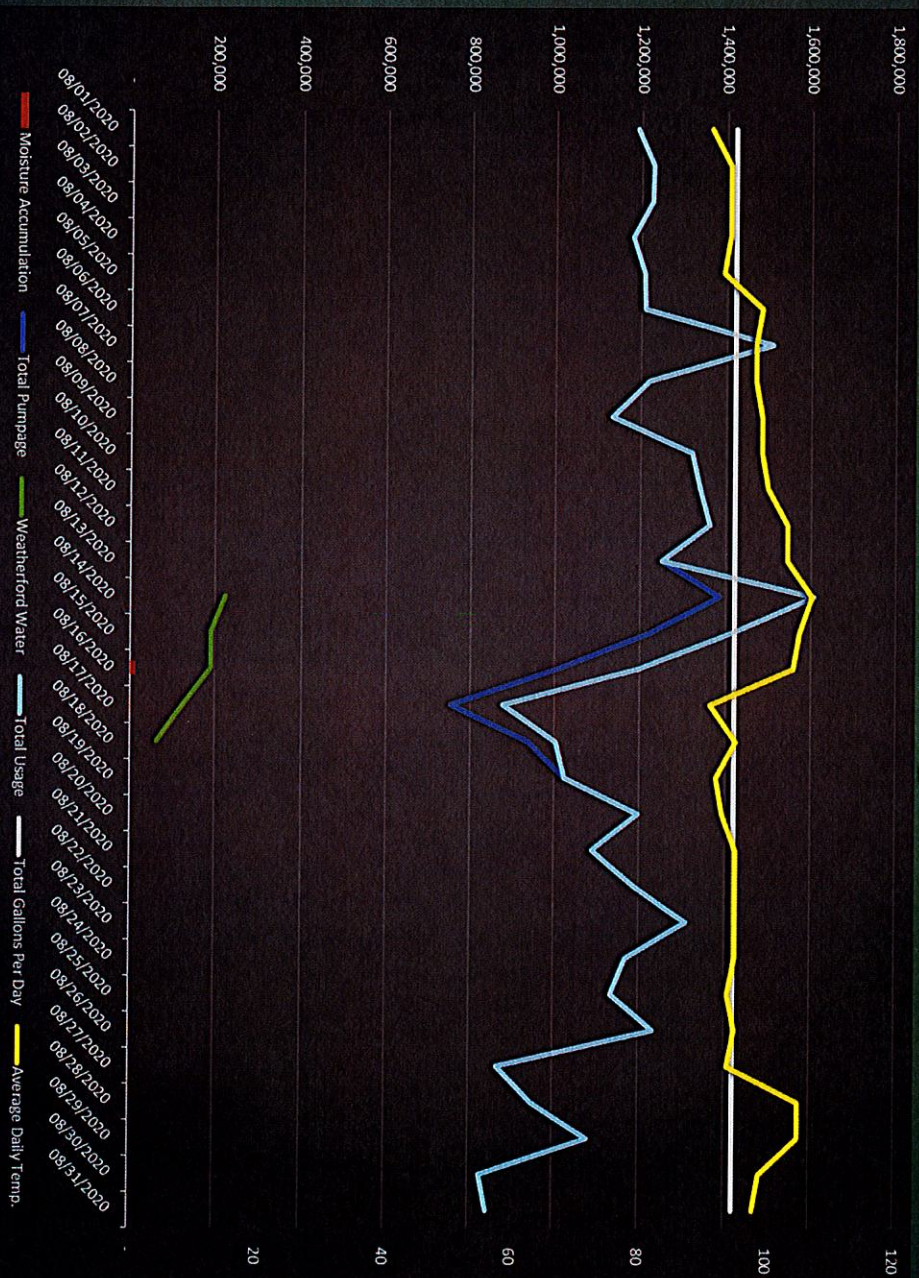
\*

\* Fort Worth supply expected to come on line in summer 2021.

# Water Use Chart for Average Month



# Water Use Chart for High Month



# Meter Projections

- ▶ Currently, there are approximately 465 permitted or requested new accounts
- ▶ These are included in the projections from the CIP and March 2020

Development	Lots or Units	Expected Occupation
<b>TRZ Development</b>		
Single Family	91 Lots	Evenly Over Next 3 Years
Multi-Family	208 Units	Half in 2021 and half in 2022
Townhomes	110 Units	Half in 2022 and half in 2023
Village at Willow park	58 Townhomes	Half in 2023 and half in 2024
Vernanda Village	64 Units	Half in 2022 and half in 2023
Independent Living	152 Units	Summer 2021
Spring Hill Suites	88 Rooms	Spring 2021
Commerical Businesses	3	Spring 2021
Meadow Place Phase 2	20	Late 2021

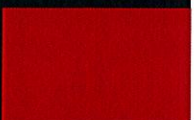
# Water Supply Projections



- ▶ Peak Pumpage in 2020 – 1,509,000 Gallons
- ▶ Pumped more 80% or more of Rated Capacity for three consecutive months
- ▶ Well pumpage maxed at 1.42 MGD during highest use period
- ▶ No additional groundwater is available in Willow Park
- ▶ Fort Worth Water Supply will provide sufficient supply



# Water Use Projections Updated for 2020 Data



## WATER USE PROJECTIONS

Year	Water Conn	Yearly Flow (MG/Yr)	Max Daily Flow MGD	gpm/conn	Available MGD
2017	2179	211.89	1.23	0.39	1.30
2018	2202	233.31	1.25	0.39	1.30
2019	2293	262.45	1.41	0.43	1.70
2020	2343	283.52	1.51	0.45	1.42
2021	2551	306.28	1.65	0.45	1.42/5.0
2022	2713	330.87	1.76	0.45	5.00
2023	2895	357.43	1.88	0.45	5.00

\*Fort Worth supply expected to come on line in summer 2021.



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 22, 2020	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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**AGENDA ITEM:**

Discussion/ Action: To consider and act to authorize staff to conduct a Market Study for Commercial Water Rates Adjustment

**BACKGROUND:**

At the request of Councilwoman Fennell, staff would be directed to initiate, develop, and complete a Market Rate Study to specifically review Commercial Water Rates and advise Council to a new rate structure for Commercial Water Rates.

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

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**EXHIBITS:**

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

## Enterprise Fund Utility Rates/Services

### Impact and Tap Fees

#### Water Impact Fees

Meter Size		AWWA Capacity	Meter Equivalent	Impact Fee
5/8"	20		#	\$2,509.88
3/4"	30		#	\$3,746.09
1"	50		#	\$6,255.98
1-1/2"	100		#	\$12,474.50
2"	160		#	\$19,966.69
3"	320		#	\$39,970.83
4"	500		#	\$62,447.40
6"	1,000		#	\$124,857.34

#### Water Tap Fees

Water Tap Fee ( 1" or less)	\$500
Water Tap Fee ( 1 1/2" - 2")	\$750
Water Tap Fee ( 3" - 4")	\$1,000
Water Tap Fee ( 6")	\$1,500

#### Wastewater Impact Fee

Meter Size		AWWA Capacity	Meter Equivalent	Impact Fee
5/8"	20		#	\$1,948.26
3/4"	30		#	\$2,907.85
1"	50		#	\$4,856.12
1-1/2"	100		#	\$9,683.15
2"	160		#	\$15,498.86
3"	320		#	\$31,026.80
4"	500		#	\$48,473.92
6"	1,000		#	\$96,918.76

#### Wastewater Tap Fees

Wastewater Tap Fee ( 1" or less)	\$500
Wastewater Tap Fee ( 1 1/2" - 2")	\$750
Wastewater Tap Fee ( 3" - 4")	\$1,000
Wastewater Tap Fee ( 6")	\$1,500

\*Commercial Wastewater requires additional construction costs for a manhole and any other improvements required by the Public Works Director

\*Impact & Tap Fees to be paid with permit fees

### Utility Deposits

	Residential	Residential Sr.	Res. Outside	Commercial	Irrigation
Account Deposit	\$100	\$100	\$200	\$200	\$100
New Account Application & Set	\$50	\$50	\$60	\$60	\$50
Existing Account Re-Activation	\$35	\$35	\$45	\$45	\$35
Unscheduled Account Closure	\$25	\$25	\$25	\$25	\$25
Payment Plan Application Fee	\$25	\$25	\$25	\$50	\$50
Medical Hardship Application Fee	\$10	\$10	\$10	N/A	N/A

\*All Residential and Residential Sr. accounts include Residential Solid Waste (curbside garbage)

\*\*All Residential Outside (ETJ) accounts must provide proof of on-site sewage facility (OSFF) and solid waste service prior to water service activation

\*\*\*Commercial accounts must provide proof of solid waste services through Duncan Disposal/Republic Services

\*\*\*\*All construction accounts are classified as Commercial accounts

\*\*\*\*\*Residential Outside (ETJ) accounts that do not have a deposit on file will be charged a \$10 per month prorated deposit charge

Late Payment Charge	5% of Delinquent Balance
Non-Sufficient Funds Fee	\$30
Credit/Debit Card Processing Fee	3% of Transaction

### Water Base Rates

Meter Charge is assessed as a monthly base charge for connecting to City Water Utility

Meter Charge	Residential	Residential Sr.	Res. Outside (ETJ)	Commercial	Irrigation
5/8 Inch	\$41.71	\$31.29	\$47.97	\$41.71	\$41.71
3/4 inch	\$62.57	\$46.93	\$71.96	\$62.57	\$62.57
1 inch	\$104.29	\$78.21	\$119.93	\$104.29	\$104.29
1 1/2 inch	\$208.57	\$156.43	\$239.86	\$208.57	\$208.57
2 inch	\$333.72	\$250.29	\$383.77	\$333.72	\$333.72
3 inch	\$625.72	\$469.29	\$719.57	\$625.72	\$625.72
4 inch	\$1,042.86	\$782.15	\$1,199.29	\$1,042.86	\$1,042.86
6 inch	\$2,085.72	\$1,564.29	\$2,398.58	\$2,085.72	\$2,085.72

### Water Volumetric Charges

Water volumetric charges are assessed based on 1,000 gallon usage

Volumetric Charge	Residential	Residential Sr.	Res. Outside (ETJ)
0 - 9,000 gallons	\$3.89	\$2.92	\$4.47
9,001 - 20,000 gallons	\$4.87	\$4.87	\$5.60
20,001 - 40,000 gallons	\$6.08	\$6.08	\$6.99
40,000 gallons +	\$7.60	\$7.60	\$8.74

<b>Volumetric Charge</b>	<b>Commercial</b>	<b>Irrigation</b>
0 - 25,000 gallons	\$3.89	\$4.87
25,000 - 50,000 gallons	\$4.87	\$6.08
50,000 gallons	\$6.08	\$7.60

**Wastewater Rates**

	<b>Residential</b>	<b>Commercial</b>
Base Charge	18.43	18.43

Wastewater Base Charges are assessed as monthly charge for connecting to City Wastewater Utility

	<b>Residential</b>	<b>Commercial</b>
Volumetric Charge (per 1,000 gallons)	4.75	4.75

Wastewater Volumetric Charges are assessed based on a Winter Average per 1,000 gallon water usage for residential customers. Wastewater Volumetric Charges are assessed based on actual water usage for commercial customers.

**Solid Waste Rates**

Residential Solid Waste Pick Up	15.99
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Monthly charge based on contracted service provider

**Additional Utility Services**

Water Meter Installation/Change Out	\$250 + cost of equipment
Meter Box Installation/Change Out	\$250 + cost of equipment
Water Meter Testing (Fee is refunded if meter is found to be outside industry)	\$75
Equipment Damage Fee	\$75 + equipment replacement cost
Meter Tampering (Meter lock broken or removed, curb stop damaged or broken, dialog damaged or disconnected, meter broken or stolen, unauthorized connection inserted, and unauthorized water usage)	\$500
Construction Water Meter Deposit (Fire Hydrant Meters)	\$2,300

# CITY OF ALEDO

## Water & Sewer Rates

The Aledo City Council approved the following water & sewer rates, effective February 1, 2012:

Residential and Commercial Water Rates			
Meter Size	Meter Charge	Water Consumption	Volume Charge (per 1,000 gal.)
		3,000 - 6,999	\$ 5.84
A - 3/4" or 5/8"	\$ 27.15	7,000 - 11,999	\$ 6.76
B - 1"	\$ 67.87	12,000 - 16,999	\$ 7.67
C - 1 1/2"	\$ 135.74	17,000 - 29,999	\$ 8.58
D - 2"	\$ 217.18	30,000 - 59,999	\$ 12.60
E - 3"	\$ 407.22	60,000 - 89,999	\$ 16.62
F - 4"	\$ 678.70	90,000 +	\$ 24.67
Bulk Water Rate (per 1,000 gallons)			\$ 24.67

Beginning February 1, 2012, the following monthly rates shall be charged for sewer service furnished by the City to residential customers:

Residential Sewer Rates	
Base Charge	\$ 30.00
2,000 – 2,999	\$ 1.00 per 1,000 gallons
3,000 to 16,000 gallons	\$ 6.26 per 1,000 gallons
Maximum Sewer Charge	\$ 112.38

Beginning February 1, 2012, the following monthly rates shall be charged for sewer service furnished by the City to commercial customers:

Commercial Sewer Rates	
Base Charge	\$ 30.00
2,000 – 2,999	\$ 1.00 per 1,000 gallons
3,000 gallons and above Per 1,000 gallons w/no limit	\$ 6.26 per 1,000 gallons

Multi-family accounts shall be charged at the commercial base rate multiplied by the number of occupied units.

**EXAMPLE – MONTHLY BILL FOR 8,000 GALLONS  
RESIDENTIAL & COMMERCIAL CUSTOMERS**

**Water – Residential & Commercial**

Water Meter Charge (3/4 inch meter) (meter charge includes 2,000 gallons)	\$27.15
Volume Charge @ \$1.00 per 1,000 gal. (1,000 gallons)	\$1.00
Volume Charge @ \$5.84 per 1,000 gal. (4,000 gallons)	\$23.36
Volume Charge @ \$6.76 per 1,000 gal. (1,000 gallons)	<u>\$6.76</u>
Total Water Charge	\$58.27

**Sewer - Residential**

Base Charge (includes 2,000 gallons)	\$30.00
Volume Charge @ \$1.00 per 1,000 gal (1,000 gallons)	\$1.00
Volume Charge @ \$6.26 per 1,000 gal. (5,000 gallons)	<u>\$31.30</u>
Total Sewer Charge	\$62.30

**Sewer - Commercial**

Base Charge (includes 2,000 gallons)	\$30.00
Volume Charge @ \$1.00 per 1,000 gal. (1,000 gallons)	\$1.00
Volume Charge @ \$6.26 per 1,000 gal. (5,000 gallons)	<u>\$31.30</u>
Total Sewer Charge	\$62.30

**EXAMPLE – MONTHLY BILL SUMMARY - RESIDENTIAL**

Water	\$58.27
Sewer	\$62.30
Refuse (Base Charge - \$13.00 Sales Tax (8.25%) - \$1.07)	<u>\$14.07</u>
Total Residential Bill	\$132.24

**EXAMPLE – MONTHLY BILL SUMMARY – COMMERCIAL**

Water	\$58.27
Sewer	\$62.30
Refuse (billed directly by Allied Waste / Duncan Disposal / Republic Waste)	<u>N/A</u>
Total Commercial Bill	\$120.57

## Hudson Oaks Residential Water Rates

<https://hudsonoaks.com/articles/residential-water-rates>

### Base Rate (Meter Charge)

METER SIZE	MONTHLY FEE
0.75 inches	\$41.00
1.00 inches	\$78.00
1.50 inches	\$115.00
2.00 inches	\$245.00
3.00 inches	\$300.00

### Consumption Rates (Usage)

MONTHLY CONSUMPTION (GALLONS)	MONTHLY RATE (PER 1,000 GALLONS)
0-5,000	\$4.29
5,001-10,000	\$4.95
10,001-30,000	\$6.33
30,0001+	\$7.57

## Hudson Oaks Commercial Water Rates

### Base Rate (Meter Charge)

METER SIZE	MONTHLY FEE
0.75 inches	\$41.00
1.00 inches	\$78.00
1.50 inches	\$115.00
2.00 inches	\$245.00
3.00 inches	\$300.00

### Consumption Rates (Usage)

MONTHLY CONSUMPTION (GALLONS)	MONTHLY RATE (PER 1,000 GALLONS)
0-15,000	\$5.49
15,001-35,000	\$7.23
35,001-65,000	\$8.49
65,001+	\$9.99





# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> September 22, 2020	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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**AGENDA ITEM:**

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**BACKGROUND:**

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

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**EXHIBITS:**

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

## Enterprise Fund Utility Rates/Services

### Impact and Tap Fees

#### Water Impact Fees

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Existing Account Re-Activation	\$35	\$35	\$45	\$45	\$35
Unscheduled Account Closure	\$25	\$25	\$25	\$25	\$25
Payment Plan Application Fee	\$25	\$25	\$25	\$50	\$50
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<b>Volumetric Charge</b>	<b>Commercial</b>	<b>Irrigation</b>
0 - 25,000 gallons	\$3.89	\$4.87
25,000 - 50,000 gallons	\$4.87	\$6.08
50,000 gallons	\$6.08	\$7.60

**Wastewater Rates**

	<b>Residential</b>	<b>Commercial</b>
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Wastewater Base Charges are assessed as monthly charge for connecting to City Wastewater Utility

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Meter Box Installation/Change Out	\$250 + cost of equipment
Water Meter Testing (Fee is refunded if meter is found to be outside industry)	\$75
Equipment Damage Fee	\$75 + equipment replacement cost
Meter Tampering (Meter lock broken or removed, curb stop damaged or broken, dialog damaged or disconnected, meter broken or stolen, unauthorized connection inserted, and unauthorized water usage)	\$500
Construction Water Meter Deposit (Fire Hydrant Meters)	\$2,300