



**City of Willow Park
City Council
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, October 13, 2020 at 7:00 p.m.**

The City Council of the City of Willow Park, reserves the right to meet in closed, executive session on any of the items listed below should the need arise and if authorized by Title 5, Chapter 551, of the Texas Government Code.

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 22, 2020.

Regular Agenda Items

1. Discussion/ Action: To consider and act on appointing a Councilmember for Place 2.
2. Discussion/ Action: To consider and act to allow City Secretary to administer the oath of office for Councilmember Place2 .
3. Discussion/ Action: To consider and act on a Final Plat of a Replat of Lot 3, Block A, Crown Bluff Addition, City of Willow Park, Parker County, Texas.
4. Discussion/ Action: To consider and act on a Site Plan for a Climate Controlled Self Storage Facility on Lot 3R2, Block A, Crown Bluff Addition, located in the 4600 Block E. IH 20 Service Road South.
5. Discussion/ Action: To consider and act on a revised Site Plan for Recreational Vehicle Sales and Service on Lot 1 R 1, Block A, Crown Bluff Addition, City of willow Park, Parker County, Texas, located at 4400 E. IH 20 Service Road South.
6. Discussion/ Action: To consider and act on a Resolution designating the official newspaper of the City of Willow Park for the fiscal year 2020-2021.
7. Discussion/ Action: To consider and act on Approving Holiday Schedule
8. Discussion /Action on a resolution authorizing the transfer of funds received by the City from the CRF, in an amount not to exceed \$47,000, to the Aledo ISD for the purchase of technology devices to be used by the District.
9. Discussion/ Action: To consider and act on authorizing the City Engineer to revise the TWDB CWSRF Preliminary Engineering Report to show the Willow Park Baptist Church property as the preferred site for the new wastewater treatment plant.
10. Discussion/ Action: To consider and act on Request for Waiver of Local Match Fund Participation Requirement on Federal Off-System Bridge Program Project

11. Discussion/Action: To consider a Water Facility Easement and a Temporary Construction Easement with Boswell Interests, LTD. to construct a water line across property known as Boswell Ranch in the City's extraterritorial jurisdiction.
12. Discussion/Action: To consider a Water Service Agreement with Boswell Interests, Ltd. to provide water to property known as Boswell Ranch in the City's extraterritorial jurisdiction after it is annexed in exchange for the granting of the Water Facility Easement.
13. Discussion/Action: Deliberation of acquisition of real property for Fort Worth Water Line
14. Discussion/ Action: To consider and act on items to be considered for future council meetings.
15. 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
- B. § 551.072. Texas Government Code. Deliberations about Real Property Deliberation of acquisition of real property for Fort Worth Water Line

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 October 9, 2020 at 5:00 p.m.

Alicia Smith TRMC/ CMC, City Secretary

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



**City of Willow Park
City Council
Regular Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, September 22, 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 Amy Fennell
Councilmember Greg Runnebaum
Councilmember Lea Young
Councilmember Nathan Crummel

Invocation & Pledge of Allegiance

Mayor Moss led a moment of silence and the pledge of allegiance.

Public Comments

NONE

Consent Agenda

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

Motion was added by Councilmember Young

To approve the meeting minutes from September 8

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel

Abstain: Councilmember Fennell

Motion passes with a vote of 4-0-1

Regular Agenda Items

1. Discussion/ Action: To consider and act on

Motion made by Councilmember Runnebaum

To adopt Ordinance 809-20, an ordinance providing for the adoption of the City of Willow Park Municipal budget for Fiscal Year 2020-2021.

Seconded by Councilmember Contreras

Councilmember Eric Contreras - Aye

Councilmember Amy Fennell - Nay

Councilmember Greg Runnebaum - Aye

Councilmember Lea Young - Aye

Councilmember Nathan Crummel – Aye

Motion passes with a vote of 4-1

Motion made by Councilmember Runnebaum

To ratify the adoption of Ordinance 809-20, an ordinance providing for the adoption of the City of Willow Park Municipal budget for Fiscal Year 2020-2021.

Seconded by Councilmember Contreras

Councilmember Eric Contreras - Aye

Councilmember Amy Fennell - Nay

Councilmember Greg Runnebaum - Aye

Councilmember Lea Young - Aye

Councilmember Nathan Crummel – Aye

Motion passes with a vote of 4-1

- 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.**

Motion made by Councilmember Young

To adopt 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 (\$0.2682) and a levy for Maintenance and Operations (\$0.2685) consistent with the Fiscal Year 2020-2021 Municipal Budget.

Seconded by Councilmember Runnebaum

Councilmember Eric Contreras - Aye

Councilmember Amy Fennell - Nay

Councilmember Greg Runnebaum - Aye

Councilmember Lea Young - Aye

Councilmember Nathan Crummel – Aye

Motion passes with a vote of 4-1

Motion made by Councilmember Runnebaum

To ratify the adoption of 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.

Seconded by Councilmember Contreras

Councilmember Eric Contreras - Aye

Councilmember Amy Fennell - Nay

Councilmember Greg Runnebaum - Aye

Councilmember Lea Young - Aye

Councilmember Nathan Crummel – Aye

Motion passes with a vote of 4-1

3. Discussion/ Action: Property Swap for Wastewater Treatment Plant

Motion made by Councilmember Runnebaum

To move to award a bid for the exchange of property to Willow Park Baptist Church subject to the negotiation of a final contract for exchange, such contract would be approved by the Council.

Seconded by Councilmember Fennell

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

Motion passes with a vote of 5-0

4. Discussion Only: Water Update

City Engineer, Derek Turner gave a presentation on the current water system.

5. Discussion/ Action: Commercial Water Rate Market Study

Motion made by Councilmember Young

To ask staff to prepare an RFP for consultants and table acting on a commercial water rate study until Council receives more information that staff will present to Council at a later date.

Seconded by Councilmember Fennell

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

Motion passes with a vote of 5-0

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

- Commercial Rate study
- Land swap issues
- Finalize Storm water rate study
- Zoning Ordinances update

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

Regular Council Meeting on October 13, 2020, at 7:00 pm

Executive Session

NONE

Council Comments

At this time during the meeting, Councilmember Fennell resigned from Council due to a career change.

Adjournment

Motion made by Councilmember Fennell

To adjourn

Seconded by Councilmember Young

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

Motion passes with a vote of 5-0

Meeting was adjourned at 8:06 PM

APPROVED:

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary



CITY COUNCIL APPOINTMENT PROCESS AND PROCEDURE

1. As applications are received, they will be forwarded to the Mayor and Councilmembers at the end of each week.
2. All interviews will be at the discretion of the City Council.
3. Tentatively, the appointment to fill the vacant Council seat is scheduled to be voted on at a called meeting on Tuesday, October 13, 2020, City Council meeting, prior to the Regular meeting at 7:00 PM (Subject to change).
4. Council Seat, Place 2 is up for re-election on May, 2021. *Filing information for place on the ballot will be available on our website at www.willowpark.org beginning in December and throughout the election period.



CITY COUNCIL VOLUNTEER OPPORTUNITY

City of Willow Park, 516 Ranch House Rd, Willow Park, TX 76087
817-441-7108

Citizens interested in being considered for appointment to fill the vacancy on Place 4 of the Willow Park City Council may utilize this form or download the form at www.willowpark.org, Departments, City Secretary. Applications for the City Council position will be accepted daily until October 13, 2020.

Each applicant :

- must be a qualified voter
- must be a registered voter in the City of Willow Park
- must be a citizen of the United States
- must be at least eighteen (18) years of age
- must have resided in the State of Texas for one (1) year
- must have resided in the City of Willow Park for six (6) months
- must not have been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated
- must not have been finally convicted of a felony (unless pardoned or otherwise released from the resulting disabilities).

Resumes are requested but not required.

All information provided to the City is subject to the Open Records Act / Texas Public Information Act. If appointed, the applicant may elect to have home address, home telephone number and family member information excluded from disclosure requirements.

Name (Please print): _____ Phone (h): _____

Address: _____ Phone (work or cell): _____

Address: _____ E-Mail Address: _____

Resident of Willow Park since: _____ (mm/day/yy) _____

Voter Registration ID#: _____

DOB: _____

Occupation or area of expertise: _____

Previous public service and entity served: _____

Have you ever attended any public meeting of the City? _____

Previous Civic involvement; position(s) held, if any: _____

State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the Council: _____

What is your vision for Willow Park? _____

Please sign and return this form to City Hall in a sealed envelope marked ATTN: Alicia Smith, City Secretary, or email to Asmith@willowpark.org

As a registered voter in the City of Willow Park, I am interested in being considered for appointment to City Council, Place 4. I have read and understand the guidelines set out in this application. The foregoing statements are true, accurate, and complete. I agree that any misrepresentation or omission of facts may result in my disqualification for appointment or termination of the appointment.

Signature of Applicant

Date



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: September 15, 2020	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 1

Consider and Act on a Final Plat of a Replat of Lot 3, Block A, Crown Bluff Addition, City of Willow Park, Parker County, Texas, located in the 4600 Block of E. IH 20 Service Road South.

BACKGROUND:

The owner proposes to replat Lot 3, Block A, Crown Bluff Addition into two lots. Lot 3R1 will be a 1.48 acre lot (future development) and Lot 3R2 will be a 2.57 acre lot (Extra Space Storage). Both lots will be served from a single (24') entrance, which is shared with Texas First Rentals. Lot 3R2 also has frontage on Bankhead Hwy. A 26 foot fire lane and access easement off Bankhead Hwy is part of this plat. The lots will be served by City water. Private on-site sewage systems will serve each lot.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Final Plat of a Replat of Lot 3, Block A, Crown Bluff Addition meets the requirements of the Subdivision Ordinance and Staff recommends approval as presented.

The Planning and Zoning Commission recommends approval as presented.

EXHIBITS:

Plat Application
Final Plat

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



City of Willow Park Development Services

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

PLAT APPLICATION
MUST BE AN ORIGINAL DOCUMENT – FAXED COPIES WILL NOT BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL

Type of Plat: Preliminary Final Replat Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: 08/25/2020

Address (if assigned): _____

Name of Additions: CROWN BLUFF ADDITION

Location of Addition: DAVID ADDINGTON SURVEY, ABSTRACT NO. 21

Number of Lots: 2 Gross Acreage: 4.06 Zoning: C # of New Street Intersections: 0

PROPERTY OWNER:

Name: PC5 PROPERTIES, LLC

Contact: MICHAEL PURYEAR

Address: 5665 SE LOOP 410

Phone: 210 648-8921

City: SAN ANTONIO

Fax: _____

State: TX Zip: 78222

Email: MICHAEL.PURYEAR@HOLTCAT.COM

Signature: *Michael Puryear*

APPLICANT:

Name: WP I-20 INVESTMENTS, LLC

Contact: Christian Alvarado

Address: 1701 Nueces St.

Phone: 512-051-1012

City: Austin

Fax: _____

State: TX Zip: 78701

Email: caa@cb-cap.com

Signature: *Christian Alvarado*

SURVEYOR:

Name: KIMLEY-HORN

Contact: JOSHUA D. WARGO, RPLS

Address: 801 CHERRY STREET, SUITE 1300

Phone: 817-962-2193

City: FORT WORTH

Fax: _____

State: TX Zip: 76102

Email: JOSH.WARGO@KIMLEY-HORN.COM

Signature: *Josh D. Wargo*

ENGINEER:

Name: KIMLEY-HORN

Contact: JARED EARNEY, PE

Address: 801 CHERRY STREET, SUITE 1300

Phone: 817-900-8526

City: FORT WORTH

Fax: _____

State: TX Zip: 76102

Email: JARED.EARNEY@KIMLEY-HORN.COM

Signature: *Jared Earney*

PRINCIPAL CONTACT: _____ Owner _____ Applicant _____ Surveyor Engineer

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

UTILITY PROVIDERS

Electric Provider: _____

Water Provider: CITY OF WILLOW PARK

Wastewater Provider: N/A

Gas Provider (if applicable): _____

APPLICATION FEES

Jared Earney
09/01/2020

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

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

Additional fees (if applicable):

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

City Use Only

Fees Collected: \$ _____ \$ _____

\$ _____ \$ _____

Receipt Number: _____

PLAT REVIEW CHECKLIST:

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

I. GENERAL:

Name of Addition: CROWN BLUFF ADDITION

Applicant: WP I-20 INVESTMENTS, LLC

Property Owner(s): PC5 PROPERTIES, LLC

Location of Addition: DAVID ADDINGTON SURVEY, ABSTRACT NO. 21

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT

STAFF

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

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

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

IV. REQUIRED DOCUMENTS FOR A REPLAT

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

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

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

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

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

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

**Willow Park
Plat
Building Official Review**

Applicant Questions:

Front building setback: 25 ft.

Rear building setback: 10 ft.

Side building setback: 10 & 25 ft.

Side building setback: 10 & 25 ft.

Does the site include any utility/electric/gas/water/sewer easements? Yes No

Does the site include any drainage easements? Yes No

Does the site include any roadway/through fare easements? Yes No

Staff Review:

Does the plat include all the required designations? Yes No

Are the setbacks for the building sufficient? Yes No

Are there any easement conflicts? Yes No

Do the proposed easements align with neighboring easements? Yes No

Are the proposed easements sufficient to provide service? Yes No

Does the proposed project pose any planning concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature: _____

BETTY L. CHEW

Date: 09/08/2020

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes No
If yes, which road? I-20 SERVICE ROAD AND BANKHEAD HWY

Is the project serviced by an existing water line? Yes No
If yes, what size line? 12"

Will the project require the extension of a water line? Yes No
Does the project use well water? No Drinking Irrigation
If yes, which aquifer does the well pull from? N/A

Is the project serviced by an existing sewer line? Yes No
If yes, what size line? N/A
If no, what type and size is the septic system? TBD

Staff Review:

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

Yes No

Any additional concerns: _____

Approved

Not Approved

Needs More Information or Corrections

Public Works Approval Signature: MICHELLE GUELKER Date: 09/08/2020

Willow Park
Plat
Flood Plain Review

Applicant Questions:

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

Staff Review:

Base flood elevations confirmed?	<u>N/A</u>	Yes	<input type="radio"/> No
Does the proposed project pose any safety concerns?		Yes	<input checked="" type="radio"/> No

Approved

Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 09/08/2020



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: September 15, 2020	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 2

Consider and Act on a Site Plan for a self-contained storage facility with offices. The project is located at 4600 E. IH 20 Service Road South.

BACKGROUND:

The property is zoned Commercial/IH-20 Overlay District. The property is located in Planning Area 4, as identified in the City’s Comprehensive Plan. Planning Area 4 is situated along and adjacent to Interstate 20. The area is a prime location for commercial uses. This property has access to IH-20 Service Road South as well as Bankhead Highway.

The owner proposes to re-subdivide the 4.056-acre lot into a 2.57 acre lot for development of “Extra Space Storage” (south lot) and a 1.48 acre lot for future development (north lot). Extra Space Storage proposes to construct a 96,600 square foot self-contained storage facility with a leasing office. The building will be 3 stories with an overall height of 40 feet. A shared access entrance on the IH 20 Service Road will service both lots. A secondary access will be on Bankhead Highway. The drive on the west side of the property is 26-foot-wide and will also serve as a fire access lane.

Water service will be provided from an existing 12-inch water main located in the IH 20 Service Road. Both domestic water service and fire hydrants will be installed by the developer. An automatic fire sprinkler system will be installed in the building. Sanitary sewer service will be provided by an on-site sewage system installed by the developer. A stormwater drainage study has been submitted. On-site detention will be provided in accordance with City regulations.

The developer is proposing a landscape barrier on the east side of the property adjacent to the residentially zoned, undeveloped property. The topography and existing trees make this an option. The landscape barrier will also screen the detention pond.

All parking and loading spaces are on the west side of the property, adjacent to commercial zoned property. There are 14 parking spaces provided which provide parking for the leasing office as well as parking and loading area for the storage spaces adjacent to the entrance and elevator.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Site Plan as presented.

The Planning and Zoning Commission recommends approval as presented with the landscape barrier on the east side of the property.

EXHIBITS:

- Site Plan
- Building elevations (2)
- Lighting Plan
- Landscape Plan (2)



City of Willow Park Development Services

Universal Application

Please PRINT CLEARLY to avoid delays

Please complete each field - Incomplete applications be rejected

Project Information		Project Name: WILLOW PARK SELF STORAGE	
<input type="checkbox"/> Residential		<input checked="" type="checkbox"/> Commercial	
Valuation: \$ (round up to nearest whole dollar)		Project Address (or description): -1,000FT WEST OF BANKHEAD HWY & I-20 INTERSECTION	
Brief Description of the Project: SELF STORAGE FACILITY			
Existing zoning: C WITH I-20 OVERLAY		# of Existing Lots (plats only):	
Proposed zoning: N/A		# of Proposed Lots (plats only):	
Applicant/Contact Information (this will be the primary contact)			
Name: JARED EARNEY, PE		Mailing Address: 801 CHERRY ST, SUITE 1300, FORT WORTH, TX 76102	
Company: KIMLEY-HORN			
Primary Phone: 817-900-8528		E-mail: jared.earney@kimley-horn.com	
Property Owner Information (if different than above)			
Name: MICHAEL PURYEAR		Mailing Address: 5665 SE LOOP 410, SAN ANTONIO, TX 78222	
Company: PC5 PROPERTIES, LLC			
Primary Phone: 210-648-8921		E-mail: michael.puryear@holtcat.com	
Other Phone:		Fax:	
<input checked="" type="checkbox"/> Developer / <input type="checkbox"/> Engineer / <input type="checkbox"/> Surveyor Information (if applicable)			
Name: CHRISTIAN ALVARADO		Mailing Address: 1701 NUECES ST, AUSTIN, TX 78701	
Company: WP I-20 INVESTMENTS, LLC			
Primary Phone: 512-651-1012		E-mail: caa@cb-ca.com	
Other Phone:		Fax:	
For City Use Only			
Project Number:		Permit Fee:	
Submittal Date:		Plan Review Fee:	
Accepted By:		Total Fee:	
Receipt #:		Method of Payment:	

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



City of Willow Park Development Services Department

SITE PLAN REQUIREMENTS

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

Site Plan applications must contain:

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

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

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

Applicant Signature:  Date: 08 / 25 / 2020



City of Willow Park Development Services Department

Applicant: Please complete the following

For Office Use Only

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



City of Willow Park Development Services Department

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



City of Willow Park Development Services Department

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



City of Willow Park Development Services Department

Site Plan Engineering Review

Applicant Questions:

Total gross lot area of the development: 112,129.91 sq. ft.

Area of lot covered with structures and impervious surfaces: 55,226.86 sq. ft.

Total number of structures: 1 Total number of habitable structures: 0

Square footage of each building: 96,600 sq. ft. _____ sq. ft. _____ sq. ft.

Proposed use for each structure:

SELF STORAGE FACILITY

Building stories: 3

Building height: 40 ft.

Total number of parking spaces: 14

Number of handicap spaces: 1

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

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

Staff Review: (for official use only)

Does the proposed project pose any engineering concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Engineering Approval Signature: DEREK TURNER Date: 09/09/2020



City of Willow Park Development Services Department

Site Plan Building Official Review

Applicant Questions:

Front building setback: 25 ft.

Rear building setback: 10 ft.

Side building setback: 25 & 10 ft.

Side building setback: 25 & 10 ft.

Does the site include any utility/electric/gas/water/sewer easements? Yes No

Does the site include any drainage easements? Yes No

Does the site include any roadway/through fare easements? Yes No

Staff Review: (for official use only)

Does the site plan include all the required designations? Yes No

Are the setbacks for the building sufficient? Yes No

Are there any easement conflicts? Yes No

Does the proposed project pose any planning concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW

Date: 09/09/2020



City of Willow Park Development Services Department

Site Plan Fire Review

Applicant Questions:

Will the building have a fire alarm? Yes No

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

Is the building taller than two-stories? Yes No

If yes, how many stories? 3

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

If yes, how many fire hydrants? 1

What is the size of the proposed fire connections? 6"

Staff Review: (for official use only)

Does the proposed project include the sufficient fire connections? Yes No

Is the proposed project an adequate distance to a fire hydrant? Yes No

Does the project have the minimum ^{26'}~~24'~~ hard surface? Yes No

Is the fire lane appropriate? Yes No

Does the site have the proper turning radius? Yes No

Does the proposed project pose any safety concerns? Yes No

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

Approved

Not Approved

Needs More Information or Corrections

Fire Department Approval Signature:

MIKE LENOIR

Date: 09/09/2020



City of Willow Park Development Services Department

Site Plan Flood Plain Review

Applicant Questions:

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

If yes, what is the base flood elevation for the area? N/A

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

If yes, what is the base flood elevation for the area? N/A

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

If yes, what is the base flood elevation for the area? N/A

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

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

Staff Review: *(for official use only)*

Base flood elevations confirmed? Yes No

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

Flood proofing measures approved? N/A Yes No

Does the proposed project pose any safety concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 09/09/2020



City of Willow Park Development Services Department

Site Plan Landscaping Review

Applicant Questions:

Total gross lot area of the development: 112,129.91 sq. ft.

Area of lot covered with structures and impervious surfaces: 55,226.86 sq. ft.

Percentage of lot covered with structures and impervious surfaces: 49.25 %

Area of green space/landscaped areas: 56,903.05 sq. ft.

Percentage of green space/landscaped areas: 50.75 %

Total number of parking spaces: 14

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

Staff Review: (for official use only)

Does the proposed project pose any landscaping concerns? Yes No

Approved

Not Approved








Needs More Information or Corrections

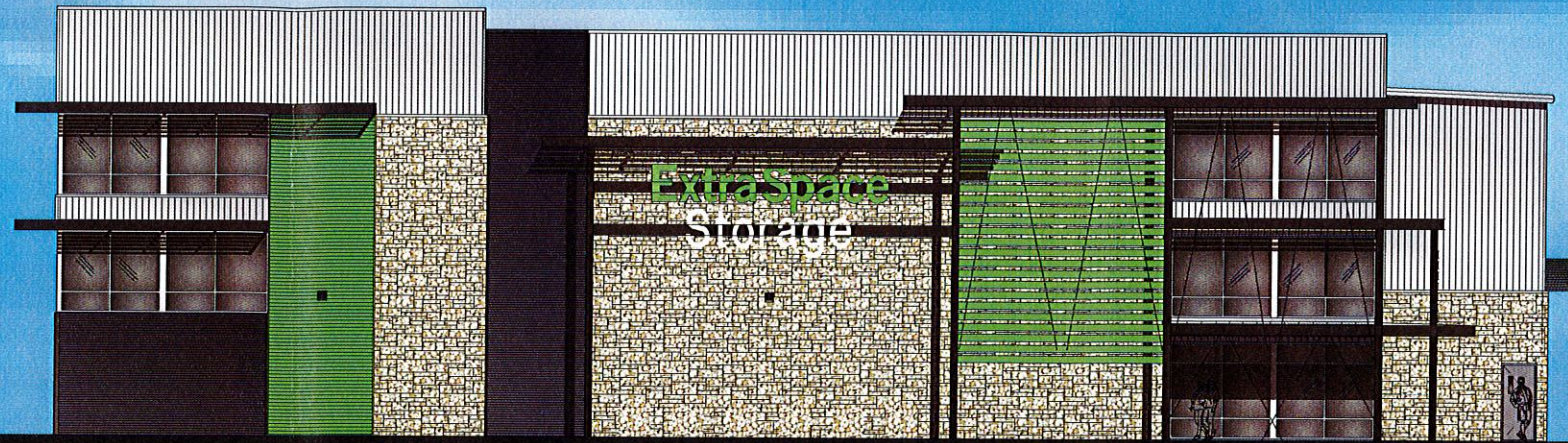
Landscaping Approval Signature:

BETTY L. CHEW

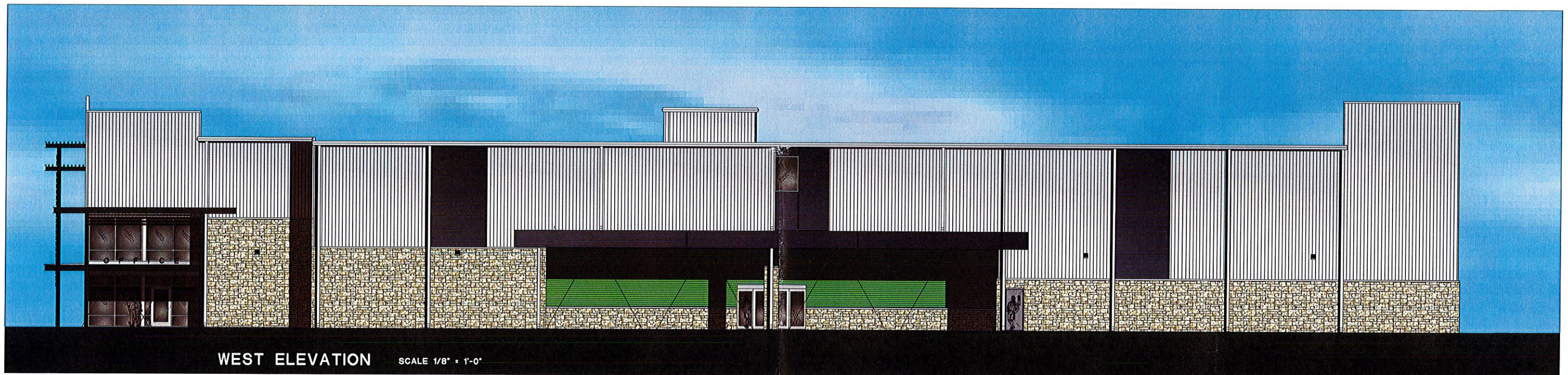
Date: 09/09/2020

MATERIAL LEGEND

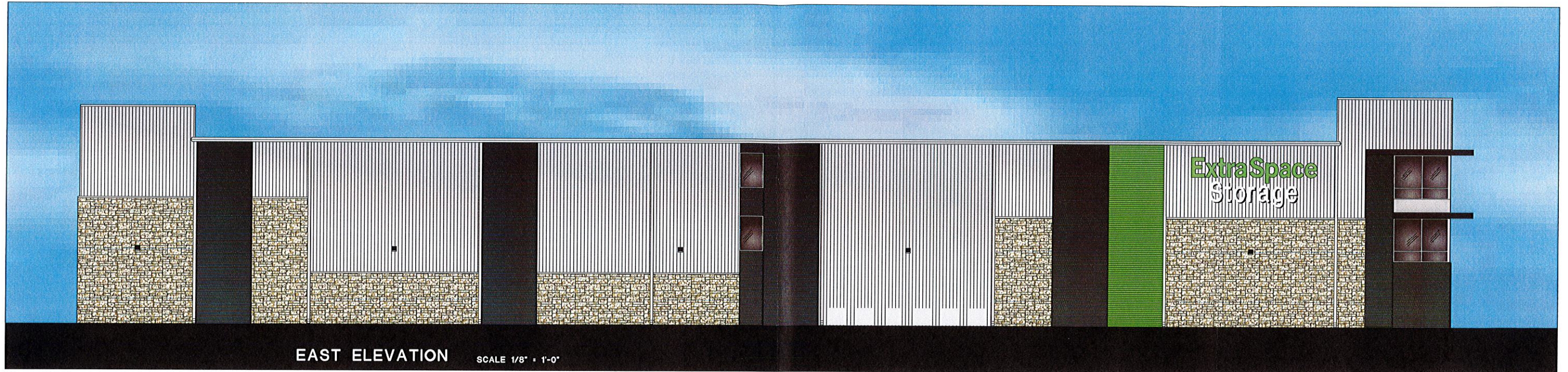
TAG	TAG	DESCRIPTION	COLOR/FINISH	MANUFACTURER
(A)		24 GA. ARCHITECTURAL STEEL PANEL 1 1/2" DEEP VERTICAL RIB	GALVALUME	MBCI 1.2 PANEL
(B)		NATIVE DIMENSIONAL CUT LIMESTONE	TO BE SELECTED	
(C)		24 GA. ARCHITECTURAL STEEL PANEL HORIZONTAL INSTALLATION	DOVE METALLIC	MBCI D PANEL
(D)		24 GA. ARCHITECTURAL STEEL PANEL 4" BOX RIB	EXR WASABI TO BE SELECTED	CORRUGATED METALS, INC CMI
(E)		STEEL FRAMING at CANOPY OR SHADE STRUCTURE	PAINT TO BE SELECTED	
(F)		STOREFRONT ALUM/ GLAZING SYSTEM	ANODIZED ALUMINUM FRAME	
(G)		STEEL FRAMING SHADE ACCENTS	PAINT TO BE SELECTED	



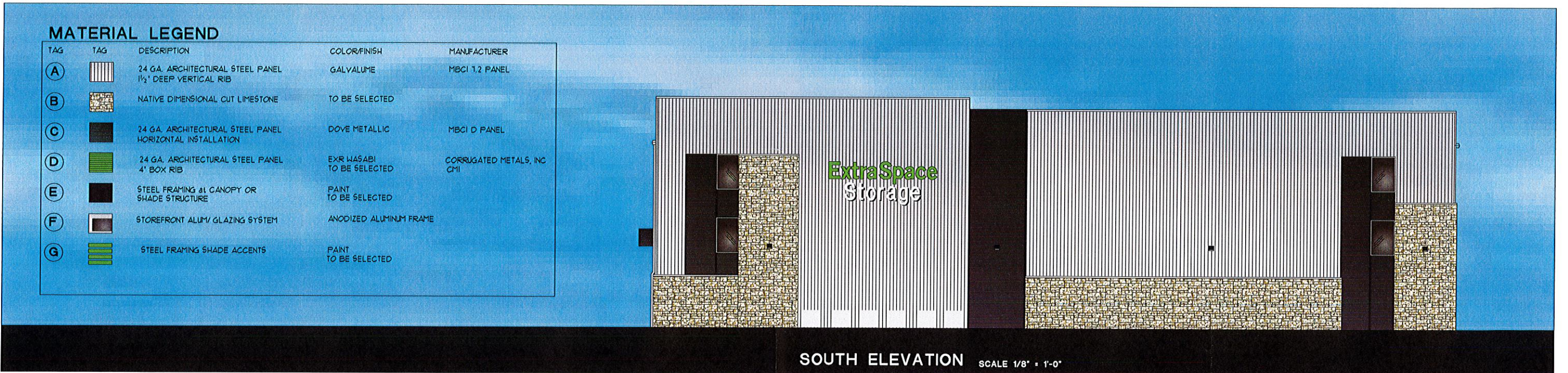
NORTH ELEVATION at I-20 SERVICE ROAD SCALE 1/8" = 1'-0"



WEST ELEVATION SCALE 1/8" = 1'-0"










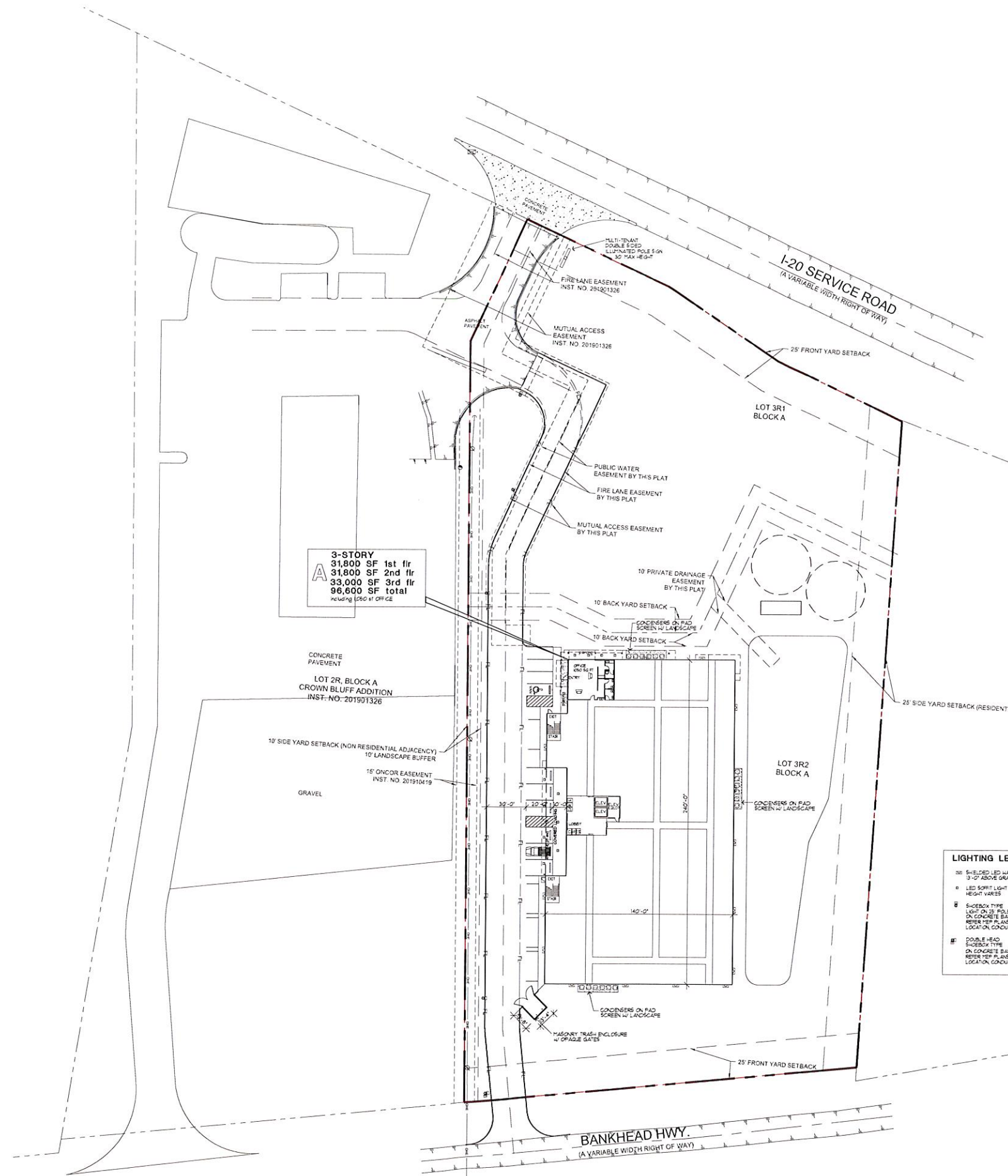
EAST ELEVATION SCALE 1/8" = 1'-0"



SOUTH ELEVATION SCALE 1/8" = 1'-0"

MATERIAL LEGEND

TAG	TAG	DESCRIPTION	COLOR/FINISH	MANUFACTURER
(A)		24 GA. ARCHITECTURAL STEEL PANEL 1/2" DEEP VERTICAL RIB	GALVALUME	MBCI 1.2 PANEL
(B)		NATIVE DIMENSIONAL CUT LIMESTONE	TO BE SELECTED	
(C)		24 GA. ARCHITECTURAL STEEL PANEL HORIZONTAL INSTALLATION	DOVE METALLIC	MBCI D PANEL
(D)		24 GA. ARCHITECTURAL STEEL PANEL 4" BOX RIB	EXR WASABI TO BE SELECTED	CORRUGATED METALS, INC CMI
(E)		STEEL FRAMING @ CANOPY OR SHADE STRUCTURE	PAINT TO BE SELECTED	
(F)		STOREFRONT ALUM/ GLAZING SYSTEM	ANODIZED ALUMINUM FRAME	
(G)		STEEL FRAMING SHADE ACCENTS	PAINT TO BE SELECTED	



SITE LIGHTING PLAN
scale 1" = 60.0'

8-01-20

ISSUE DATE
CITY SUBMITTAL 8/24/2019
9/7/2019

CBTX CAPITAL
EXTRA SPACE STORAGE
7301 E BANKHEAD HWY
WILLOW PARK, TEXAS 76008

**Kaufman
Design
Group**

ARCHITECTURE

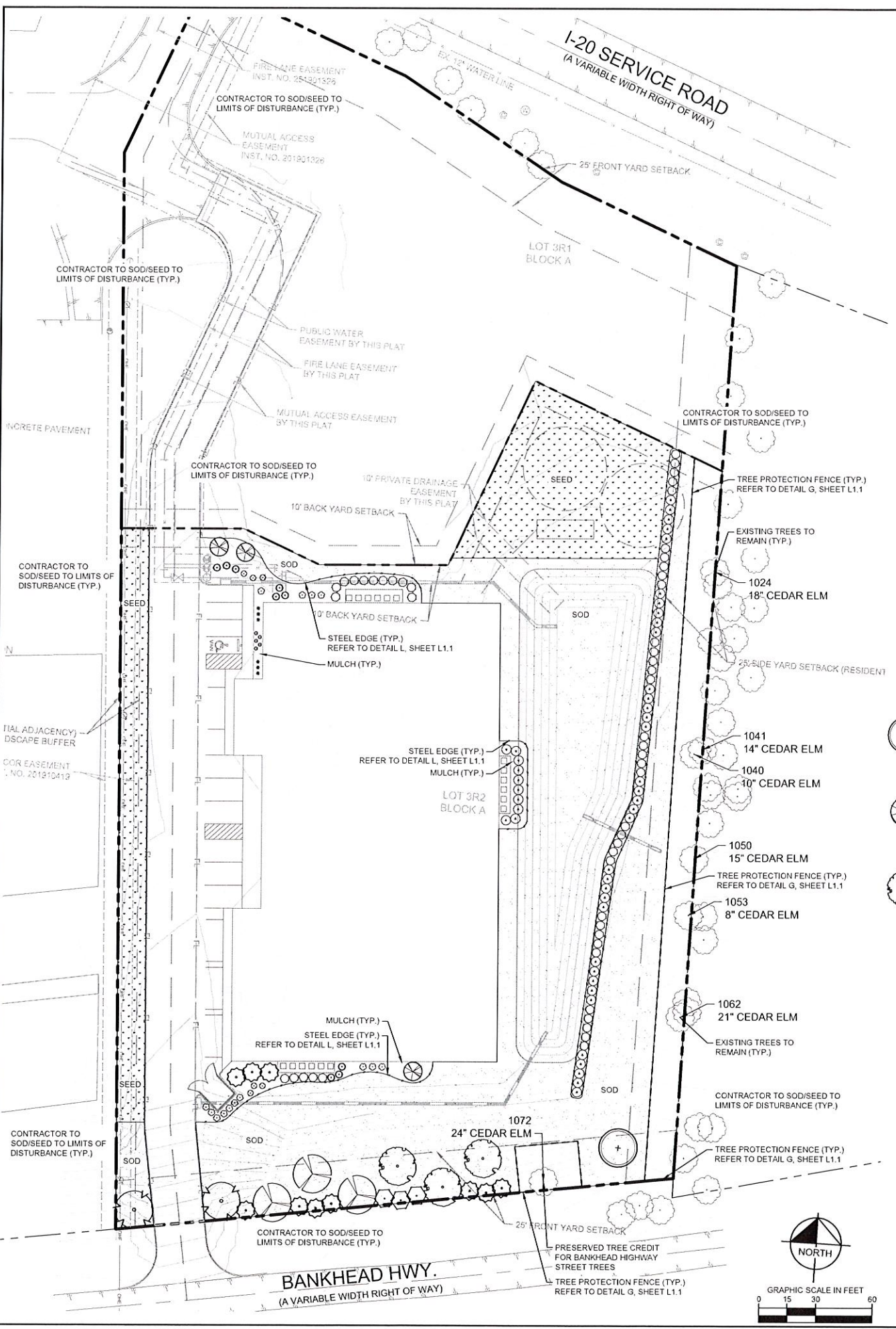
12371 E. LINCOLN CT.
WICHITA, KS 67207
(316) 618-0448
(316) 618-0048 fax
skaufman@cox.net

SHEET TITLE
SITE DEVELOPMENT PLAN

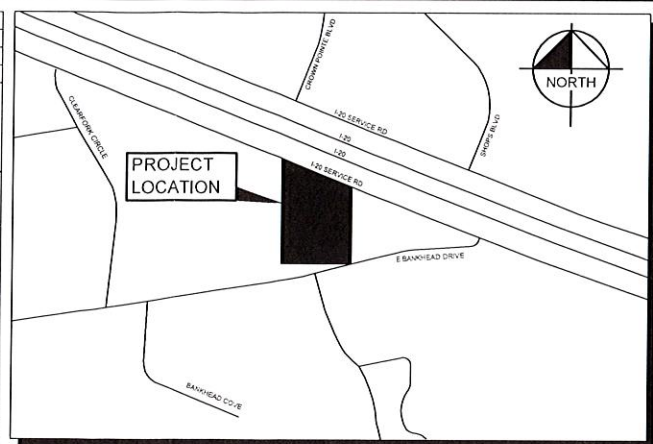
SHEET NUMBER

SA1
OF SHEETS

DATE: 8/1/2020 1:24:30 PM
 DRAWN BY: J. L. HORN
 CHECKED BY: K. A. WILSON
 PROJECT: LANDSCAPE PLAN FOR LOT 3R2, BLOCK A, WILLOW PARK
 SHEET: L1.0
 THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED, REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND APPROVAL BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



CITY OF WILLOW PARK LANDSCAPE CODE		
CHAPTER 14 - ZONING		
SECTION 14.06.016 CLASS V-IH20 OVERLAY		
(g) Minimum Landscaping Criteria		
(1) At least 5% of the lot, apart from the building footprint, shall be landscaped open areas with permeable surface coefficient of runoff equal to or less than 0.35, equally distributed in an aesthetically pleasing manner. 112,130 SF - 31,800 SF = 80,330 SF 80,330 SF x 0.05 = 4,017 SF landscaped open areas	REQUIRED 4,017 SF Landscaped Open Area	PROVIDED 54,713 SF Landscaped Open Area
(2) Trees are required along any Freeway, Type AA Thoroughfare, Type A Thoroughfare, Type B Thoroughfare, Type C Thoroughfare as designated on the City of Willow Park thoroughfare plan as follows:	Yes	Yes
(A) Large shade trees with a minimum 3" caliper shall be installed with the total caliper inches equal to 1" per 10 feet of frontage 295 LF / 10 = 29.5 Cal. Inches 29.5 Cal. Inches / 3" = 10 Large Trees	10 Large Trees*	9 Large Trees
(B) Ornamental trees with a minimum 2" caliper shall be installed with the total caliper inches equal to 1" per 15 feet of frontage 295 LF / 15 = 19.7 Cal. Inches 19.7 Cal. Inches / 2" = 10 Ornamental Trees	10 Ornamental Trees	10 Ornamental Trees
(C) At least 60% of the required street trees shall be evergreen with year-round foliage. 20 x 0.6 = 12 Evergreen Trees	12 Evergreen Trees	13 Evergreen Trees
(3) Required Interior Site Landscaping		
(B) A minimum of 50% of the planter islands within the parking lot must contain at least one 3" minimum caliper shade tree.	N/A	N/A
(C) On structures without canopies, a minimum of 50% of the required minimum landscaping shall be symmetrically distributed around the structure. Said landscaping shall be installed within a planting bed extending a minimum of 5 feet from the exterior wall and plant materials shall contain a minimum of the following plant materials:	2,009 SF Landscaped Open Area	4,022 SF Landscaped Open Area
(i) One ornamental tree shall be installed for every 50 linear feet of landscape area or planting bed or fraction thereof with a minimum 2" caliper. 276 LF / 50 LF = 6 Ornamental Trees	6 Ornamental Trees	6 Ornamental Trees
(ii) One shrub shall be installed for each 5 linear feet of landscaped area or planting bed or fraction thereof. Said shrubs shall be a minimum of 5 gallons. 276 LF / 5 LF = 55 Shrubs	55 Shrubs	67 Shrubs
(4) Screening of Parking and Traffic Circulation Areas		
(A) A landscaped screen with a maximum height of 3 feet shall be provided to separate a surface parking area or driveway from the right-of-way. Landscaped screens shall consist of a combination of earthen berms and shrubby hedges. Retaining walls may be used to facilitate berming if they are not visible from the street. Earthen berms and shrubby hedges shall be designed with a curvilinear alignment.	N/A	N/A
(B) The landscaped screen specified above shall be located within a landscaped edge measuring a minimum of 30 feet in width adjacent to the IH-20 right-of-way and a minimum of 20 feet in width adjacent to any public street right-of-way other than that for IH-20.	Yes	Yes
SECTION 14.09.002 LANDSCAPE REQUIREMENTS		
(g) General Standards		
(8) Credit for existing trees. Any trees preserved on a site meeting the herein specifications shall be credited toward meeting the tree requirement of any landscaping provision of this section.	7 Preserved Trees	1 Tree Credit Used



VICINITY MAP (N.T.S.)

NOTE:
*ONE TREE CREDIT USED FOR BANKHEAD HIGHWAY STREET TREES



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	REMARKS
	CC	3	CERCIS CANADENSIS	EASTERN REDBUD	45 GAL.	2" CAL. MIN.	6'-8" HT. X 3'-4" W.	SINGLE, STRAIGHT LEADER, FULL & MATCHING.
	JE	2	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	60 GAL.	3" CAL. MIN.	8'-10" HT. X 4'-6" W.	SINGLE, STRAIGHT LEADER, FULL & MATCHING.
	MG	2	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	60 GAL.	3" CAL. MIN.	8'-10" HT. X 4'-6" W.	SINGLE, STRAIGHT LEADER, FULL & MATCHING.
	PM	3	PRUNUS MEXICANA	MEXICAN PLUM	45 GAL.	2" CAL. MIN.	6'-8" HT. X 3'-4" W.	SINGLE, STRAIGHT LEADER, FULL & MATCHING.
	QM	3	QUERCUS MUEHLENBERGII	CHINQUAPIN OAK	60 GAL.	3" CAL. MIN.	8'-10" HT. X 4'-6" W.	SINGLE, STRAIGHT LEADER, FULL & MATCHING.
	QV	3	QUERCUS VIRGINIANA	LIVE OAK	60 GAL.	3" CAL. MIN.	8'-10" HT. X 4'-6" W.	SINGLE, STRAIGHT LEADER, FULL & MATCHING.
	SS	10	SOPHORA SECUNDFLORA	TEXAS MOUNTAIN LAUREL	45 GAL.	2" CAL. MIN.	6'-8" HT. X 3'-4" W.	SINGLE, STRAIGHT LEADER, FULL & MATCHING.
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING	REMARKS
	BO	6	BERBERIS THUNBERGII 'ORANGE ROCKET'	ORANGE ROCKET BARBERRY	5 GAL. MIN.	24" H. X 24" W.	36" O.C.	FULL & MATCHING.
	IX	52	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	5 GAL. MIN.	24" H. X 24" W.	60" O.C.	FULL & MATCHING.
	LC	14	LEUCOPHYLLUM FRUTESCENS 'COMPACTA'	COMPACT TEXAS RANGER	5 GAL. MIN.	24" H. X 24" W.	48" O.C.	FULL & MATCHING.
	MC	9	MUHLENBERGIA CAPILLARIS	GULF COAST MUHLY	5 GAL. MIN.	24" H. X 24" W.	48" O.C.	FULL & MATCHING.
	MC2	45	MYRICA CERIFERA	WAX MYRTLE	5 GAL. MIN.	30" HT. X 30" W.	60" O.C.	FULL & MATCHING.
	NP	5	NASSELLA TENUISSIMA	MEXICAN FEATHERGRASS	5 GAL. MIN.	18" H. X 18" W.	24" O.C.	FULL & MATCHING.
	YC	6	YUCCA FILAMENTOSA 'COLOR GUARD'	COLOR GUARD YUCCA	5 GAL. MIN.	24" H. X 24" W.	36" O.C.	FULL & MATCHING.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING	REMARKS
	CD	39,324 SF	CYNODON DACTYLON	BERMUDA GRASS	SOD			SOD TO HAVE TIGHT, SAND-FILLED JOINTS, ROLLED, TO BE FREE OF WEEDS, PEST, AND DISEASE.
	CD2	11,764 SF	CYNODON DACTYLON	BERMUDA GRASS	SEED			PREPARE SOIL, DISPERSE SEED AT RECOMMENDED RATE.

Kimley-Horn
 801 CHERRY STREET, UNIT 11, SUITE 1300, FORT WORTH, TX 76102
 PHONE: 817-356-6501
 WWW.KIMLEY-HORN.COM TX-4509

WILLOW PARK SELF STORAGE

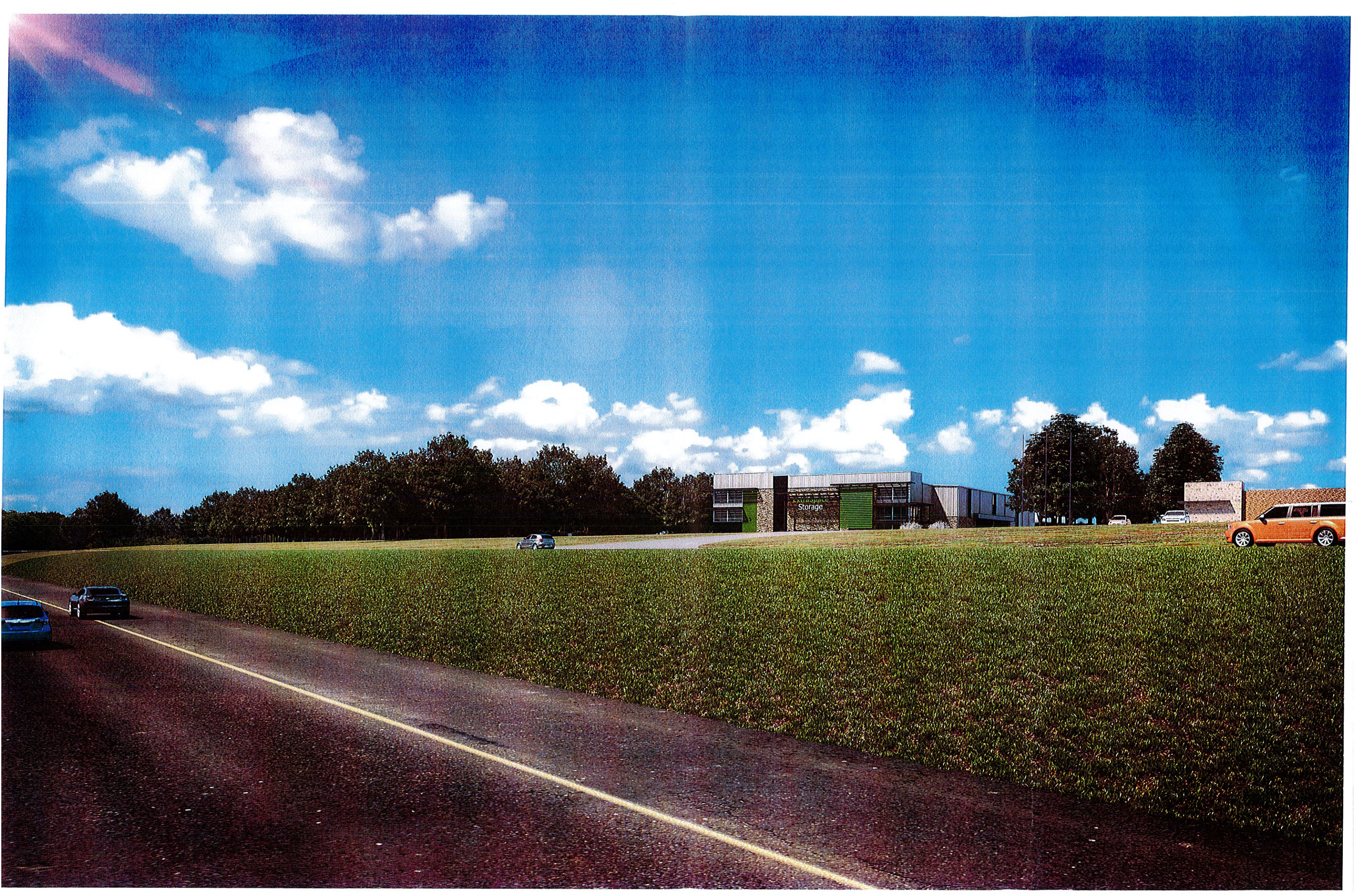
LANDSCAPE PLAN
 LOT 3R2, BLOCK A
 CROWN BLUFF ADDITION

SHEET NUMBER
L1.0

PROJECT No. 061289718
 DATE: AUGUST 2020
 SCALE: AS SHOWN
 DESIGNED BY: LHP
 DRAWN BY: LHP
 CHECKED BY: KAU

REVISIONS
 No. DATE BY

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P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: September 15, 2020	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 3

Consider and Act on a Revised Site Plan for a sales office and service shop located on Lot 1R1, Block A, Crown Bluff Addition. The property is located at 4400 E. IH 20 Service Road South.

BACKGROUND:

The property is zoned Commercial/IH 20 Overlay District. This property is located in Planning Area 4 as identified in the City’s Comprehensive Plan. Planning Area 4 represents the area adjacent to Interstate 20. Due to the high traffic volumes, the area is a prime location for commercial uses. This property is located on the south side of Interstate 20. The development will consist of a 2,400 square foot building with an 800 square foot sales office and 1,600 square feet of service shop area.

There will be 16,000 square feet of display area at the front of the property which will be asphalt pavement. The drive around the building and parking spaces are changed to asphalt pavement.

The property is accessed from the IH 20 Service Road with a single 24 foot shared entrance. No additional entrances will be permitted for these lots on IH 20 Service Road. There will be no entrance on Clear Fork Circle. A 24 foot fire lane which is the driveway to the east side of the building has been modified and approved by the Fire Department. Required parking spaces will be provided.

The building will connect to City water by extension from a 12 inch water main. Fire hydrants will be installed in accordance with ISO regulations. A private septic system will be installed on the property. Stormwater flows from south to north across the lot. It will be directed to an existing structure in the service road in front of the lot. The stormwater drainage plan has been reviewed and approved by the City Engineer. The landscape plan meets ordinance requirements. Enhanced landscaping will be provided along Clear Fork Circle. The exterior lighting plan will be submitted with the building permit.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Revised Site Plan with the lighting plan to be submitted with the building permit.

The Planning and Zoning commission recommends approval of the revise site plan with asphalt pavement installed on the display area, drive around the building and parking spaces.

EXHIBITS:

- Site Plan
- Building Elevation
- Floor Plan
- Landscape Plan

ADDITIONAL INFO:	FINANCIAL INFO:
-------------------------	------------------------

	Cost	N/A
	Source of Funding	N/A



City of Willow Park Development Services Universal Application

Please PRINT CLEARLY to avoid delays

Please complete each field – Incomplete applications be rejected

Project Information		Project Name: Exit 415 RV Center	
() Residential		<input checked="" type="checkbox"/> Commercial	
Valuation: \$ 300,000 (round up to nearest whole dollar) 4400		Project Address (or description): 4026 E Interstate 20 Service Rd S	
Brief Description of the Project: Site plan for Crown Bluff 415 RV Center We are moving the water line out from under the fire lane and revising the paving plans outside of the fire lane to asphalt pavement. All other plans will remain as presented in previous site plan			
Existing zoning: commercial		# of Existing Lots (plats only): 1 1	
Proposed zoning: no change		# of Proposed Lots (plats only): 3 no change	
Applicant/Contact Information (this will be the primary contact)			
Name: Michael Thomas		Mailing Address: 4700 Bryant Irvin Ct, Ste 204, Fort Worth, TX 76107	
Company: MJ Thomas Engineering, LLC.			
Primary Phone: (817) 732-9839		E-mail: mickeyt@mjthomaseng.com	
Property Owner Information (if different than above)			
Name: Kelly Bourne Ross		Mailing Address: 14561 White Settlement Rd, Fort Worth, TX 76108	
Company: Exist 415 RV			
Primary Phone: (817)501-4997		E-mail: 415rvcenter@att.net	
Other Phone:		Fax: 817.840.5658	
() Developer / (x) Engineer / () Surveyor Information (if applicable)			
Name: Michael Thomas, P.E.		Mailing Address: 4700 Bryant Irvin Ct, Suite 204, Ft Worth 76107	
Company: MJ Thomas Engineering, LLC			
Primary Phone: 817.732.9839		E-mail: mickeyt@mjthomaseng.com	
Other Phone: 817.996.3446		Fax: 817.732.9841	
For City Use Only			
Project Number:		Permit Fee:	
Submittal Date:		Plan Review Fee:	
Accepted By:		Total Fee:	
Receipt #:		Method of Payment:	

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



City of Willow Park Development Services Department

SITE PLAN REQUIREMENTS

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

Site Plan applications must contain:

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

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

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

Applicant Signature:  Date: 08 / 24 / 2020



City of Willow Park Development Services Department

Applicant: Please complete the following

For Office Use Only

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



City of Willow Park Development Services Department

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



City of Willow Park Development Services Department

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



City of Willow Park Development Services Department

Site Plan Engineering Review

Applicant Questions:

Total gross lot area of the development: 110,207 sq. ft.

Area of lot covered with structures and impervious surfaces: 51,797 sq. ft.

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

Square footage of each building: 2,400 sq. ft. _____ sq. ft. _____ sq. ft.

Proposed use for each structure:

Office for 415 RV Center with covered maintenance area

Building stories: 1

Building height: 25 ft.

Total number of parking spaces: 6

Number of handicap spaces: 1

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

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

Staff Review: *(for official use only)*

Does the proposed project pose any engineering concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Engineering Approval Signature: DEREK TURNER Date: 09/03/2020



City of Willow Park Development Services Department

Site Plan Building Official Review

Applicant Questions:

Front building setback: 25 ft.

Rear building setback: 25 ft.

Side building setback: 25 ft.

Side building setback: 10 ft.

Does the site include any utility/electric/gas/water/sewer easements? Yes No

Does the site include any drainage easements? Yes No

Does the site include any roadway/through fare easements? Yes No

Staff Review: (for official use only)

Does the site plan include all the required designations? Yes No

Are the setbacks for the building sufficient? Yes No

Are there any easement conflicts? Yes No

Does the proposed project pose any planning concerns? Yes No

LIGHTING DESIGN REQUIRED
WITH PERMIT

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW

Date: 09/03/2020



City of Willow Park Development Services Department

Site Plan Fire Review

Applicant Questions:

Will the building have a fire alarm? Yes No

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

Is the building taller than two-stories? Yes No

If yes, how many stories? _____

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

If yes, how many fire hydrants? 1

What is the size of the proposed fire connections? 6"

Staff Review: (for official use only)

Does the proposed project include the sufficient fire connections? Yes No

Is the proposed project an adequate distance to a fire hydrant? Yes No

Does the project have the minimum 24' hard surface? Yes No

Is the fire lane appropriate? Yes No

Does the site have the proper turning radius? Yes No

Does the proposed project pose any safety concerns? Yes No

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

Approved

Not Approved

Needs More Information or Corrections

Fire Department Approval Signature:

MIKE LENOIR

Date: 08/31/2020



City of Willow Park Development Services Department

Site Plan Flood Plain Review

Applicant Questions:

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

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

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

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

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

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

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

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

Staff Review: *(for official use only)*

Base flood elevations confirmed? Yes No

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

Flood proofing measures approved? Yes No

Does the proposed project pose any safety concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature:

DEREK TURNER

Date:

09/02/2020



City of Willow Park Development Services Department

Site Plan Landscaping Review

Applicant Questions:

Total gross lot area of the development: 110,207 sq. ft.

Area of lot covered with structures and impervious surfaces: 51,797 sq. ft.

Percentage of lot covered with structures and impervious surfaces: 47 %

Area of green space/landscaped areas: 58,410 sq. ft.

Percentage of green space/landscaped areas: 53 %

Total number of parking spaces: 6

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

Staff Review: *(for official use only)*

Does the proposed project pose any landscaping concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

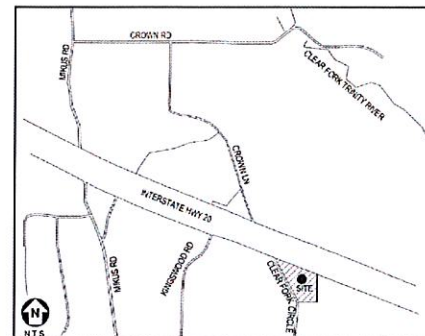
Landscaping Approval Signature: _____

BETTY L. CHEW

Date: 09/03/2020

CURRENT SITE ZONING - IH-20 OD, COMMERCIAL

1. NO PORTION OF SUBJECT PROPERTY LIES WITHIN A FEMA DESIGNATED FLOODPLAIN AREA FLOOD INSURANCE RATE MAP 4836700425F, EFFECTIVE DATE SEPTEMBER 26, 2008.
2. COORDINATES SHOWN HERE ON ARE REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL 4202.
3. ADDRESS NUMBER WILL BE PLACED ON THE FRONT OF THE BUSINESS, NUMBER SIZE WILL BE MINIMUM 4" HIGH AND 1/2" WIDE.
4. BUSINESS OWNER WILL INSTALL KNOX BOX/KNOX PADLOCK/KNOX FDC LOCKS AND PROVIDE ALL KEYS TO THE BUILDING.



VICINITY MAP N.T.S.

LEGEND

EXISTING FEATURES	PROPOSED FEATURES
EXISTING ASPHALT PAVEMENT	FIRE HYDRANT
PROPERTY LINES	WATER VALVE
CENTERLINE OF ROAD	GAS METER
SAWCUT/EASEMENT	WATER METER
EXISTING GAS LINE	TELEPHONE RISER
EXISTING OVERHEAD ELECTRIC LINES	POWER POLE
EXISTING UNDERGROUND ELECTRIC LINES	MAIL BOX
EXISTING CABLE/TELEVISION LINES	IRON PIN
EXISTING FIBER-OPTIC LINES	TRAVERSE POINT
EXISTING TELEPHONE LINES	SIGN
EXISTING SANITARY SEWER LINES	FENCE CORNER
EXISTING WATER LINES	LIGHT POLE
BARBED-WIRE FENCE	GUY WIRE ANCHOR
CHAIN-LINK FENCE	TREE
ELECTRIC FENCE	BUSH
WOOD FENCE	TRANSMISSION TOWER
MISC. FENCES (AS APPLICABLY NOTED)	
STORM SEWER PIPE (OUTSIDE PIPE DIA. SHOWN)	

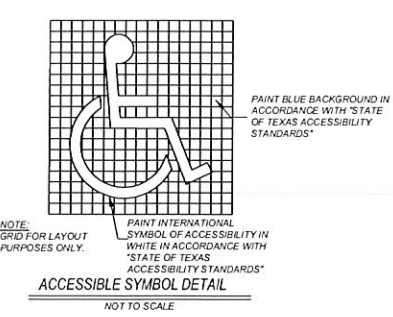
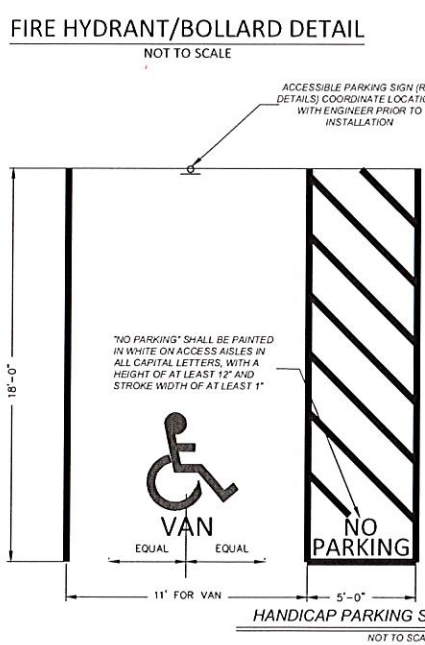
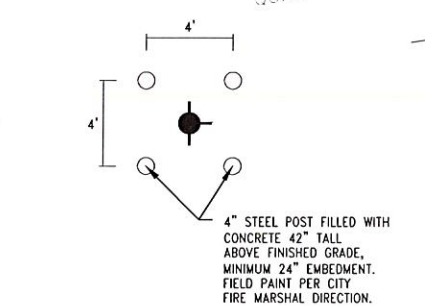
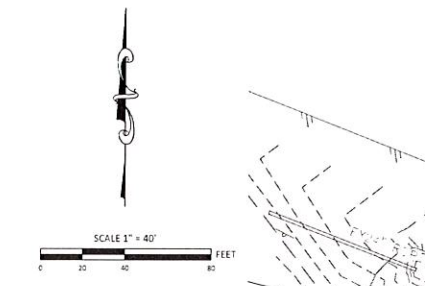
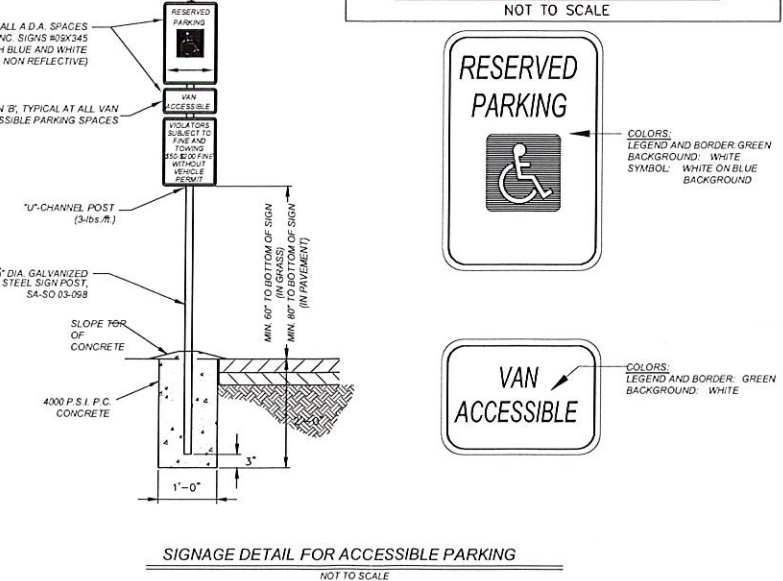
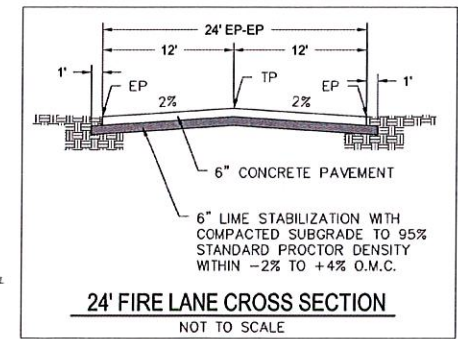
PAVING LEGEND

	4" THICK HWAC SECTION INCLUDES: 4" SURFACE COURSE (TxDOT ITEM 340, TYPE D SURFACE COURSE)
	6" THICK, 3600 PSI PORTLAND CEMENT CONCRETE W/ #3 BARS AT 18" O.C.E.W. W/6" LIME STABILIZED SUBGRADE (FIRE LANE)

SEE PAVING DETAILS FOR TYPICAL PAVING SECTIONS

SITE PLAN DATA TABLE
LOT 1R1, BLOCK A

ACREAGE	2.53 ACRES
EXISTING ZONING	COMMERCIAL
PROPOSED USE	RV SALES & SERVICE
PROPOSED STRUCTURES	OFFICE & SERVICE SHOP
SALES OFFICE	800 SQ. FT.
SERVICE SHOP	1600 SQ. FT.
PARKING REQUIRED	
1 PER 200 (OFFICE USE)	4
1 PER 1000 (SHOP USE)	1.6
PARKING PROVIDED	6 (INCLUDING 1 HC)
F.A.R.	0.018
PERCENT IMPERVIOUS	47%
OPEN SPACE/LANDSCAPE	53%
RV DISPLAY SPACES PROVIDED	14



MJ THOMAS ENGINEERING, LLC
 LICENSED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 LICENSE NO. 93640
 REGISTRATION NO. 19495

Michael A. Thomas
 MICHAEL A. THOMAS
 LICENSED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 LICENSE NO. 93640
 REGISTRATION NO. 19495

SITE PLAN
 415 RV CENTER
 LOT 41R1, BLOCK A, CROWN BLUFF ADDITION
 CITY OF WILLOW PARK
 PARKER COUNTY, TEXAS

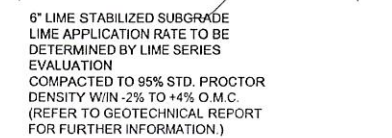
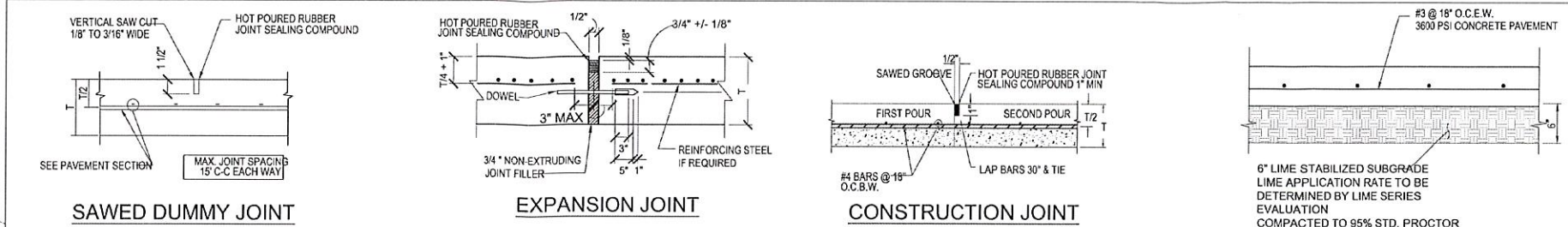
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803-001	06/25/20	FILE	FILE	MAT
BY	DATE			
NO. REVISION				

SHEET

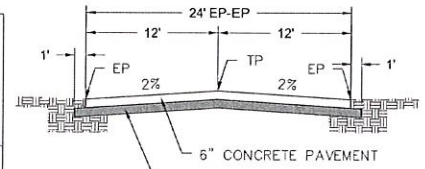
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PAVING PLAN
 415 RV CENTER
 LOT 41R1, BLOCK A, CROWN BLUFF ADDITION
 CITY OF WILLOW SPRING
 PARKER COUNTY, TEXAS



CONCRETE FIRELANE PAVEMENT SECTION



24' FIRE LANE CROSS SECTION
 NOT TO SCALE

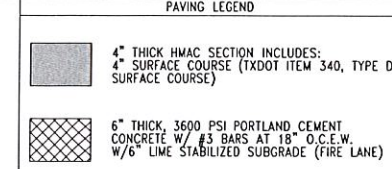
- PAVING PLAN NOTES:**
- ALL CONSTRUCTION METHODS AND MATERIAL SHALL CONFORM TO THE PROJECT SPECIFICATIONS. IN AREAS WHERE PROJECT SPECIFICATIONS DO NOT COVER, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AS PUBLISHED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) LATEST EDITION SHALL APPLY.
 - ALL NEW CONCRETE INTERFACING WITH EXISTING CONCRETE SHALL BE CONSTRUCTED WITH A DOWELED EXPANSION JOINT AS DETAILED.
 - ALL SIDEWALKS, ACCESSIBLE PATHS AND PARKING SHALL CONFORM TO THE A.D.A. SPECIFICATIONS AS STATED IN THE TEXAS ACCESSIBILITY STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY COMPLIANCE.
 - CONTRACTOR SHALL PAINT AND STRIPE ALL PARKING AS SHOWN ON PLAN INCLUDING DRIVE LANES, FIRE LANES, TYPICAL SPACES AND A.D.A. SPACES. CONTRACTOR SHALL COORDINATE SLEEVEING FOR ELECTRICAL WITH MEP PLANS.
 - WHERE REINFORCING IS NOT SPECIFICALLY DETAILED, REINFORCING FOR PAVING SHALL BE AT A MINIMUM, NO. 4 REBARS AT 12" O.C.E.W.
 - UNLESS SPECIFICALLY NOTED ON PLANS, ALL CONCRETE PAVING, SIDEWALKS, SLABS, AND MISCELLANEOUS UTILITY INFRASTRUCTURES SHALL BE AT A MINIMUM, 4,000 PSI PORTLAND CEMENT CONCRETE AT 28 DAYS.
 - CONTRACTOR SHALL COORDINATE ALL SCORING AND EXPANSION JOINTS WITH THE ARCHITECT ENGINEER PRIOR TO ANY CONCRETE PLACEMENT FOR FLATWORK. CONTRACTOR SHALL PROVIDE A DETAILED JOINTING PLAN OF "ALL" SITE PAVING INCLUDING SPACING AND TYPE OF JOINT TO THE ENGINEER FOR REVIEW AND ACCEPTANCE A MINIMUM OF FOUR (4) WEEKS PRIOR TO ANY CONCRETE PLACEMENT.

FIRE LANE STRIPING:
 FIRE APPARATUS ACCESS ROADS, OR FIRE LANES, SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 25 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. WHERE A CURB IS AVAILABLE, THE STRIPING SHALL BE ON THE VERTICAL FACE OF THE CURB.

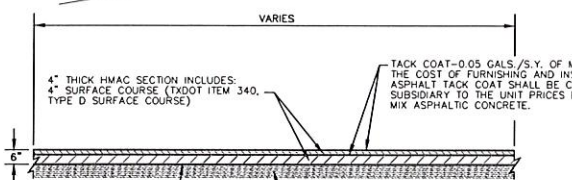
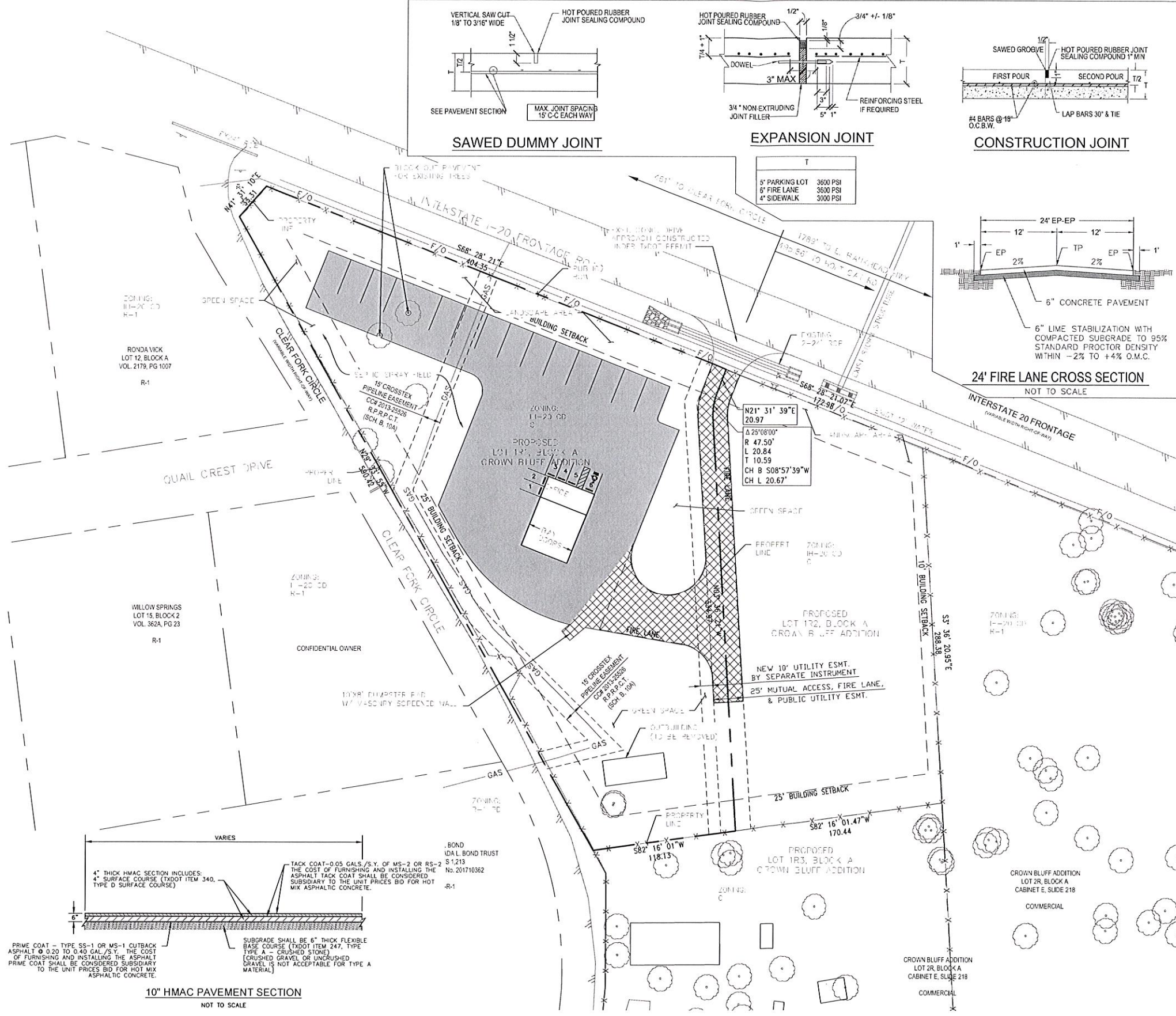
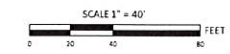
- CONCRETE MATERIALS NOTES:**
- ALL CONCRETE SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C 150, TYPE I, DOMESTIC MANUFACTURE ONLY. CONTRACTOR SHALL USE ONLY ONE BRAND OF CEMENT THROUGHOUT THE PROJECT.
 - CONTRACTOR SHALL USE AN AIR-ENTRAINING ADMIXTURE PER MANUFACTURER'S RECOMMENDATIONS, RESULTING IN CONCRETE AT THE POINT OF PLACEMENT HAVING AN AIR CONTENT OF 5% (±1%). AIR-ENTRAPMENT IS NOT ACCEPTABLE.
 - ALL CONCRETE SHALL HAVE A MAXIMUM WATER TO CEMENT RATIO OF 0.50.
 - CONCRETE SLUMP AT THE POINT OF PLACEMENT SHALL NOT BE LESS THAN 3" AND NOT MORE THAN 5" AS DESCRIBED BY ASTM C 143.
 - FLY ASH AND CALCIUM CHLORIDE OR ADMIXTURE CONTAINING MORE THAN 0.1% CHLORIDE IONS ARE NOT PERMITTED.
 - NO SAND SHALL BE USED UNDER ANY PAVEMENT - NO EXCEPTION.
 - EXPANSION JOINTS SHALL BE CONSTRUCTED ON MAXIMUM OF 80' CENTERS AND LOCATED AT ALL STRUCTURES, INTERSECTION POINTS, POINTS OF CURVATURE, POINTS OF TANGENCY, AND AT ALL REDUCTIONS OF PAVEMENT WIDTHS.

REFER TO GENERAL NOTES SHEET FOR EXISTING UTILITY
 CAUTIONARY NOTES AND CONTRACTOR ADVISORY

REFER TO DEMOLITION PLAN SHEET
 FOR SITE DISTURBANCE NOTES.



SEE PAVING DETAILS FOR TYPICAL PAVING SECTIONS



10" HMAc PAVEMENT SECTION
 NOT TO SCALE

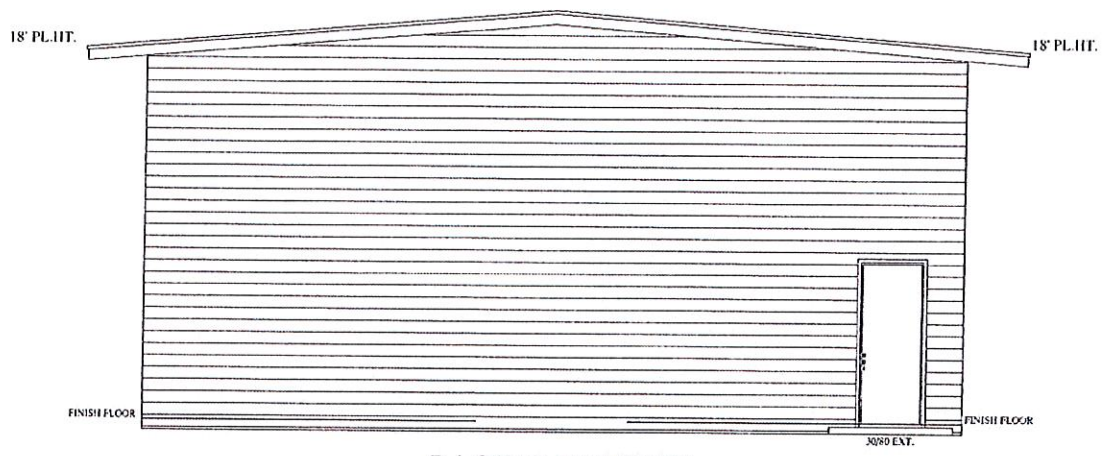
BOND
 IDA L BOND TRUST
 S 1213
 No. 201710362
 R-1

PRIME COAT - TYPE SS-1 OR MS-1 CUTBACK ASPHALT @ 0.20 TO 0.40 GAL./SQ.Y. THE COST OF FURNISHING AND INSTALLING THE ASPHALT PRIME COAT SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT PRICES BID FOR HOT MIX ASPHALTIC CONCRETE.

TACK COAT - 0.05 GALS./SQ.Y. OF MS-2 OR RS-2 THE COST OF FURNISHING AND INSTALLING THE ASPHALT TACK COAT SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT PRICES BID FOR HOT MIX ASPHALTIC CONCRETE.

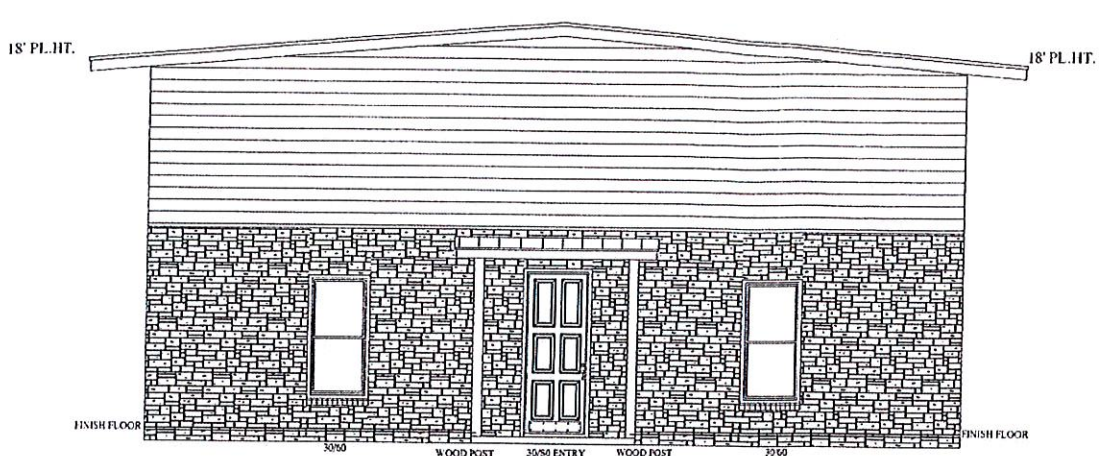
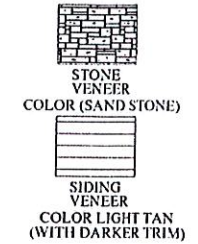
SUBGRADE SHALL BE 6" THICK FLEXIBLE BASE COURSE (TXDOT ITEM 247, TYPE TYPE A - CRUSHED STONE) (CRUSHED GRAVEL OR UNCRUSHED GRAVEL IS NOT ACCEPTABLE FOR TYPE A MATERIAL)

NO.	REVISION	DATE	BY	PROJECT	ISSUED	DESIGNED	DRAWN	CHECKED	DATE



BACK ELEVATION

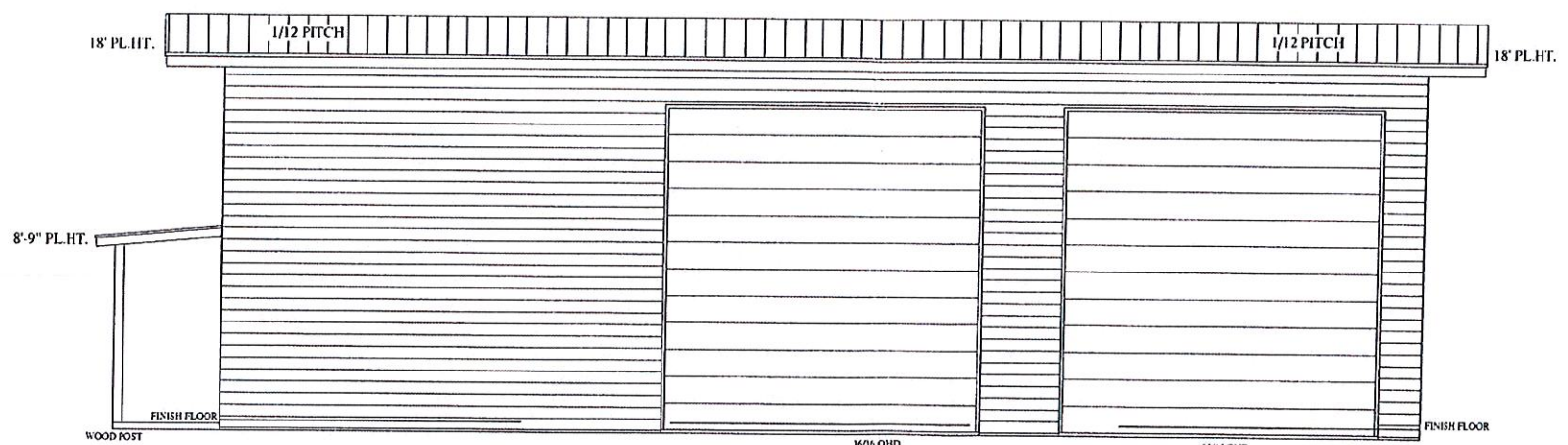
SCALE 1/4" = 1'-0"



FRONT ELEVATION

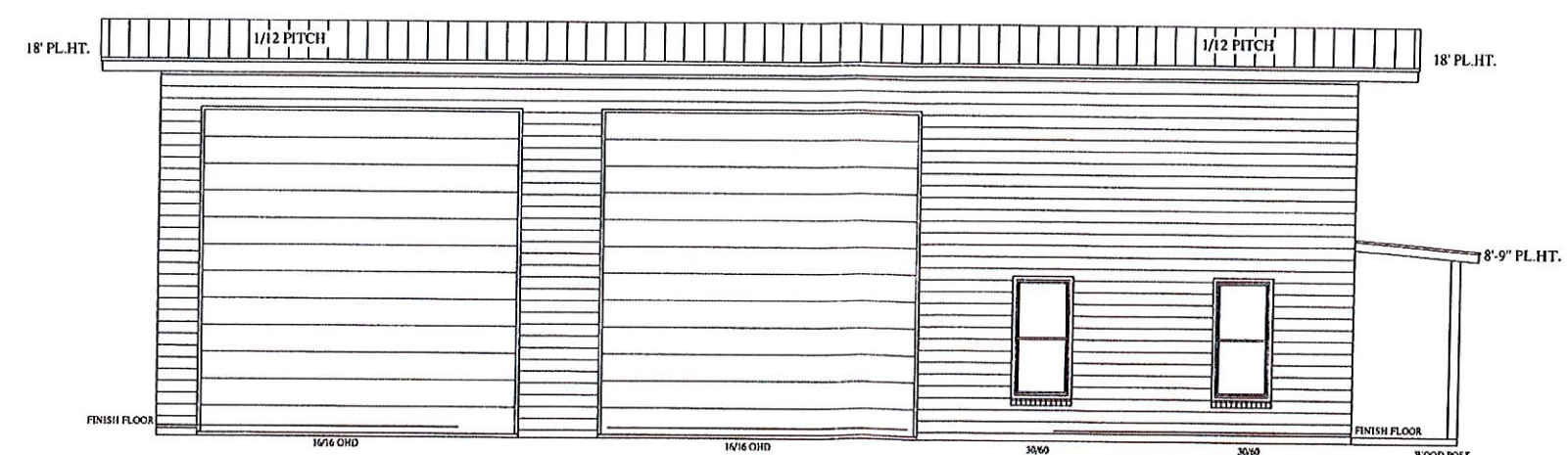
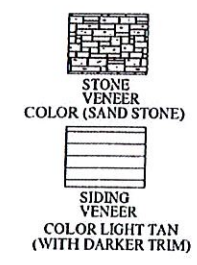
SCALE 1/4" = 1'-0"

STREET ELEVATION TOTAL SQFT 6965 SQFT
MASONRY SQFT (50%) 3483 SQFT



LEFT ELEVATION

SCALE 1/4" = 1'-0"



LEFT ELEVATION

SCALE 1/4" = 1'-0"

ELEVATIONS
SCALE: 1/4"=1'-0"



BARNETT - HERRON
ENGINEERING INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2004

KELLY
ROSS

P.O. BOX 2220
WEATHERFORD, TX 76086
(817) 599-4278
(817) 341-4242 METRO
(817) 599-4279 FAX



ENGINEERING

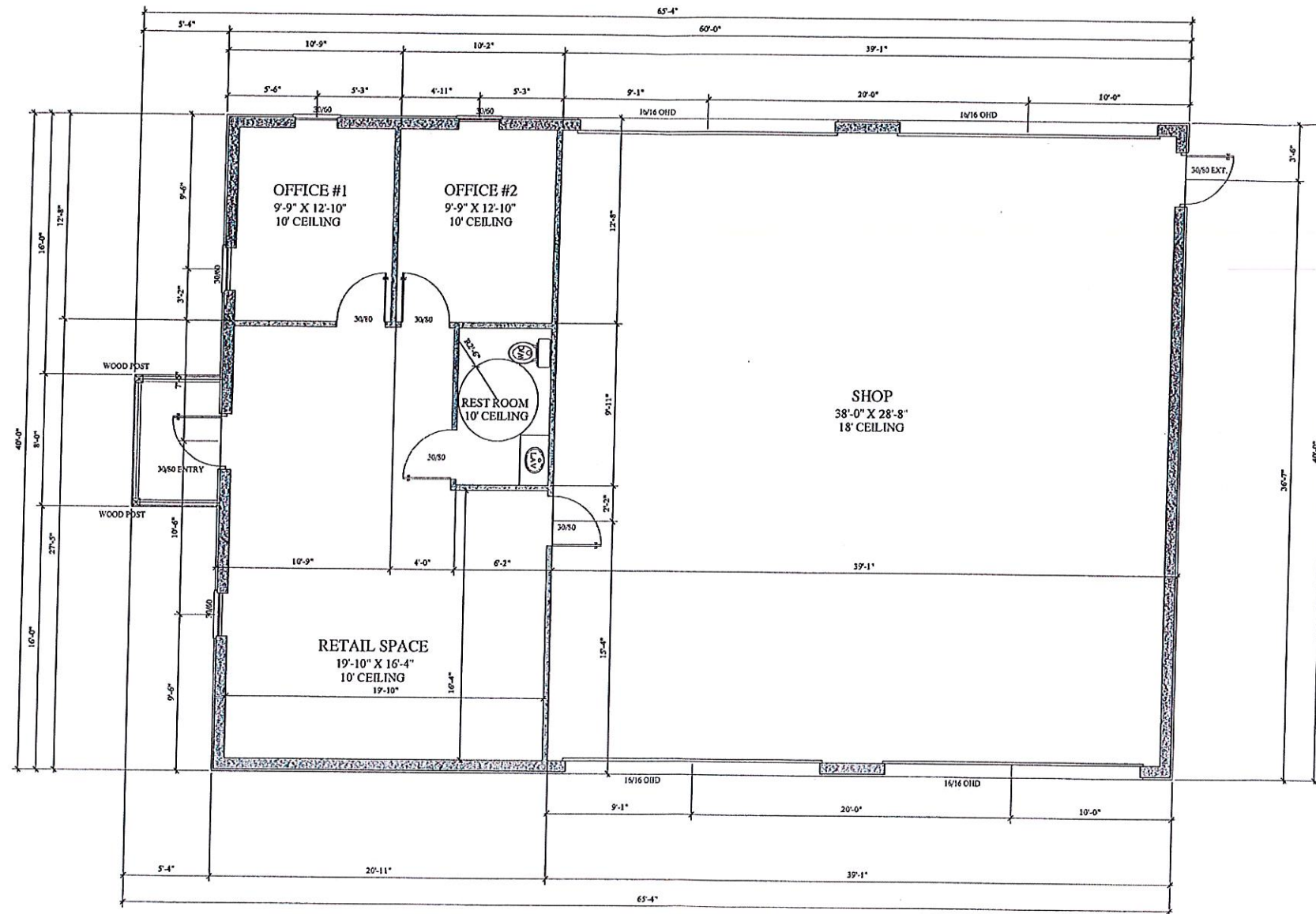
ELEVATIONS
1-20 E.
WILLOW PARK, TEXAS

Job No : 200141
Drawn : DWP
Checked: PJB
Date : 02-04-2020
Revised:

Sheet Number

1

of 3 Sheets



AREAS	
OFFICE	837 SQ. FT.
SHOP	1,563 SQ. FT.
PORCH	42 SQ. FT.
TOTAL LIVING	2,442 SQ. FT.

FLOOR PLAN

SCALE: 1/4" = 1'-0"

FLOOR PLAN
SCALE: 1/4"=1'-0"



BARNETT - HERRON
ENGINEERING INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2004

KELLY
ROSS

P.O. BOX 2230
WEATHERFORD, TX 76086
(817) 599-4278
(817) 341-4242 METRO
(817) 599-4279 FAX



ENGINEERING

ELEVATIONS
4026 I-20 E.
WILLOW PARK, TEXAS

Job No : 200141
Drawn : DWP
Checked: PJB
Date : 02-04-2020
Revised:

Sheet Number

2

of 3 Sheets



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 13, 2020	Department: Legislative	Presented By: A. Smith
--	-----------------------------------	----------------------------------

AGENDA ITEM:

To consider and take action on Resolution ****, designating the official newspaper for 2020-2021.

BACKGROUND:

State law requires that at the beginning of the fiscal year, the city council of a Type A city designate its official newspaper by resolution or ordinance and contract with that paper to publish required notices. TEX. LOC. GOV'T CODE § 52.004(a). Each ordinance, notice, and any other matter required by law or ordinance to be published must be published in the official paper, regardless of where else it is published. Id. § 52.004(b).

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval

EXHIBITS:

Resolution

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

CITY OF WILLOW PARK

RESOLUTION *****

A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS, DESIGNATING THE COMMUNITY NEWS AS THE PRIMARY OFFICIAL NEWSPAPER FOR THE CITY OF WILLOW PARK.

WHEREAS, the City of Willow Park is a General Law-A Municipality with a governing body with powers to pass ordinances and resolutions to govern activities within the City; and

WHEREAS, the Texas Local Government Code, the Texas Property Tax Code and the City's Charter require the publication of various actions of the City in a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to designate an official newspaper for that purpose; and

WHEREAS, the (insert Paper of Record) is a local newspaper published and circulated on a weekly basis in the City; and

NOW, THEREFORE, be it resolved that the City Council of the City of Willow Park hereby designates the (insert Paper of Record) as the primary official newspaper for the City of Willow Park for publication of all required notices.

All previous resolutions on this issue are repealed and this resolution shall be in effect until repealed by another resolution.

PASSED AND APPROVED THIS THE 13th DAY OF OCTOBER, 2020.

SIGNED:

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 13, 2020	Department: ADMINISTRATIVE	Presented By: B. Grimes
-----------------------------------	-------------------------------	----------------------------

AGENDA ITEM:

To consider and act on City Holiday Schedule for FY 2021-2021

BACKGROUND:

PROPOSED HOLIDAY SCHEDULE FOR 2019-2020

Tuesday, November 11	Veteran's Day
Thursday, November 26	Thanksgiving Day
Friday, November 27	Day after Thanksgiving
Thursday, December 24	Christmas Eve
Friday, December 25	Christmas Day
Thursday, December 31	New Year's Eve
Friday, January 1	New Year's Day
Monday, January 18	Martin Luther King, Jr. Day
Monday, February 15	President's Day
Friday, April 2	Good Friday
Monday, May 31	Memorial Day
Monday, July 5	Independence Day
Monday, September 6	Labor Day

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends adopting the proposed holiday schedule for 2020-2021.

EXHIBITS:

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

CITY OF WILLOW PARK
FY 2020-21 HOLIDAY SCHEDULE

Tuesday, November 11	Veteran's Day
Thursday, November 26	Thanksgiving Day
Friday, November 27	Day after Thanksgiving
Thursday, December 24	Christmas Eve
Friday, December 25	Christmas Day
Thursday, December 31	New Year's Eve
Friday, January 1	New Year's Day
Monday, January 18	Martin Luther King, Jr. Day
Monday, February 15	President's Day
Friday, April 2	Good Friday
Monday, May 31	Memorial Day
Monday, July 5	Independence Day
Monday, September 6	Labor Day



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 13, 2020	Department: City Admin	Presented By: Bryan Grimes
--	----------------------------------	--------------------------------------

AGENDA ITEM:

Discussion /Action on a resolution authorizing the transfer of funds received by the City from the CRF, in an amount not to exceed \$47,000, to the Aledo ISD for the purchase of technology devices to be used by the District.

BACKGROUND:

The City of Willow Park has been asked to assist Aledo ISD with technology purchases as part of the CRF (e.g. Covid-19 Funding). Aledo ISD, along with other school districts, have been encouraged by the Texas Education Agency, to ask local municipalities and counties to assist them in technology purchases. The City of Aledo has made a similar transfer from their CRF.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval

EXHIBITS:

CRF Terms and Conditions
CRF Transfer Resolution

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

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR GRANTS THROUGH THE CORONAVIRUS RELIEF FUND ESTABLISHED BY THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT.

WHEREAS, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to provide much needed resources to help governments, businesses and individuals respond to the current pandemic; and

WHEREAS, within the CARES Act, the Coronavirus Relief Fund (“CRF”) was created to provide financial resources to state and local governments; and

WHEREAS, Texas has received approximately \$11.24 billion from the United States Department of Treasury for direct coronavirus related expenses based on the funding formula provided in the CARES Act, with 45 percent of the total \$11.24 billion state allocation, approximately \$5.06 billion, being made available to local governments, with approximately \$3.02 billion being paid to six cities and 12 counties in Texas with a population greater than 500,000 and \$1.85 billion being made available to the other 242 counties, and cities within those counties, that did not receive direct allocations from the Treasury Department; and

WHEREAS, pursuant to the allocation formula established by the CFR, Willow Park has been allocated \$303,325.00 under the CFR program based upon a \$55.00 per capita allocation; and

WHEREAS, the City Council desires to authorize the City Administrator to apply for grants under the CFR program for authorized program reimbursable costs and expenses; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS;

1. That the City Administrator is authorized, and given the legal authority, to, on behalf of the City of Willow Park, apply for grants under the CFR program; and
2. In applying for grants under the CFR program, the City Council hereby directs and authorizes the City Administrator to act pursuant to, and in compliance with, the terms, understandings and assurances of the CFR program as set forth in the CRF Terms and Conditions, as may be amended, and to act in connection with the application and to provide such additional information as may be required.

PASSED AND APPROVED THIS _____ DAY OF JUNE, 2020.

Doyle Moss, Mayor
City of Willow Park

ATTEST:

Alicia Smith, City Secretary



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, -.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 *Single Audit Requirements*

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 *Requirement to Address Audit Findings*

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 *Records Retention*

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

As the duly authorized representative of Grantee, I certify that Grantee:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK AUTHORIZING THE TRANSFER OF CORONAVIRUS RELIEF FUNDS RECEIVED BY THE CITY OF WILLOW PARK PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT.

WHEREAS, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to provide much needed resources to help governments, businesses and individuals respond to the current pandemic; and

WHEREAS, within the CARES Act, the Coronavirus Relief Fund (“CRF”) was created to provide financial resources to state and local governments; and

WHEREAS, pursuant to the allocation formula established by the CRF, the City of Willow Park (the “City”) has been allocated \$303,325.00 under the CRF program based upon a \$55.00 per capita allocation; and

WHEREAS, the Aledo ISD (“AISD”) has a need for a portion of the funds awarded to the City under the CRF to purchase technology devices (“Technology Devices”) for use by the students of AISD to assist the District in preparing for and meeting distance learning for students in the District; and

WHEREAS, the City Council desires to transfer funds received from the CRF, in an amount not to exceed \$47,000.00, to the AISD to purchase necessary Technology Devices, on the terms and conditions stated herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS;

1. That the City hereby authorizes the transfer of funds received from the CRF to the AISD in an amount not to exceed \$47,000.00 for use in the purchase of Technology Devices and other permissible expenditures under the CRF; and
2. That the transfer of CRF money by the City are made to the AISD with the express understanding that AISD shall only use the funds for permissible purposes under the CRF, and in the event that the CRF does not approve the expenditures by the AISD, the AISD shall repay the City for the expenditure, or portion thereof, that is not a permissible expenditure under the CRF.

PASSED AND APPROVED THIS _____ OF OCTOBER, 2020.

Doyle Moss, Mayor
City of Willow Park

ATTEST:

Alicia Smith, City Secretary
City of Willow Park



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, __.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

As the duly authorized representative of Grantee, I certify that Grantee:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 13, 2020	Department:	Presented By: B. Grimes
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ITEM:

Discuss and take action on the approval of a proposed land swap with Willow Park Baptist Church for 8.6 acres of land to be utilized as a wastewater treatment facility in exchange for the existing 6.35 acre wastewater plant site and authorize the City Engineer to revise the TWDB CWSRF Preliminary Engineering Report to show the Willow Park Baptist Church property as the preferred site for the new wastewater treatment plant.

BACKGROUND:

Summary-

Staff and the City Engineer have evaluated multiple sites for the proposed new wastewater treatment plant. Based upon cost, physical constraints, public input, and other factors, we are recommending Council approve amending the Preliminary Engineering Report to show the property offered by Willow Park Baptist Church, approximately 850 feet south of the existing plant, as the recommended site for the new plant. The site offers the advantages of lower cost, proximity to potential irrigation sources, and support from surrounding property owners. The TWDB and the TCEQ will require this action prior to completing review of the City's application for financial assistance.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval

EXHIBITS:



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 10-13-2020	Department: Development Services	Presented By: Bernie Parker
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AGENDA ITEM:

To consider and act on Request for Waiver of Local Match Fund Participation Requirement on Federal Off-System Bridge Program Project

BACKGROUND:

Subject: *Kings Gate Bridge*

Matching Project: *2019 Ranch House Rd Drainage Project*

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the “participation-waived” project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as “equivalent-match project(s)”, within the jurisdiction of our governing body.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Adopt the required resolution for matching funds.

EXHIBITS:

1. Request Letter
2. Letter to local Government
3. Resolution

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

RESOLUTION

The State of Texas
City of Willow Park

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **City of Willow Park**, hereinafter referred to as the Local Government owns bridges:

Located at **King Gate Road, over Clear Fork Trinity River**, National Bridge Inventory (NBI) Structure Number **02-184-J001-05-001**, State Control-Section-Job (CSJ) Number **0902-38-135**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **115291** Dated **August 30, 2019**; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d)(43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an “equivalent-match project”; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is **\$97,260.00** (PWP dollars), hereinafter referred to as the “participation-waived” project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform or cause to be performed the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Non-NBI, Ranch House Road over Drain (2.4 Mi. North of IH-20)	Yes	No	Replace Existing RCP with larger (54") RCP to alleviate flooding	\$273,500
Total				\$273,500
EMP work credited to this PWP*				\$97,260
Balance of EMP work available to associated PWPs				NA
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
N/A			N/A	

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, the Local Government approves the execution of an Advance Funding Agreement with the State for the participation-waived project or amendment to a previous Advance Funding Agreement executed between the State and Local Government. The **County Judge** is authorized to execute the agreement on behalf of the Local Government.

Approved this the ___ day of _____, 20__.

Approved: _____

Bernie Parker
Assistant City Manager

Date: _____



Texas Department of Transportation

2501 SW LOOP 820 | FORT WORTH, TEXAS 76133-2300 | (817) 370-6500 | WWW.TXDOT.GOV

September 8, 2020

**SUBJECT: Local Fund Participation-Waived Federal Off-System Bridge
Program Projects and Equivalent-Match Projects**

Bridge Limits: Kings Gate Road over Clear Fork Trinity River
CSJ: 0902-38-135
NBI: 02-184-J001-05-001

Bernie Parker
Assistant City Manager
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

Dear Mr. Parker:

Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) is now in effect providing that the usual 10 percent local match fund participation requirement may be waived on an authorized federal off-system bridge program project, providing the Local Government agrees to perform structural improvement work in a dollar-amount equivalent to the local participation, on other deficient bridge(s) or cross-drainage structure(s) within its jurisdiction. The project on which the local fund participation requirement is to be waived is referred to as the "participation-waived project", while the project or projects on which the Local Government agrees to perform structural improvement work in return for the participation waiver, is referred to as the "equivalent-match project(s)."

With written request by the Local Government, consideration may be given to such waiver on any federal off-system bridge project within the Local Government's jurisdiction or an adjacent or overlapping jurisdiction that is currently authorized for construction, but the contract for construction has not yet been awarded. However, the department is unable to reimburse escrow funds that have already been paid by the Local Government.

The waiver request must include the location(s), description of structural improvement work proposed, and estimated cost for the proposed equivalent-match project(s), together with a copy of the Local Governing body's resolution.

Such requests will be reviewed and considered according to the requirements of 43 TAC Section 15.55(d), and the Local Government will be notified accordingly. If waiver approval is granted, such approval must then be manifested through written agreement executed between the State and the Local Government.

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

For your use, attached are examples of a form letter requesting the waiver and a resolution form adopting the waiver request. Please contact Rose Rodriguez at (817) 370-6997 if further information is needed in preparing or considering the preparation of a waiver request.

Sincerely,



Cynthia Don
Contract Specialist
Fort Worth District

Attachments: Example Form Letter Requesting Waiver
Example Local Governing Body Resolution Form Adopting Waiver Request



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 13, 2020	Department: City Admin	Presented By: Bryan Grimes
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AGENDA ITEM 10:

Discussion/Action: To consider a Water Facility Easement and a Temporary Construction Easement with Boswell Interests, LTD. to construct a water line across property known as Boswell Ranch in the City's extraterritorial jurisdiction.

BACKGROUND:

As part of the FW Water Line Project, the City of Willow Park has been in extensive discussions with the City of Fort Worth and the Boswell Ranch to obtain an easement for the 18" water line. The exhibit is attached.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval

EXHIBITS:

Water Line Easement Map

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

removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successor and assigns to warrant and forever defend all and singular the Easement Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

See Addendum attached hereto and incorporated herein by reference. In the event of a conflict between the Addendum and this easement, the provisions of the Addendum shall control.

When the context requires, singular nouns and pronouns include the plural.

Grantor:

**BOSWELL INTERESTS, LTD.,
a Texas limited partnership**

**By: Fleur De Lis, LLC, a Texas limited
liability company, General Partner**

By: _____
John P. Boswell
President

Grantee:

CITY OF WILLOW PARK

Doyle Moss
Mayor

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John P. Boswell, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Fleur De Lis, LLC, General Partner of Boswell Interests, Ltd, as the act of said Boswell Interests, Ltd, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Doyle Moss, Mayor of the City of Willow Park, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of the City of Willow Park for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

**METES & BOUNDS DESCRIPTION
30' WIDE PERMANENT WATER PIPELINE EASEMENT
(0.457 ACRE)
PARKER COUNTY, TX**

BEING a 30 feet wide strip of land, a **WATERLINE PIPELINE EASEMENT** containing 0.457 acres of land (19,920 square feet), and being out of the J.D. Morris Survey, Abstract No. 926, the McKinney & Williams Survey, Abstract No. 954, and the Heirs of Francisco Sanchez Survey, Abstract No. 2347, Parker County, Texas, and said 0.457 acres crossing a portion of a 787.833 acre tract to Boswell Interests, LTD, in deed recorded in Volume 1976, Page 331, and described in a deed to Patricia Dean Boswell, parcel 3, recorded in Volume 1441, Page 331, Deed Records, Parker County, Texas. Said 0.457 acre easement tract being more particularly described in metes and bounds as follows:

BEGINNING at a point for the southwest corner of this described easement tract at the intersection of the north line of Interstate 20 and the east line of Tricia Trail, from which a 3 inch pipe fence corner post bears S13°52'26"W a distance of 0.45', and same being a corner of said Boswell Interests, LTD tract,

THENCE N13°52'26"E, departing said north line of Interstate 20 and with the east line of said Tricia Trail for a distance of 30.04' to a 1/2 inch iron rod set, marked "J&M EASEMENT", in a non-tangent curve to the left having a radius of 5618.58', a delta angle of 03°35'15", and a long chord that bears S80°43'04"E a distance of 351.75', for corner of this herein described easement tract;

THENCE along said curve to the left departing said east line of Tricia Trail, over and across said Boswell Interests, LTD tract for an arc length of 351.81' to a 1/2 inch iron rod set in the common line of the City of Willow Park ETJ (Extraterritorial Jurisdiction) and the City of Fort Worth ETJ (Extraterritorial Jurisdiction), marked "J&M EASEMENT", for corner of this herein described easement tract;

THENCE S07°23'22"W a distance of 30.00' with the common line of the City of Willow Park ETJ (Extraterritorial Jurisdiction) and the City of Fort Worth ETJ (Extraterritorial Jurisdiction), to a 1/2 inch iron rod set, in the north line of Interstate 20, marked "J&M EASEMENT", for corner of this herein described easement tract

THENCE N82°30'42"W, departing said common line a distance of 310.54 feet along the north right-of-way of Interstate 20, and south line of said Boswell Interest, LTD tract, to a TXDOT Type I monument found in a curve to the right having a radius of 5648.58', a delta angle of 03°36'09", and a long chord that bears N80°42'37"W a distance of 355.09', for corner of this herein described easement tract;

THENCE along said curve to the right an arc length of 355.15' to said **POINT OF BEGINNING** and containing 0.457 acres or 19,920 square feet.

This date September 14, 2020, the foregoing metes and bounds description was prepared from a survey completed on the ground under my supervision in March of 2020. The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.


Michael Churchwell
R.P.L.S. No. 6384

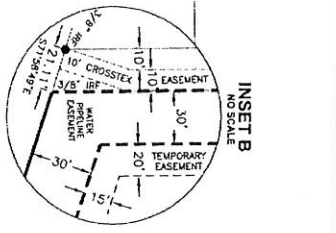
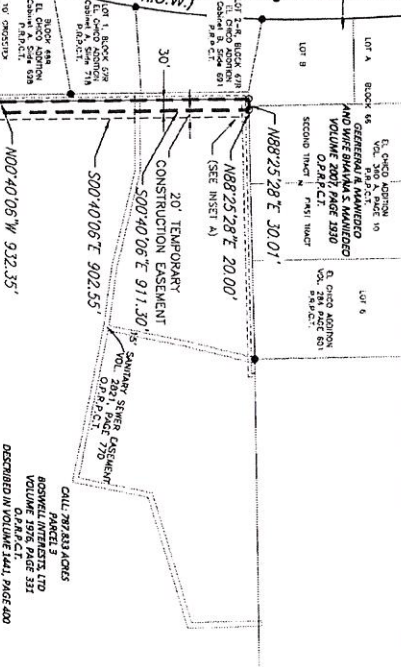
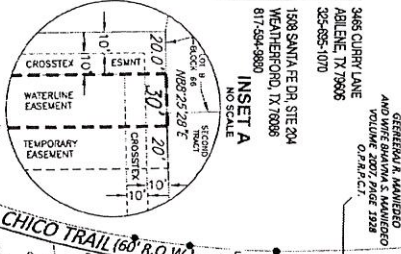
See Attached Survey Drawing



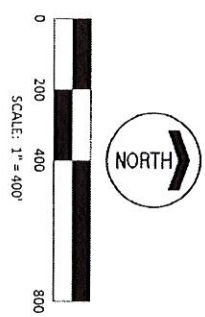
09-14-20

Exhibit B

JACOB MARTIN
 3465 CLARK LANE
 ABILENE, TX 79606
 325-895-1070
 1508 SANTA FE DR. STE 204
 WEATHERFORD, TX 76786
 817-584-4890



CURVE NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	637.47'	5348.58'	6°27'58"	637.13'	N75°12'48"W
C2	633.30'	5818.95'	6°28'43"	634.96'	S78°13'10"E
C3	634.20'	5803.95'	6°29'05"	633.86'	S75°13'21"E
C4	2.32'	275.00'	0°28'58"	2.32'	S13°37'57"W



- POB**
 D.P.R.C.T.
 O.P.R.C.T.
 P.R.P.C.T.
 V.W.R.O.W.
- 1/2" CAPPED IRON ROD SET,
 MARKED "JSM EASEMENT"
 TXDOT TYPE II MONUMENT
 TXDOT TYPE I MONUMENT
 FOUND AS NOTED
- EASEMENT BOUNDARY (BOLD)
 --- TEMPORARY CONSTRUCTION EASEMENT
 --- SURVEY LINE
- POINT OF BEGINNING
 DEED RECORDS, PARKER COUNTY, TEXAS
 OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS
 PLAT RECORDS, PARKER COUNTY, TEXAS
 VARIABLE WIDTH, RIGHT-OF-WAY
- SURVEY NOTES:**
 1. Bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations.
 2. Solid easement lines are coincident with boundary lines.

The 1,926 acre tract water pipeline easement depicted hereon was surveyed on the ground under my direct supervision in MARCH, 2020.

Michael Churchwell
 Michael Churchwell, RPSS #6394



JOHN COLE SURVEY,
 ABSTRACT 218

JOHN H. PHELPS SURVEY,
 ABSTRACT 1046

30' WATER PIPELINE EASEMENT
 2,053 ACRES
 89,443 SQUARE FEET

**SURVEY DRAWING OF
 A WATER PIPELINE EASEMENT
 AND CONTAINING 2,053 ACRES OUT OF
 HEIRS OF FRANCISCO SANCHEZ SURVEY,
 ABSTRACT NO. 2347
 PARKER COUNTY, TEXAS**

DRAWING COMPLETED: SEPTEMBER 2, 2020

METES & BOUNDS DESCRIPTION
30' WIDE PERMANENT WATER PIPELINE EASEMENT
(2.053 ACRE)
PARKER COUNTY, TX

EASEMENT TWO: BEING a 30 foot wide strip of land, a **WATER PIPELINE EASEMENT** containing 2.053 acres of land (89,443 square feet), and being out of the Heirs of Francisco Sanchez Survey, Abstract No. 2347, Parker County, Texas, and said 2.053 acre tract crossing a portion of a 787.833 acre Parcel 3 tract to Boswell Interests, LTD, as thereof recorded in Volume 1976, Page 331, Official Public Records, Parker County, Texas, and described in a deed to Patricia Dean Boswell, as thereof recorded in Volume 1441, Page 331, Deed Records, Parker County, Texas. Said 2.053 acre easement tract being more particularly described in metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set, marked "J&M EASEMENT", for the southeast corner of this herein described easement tract, from which a found 3 inch pipe fence corners bears N62°07'28"W a distance of 1.18 feet, and being on the north right-of-way line of U.S. Interstate Highway 20, same being the southwest corner of Tricia Trail, a 50 foot right-of-way dedicated in Final Plat for Crestview, as thereof recorded in Cabinet C, Slide 761, Plat Records, Parker County, Texas, and being on the south property line of said Parcel 3 tract, said point being in a curve to the right, having a radius of 5648.58 feet, a delta angle of 06°27'58", and a long chord that bears N75°12'48"W a distance of 637.13 feet;

THENCE northwesterly with said curve and continuing with south line of said Parcel 3 tract and said north right-of-way line U.S. Interstate Highway 20, an arc length of 637.47 feet to a found TXDOT Type I monument found;

THENCE N71°58'49"W feet along said common north right-of-way line of U.S. Interstate Highway 20., and south line of said Parcel 3 tract, continuing for a total distance of distance of 1400.61 to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement tract;

THENCE N00°40'06"W departing said north right-of-way line U.S. Interstate Highway 20, over and across said Parcel 3 passing at a distance of 36.78 feet through the southeast corner of a 10 foot easement to Crosstex North Texas Gathering, L.P., as thereof recorded in Document Number 201400908, Official Public Records, Parker County, Texas, and continuing with said east line at a distance of 605.43 feet passing the south line of a 15' wide Sanitary Sewer Easement, as thereof recorded in Volume 2821, Page 770, Official Public Records, Parker County, Texas, and continuing along said east line at a distance of 620.43 feet passing the north line of said 15' wide easement, at a distance of 972.28 feet leaving the east line of said Crosstex easement, at a distance of 982.28 feet crossing the north line of said Crosstex easement, continuing for a total distance of 932.35 feet to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement tract in the south line of Lot B, Block 66, El Chico Addition, an addition to the City of Willow Park, as thereof recorded in Volume 360-A, Page 10, Plat Records, Parker County, Texas;

THENCE S71°58'49"E departing west line of said Parcel 3 and east line of said Block 68R,

THENCE N00°40'06"E a distance of 4.76 feet passing through the southeast corner said 10 foot easement to Crosstex, continuing with the east line of said 10 foot easement to Crosstex, at a distance of 880.61 feet passing through the northernmost inner ell corner of said 10 foot easement to Crosstex, and departing east line of said 10 foot easement to Crosstex, at a distance of 890.61 feet crossing the north line of said 10 foot easement to Crosstex, continuing for a total distance of 900.68 feet to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement tract in the north line of said Parcel 3 tract and the south line of Block 66, El Chico Addition as thereof recorded in Volume 360-A, Page 10, Plat Records, Parker County, Texas;

THENCE N88°25'28"E with the north line of said Parcel 3 tract, at a distance of 20.01 feet passing the southeast corner of the east line of said Lot B and the southwest corner of Second Tract, as described in a deed to Geereeraj R. Maniedeo and Wife Bhavna S. Maniedeo, as thereof recorded in Volume 2007, Page 1930, Official Public Records, Parker County, Texas, and continuing for a total distance of 30.01feetto a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement;

THENCE S00°40'06"E departing the south lines of said Second Tract and said Block 66, and the north line of said Parcel 3 tract, over and across said Parcel 3, at a distance of 10.06 passing the north line of said 10 foot easement to Crosstex, at a distance of 20.06 feet passing the south line of said 10 foot easement to Crosstex, at a distance of 312.46 feet passing the north line of said 15' wide Sanitary Sewer Easement, at a distance of 327.46 feet passing the south line of said 15' wide Sanitary Sewer Easement and continuing for total distance of 911.30 feet running parallel with and 30.00 feet in a easterly direction from the east line of said 10 foot easement to at Crosstex, to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement;

THENCE S71°58'49"E a distance of 1379.09 feet running parallel with and 30.00 feet in a northerly direction from said U.S. Interstate Highway 20, to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement, and being the beginning of a curve to the left having a radius of 5618.58 feet, a delta angle of 06°28'43", and a long chord that bears S75°13'10"E a distance of 634.96 feet;

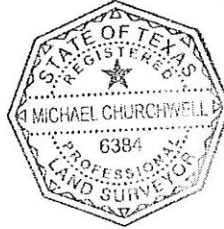
THENCE southeasterly with said curve and continuing running parallel with and 30.00 feet in a northerly direction from U.S. Interstate Highway 20, an arc length of 635.30 feet to 1/2 inch iron rod set, marked "J&M EASEMENT", for corner, in the west right-of-way of said Tricia Trail;

THENCE S13°52'26"W a distance of 30.02 feet along said west right-of-way of Tricia Trail, to said POINT OF BEGINNING and containing 2.053 acres, or 89,443 square feet.

On September 2, 2020, the foregoing metes and bounds description was prepared from a survey completed on the ground under my supervision in March of 2020. The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.


Michael Churchwell
R.P.L.S. No. 6384

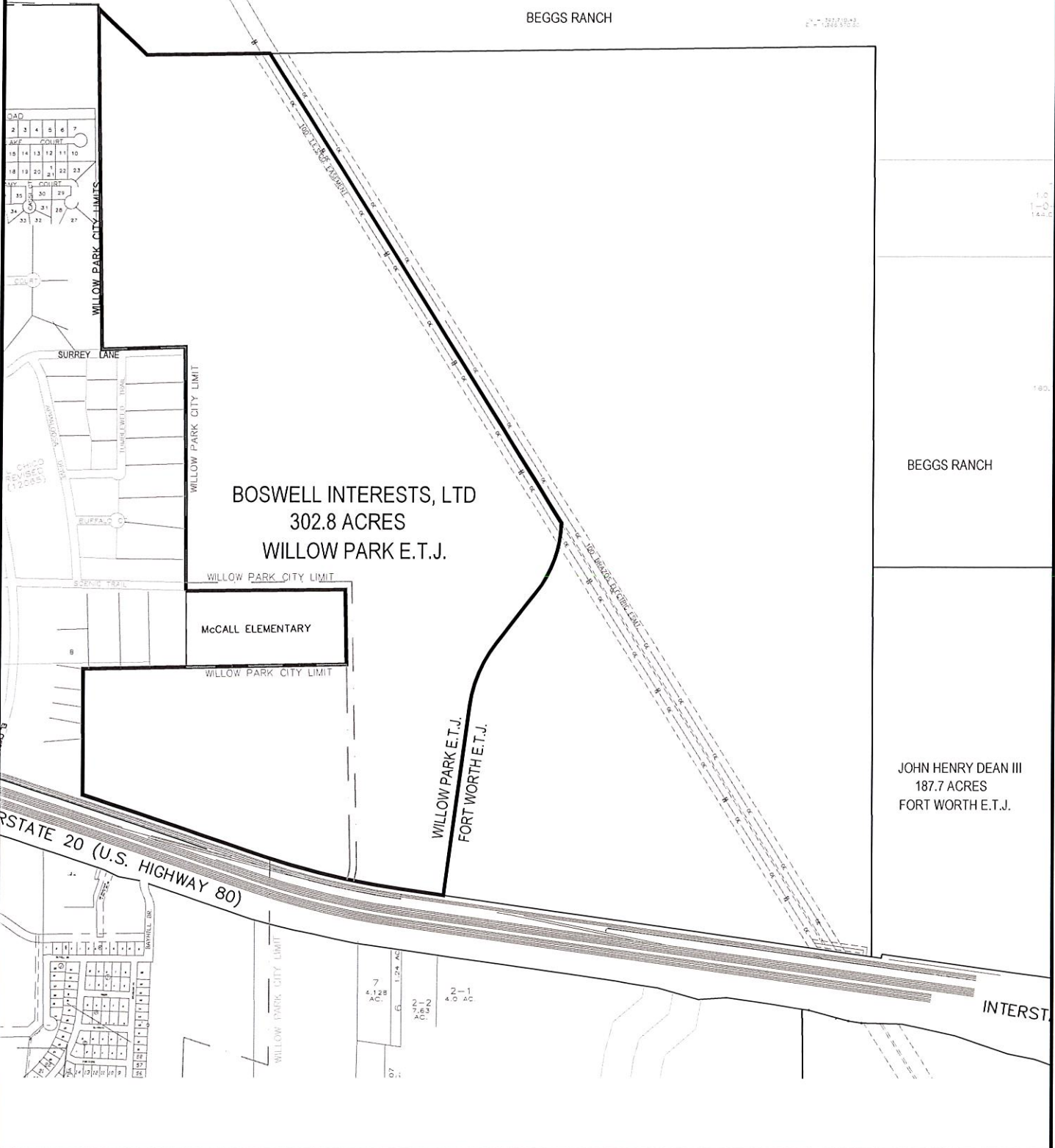
See Attached Survey Drawing



09-02-20



BEGGS RANCH



BOSWELL INTERESTS, LTD
302.8 ACRES
WILLOW PARK E.T.J.

McCALL ELEMENTARY

BEGGS RANCH

JOHN HENRY DEAN III
187.7 ACRES
FORT WORTH E.T.J.

STATE 20 (U.S. HIGHWAY 80)

WILLOW PARK E.T.J.
FORT WORTH E.T.J.

INTERST



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

BOSWELL CRESTVIEW
WILLOW PARK E.T.J

PROJECT No. 191-8025

DATE: SEPT 2020

SHEET

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

CITY OF WILLOW PARK
TEMPORARY CONSTRUCTION EASEMENT

DATE: _____

GRANTOR: **BOSWELL INTERESTS, LTD., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):
 1320 LAKE STREET
 FORT WORTH, TARRANT COUNTY, TEXAS 76102

GRANTEE: **CITY OF WILLOW PARK**

GRANTEE'S MAILING ADDRESS (including County):
 516 Ranch House Rd.
 Willow Park, Parker County, TX 76087

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: **BEING more particularly described in the attached Exhibits "A" and "B".**

Grantor, for the consideration paid to Grantor, does hereby grant, bargain and convey unto Grantee, its successors and assigns, the use and passage in, over, and across, below and along the Easement Property situated in Parker County, Texas, as described and depicted in accordance with Exhibits "A" and "B", attached hereto and made a part hereof, and ingress and egress over Grantor's property to the Easement Property.

It is further agreed and understood that Grantee will be permitted the use of said Easement Property for the purpose of constructing a Permanent Water Main Facility. Upon completion of improvements and its acceptance by Grantee, all rights granted within the described Temporary Construction Easement shall cease.

TO HAVE AND TO HOLD the above described Easement Property, together with, all and singular, the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns until the cessation or expiration of the rights granted hereunder. Grantor hereby bind themselves, their heirs, successors, and assigns, to warrant and defend, all and singular, said easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

See Addendum attached hereto and incorporated herein by reference. In the event of a conflict between the Addendum and this easement, the provisions of the Addendum shall control.

This document may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. When the context requires, singular nouns and pronouns include the plural.

Grantor:

**BOSWELL INTERESTS, LTD.,
a Texas limited partnership**

**By: Fleur De Lis, LLC, a Texas limited
liability company, General Partner**

By: _____
John P. Boswell
President

Grantee:

CITY OF WILLOW PARK

Doyle Moss
Mayor

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John P. Boswell, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Fleur De Lis, LLC, General Partner of Boswell Interests, Ltd, as the act of said Boswell Interests, Ltd, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Doyle Moss, Mayor of the City of Willow Park, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of the City of Willow Park for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

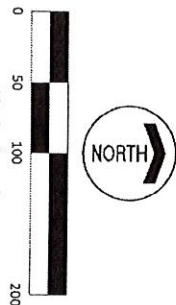
Exhibit A



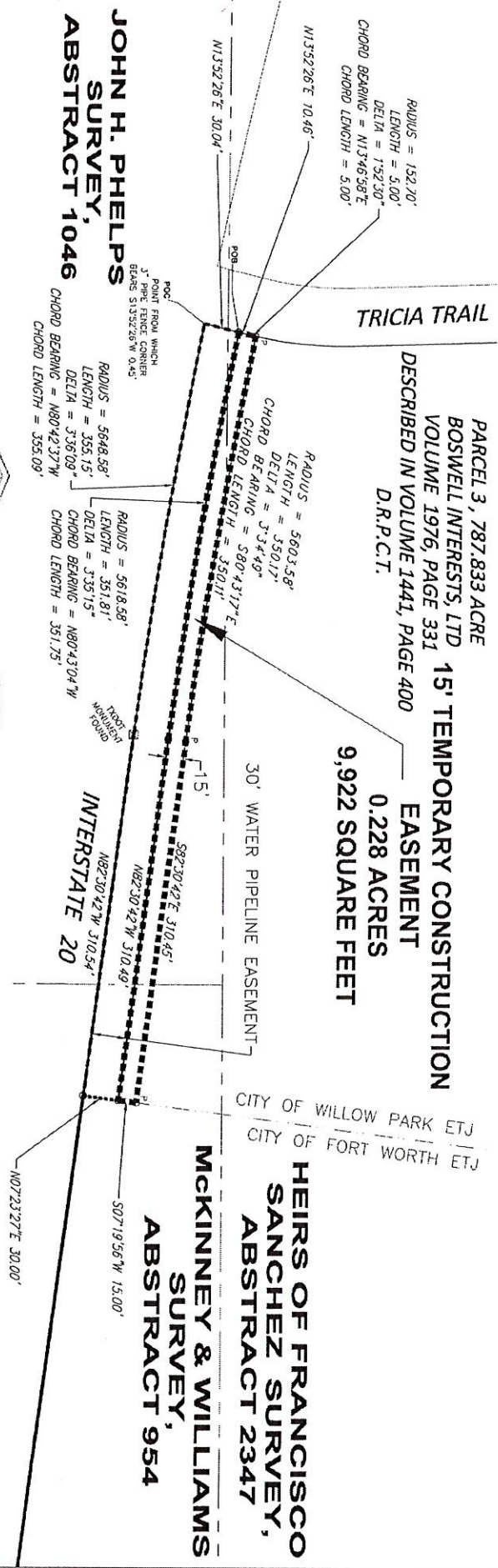
3465 CURRYLANE
 ARLING, TX 79006
 325-995-1070
 1599 SANTA FE DR, STE 204
 WEAVERBORO, TX 79086
 817-994-9890
 T.B.E.L.S. FIRM# 10192890

EXHIBIT "A"

SURVEY NOTES:
 1. Bearings, distances and coordinates shown hereon are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations.



PARCEL 3, 787.833 ACRE
 BOSWELL INTERESTS, LTD
 VOLUME 1976, PAGE 331
 DESCRIBED IN VOLUME 1441, PAGE 400
 D.R.P.C.T.
 15' TEMPORARY CONSTRUCTION
 EASEMENT
 0.228 ACRES
 9,922 SQUARE FEET



CITY OF WILLOW PARK ETJ
 CITY OF FORT WORTH ETJ
 HEIRS OF FRANCISCO
 SANCHEZ SURVEY,
 ABSTRACT 2347
 MCKINNEY & WILLIAMS
 SURVEY,
 ABSTRACT 954

JOHN H. PHELPS
 SURVEY,
 ABSTRACT 1046

The 0.228 acre tract water pipeline easement depicted hereon was surveyed on the ground under my direct supervision on MARCH 7, 2019.
 Michael Churchwell, R.P.L.S. #8394



- 09-22-20
- LEGEND
- OP POINT FOR CORNER
 - 1/2" CAPPED IRON ROD SET, MARKED "1&M EASEMENT" TOODT TYPE II MONUMENT FOUND
 - △ TOODT TYPE I MONUMENT FOUND
 - FOUND AS NOTED
 - EASEMENT BOUNDARY (BOLD)
 - TEMPORARY CONSTRUCTION EASEMENT
 - SURVEY LINE
 - POINT OF BEGINNING
 - DEED RECORDS, PARKER COUNTY, TEXAS
 - D.R.P.C.T.
 - O.P.R.C.T.
 - P.R.P.C.T.
 - V.V.A.O.W.
 - PLAT RECORDS, PARKER COUNTY, TEXAS
 - VARIABLE WIDTH RIGHT-OF-WAY

SURVEY DRAWING OF
 A TEMPORARY CONSTRUCTION EASEMENT 15' WIDE
 AND CONTAINING 0.228 ACRES OUT OF
 JOHN H. PHELPS SURVEY, ABSTRACT NO. 1046,
 MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 954, AND
 HEIRS OF FRANCISCO SANCHEZ SURVEY, ABSTRACT NO. 2347,
 PARKER COUNTY, TEXAS

DRAWING COMPLETED: SEPTEMBER 21, 2020

**METES & BOUNDS DESCRIPTION
15' WIDE TEMPORARY CONSTRUCTION EASEMENT
(0.228 ACRE)
PARKER COUNTY, TX**

TEMPORARY CONSTRUCTION EASEMENT: BEING a 15 foot wide strip of land, a **TEMPORARY CONSTRUCTION EASEMENT** containing 0.228 acres of land (9,922 square feet), and being out of the J.D. Morris Survey, Abstract No. 926, the McKinney & Williams Survey, Abstract No. 954, and the Heirs of Francisco Sanchez Survey, Abstract No. 2347, Parker County, Texas, and said 0.228 acres crossing a portion of a 787.833 acre tract to Boswell Interests, LTD, in deed recorded in Volume 1976, Page 331, and described in a deed to Patricia Dean Boswell, as Parcel 3, recorded in Volume 1441, Page 331, Deed Records, Parker County, Texas. Said 0.228 acre easement tract being more particularly described in metes and bounds as follows:

COMMENCING at a point in the south line of at the southwest corner of a proposed 0.457 acre 30 foot water pipeline easement tract in the at the intersection of the north line of Interstate 20 and the east line of Tricia Trail, from which a 3 inch pipe fence corner post bears S13°52'26"W a distance of 0.45 feet, and same being a corner of said Boswell Interests, LTD tract, **THENCE** N13°52'26"E departing said north line of Interstate 20 and with the east line of said Tricia Trail and the west line of said proposed 30' wide water pipeline easement for a distance of 30.04' to a 1/2 inch iron rod set, marked "J&M EASEMENT", for the southwest of this herein described temporary easement tract at the **POINT OF BEGINNING**;

THENCE N13°52'26"E a distance of a distance of 10.46 feet continuing with said east and west lines to a point in a tangent curve to the left having a radius of 152.70 feet, a delta angle of 01°52'30", and a long chord that bears N 13°46'58"E a distance of 5.00 feet, for corner of this herein described temporary construction easement tract;

THENCE along said curve to the left along the east line of Tricia Trail, for an arc length of 5.00 feet to a point for the northwest corner of this herein described temporary construction easement tract in a non-tangent curve to the left having a radius of 5603.58 feet, a delta angle of 03°34'49", and a long chord that bears S 80°43'17"E a distance of 305.11 feet ;

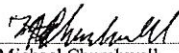
THENCE along said curve to the left departing the east right-of-way line of Tricia Trail and along the north line of said temporary construction easement, for an arc length of 350.17 feet to a point for corner of this herein described temporary construction easement tract;

THENCE S82°30'42"E a distance of 310.45 feet to a point in the common line of the City of Willow Park ETJ (Extraterritorial Jurisdiction) and the City of Fort Worth ETJ (Extraterritorial Jurisdiction) for corner of this herein described temporary construction easement tract;

THENCE S07°19'56"W a distance of 15.00' with said common ETJ lines a 1/2 inch iron rod set in the common line of the City of Willow Park ETJ (Extraterritorial Jurisdiction) and the City of Fort Worth ETJ (Extraterritorial Jurisdiction), marked "J&M EASEMENT", for the southeast corner of this herein described temporary construction easement tract;

THENCE N82°30'42"W, departing said common lines a distance of 310.54 feet along the north line of said proposed 30 foot wide easement tract and the south line of this herein described temporary construction easement tract to a 1/2 inch iron rod set for corner in a curve to the right having a radius of 5618.58', a delta angle of 03°35'15", and a long chord that bears N80°43'04"W a distance of 351.81', the **POINT OF BEGINNING** and containing 0.228 acres' or 9,922 square feet.

This date September 22, 2020, the foregoing metes and bounds description was prepared from a survey completed on the ground under my supervision in March of 2020. The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.


Michael Churchwell
R.P.L.S. No. 6384



See Attached Survey Drawing

09-22-20

Exhibit B



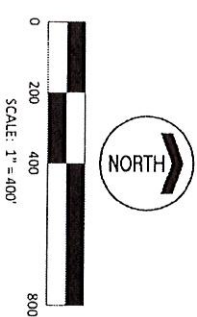
3485 CURRY LANE
 ABILENE, TX 79606
 325-895-1070
 1508 SANTA FE DR, STE 204
 WEAVERFORD, TX 79086
 817-994-8800
 T.B.E.I.S. FIRM# 10194900

GENERAL & MANAGED
 AND WIFE BIANCA S. MANAGED
 VOLUME 2005, PAGE 1528
 O.P.R.C.T.

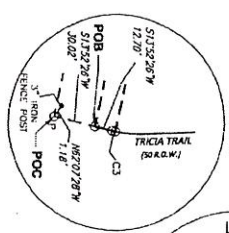
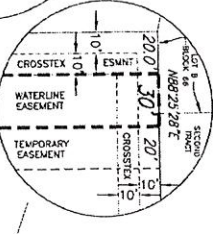
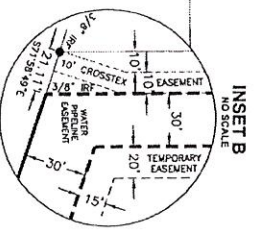
EL CHICO TRAIL (60' R.O.W.)
 BLOCK 66 VOL. 2005, PAGE 10
 GENERAL & MANAGED
 AND WIFE BIANCA S. MANAGED
 VOLUME 2005, PAGE 1528
 O.P.R.C.T.

LOT 8
 BLOCK 66 VOL. 2005, PAGE 10
 GENERAL & MANAGED
 AND WIFE BIANCA S. MANAGED
 VOLUME 2005, PAGE 1528
 O.P.R.C.T.

LOT 8
 BLOCK 66 VOL. 2005, PAGE 10
 GENERAL & MANAGED
 AND WIFE BIANCA S. MANAGED
 VOLUME 2005, PAGE 1528
 O.P.R.C.T.



CURVE NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	635.30'	5618.56'	67.2813°	634.96'	N75°13'10"W
C2	634.20'	5603.58'	67.2905°	633.86'	S75°13'21"E
C3	23.37'	215.00'	67.2958°	23.37'	S13°37'57"W
C4	637.67'	5648.56'	67.2758°	637.13'	N75°12'48"W



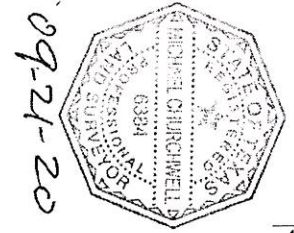
**VARIABLE WIDTH
 TEMPORARY CONSTRUCTION EASEMENT**
 1.107 ACRES
 48,225 SQUARE FEET

- SURVEY NOTES:**
1. Bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations.
 2. Solid easement lines are coincident with boundary lines.

**JOHN GOLE SURVEY,
 ABSTRACT 218**

**JOHN H. PHELPS SURVEY,
 ABSTRACT 1046**

**HEIRS OF FRANCISCO
 SANCHEZ SURVEY,
 ABSTRACT 2347**



- LEGEND**
- OP POINT FOR CORNER
 - 1/2" CAPPED IRON ROD SET
 - △ MARKED "ISM EASEMENT"
 - ▽ TYPED TYPE II MONUMENT FOUND
 - TYPED TYPE I MONUMENT FOUND
 - FOUND AS NOTED
 - EASEMENT BOUNDARY (BOLD)
 - - - TEMPORARY CONSTRUCTION EASEMENT
 - SURVEY LINE
 - POB POINT OF BEGINNING
 - D.P.R.C.T. DEED RECORDS, PARKER COUNTY, TEXAS
 - O.P.R.C.T. OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS
 - P.R.P.C.T. PLAT RECORDS, PARKER COUNTY, TEXAS
 - V.W.R.O.W. VARIABLE WIDTH RIGHT-OF-WAY

**SURVEY DRAWING OF
 A VARIABLE WIDTH
 TEMPORARY CONSTRUCTION EASEMENT
 AND CONTAINING 1.107 ACRES OUT OF
 HEIRS OF FRANCISCO SANCHEZ SURVEY,
 ABSTRACT NO. 2347
 PARKER COUNTY, TEXAS**
 SEPTEMBER 21, 2020

The 1.107 acre temporary construction easement tract depicted herein was surveyed on the ground under my direct supervision in MARCH, 2020.

Michael Churchwell
 Michael Churchwell, RPLS #6384

**METES & BOUNDS DESCRIPTION
VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
(1.107 ACRE)
PARKER COUNTY, TX**

TEMPORARY CONSTRUCTION EASEMENT for EASEMENT TWO: BEING a variable width wide strip of land, a **TEMPORARY CONSTRUCTION EASEMENT** containing 1.107 acres of land (48,225 square feet), and being out of the Heirs of Francisco Sanchez Survey, Abstract No. 2347, Parker County, Texas, and said 1.107 acre tract crossing a portion of a 787.833 acre Parcel 3 tract to Boswell Interests, LTD, as thereof recorded in Volume 1976, Page 331, Official Public Records, Parker County, Texas, and described in a deed to Patricia Dean Boswell, as thereof recorded in Volume 1441, Page 331, Deed Records, Parker County, Texas. Said 1.107 acre temporary easement tract being more particularly described in metes and bounds as follows:

COMMENCING at a point at the southeast corner of a proposed 30' wide water pipeline easement tract, and being on the north right-of-way line of Interstate 20, a variable width right-of-way, same being at the southwest corner of Tricia Trail, a 50 foot right-of-way dedicated in Final Plat for Crestview, filed in Cabinet C, Slide 761, Plat Records, Parker County, Texas, and being on the south property line of said Boswell Interest, LTD Parcel 3 tract, from said point a found 3 inch pipe fence corners bears N62°07'28"W 1.18 feet, **THENCE** N13°52'26"E departing the south line of said Parcel 3 and said Interstate 20 right-of-way line, and with the east line of said proposed 30 foot wide water pipeline easement a distance of 30.02 feet along the west right-of-way line of said Tricia Trail to a 1/2 inch iron rod set, marked "J&M EASEMENT", at the **POINT OF BEGINNING** for the southeast corner of this herein described temporary easement tract, same being the northeast corner of said proposed 30' wide water pipeline easement tract in a non-tangent curve to the right, having a radius of 5618.58 feet, a delta angle of 06°28'43", and a long chord that bears N75°13'10"W a distance of 634.96 feet;

THENCE departing said Tricia Trail right-of-way line, and with said easement lines, northwesterly along said curve an arc length of 635.30 feet, to a 1/2 inch iron rod set, marked "J&M EASEMENT" for corner of this herein described temporary easement tract,

THENCE N71°58'49"W with north line of said 30' wide easement a distance of 1379.09' to a 1/2 inch iron rod set, marked "J&M EASEMENT", for the southwest corner of this herein described temporary easement tract;

THENCE N00°40'06"W along the northeast line of said proposed 30' wide easement, at a distance of 583.86 feet passing the south line of a 15 foot wide sanitary sewer easement, as thereof recorded in Volume 2821, Page 770, Official Public Records, Parker County, Texas, at a distance of 598.84 feet passing the south line of said sanitary sewer easement, at a distance of 891.23' passing the south line of a 10' wide easement to Crosstex North Texas Gathering, L.P., as thereof recorded in Document Number 201400908, Official Public Records, Parker County, Texas, at a distance of 901.24' passing the north line of said Crosstex easement, and continuing for a total distance of 911.30' to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described temporary easement tract in the north line of said Parcel 3 tract, and the south line of Block 66, El Chico Addition, an addition to the City of Willow Park, as thereof as thereof recorded in Volume 360-A, Page 10, Plat Records, Parker County, Texas, same being the south line of Second Tract, as described in a deed to Geereeraj R. Maniedeo and Wife Bhavna S. Maniedeo, as thereof recorded in Volume 2007, Page 1930, Official Public Records, Parker County, Texas;

THENCE N88°25'28"E departing the east line of said proposed 30' wide easement, and with the north line of said Parcel 3 tract, and south line of said Second Tract, a distance of 20.00' to a point for corner of this herein described temporary easement tract;

THENCE S00°40'06"W departing said north line of said Parcel 3 tract, and the south line of Block, 66 over and across said Parcel 3 passing at a distance of 10.06 feet the north line of said Crosstex easement, passing at a distance of 20.07 feet the south line of said Crosstex easement, at a distance of 312.80 feet passing the north line of said sanitary sewer easement, at a distance of 327.78 feet passing the south line of said sanitary sewer easement, and continuing a total distance of 902.55 feet to a point for corner of this herein described temporary easement tract;


THENCE S71°58'49"E a distance of 1363.05 feet to a point for corner in a non-tangent curve to the left having a radius of 5603.58 feet, a delta angle of 6°29'05", and a long chord that bears S75°13'21"E a distance of 633.86 feet;

THENCE southeasterly with said curve an arc length of 635.30 feet to point for corner of this herein described temporary easement tract in the west right-of-way line of said Tricia Trail, and also being in a non-tangent curve to the left, having a radius of 275.00 feet, a delta angle of 00°28'58", and a long chord that bears S13°37'57"W a distance of 2.32 feet;

THENCE southeasterly with said curve an arc length of 2.32 feet to point for corner of this herein described temporary easement tract in the west right-of-way line of said Tricia Trail

THENCE S13°52'26"W a distance of 30.02 feet along said west right-of-way of Tricia Trail, to said **POINT OF BEGINNING** and containing 1.107 acres, or 48,225 square feet.

On September 21, 2020, the foregoing metes and bounds description was prepared from a survey completed on the ground under my supervision in March of 2020. The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.


Michael Churchwell
R.P.L.S. No. 6384



See Attached Survey Drawing

09-21-20

**ADDENDUM TO CITY OF WILLOW PARK
TEMPORARY CONSTRUCTION EASEMENT DATED _____, 2020**

Restoration of Surface. Upon completion of construction, the surface of the ground disturbed by Grantee will be restored to as near its condition prior to the installation of the pipeline as is reasonably practicable so that there shall not be any permanent mounds, ridges, sinks or trenches along the Temporary Construction Easement. Grantee shall fully restore all private roads, drainage and irrigation ditches, and canals disturbed by Grantee's operation to reasonably the same condition as they were prior to construction.

Responsibility for Damages. Grantee shall be responsible for any and all damage to persons or property caused by construction of the Pipeline, or the exercise of any rights granted hereunder to Grantee. Grantee shall require all contractors performing construction work within the Temporary Construction Easement to maintain insurance in an amount necessary to protect Grantor from damages or liability resulting from construction work relating to, or the use of, the Temporary Construction Easement.

Grantor:

**BOSWELL INTERESTS, LTD.,
a Texas limited partnership**

**By: Fleur De Lis, LLC, a Texas limited
liability company, General Partner**

By: _____
John P. Boswell
President

Grantee:

CITY OF WILLOW PARK

Doyle Moss
Mayor

THE STATE OF TEXAS §
§
COUNTY OF PARKER §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John P. Boswell, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Fleur De Lis, LLC, General Partner of Boswell Interests, Ltd, as the act of said Boswell Interests, Ltd, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF PARKER §

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Doyle Moss, Mayor of the City of Willow Park, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of the City of Willow Park for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

ADDENDUM TO CITY OF WILLOW PARK WATER FACILITY EASEMENT DATED
_____ , 2020

Surface Use and Restoration. After installation or repair of the Pipeline, the surface of the ground disturbed by Grantee will be restored to as near its condition prior to such installation or repair as is reasonably practicable so that there shall not be any permanent mounds, ridges, sinks or trenches along the Pipeline Easement Area. Grantee shall fully restore all private roads, drainage and irrigation ditches, and canals disturbed by Grantee's operation to reasonably the same condition as they were prior to such operation.

Grantor's Uses. Grantor reserves the right, and Grantee hereby consents and agrees, to use the surface of the Pipeline Easement Area for whatever purposes Grantor desires, subject only to the limitation that it will not construct any pond, building, or other permanent structure over the Pipeline Easement area, or engage in any other activity that would damage or unreasonably interfere with Grantee's permitted use. Grantor reserves specifically the right to construct gravel, asphaltic or concrete driveways, roadways and streets, sidewalks, trails, and parking areas. Within a ten (10) foot wide strip, being (5) five feet on either side of the actual Pipeline, Grantor shall be permitted to plant and maintain (1) grasses and ground cover, and (2) bushes, shrubs and flowering plants that are no taller than five (5) feet at maturity so long as the same are planted individually or in scattered groups. Such landscaping shall be planted and maintained in such a manner that when fully matured, the surface of the ground cover within the ten (10) foot strip defined above shall be substantially visible for overhead aerial inspection of the Pipeline. Grantor reserves the right to construct sewer, water, gas distribution, electric, and telephone lines or like utilities across or within the Pipeline Easement Area, at angles between approximately forty-five (45) and ninety (90) degrees where they cross the Pipeline. In crossing, such utilities shall pass under or over Grantee's Pipeline, as it then exists, in a manner to provide a minimum clearance of thirty inches (30") between the bottom or top, as applicable, of Grantee's Pipeline and the closest portion of such utility line. If in Grantee's reasonable opinion, the installation of any such utility line necessitates the lowering of the Pipeline in excess of such thirty inches (30") minimum clearance, such cost shall be borne and paid for by Grantor, its successors and assigns. Grantor shall provide written notice to Grantee forty-five (45) days before installing any of the improvements described herein over, under or across the Pipeline Easement Area. Grantee must be notified at least seventy-two (72) hours in advance of any construction work within the Pipeline Easement Area which necessitates the crossing of the Pipeline Easement Area with trucks, heavy equipment, or other large-motored vehicles. Grantor shall notify Grantee at the number shown below. Grantor also reserves all oil, gas and mineral rights, including the right to produce oil, gas and minerals from beneath the surface of the Pipeline Easement Area, provided that the exercise of such rights shall not unreasonably interfere with Grantee's rights hereunder, and that Grantor shall not construct or permit any house, building, or other structure or improvement on the Pipeline Easement Area, except as otherwise provided herein.

Responsibility for Damages. Grantee shall be responsible for any and all damage to persons or property caused by operation of the Pipeline, or the exercise of any rights granted hereunder to Grantee.

Notices. Until notified in writing of a different address, notices to Grantor shall be sent to:

BOSWELL INTERESTS, LTD.,
a Texas limited partnership,
c/o Fleur De Lis, LLC, a Texas limited
liability company, General Partner
1320 Lake Street
Fort Worth, Texas 76102
Attention: John P. Boswell
Fax: 817-338-0991
Telephone: 817-338-4561

with a copy to:
William M. Perry, Jr.
Holland, Johns & Penny, LLP
306 W. 7th Street, Suite 500
Fort Worth, Texas 76102

and notices to Grantee shall be sent to:

City of Willow Park
516 Ranch House Rd.
Willow Park, Texas 76087
Attn: Doyle Moss, Mayor
Telephone: (817) 441-7108

Miscellaneous.

(a) This Easement incorporates all the agreements between the parties and no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Easement.

(b) In the event of litigation between the parties relating to this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, and related expenses of litigation, including, without limitation, expert witness fees.

(c) The agreements herein constitute covenants running with the land, and are binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

(d) This grant is subject to all preexisting agreements, easements, rights-of-way, and leases (surface, farming, ranching, and oil and gas) presently in force covering the Land or any portion thereof that are of record or would be disclosed by inspection or survey of the Easement Areas.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS EASEMENT, GRANTEE AGREES THAT GRANTEE IS ACQUIRING THIS EASEMENT "AS IS" AND "WHERE IS"

WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT. GRANTEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS SPECIFICALLY SET FORTH HEREIN GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PIPELINE EASEMENT AREA OR ABUTTING OR SURROUNDING PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY OF INSPECTION, IS RELYING SOLELY ON ITS OWN INSPECTION AND INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR OR ANY STATEMENT, REPRESENTATION, ASSERTION OR NON-ASSERTION MADE BY OR ON BEHALF OF GRANTOR WITH RESPECT TO THE EASEMENT PROPERTY.

Grantee:

CITY OF WILLOW PARK

Doyle Moss
Mayor

Grantor:

**BOSWELL INTERESTS, LTD.,
a Texas limited partnership**

**By: Fleur De Lis, LLC,
a Texas limited liability company,
General Partner**

By: _____
John P. Boswell
President

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John P. Boswell, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Fleur De Lis, LLC, General Partner of Boswell Interests, Ltd., as the act of said Boswell Interests, Ltd. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Doyle Moss, Mayor of the City of Willow Park, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Willow Park and that he executed the same as the act of the City of Willow Park for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 13, 2020	Department: City Admin	Presented By: Bryan Grimes
--	----------------------------------	--------------------------------------

AGENDA ITEM :

Discussion/Action: To consider a Water Service Agreement with Boswell Interests, Ltd. to provide water to property known as Boswell Ranch in the City’s extraterritorial jurisdiction after it is annexed in exchange for the granting of the Water Facility Easement.

BACKGROUND:

As part of the FW Water Line Project, the City of Willow Park has been in extensive discussions with the City of Fort Worth and the Boswell Ranch to obtain an easement for the 18” water line. As part of the easement, the City of WP will provide the Boswell Ranch with 600,000 gallons of water to the Boswell Ranch with certain conditions, most notable: Annexation into the City Limits, sale of water at the same rate as other customers in the City.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval

EXHIBITS:

Water Service Agreement

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

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, (“Effective Date”) by and between the City of Willow Park, a general law municipal corporation located in Parker County, Texas (“City”), and Boswell Interests, Ltd., a Texas limited partnership (“Owner”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the Owner owns a certain parcel of land situated in Parker County, Texas, which consists of approximately 302.8 acres in the City's extraterritorial jurisdiction, such property being more particularly described as the Boswell Ranch as set forth in Exhibit A attached and incorporated herein by reference (“Property”); and

WHEREAS, the City plans to construct a water line for the purpose of providing retail water service to properties within the city limits of the City; and

WHEREAS, the Owner has agreed to execute a Water Facility Easement across the Property granting a permanent easement for this purpose as set forth in Exhibit B attached and incorporated herein by reference (“Easement”); and

WHEREAS, in exchange for the granting of the Easement across the Property the City has agreed to provide water service to the Property as provided herein after the Property is annexed into the City.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is more particularly described and set forth in Exhibit “A”.
2. **INTENT.** It is the intent of the City and the Owner that upon execution of the Easement and subject to the Property being annexed into the city limits, the City shall allow for the provision of water services to the Property in accordance with the City’s water use policies and regulations, subject to water restrictions in accordance with the City’s Drought Contingency Plan, which may be amended from time to time.
3. **WATER SERVICES.** Upon annexation into the city limits, the City will provide water services to the Property at the same rates as other customers of the City’s water utility in a manner that is consistent with its policies and procedures in effect at that time. The Owner will be responsible for all costs for connection and extension of water mains to serve the Property and/or improvement of water supply systems to the Property in accordance with applicable ordinances, rules, regulations and policies, including water main capacity charges, impact fees, tap fees, and other City infrastructure extension policies and

developer or property owner participation requirements. In addition, the Owner shall comply with all study approval requirements, platting requirements, and construction plan approval processes of the City.

4. **DELIVERY.** The City agrees to provide up to a max day demand of 600,000 gallons of water as necessary to meet demand from the owners of the Property or any part thereof during the term of the Easement as the Property is developed, with said water delivery to continue after full development of the Property, subject to water restrictions in accordance with the City's Drought Contingency Plan, which may be amended from time to time.
5. **AUTHORITY.** The City and the Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Parker County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties with respect to the subject matter herein. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the Effective Date.

CITY OF WILLOW PARK

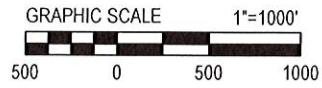
**BOSWELL INTERESTS, LTD.,
a Texas limited partnership**

**By: Fleur De Lis, LLC, a Texas limited
liability company, General Partner**

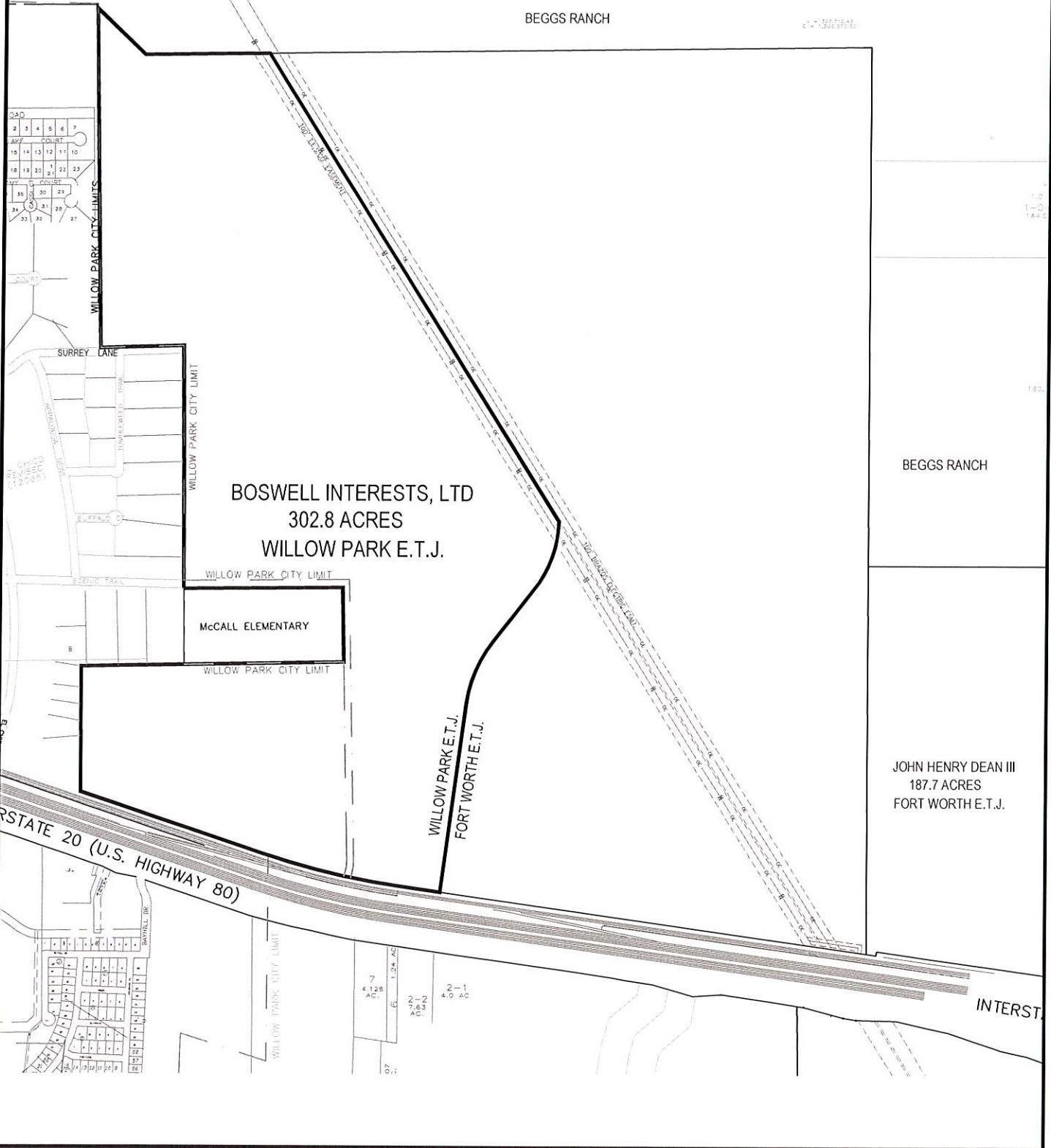
By: _____
Bryan Grimes
City Administrator

By: _____
John P. Boswell
President

EXHIBIT A
Legal Description of Property



BEGGS RANCH



B
Barron-Stark-Swift
Consulting Engineers
REGISTERED

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10993
www.barronstark.com

**BOSWELL CRESTVIEW
WILLOW PARK E.T.J**

PROJECT No. 191-8025

DATE: SEPT 2020

SHEET

EXHIBIT B
Easement

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

CITY OF WILLOW PARK
WATER FACILITY EASEMENT

DATE:

GRANTOR: **BOSWELL INTERESTS, LTD., a Texas limited partnership**

GRANTOR’S MAILING ADDRESS (including County):
 1320 LAKE STREET
 FORT WORTH, TARRANT COUNTY, TEXAS 76102

GRANTEE: **CITY OF WILLOW PARK**

GRANTEE’S MAILING ADDRESS (including County):
 516 Ranch House Rd.
 Willow Park, Parker County, TX 76087

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: **Being more particularly described in attached Exhibits “A” and “B”**

Grantor, for the Consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Water Main Facility, hereafter referred to as “Facility”. The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, valves, pipelines, water meters, junction boxes in, upon, under and across a portion of the Easement Property and more fully described in Exhibits “A” and “B” attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, Grantor shall be permitted to install and maintain a concrete, asphalt or gravel driveway, road or parking lot across the Easement Property. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been

removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successor and assigns to warrant and forever defend all and singular the Easement Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

Grantor:

**BOSWELL INTERESTS, LTD.,
a Texas limited partnership**

**By: Fleur De Lis, LLC, a Texas limited
liability company, General Partner**

By: _____
John P. Boswell
President

Grantee:

CITY OF WILLOW PARK

Doyle Moss
Mayor

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John P. Boswell, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Fleur De Lis, LLC, General Partner of Boswell Interests, Ltd, as the act of said Boswell Interests, Ltd, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Doyle Moss, Mayor of the City of Willow Park, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of the City of Willow Park for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas



3465 CURRY LANE
 ARLING, TX 79006
 817-294-1070
 1508 SANTA FE DR, STE 204
 WEATHERFORD, TX 76086
 817-294-8890
 T.B.E.L.S. FIRM# 10194590

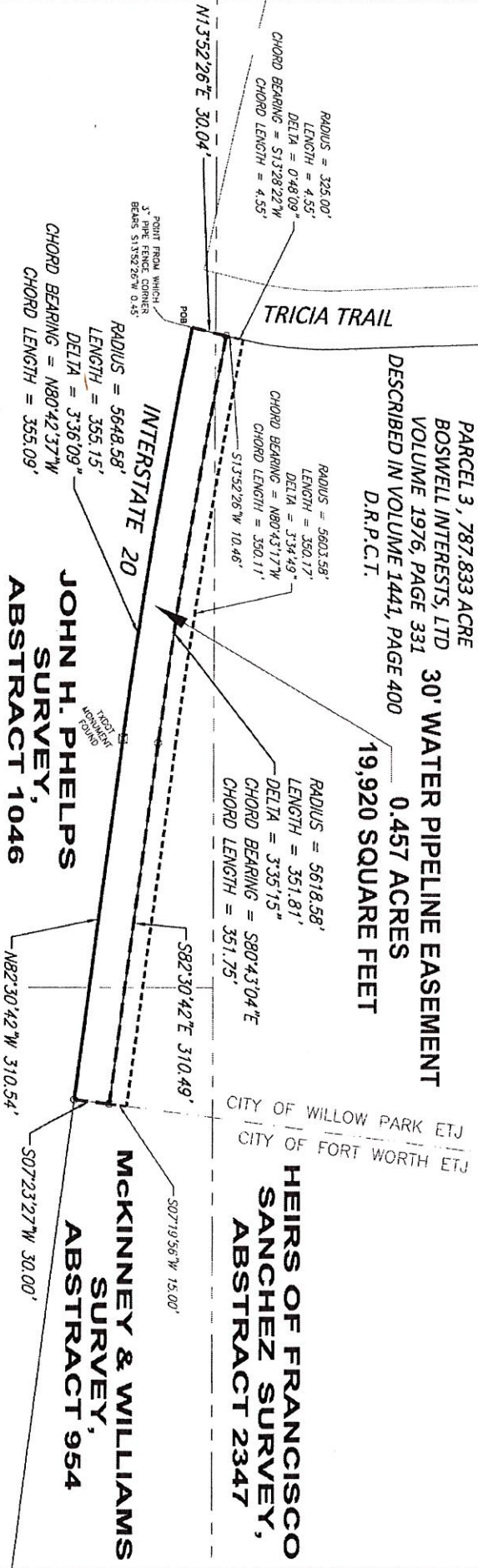
- ▲ TYPED MONUMENT (DISC IN CONCRETE)
- FOUND AS NOTED
- 1/2 CAPPED IRON SET, MARKED "18M EASEMENT"
- EASEMENT BOUNDARY (BOLD)
- TEMPORARY CONSTRUCTION EASEMENT
- SURVEY LINE
- POB POINT OF BEGINNING
- D.R.P.C.T. DEED RECORDS, PARKER COUNTY, TEXAS

SURVEY NOTES:
 1. Bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations.



**PARCEL 3, 787.833 ACRE
 BOSWELL INTERESTS, LTD
 VOLUME 1976, PAGE 331
 DESCRIBED IN VOLUME 1441, PAGE 400
 D.R.P.C.T.**

**30' WATER PIPELINE EASEMENT
 0.457 ACRES
 19,920 SQUARE FEET**



09-14-20

The 0.047 acre lined water pipeline easement depicted herein was surveyed on the ground under my direct supervision on MARCH 1, 2019.
 Michael Churchwell, R.P.L.S. #6384

SURVEY DRAWING OF
 A WATER PIPELINE EASEMENT 30' WIDE
 AND CONTAINING 0.457 ACRES OUT OF
 JOHN H. PHELPS SURVEY, ABSTRACT NO. 1046,
 MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 954, AND
 HEIRS OF FRANCISCO SANCHEZ SURVEY, ABSTRACT NO. 2347,
 PARKER COUNTY, TEXAS
 DRAWING COMPLETED: SEPTEMBER 10, 2020

METES & BOUNDS DESCRIPTION
30' WIDE PERMANENT WATER PIPELINE EASEMENT
(0.457 ACRE)
PARKER COUNTY, TX

BEING a 30 feet wide strip of land, a **WATERLINE PIPELINE EASEMENT** containing 0.457 acres of land (19,920 square feet), and being out of the J.D. Morris Survey, Abstract No. 926, the McKinney & Williams Survey, Abstract No. 954, and the Heirs of Francisco Sanchez Survey, Abstract No. 2347, Parker County, Texas, and said 0.457 acres crossing a portion of a 787.833 acre tract to Boswell Interests, LTD, in deed recorded in Volume 1976, Page 331, and described in a deed to Patricia Dean Boswell, parcel 3, recorded in Volume 1441, Page 331, Deed Records, Parker County, Texas. Said 0.457 acre easement tract being more particularly described in metes and bounds as follows:

BEGINNING at a point for the southwest corner of this described easement tract at the intersection of the north line of Interstate 20 and the east line of Tricia Trail, from which a 3 inch pipe fence corner post bears S13°52'26"W a distance of 0.45', and same being a corner of said Boswell Interests, LTD tract,

THENCE N13°52'26"E, departing said north line of Interstate 20 and with the east line of said Tricia Trail for a distance of 30.04' to a 1/2 inch iron rod set, marked "J&M EASEMENT", in a non-tangent curve to the left having a radius of 5618.58', a delta angle of 03°35'15", and a long chord that bears S80°43'04"E a distance of 351.75', for corner of this herein described easement tract;

THENCE along said curve to the left departing said east line of Tricia Trail, over and across said Boswell Interests, LTD tract for an arc length of 351.81' to a 1/2 inch iron rod set in the common line of the City of Willow Park ETJ (Extraterritorial Jurisdiction) and the City of Fort Worth ETJ (Extraterritorial Jurisdiction), marked "J&M EASEMENT", for corner of this herein described easement tract;

THENCE S07°23'22"W a distance of 30.00' with the common line of the City of Willow Park ETJ (Extraterritorial Jurisdiction) and the City of Fort Worth ETJ (Extraterritorial Jurisdiction), to a 1/2 inch iron rod set, in the north line of Interstate 20, marked "J&M EASEMENT", for corner of this herein described easement tract

THENCE N82°30'42"W, departing said common line a distance of 310.54 feet along the north right-of-way of Interstate 20, and south line of said Boswell Interest, LTD tract, to a TXDOT Type I monument found in a curve to the right having a radius of 5648.58', a delta angle of 03°36'09", and a long chord that bears N80°42'37"W a distance of 355.09', for corner of this herein described easement tract;

THENCE along said curve to the right an arc length of 355.15' to said **POINT OF BEGINNING** and containing 0.457 acres or 19,920 square feet.

This date September 14, 2020, the foregoing metes and bounds description was prepared from a survey completed on the ground under my supervision in March of 2020. The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.


Michael Churchwell
R.P.L.S. No. 6384

See Attached Survey Drawing

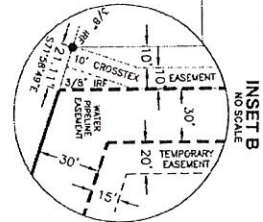
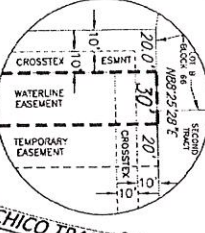


09-14-20

Exhibit B



3465 CURRY LANE
DALLAS, TX 75286
214-353-1070
1508 SANTA FE DR, STE 204
WEATHERFORD, TX 78789
817-594-9800



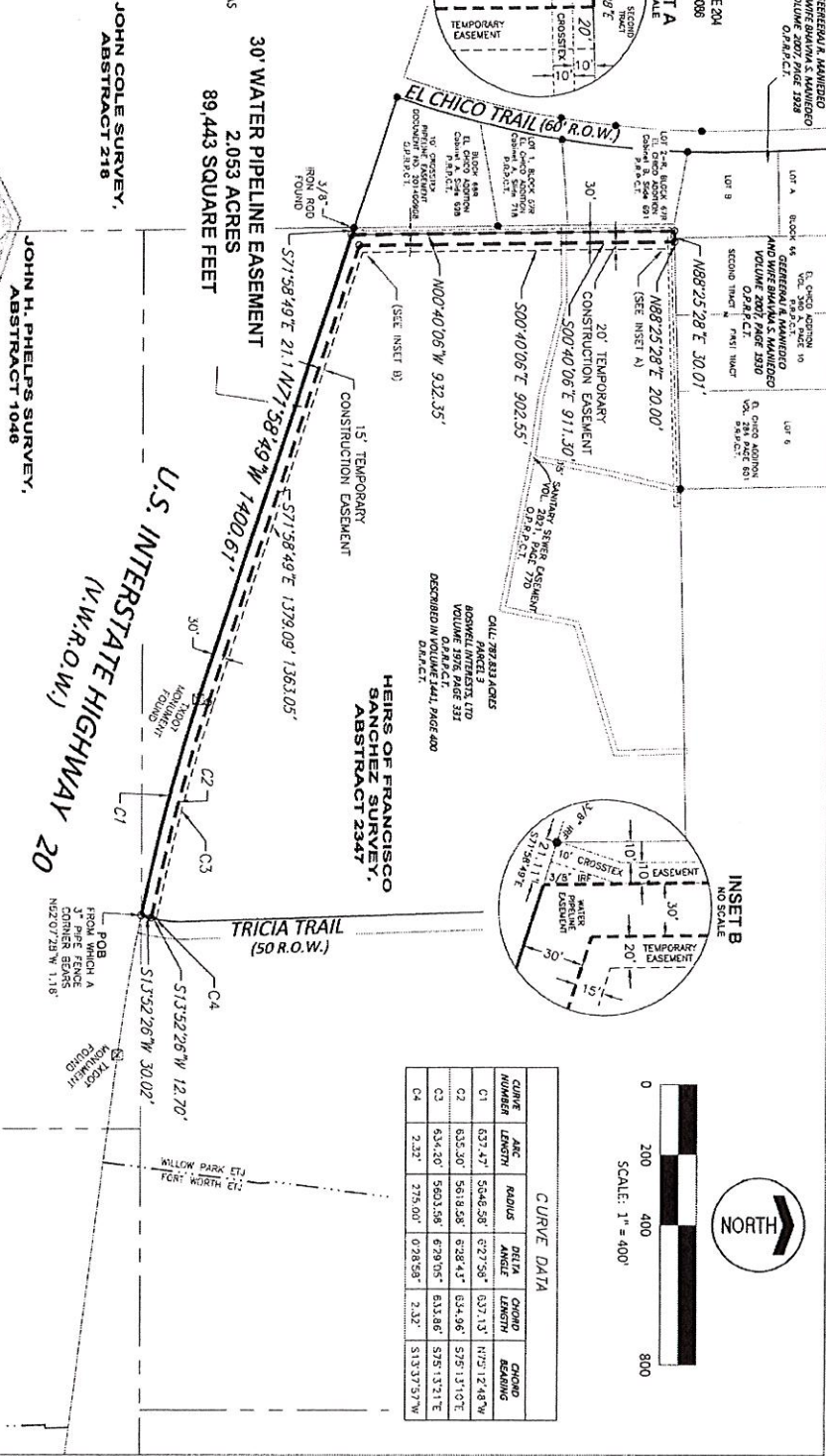
CURVE DATA						
CURVE NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	CHORD ANGLE
C1	637.47'	5246.58'	67°25'6"	637.13'	N75°12'48"W	63°48'0"
C2	632.30'	5818.58'	6°38'43"	634.06'	S75°13'10"E	63°48'0"
C3	634.20'	5803.58'	6°29'05"	633.86'	S75°13'21"E	63°48'0"
C4	2.32'	275.00'	0°28'59"	2.32'	S13°37'57"W	63°48'0"



- 1/2" CAPPED IRON ROD SET,
- △ MARKED 18M EASEMENT
- ▽ TxDOT TYPE II MONUMENT
- TxDOT TYPE I MONUMENT
- FOUND AS NOTED
- EASEMENT BOUNDARY (BOLD)
- - - TEMPORARY CONSTRUCTION EASEMENT
- SURVEY LINE
- POB
- D.R.P.C.T.
- O.P.R.C.T.
- P.R.P.C.T.
- V.W.R.O.W.

SURVEY NOTES:
1. Bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations.
2. Solid easement lines are coincident with boundary lines.

The 1926 acre tract water pipeline easement depicted hereon was surveyed on the ground under my direct supervision in MARCH, 2020.
Michael Churchwell
Michael Churchwell, RPMS #6394



**SURVEY DRAWING OF
A WATER PIPELINE EASEMENT
AND CONTAINING 2.053 ACRES OUT OF
HEIRS OF FRANCISCO SANCHEZ SURVEY,
ABSTRACT NO. 2347
PARKER COUNTY, TEXAS**

DRAWING COMPLETED: SEPTEMBER 2, 2020

METES & BOUNDS DESCRIPTION
30' WIDE PERMANENT WATER PIPELINE EASEMENT
(2.053 ACRE)
PARKER COUNTY, TX

EASEMENT TWO: BEING a 30 foot wide strip of land, a **WATER PIPELINE EASEMENT** containing 2.053 acres of land (89,443 square feet), and being out of the Heirs of Francisco Sanchez Survey, Abstract No. 2347, Parker County, Texas, and said 2.053 acre tract crossing a portion of a 787.833 acre Parcel 3 tract to Boswell Interests, LTD, as thereof recorded in Volume 1976, Page 331, Official Public Records, Parker County, Texas, and described in a deed to Patricia Dean Boswell, as thereof recorded in Volume 1441, Page 331, Deed Records, Parker County, Texas. Said 2.053 acre easement tract being more particularly described in metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set, marked "J&M EASEMENT", for the southeast corner of this herein described easement tract, from which a found 3 inch pipe fence corners bears N62°07'28"W a distance of 1.18 feet, and being on the north right-of-way line of U.S. Interstate Highway 20, same being the southwest corner of Tricia Trail, a 50 foot right-of-way dedicated in Final Plat for Crestview, as thereof recorded in Cabinet C, Slide 761, Plat Records, Parker County, Texas, and being on the south property line of said Parcel 3 tract, said point being in a curve to the right, having a radius of 5648.58 feet, a delta angle of 06°27'58", and a long chord that bears N75°12'48"W a distance of 637.13 feet;

THENCE northwesterly with said curve and continuing with south line of said Parcel 3 tract and said north right-of-way line U.S. Interstate Highway 20, an arc length of 637.47 feet to a found TXDOT Type I monument found;

THENCE N71°58'49"W feet along said common north right-of-way line of U.S. Interstate Highway 20., and south line of said Parcel 3 tract, continuing for a total distance of distance of 1400.61 to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement tract;

THENCE N00°40'06"W departing said north right-of-way line U.S. Interstate Highway 20, over and across said Parcel 3 passing at a distance of 36.78 feet through the southeast corner of a 10 foot easement to Crosstex North Texas Gathering, L.P., as thereof recorded in Document Number 201400908, Official Public Records, Parker County, Texas, and continuing with said east line at a distance off 605.43 feet passing the south line of a 15' wide Sanitary Sewer Easement, as thereof recorded in Volume 2821, Page 770, Official Public Records, Parker County, Texas, and continuing along said east line at a distance of 620.43 feet passing the north line of said 15' wide easement, at a distance of 972.28 feet leaving the east line of said Crosstex easement, at a distance of 982.28 feet crossing the north line of said Crosstex easement, continuing for a total distance of 932.35 feet to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement tract in the south line of Lot B, Block 66, El Chico Addition, an addition to the City of Willow Park, as thereof recorded in Volume 360-A, Page 10, Plat Records, Parker County, Texas;

THENCE S71°58'49"E departing west line of said Parcel 3 and east line of said Block 68R,

THENCE N00°40'06"E a distance of 4.76 feet passing through the southeast corner said 10 foot easement to Crosstex, continuing with the east line of said 10 foot easement to Crosstex, at a distance of 880.61 feet passing through the northernmost inner ell corner of said 10 foot easement to Crosstex, and departing east line of said 10 foot easement to Crosstex, at a distance of 890.61 feet crossing the north line of said 10 foot easement to Crosstex, continuing for a total distance of 900.68 feet to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement tract in the north line of said Parcel 3 tract and the south line of Block 66, El Chico Addition as thereof recorded in Volume 360-A, Page 10, Plat Records, Parker County, Texas;

THENCE N88°25'28"E with the north line of said Parcel 3 tract, at a distance of 20.01 feet passing the southeast corner of the east line of said Lot B and the southwest corner of Second Tract, as described in a deed to Geereeraj R. Maniedeo and Wife Bhavna S. Maniedeo, as thereof recorded in Volume 2007, Page 1930, Official Public Records, Parker County, Texas, and continuing for a total distance of 30.01feetto a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement;

THENCE S00°40'06"E departing the south lines of said Second Tract and said Bloock 66, and the north line of said Parcel 3 tract, over and across said Parcel 3, at a distance of 10.06 passing the north line of said 10 foot easement to Crosstex, at a distance of 20.06 feet passing the south line of said 10 foot easement to Crosstex, at a distance of 312.46 feet passing the north line of said 15' wide Sanitary Sewer Easement, at a distance of 327.46 feet passing the south line of said 15'wide Sanitary Sewer Easement and continuing for total distance of 911.30 feet running parallel with and 30.00 feet in a easterly direction from the east line of said 10 foot easement to at Crosstex, to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement;

THENCE S71°58'49"E a distance of 1379.09 feet running parallel with and 30.00 feet in a northerly direction from said U.S. Interstate Highway 20, to a 1/2 inch iron rod set, marked "J&M EASEMENT", for corner of this herein described easement, and being the beginning of a curve to the left having a radius of 5618.58 feet, a delta angle of 06°28'43", and a long chord that bears S75°13'10"E a distance of 634.96 feet;

THENCE southeasterly with said curve and continuing running parallel with and 30.00 feet in a northerly direction from U.S. Interstate Highway 20, an arc length of 635.30 feet to 1/2 inch iron rod set, marked "J&M EASEMENT", for corner, in the west right-of-way of said Tricia Trail;

THENCE S13°52'26"W a distance of 30.02 feet along said west right-of-way of Tricia Trail, to said POINT OF BEGINNING and containing 2.053 acres, or 89,443 square feet.

On September 2, 2020, the foregoing metes and bounds description was prepared from a survey completed on the ground under my supervision in March of 2020. The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.


Michael Churchwell
R.P.L.S. No. 6384

See Attached Survey Drawing



09-02-20



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 13, 2020	Department: City Admin	Presented By: Bryan Grimes
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AGENDA ITEM:

Discussion/Action: Deliberation of acquisition of real property for Fort Worth Water Line

BACKGROUND:

Staff is looking for direction from Council on the acquisition of real property associated with the Fort Worth Water Line. Per State statute, Council may go into Executive Session to confer with the City Attorney.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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

EXHIBIT B
METES & BOUNDS DESCRIPTION
30' WIDE PERMANENT WATER PIPELINE EASEMENT
(0.171 ACRE)
PARKER COUNTY, TX

MANIEDO EASEMENT: BEING a 30 foot wide strip of land, a **WATER PIPELINE EASEMENT** containing 0.171 acres of land (7,457 square feet), and being out of the Heirs of Francisco Sanchez Survey, Abstract No. 2347, Parker County, Texas, and said 0.171 acre tract crossing a portion of Lot B, El Chico Addition, an addition to the town of Willow Park, according to the plat as thereof recorded in Volume 360-A, Page 10, Plat Records, Parker County, Texas and described in a Warranty Deed to Geereeraj R. Maniedo and wife, Bhavana S. Maniedo, as thereof recorded in Volume 2007, Page 1928, Official Public Records, Parker County, Texas. Said 0.171 acre easement tract being more particularly described in metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner, marked "J&M EASEMENT", in the east right-of-way line of Chico Trail, a 60 foot right-of-way, at the southwest corner of said Lot B and the northwest corner of Lot 2-R, El Chico Block 67R Replat Addition, an addition to the town of Willow Park, as thereof recorded in Cabinet B, Slide 691, Plat Records, Plat Records, Parker County, Texas, from which a 3/4 inch iron rod found bears S27°53'33"E a distance of 0.44 feet, and being in a curve to the left, having a radius of 2806.85 feet, a delta angle of 0°37'13", and a long chord that bears N01°28'05"E a distance of 30.38 feet;

THENCE northeasterly with said curve along east line of El Chico Trail right-of-way line and west line of said Lot B an arc length distance of 30.08 feet to a 1/2 inch iron rod set for corner, marked "J&M EASEMENT", at the northwest corner of this herein described 30 foot wide water pipeline easement tract and the southwest corner of a 15 foot wide Temporary Construction Easement;

THENCE S79°26'47"E, departing said lines and with the south line of said Temporary Construction Easement, over and across said Lot B for a distance of 211.52 feet to a 1/2 inch iron rod set for corner, marked "J&M EASEMENT";


THENCE N28°25'28"E for a distance of 36.34 feet to a 1/2 inch iron rod set for corner, marked "J&M EASEMENT", at the northeast corner of this herein described 30 foot wide water pipeline easement tract in east line of said Lot B and the west line of a called 2.82 acre Second Tract as thereof recorded in Volume 2007, Page 1930, Official Public Records, Parker County, Texas;

THENCE S00°55'00"E for a distance of 30.08 feet with the east line of said Lot B and the west line of said Second Tract, to a 1/2 inch iron rod set for corner of this herein described 30 foot wide water pipeline easement tract, marked "J&M EASEMENT", at the southwest corner of said Second Tract, southeast corner of said Lot B and in the north line of a called 787.833 acre Parcel 3 tract;

THENCE S88°25'28"W for a distance of 38.80 feet with the south line of said Lot B and the north line of said Parcel 3, to a 1/2 inch iron rod set for corner, marked "J&M EASEMENT", at the northeast corner of said Lot 2-R;

THENCE N79°26'47"W for a distance of 210.30 feet with the south line of said Lot B and the north line of said Lot 2-R, to the **POINT OF BEGINNING** and containing 0.171 acres, or 7,457 square feet.

On March 29, 2020, the foregoing metes and bounds description was prepared from a survey completed on the ground under my supervision in March of 2020. The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.


Michael Churchwell
R.P.L.S. No. 6384

See Attached Survey Drawing



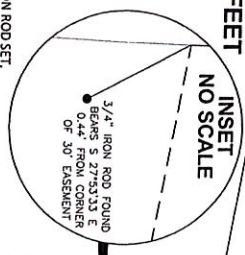


3465 CURRY LANE
ARLINGTON, TX 76010
817-994-9800

1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-994-9800

RADIUS = 2831.18'
LENGTH = 15.21'
DELTA = 0°18'28"
CHORD BEARING = N07°00'20"E
CHORD LENGTH = 15.21'

30' WATER PIPELINE EASEMENT
0.171 ACRES
7,457 SQUARE FEET



- 1/2" CAPPED IRON ROD SET, MARKED "I&M EASEMENT"
- △ TYPICAL TYPE II MONUMENT
- TYPICAL TYPE I MONUMENT FOUND AS NOTED
- EASEMENT BOUNDARY (BOLD)
- TEMPORARY CONSTRUCTION EASEMENT
- SURVEY LINE
- POB POINT OF BEGINNING
- D.R.P.C.T. DEED RECORDS, PARKER COUNTY, TEXAS
- P.R.P.C.T. PLAT RECORDS, PARKER COUNTY, TEXAS
- O.P.R.P.C.T. OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS

SURVEY NOTE:

1. Bearings, distances and coordinates shown hereon are grid and referenced to the Texas State Plane Coordinate System, Central Zone and NAD83 as determined from GPS stations.

2. Solid easement lines are coincident with boundary lines.

The 0.171 acre tract water pipeline easement depicted hereon was surveyed on the ground under my direct supervision in MARCH of 2020.

Michael Chutswell
Michael Chutswell, RPLS #5384



LOT A BLOCK 66 EXHIBIT "A"

EL CHICO ADDITION
VOLUME 360-A, PAGE 10
P.R.P.C.T.

LOT B
GEEREERU R. MANIEDO AND
WIFE BHAVNA S. MANIEDO
VOLUME 2007, PAGE 1928
O.P.R.P.C.T.

CALLED: 2.82 ACRES
SECOND TRACT
GEEREERU R. MANIEDO
AND WIFE BHAVNA S. MANIEDO
VOLUME 2007, PAGE 1930
O.P.R.P.C.T.

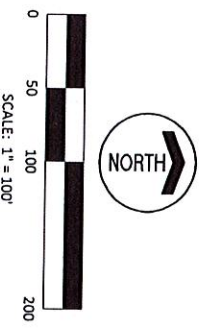
60' ROAD EASEMENT VOLUME
277, PAGE 358
P.R.P.C.T.

EL CHICO ADDITION
REPLAT OF BLOCK 67R
CABINET B, SLIDE 691
P.R.P.C.T.

CALLLED: 787.833 ACRES
PARCEL 3
BOSWELL INTERESTS, LTD
VOLUME 1976, PAGE 331
O.P.R.P.C.T.
DESCRIBED IN VOLUME 1441, PAGE 400
D.R.P.C.T.

LINE NUMBER	LENGTH	BEARING
L1	211.52'	S79°26'47"E
L2	36.34'	N88°25'28"E
L3	30.08'	S00°55'00"E
L4	38.80'	S88°25'28"W
L5	210.30'	N79°26'47"W

CURVE NUMBER	ARC LENGTH	RADIUS	AREA ANGLE	CHORD LENGTH	CHORD BEARING
C1	30.38'	2806.85'	0°37'13"	30.38'	N01°28'05"E



SURVEY DRAWING OF
A WATER PIPELINE EASEMENT
AND CONTAINING 0.171 ACRES OUT OF
HEIRS OF FRANCISCO SANCHEZ SURVEY,
ABSTRACT NO. 2347
PARKER COUNTY, TEXAS

DRAWING COMPLETED: APRIL 1, 2020

EXHIBIT B

**METES & BOUNDS DESCRIPTION
30' WIDE PERMANENT WATER PIPELINE EASEMENT
(0.008 ACRE)
PARKER COUNTY, TX**

MANIEDO SECOND TRACT EASEMENT: BEING a 30 foot wide strip of land, a **WATER PIPELINE EASEMENT** containing 0.008 acres of land (339 square feet), and being out of the Heirs of Francisco Sanchez Survey, Abstract No. 2347, Parker County, Texas, and said 0.008 acre tract crossing a portion of a called 2.82 acre Second Tract described in a described in a Warranty Deed to Geereeraj R. Maniedo and wife, Bhavana S. Maniedo, as thereof recorded in Volume 2007, Page 1928, Official Public Records, Parker County, Texas as thereof recorded in Volume 2007, Page 1930, Official Public Records, Parker County, Texas. Said 0.008 acre easement tract being more particularly described in metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner of this herein described 30 foot wide water pipeline easement tract , marked "J&M EASEMENT", at the southwest corner of said Second Tract, the southeast corner of Lot B Lot B, El Chico Addition, an addition to the town of Willow Park, according to the plat as thereof recorded in Volume 360-A, Page 10, Plat Records, Parker County, Texas, and in the north line of a called 787.833 acre Parcel 3 tract as thereof recorded in Volume 1976, Page 331, Official Public Records and described in Volume 1441, Page 400, Deed Records, Parker County, Texas.;


THENCE N00°55'00"W departing north line of said Parcel 3, and with the east line of said Lot B and the west line of said Second Tract for a distance of 30.08 feet a 1/2 inch iron rod set for the northwest corner of this herein described easement tract, marked "J&M EASEMENT", and the southwest corner of a 15 foot wide Temporary Construction Easement;

THENCE N88°25'28"E departing the east line of said Lot B and the west line of said Second Tract, over and across said Second Tract and with the south line of said 15 foot wide Temporary Construction Easement for a distance of 11.34 feet to a 1/2 inch iron rod set for the southeast corner of this herein described easement tract, marked "J&M EASEMENT" at an inner ell corner of said 15 foot wide Temporary Construction Easement;

THENCE S00°40'06"E with the southerly southwest line of said 15 foot wide Temporary Construction Easement, for a distance of 30.09 feet to 1/2 inch iron rod set for corner, marked "J&M EASEMENT", in the south line of said Lot B and in the north line of said Parcel 3;

THENCE S88°25'28"W for a distance of 11.21 feet with the south line of said Lot B and the north line of said Parcel 3 to the **POINT OF BEGINNING** and containing 0.008 acres, or 339 square feet.

On March 30 2020, the foregoing metes and bounds description was prepared from a survey completed on the ground under my supervision in March of 2020. The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.


Michael Churchwell
R.P.L.S. No. 6384

See Attached Survey Drawing





3465 CUNRY LANE
 ABILENE, TX 79606
 325-695-1070
 1508 SANTA FE DR, STE 204
 WEATHERFORD, TX 79088
 817-984-9880

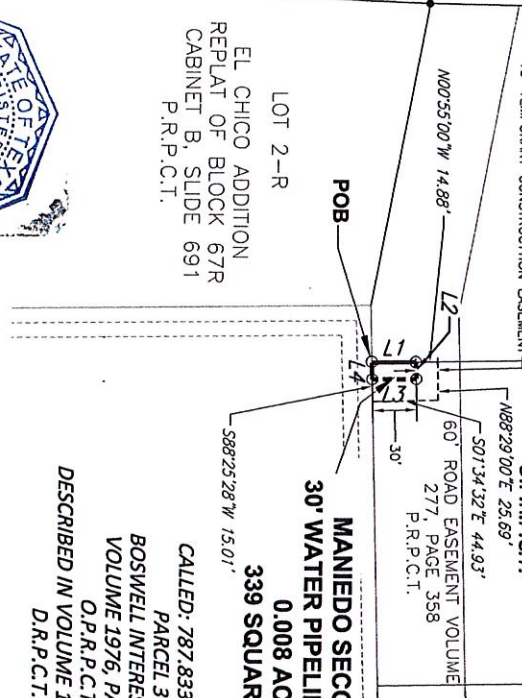
LOT A BLOCK 66

EL CHICO ADDITION
 VOLUME 360-A, PAGE 10
 P.R.P.C.T.

LOT B
 GEERERAU R. MANIEDO AND
 WIFE BHAVNA S. MANIEDO
 VOLUME 2007, PAGE 1928
 D.R.P.C.T.

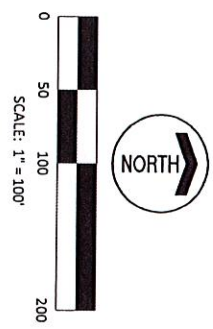
EXHIBIT "A"
 CALLED: 2.82 ACRES
 SECOND TRACT
 GEERERAU R. MANIEDO
 AND WIFE BHAVNA S. MANIEDO
 VOLUME 2007, PAGE 1930
 O.P.R.P.C.T.

EL CHICO TRAIL
 (60' RIGHT-OF-WAY)



MANIEDO SECOND TRACT
 30' WATER PIPELINE EASEMENT
 0.008 ACRES
 339 SQUARE FEET
 CALLED: 787.833 ACRES
 PARCEL 3
 BOSWELL INTERESTS, LTD
 VOLUME 1976, PAGE 331
 O.P.R.P.C.T.
 DESCRIBED IN VOLUME 1441, PAGE 400
 D.R.P.C.T.

LINE NUMBER	LENGTH	BEARING
L1	30.08'	N00°55'00"W
L2	11.34'	S88°25'28"E
L3	30.09'	S00°40'05"E
L4	11.21'	S88°25'28"W



SURVEY NOTE:
 1. Bearings, distances and coordinates shown hereon are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations.
 2. Solid easement lines are coincident with boundary.

The 0.008 acre tract water pipeline easement depicted hereon was surveyed on the ground under my direct supervision in MARCH of 2020.

Michael Churchwell
 Michael Churchwell, R.P.L.S. #6384

**SURVEY DRAWING OF
 A WATER PIPELINE EASEMENT
 AND CONTAINING 0.008 ACRES OUT OF
 HEIRS OF FRANCISCO SANCHEZ SURVEY,
 ABSTRACT NO. 2347
 PARKER COUNTY, TEXAS**

DRAWING COMPLETED: APRIL 1, 2020