



**City of Willow Park
City Council
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, April 13, 2021 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

Proclamation

Sexual Assault Awareness Month

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 – Regular Meeting March 23, 2021.

Regular Agenda Items

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

2. Discussion/ Action: To consider and act on a Final Plat of a Replat The Reserves at Trinity Addition, being 140.302 acres, City of Willow Park, Parker County, Texas, located on Meadow Place Drive.

3. Discussion/ Action: To consider and act on PUBLIC HEARING to consider a request to amend the City of Willow Park Zoning Ordinance Sec.14.06.014 (a) to permit Auto Body Repair – Fully Enclosed Shop Area as permitted use in the “C” Commercial District Special Use Permit (SUP) required in accordance with Article 14.013.
 - A. Open Public Hearing
 - B. Close Public Hearing
 - C. Act on a request to amend the City of Willow Park Zoning Ordinance Sec.14.06.014 (a) to permit Auto Body Repair – Fully Enclosed Shop Area as permitted use in the “C” Commercial District Special Use Permit (SUP) required in accordance with Article 14.013.

4. Discussion/ Action: To consider and act on a Preliminary Plat of Lot 1, 2; Block 1, Worth Cre Addition, being a 16.334 acre tract of land E. Oxer Survey, Abstract No. 1031 and J.H. Phelps Survey Abstract No. 1046, ETJ of Willow Park, Parker County, Texas, located in the 9700 Block of Bankhead Hwy.

5. Discussion/ Action: To consider and act on a Final Plat of Lot 1, Block 1, Worth Cre Addition, being a 2.398 acre tract of land E. Oxer Survey, Abstract No. 1031 and J.H. Phelps Survey Abstract No. 1046, ETJ of Willow Park, Parker County, Texas, located in the 9700 Block of Bankhead Hwy.

6. Discussion/ Action: To consider and act on a Preliminary Plat Lots 1 through 3, Block 1, Porter Addition, being 11.921 acres J.M. Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas.
7. Discussion/ Action: To consider and act on Consider and Act on a Final Plat, Lot 1, Block 1, Porter Addition, being 4.00 acres J.M. Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas
8. Discussion/ Action: To consider and act to accept right of way dedication for Bankhead Highway extension and relocation.
9. Discussion/ Action: To consider and act The City Council may consider setting a public hearing to consider the land use assumptions (Future Land Use Plan) and capital improvement plan prior to the institution of any stormwater impact fee.
10. Discussion only: Water meter update
11. Discussion only: Fort Worth water update
12. Discussion/ Action: To consider and act on water agreement with the City of Weatherford.
13. Discussion/ Action: To consider and act on any necessary action regarding the submission of a TCEQ Discharge Permit application for the new wastewater treatment plant.
14. Discussion/ Action: To consider and act to authorize the Mayor to execute an amendment to the agreement with Waste Management for solid waste services.
15. Discussion/ Action: To consider and act on items to be considered for future council meetings.

16. 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. § 551.071. Texas Government Code. Consultation with Attorney
- B. Any Posted item

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

Informational

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

Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before March 19, 2021 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.

Sexual Assault Awareness Month *Proclamation*

APRIL 2021

Whereas; In the United States, April is Sexual Assault Awareness Month (SAAM). The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. SAAM calls attention to the fact that sexual harassment, assault, and abuse are widespread and impact every person in this community.

Whereas; Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives (Smith et al., 2017).

Whereas; Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18 (Dube et al., 2005).

Whereas; On campus, one in five women and one in 16 men are sexually assaulted during their time in college (Krebs et al., 2007).

NOW, THEREFORE, I, Doyle Moss, Mayor of the City of Willow Park, join advocates and communities across the country in taking action to prevent sexual violence. April is Sexual Assault Awareness Month and each day of the year is an opportunity to create change for the future.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Willow Park, Texas, to be affixed this the 7th day of April, 2018.



Doyle Moss, Mayor





**City of Willow Park
City Council
Regular Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, March 23, 2021 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 Tyler VanSant

Councilmember Lea Young

Councilmember Nathan Crummell

Councilmember Greg Runnebaum

Staff present:

City Manager Bryan Grimes

City Attorney Pat Chesser

City Secretary Alicia Smith

Invocation & Pledge of Allegiance

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

Public Comments (Limited to five minutes per person)

None

Consent Agenda

A. Approve City Council Meeting Minutes – Regular Meeting March 09, 2021.

Motion was made by Councilmember Contreras

To approve the meeting minutes for the March 09, 2021 regular council meeting.

Seconded by Councilmember Runnebaum

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

Regular Agenda Items

1. Discussion/ Action: To consider and act on approval of the Fiscal Year 2019 – 2020 Audit.

Motion made by Councilmember Runnebaum

To accept the Fiscal Year 2019 – 2020 Audit.

Seconded by Councilmember Contreras

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

Motion passed with a vote of 5-0

2. Discussion/ Action: To consider and act on rescinding the COVID declaration of disaster.

Motion made by Councilmember VanSant

To rescind the COVID declaration of disaster.

Seconded by Councilmember Contreras

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

Motion passed with a vote of 5-0

3. Discussion/ Action: To consider and act on a resolution authorizing continued participation with the steering committee of cities served by Oncor.

Motion made by Councilmember Runnebaum

To approve a resolution authorizing continued participation with the steering committee of cities served by Oncor.

Seconded by Councilmember Young

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

Motion passed with a vote of 5-0

4. Discussion Only: Update on substandard structures located in the Meadows Place Estate Stage 1.

Assistant City Manager Bernie Parker spoke updating the council on substandard structures located in the Meadows Place Estate Stage 1.

5. Discussion / Action: To consider an act on all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation in an amount not to exceed \$14,500,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including land and rights-of-way therefore and (ii) professional services rendered in relation to such projects and the financing thereof, including the adoption of a Resolution (pertaining thereto.)

Motion made by Councilmember Young

To approve all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation in an amount not to exceed \$14,500,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including land and rights-of-way therefore and (ii) professional services rendered in relation to such projects and the financing thereof, including the adoption of a Resolution (pertaining thereto.)

Seconded by Councilmember Runnebaum

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

Motion passed with a vote of 5-0

6. Discussion / Action: To discuss and act on rescinding TDEM Form 147 appointment of EMC to Parker County to allow the Mayor to reappoint a new EMC for the City of Willow Park.

Motion made by Councilmember Runnebaum

To rescind the TDEM Form 147 appointment of EMC to Parker County to allow the Mayor to reappoint a new EMC for the City of Willow Park.

Seconded by Councilmember Contreras

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

Motion passed with a vote of 5-0

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

- Half and Mountain Cascade update on the Fort Worth water project
- Brief on ground storage tank

- TWDB update
- Update by Michelle Guelker on new smart meter install and towers

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

Regular council meeting April 13, 2021 at 7:00 pm

Executive Session

None

Adjournment

Motion made by Councilmember Young

To adjourn

Seconded by Councilmember Runnebaum

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

Motion passed with a vote of 5-0

Meeting was adjourned at 7:50 pm

APPROVED:

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 1

Consider and Act on the Final Plat of Block E, F, G; Crown Pointe Addition Phase IV being a 19.80 acre tract of land Wesley Franklin Survey, Abstract No. 468, and McKinney and Williams Survey Abstract No. 954, City of Willow Park, Parker County, Texas, located in the 4200 Block of I-20 Service Road N.

BACKGROUND:

This is a final plat for a proposed 19.80 acre subdivision. The preliminary plat was approved June 11, 2019. The owner proposes to subdivide the property into 3 acreage lots. The property is zoned C/IH-20 Overlay "Commercial/IH-20 Overlay District".

Access to the subdivision will be from the I-20 Service Road and Mary Lou Drive (70' ROW). J.D. Towles Drive a proposed (60' ROW) in this area will be extended west and connect with the I-20 Service Road. J.D. Towles Drive to the east is a minor collector street (60' ROW). Jimma Drive (50' ROW) will extend from the I-20 Service Rd northwest to J.D. Towles Drive. TXDOT has reviewed and issued permits for J.D. Towles Drive and Jimma Drive to tie into the IH-20 Service Road

The subdivision will be served by the City of Willow Park utility system. Water service will be extended, by the developer, from mains in the I-20 Service Road, Mary Lou Drive and J.D Towles Drive. A looped water system will be provided to service the subdivision. Fire hydrants will be installed in the subdivision in compliance with I.S.O. regulations for commercial development. Sanitary sewer service will be provided by utility extension of an 8 inch sanitary sewer main in J.D. Towles Drive. Utility extension will be in accordance with the City Of Willow Park Utility Extension Policy.

Stormwater in the subdivision flows primarily west to east with the west part of the subdivision Stormwater flowing northwest. An existing TXDOT culvert passes under IH-20 east of the subdivision. There are two box culverts (Double 5'X5') being installed in Mary Lou Drive. The stormwater drainage plan has been approved by the City Engineer.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Final Plat as presented.

Planning and Zoning Commission recommends approval of the Final Plat. The vote was 4-0.

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: JANUARY 5, 2021

Address (if assigned): _____

Name of Additions: CROWN POINTE ADDITION, PHASE IV

Location of Addition: INTERSTATE HIGHWAY NO. 20 WEST OF MARY LOU LANE

Number of Lots: 3 Gross Acreage: 19.80 Zoning: C # of New Street Intersections: 2

IH20 OVERLAY

PROPERTY OWNER:

Name: MIT-MAR LAND, LP

Contact: JIM MARTIN, MARTIN LAND

Address: 66470 S. F.M. 56

Phone: 817-441-2102

City: GLEN ROSE

Fax: _____

State: TX Zip: 76043

Email: Jim@MartinLandSales.com

Signature: 

APPLICANT:

Name: BARRON-STARK ENGINEERS

Contact: CHARLES F. STARK, PE

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: 

SURVEYOR:

Name: BARRON-STARK ENGINEERS

Contact: CHARLES F. STARK, RPLS

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: 

ENGINEER:

Name: BARRON-STARK ENGINEERS

Contact: CHARLES F. STARK, PE

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: _____

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: TRI - COUNTY

Water Provider: CITY OF WILLOW PARK

Wastewater Provider: CITY OF WILLOW PARK

Gas Provider (if applicable): ATMOS TEXAS GAS

APPLICATION FEES

[Handwritten initials]

\$25 PER LOT

~~\$375.00~~ ~~\$300.00 PLUS \$10 PER LOT FOR LOTS UP TO 1/2 ACRE IN SIZE OR~~

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

Additional fees (if applicable):

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

City Use Only

Fees Collected: \$ _____ \$ _____

Receipt Number: \$ _____ \$ _____

PLAT REVIEW CHECKLIST:

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

I. GENERAL:

Name of Addition: CROWN POINTE ADDITION, PHASE IV
 Applicant: BARRON-STARK ENGINEERS, CHUCK STARK
 Property Owner(s): MIT-MAR LAND, LP
 Location of Addition: INTERSTATE HIGHWAY NO. 20 WEST OF CROWN LANE

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT

STAFF

- | | | |
|---|-----------|-------|
| A. Preliminary Plat Application (original signatures) | <u>NA</u> | _____ |
| B. Preliminary Plat Drawing (5 paper copies & 1 digital) | <u>7</u> | _____ |
| C. Preliminary Drainage Analysis (5 paper copies & 1 digital) | <u>7</u> | _____ |
| D. Concept Construction Plan (5 paper copies & 1 digital) | <u>7</u> | _____ |
| E. Tree Survey | <u>7</u> | _____ |
| F. Location and Dimensions of Existing Structures | <u>7</u> | _____ |
| G. Sectionalizing or Phasing of Plats | <u>7</u> | _____ |
| H. Zoning Classification of All Properties Shown on the Plat | <u>7</u> | _____ |
| I. Dimensions of all Proposed or Existing Lots | <u>7</u> | _____ |
| J. Location of 100-year Flood Limits Where Applicable | <u>7</u> | _____ |

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

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

IV. REQUIRED DOCUMENTS FOR A REPLAT

- | | | |
|---|-----------|-------|
| A. Replat Application (original signatures) | <u>NA</u> | _____ |
| B. Replat Drawing (5 paper copies & 1 digital copy) | <u>7</u> | _____ |
| C. Original Plat for comparison | <u>7</u> | _____ |
| D. Drainage Study (5 paper copies & 1 digital) | <u>7</u> | _____ |
| E. Submit 1 mylar copy and 1 paper copy from county filing | <u>7</u> | _____ |
| F. Written Metes and Bounds Description | <u>7</u> | _____ |
| G. Dimensions of All Proposed or Existing Lots | <u>7</u> | _____ |
| H. Area in acres for each lot | <u>7</u> | _____ |
| I. Any Existing Structures which Encroach and Setback Lines | <u>7</u> | _____ |
| J. Parker County Tax Certificate | <u>7</u> | _____ |

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

- | | | |
|---|-----------|-------|
| A. Amended Plat Application (original signatures) | <u>NA</u> | _____ |
| B. Final Plat Drawing (5 paper copies & 1 digital) | <u>7</u> | _____ |
| C. Original Plat for comparison | <u>7</u> | _____ |
| D. Drainage Study (5 paper copies & 1 digital) | <u>7</u> | _____ |
| E. Submit 1 mylar copy and 1 paper copy from county filing | <u>7</u> | _____ |
| F. Written Metes and Bounds Description | <u>7</u> | _____ |
| G. Dimensions of All Proposed or Existing Lots | <u>7</u> | _____ |
| H. Area in acres for each lot | <u>7</u> | _____ |
| I. Any Existing Structures which Encroach and Setback Lines | <u>7</u> | _____ |

VI.	REQUIREMENTS ON ALL PLATS	APPLICANT	STAFF
A.	Adjacent Property Lines, Streets, Easements	✓	✓
B.	Names of Owners of Property within 200 feet	✓	✓
C.	Names of Adjoining Subdivisions	✓	✓
D.	Front and Rear Building Setback Lines	✓	✓
E.	Side Setback Lines	✓	✓
F.	City Boundaries Where Applicable	NA	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	✓	✓
Q.	Consecutively Numbered Plat Notes and Conditions	✓	✓
R.	City of Willow Park Plat Dedication Language	✓	✓
S.	Location and Dimensions of Public Use Area	✓	✓
T.	Graphic Scale of Not Greater Than 1" = 200'	✓	✓
U.	All Existing and Proposed Street Names	✓	✓
V.	Dimensions of All Existing and Proposed Rights-of-Way as Specified on Master Thoroughfare Plan	✓	✓
W.	Subdivision Boundary in Bold Lines	✓	✓
X.	Subdivision Name	✓	✓
Y.	Title Block Identifying Plat Type	✓	✓
Z.	Key Map at 1"=2000'	✓	✓
AA.	Surveyor's Certification of Compliance	✓	✓
BB.	Texas NAD83 State Plane Coordinates (Grid) (at least 2 corners)	✓	✓
CC.	Show relationship of plat to existing "water, sewage, and drainage		✓

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

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

Willow Park
Plat
Building Official Review

Applicant Questions:

Front building setback: 25 ft. Rear building setback: 25 ft.

Side building setback: 25 ft. Side building setback: 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? N/A 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: 02/08/2021

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes No
If yes, which road? IH 20 & MARY LOU DRIVE

Is the project serviced by an existing water line? Yes No
If yes, what size line? 8" & 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? 8"
If no, what type and size is the septic system? _____

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: M. GUELKER Date: 02/08/2021

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:

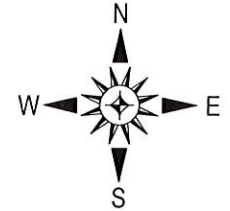
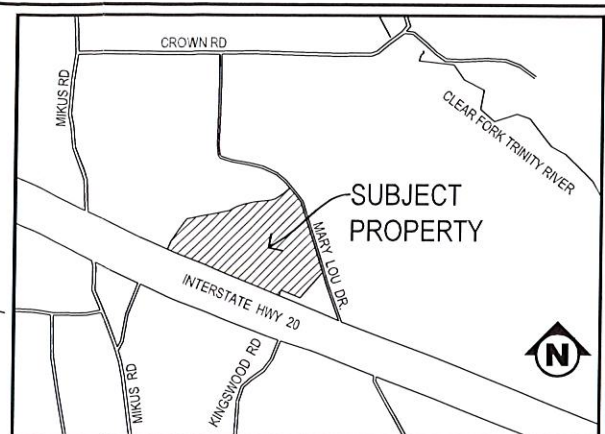
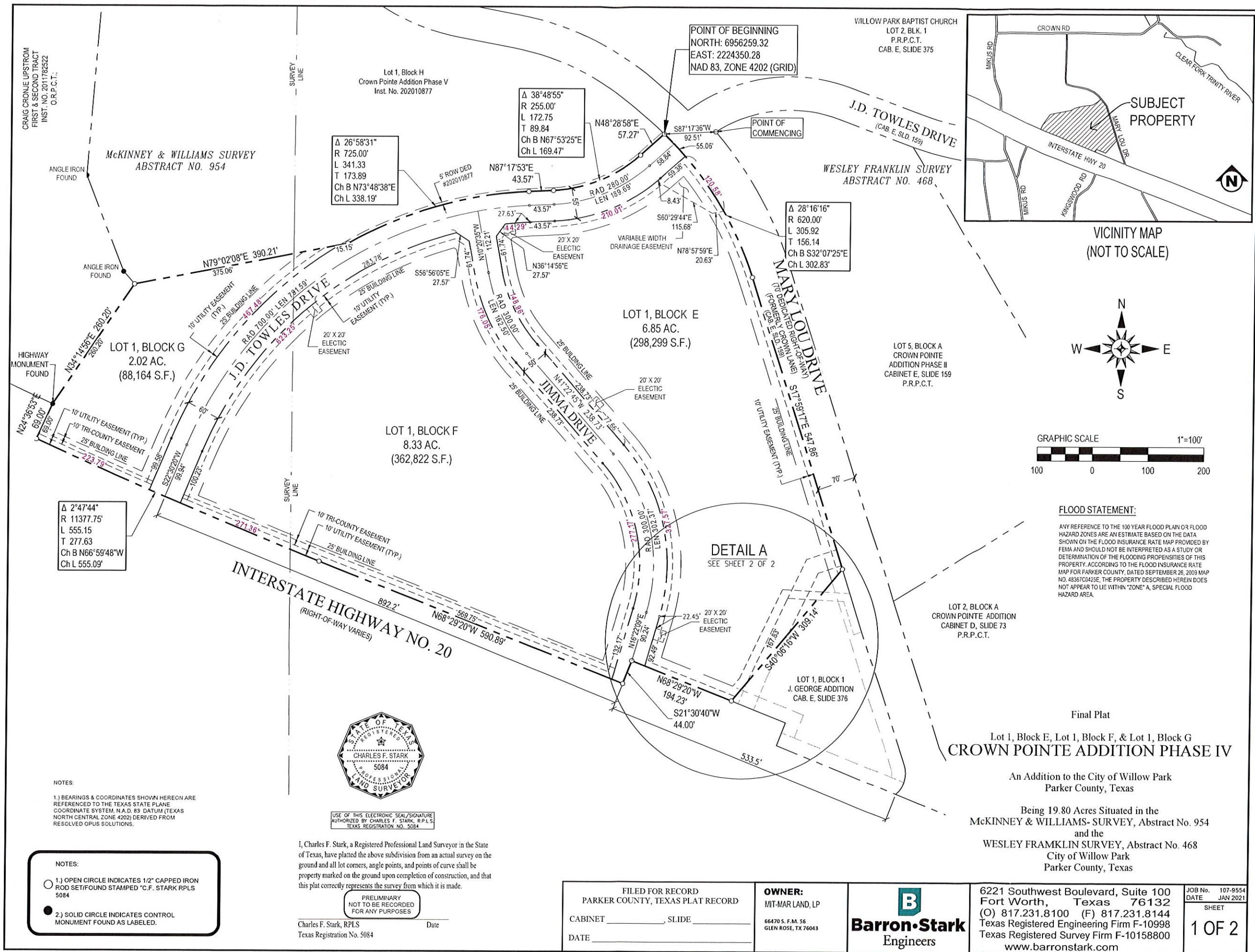
Base flood elevations confirmed?	<u>N/A</u>	Yes	No
Does the proposed project pose any safety concerns?		Yes	<input checked="" type="radio"/> No

Approved

Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 02/08/2021



FLOOD STATEMENT:

ANY REFERENCE TO THE 100 YEAR FLOOD PLAN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, DATED SEPTEMBER 26, 2009 MAP NO. 48367C0425E, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN "ZONE" A, SPECIAL FLOOD HAZARD AREA.

Final Plat
Lot 1, Block E, Lot 1, Block F, & Lot 1, Block G
CROWN POINTE ADDITION PHASE IV

An Addition to the City of Willow Park
 Parker County, Texas
 Being 19.80 Acres Situated in the
 MCKINNEY & WILLIAMS- SURVEY, Abstract No. 954
 and the
 WESLEY FRAMKLIN SURVEY, Abstract No. 468
 City of Willow Park
 Parker County, Texas

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

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



I, Charles F. Stark, a Registered Professional Land Surveyor in the State of Texas, have plated the above subdivision from an actual survey on the ground and all lot corners, angle points, and points of curve shall be property marked on the ground upon completion of construction, and that this plat correctly represents the survey from which it is made.

PRELIMINARY NOT TO BE RECORDED FOR ANY PURPOSES

Charles F. Stark, RPLS Date _____
 Texas Registration No. 5084

FILED FOR RECORD
 PARKER COUNTY, TEXAS PLAT RECORD
 CABINET _____, SLIDE _____
 DATE _____

OWNER:
 MIT-MAR LAND, LP
 66470 S. F.M. 56
 GLEN ROSE, TX 76043



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

JOB No. 107-9554
 DATE JAN 2021
 SHEET

1 OF 2

LEGAL DESCRIPTION

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

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

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

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

THENCE S 17°59'17" E, continuing along the west line of said Mary Lou Drive, a distance of 547.86 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northwesterly line of Lot 1, Block 1, J. George Addition, an addition to the City of Willow Park as recorded in Cabinet E, Slide 376, Plat Records Parker County, Texas;

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

Thence N 68°29'20" W with the Interstate 20 northeast line a distance of 194.23 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";

Thence S 21°30'40" W, continuing with said northeast line, a distance of 44.00 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";

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

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

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

THENCE N 34°14' 56" E, along the common line of said MIT-MAR Land, LP tract and said Second Tract, a distance of 260.20 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the most southerly corner of Lot 1, Block H, Crown Pointe Addition, Phase V, recorded in Instrument Number 202010877, Official Public Records, Parker County, Texas;

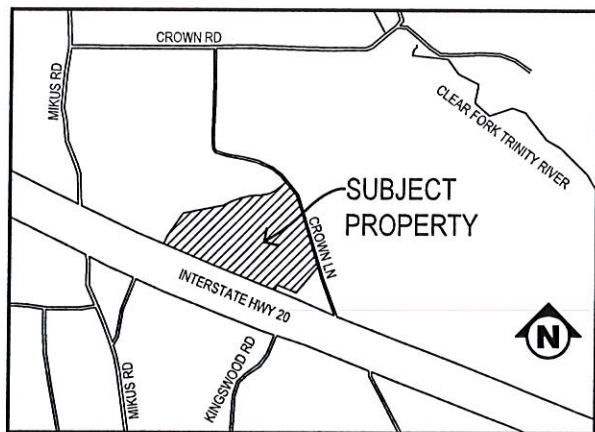
Thence N 79°02'08" E, a distance of 390.21 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the right, whose radius is 725.00 feet and whose long chord bears N 73°48'38" E, a chord distance of 338.19 feet;

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

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

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

Thence N 48°28'58" E, a distance of 57.27 feet to the POINT OF BEGINNING and containing 19.80 acres (862.350 square feet) of land, more or less.



VICINITY MAP (NOT TO SCALE)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MIT-MAR LAND, LP, acting herein by and through their duly authorized representative, does hereby certify and adopt this plat designating the hereinabove described property as LOT 1, BLOCK E, LOT 1, BLOCK F, and LOT 1, BLOCK G, CROWN POINTE ADDITION PHASE 4, an addition to the City of Willow Park, Texas (City) and does hereby dedicate to the public use forever, the right-of-ways, easements and encumbrances shown hereon. MIT-MAR LAND, LP, herein certifies the following:

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

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

WITNESS, MY hand this _____ day of _____, 2021.

MIT-MAR LAND, LP

Printed Name: _____

Title: _____

STATE OF TEXAS

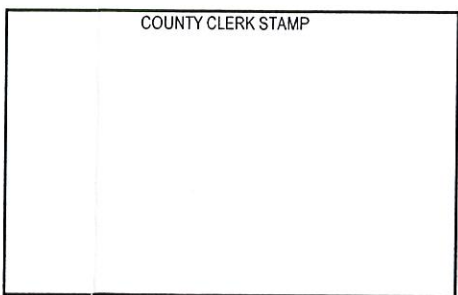
COUNTY OF PARKER

Before me, the undersigned authority, on this day appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

On the _____ day of _____, 2021.

Notary Public in and for the state of Texas



FLOOD STATEMENT:

ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY, ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, DATED SEPTEMBER 26, 2009 MAP NO. 48387C0425E. THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN 'ZONE' A, SPECIAL FLOOD HAZARD AREA.

APPROVED BY CITY OF WILLOW PARK

APPROVED BY _____ CITY COUNCIL
CITY OF WILLOW PARK

SIGNED: _____ MAYOR _____ DATE _____

ATTEST: _____ CITY SECRETARY _____ DATE _____

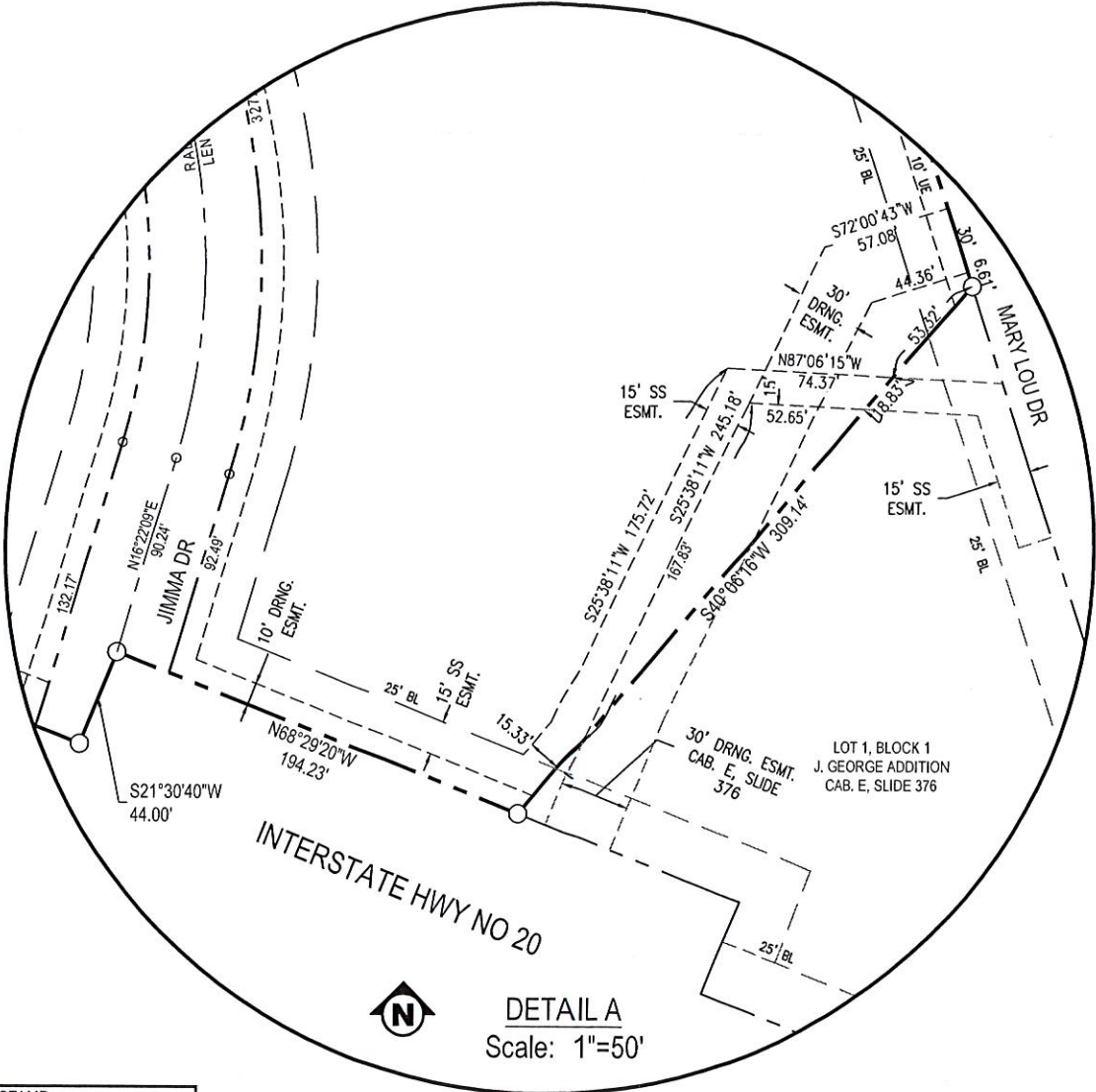
I, Charles F. Stark, a Registered Professional Land Surveyor in the State of Texas, have platted the above subdivision from an actual survey on the ground and all lot corners, angle points, and points of curve shall be property marked on the ground upon completion of construction, and that this plat correctly represents the survey from which it is made.

PRELIMINARY NOT TO BE RECORDED FOR ANY PURPOSES

Charles F. Stark, RPLS
Texas Registration No. 5084



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



DETAIL A Scale: 1"=50'

Final Plat
Lot 1, Block E, Lot 1, Block F, & Lot 1, Block G
CROWN POINTE ADDITION PHASE IV

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

Being 19.80 Acres Situated in the
MCKINNEY & WILLIAMS- SURVEY, Abstract No. 954
and the
WESLEY FRANKLIN SURVEY, Abstract No. 468
City of Willow Park
Parker County, Texas

FILED FOR RECORD PARKER COUNTY, TEXAS PLAT RECORD	OWNER: MIT-MAR LAND, LP 66470 S. F.M. 56 GLEN ROSE, TX 76043	B Barron-Stark Engineers	6221 Southwest Boulevard, Suite 100 Fort Worth, Texas 76132 (O) 817.231.8100 (F) 817.231.8144 Texas Registered Engineering Firm F-10998 Texas Registered Survey Firm F-10158800 www.barronstark.com	JOB No. 107-9554 DATE JAN 2021 SHEET 2 OF 2
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P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Development Services	Presented By: Betty Chew
--	--	------------------------------------

AGENDA ITEM: 2

Consider and Act on a Final Plat of a Replat The Reserves at Trinity Addition, being 140.302 acres, City of Willow Park, Parker County, Texas, located on Meadows Place Drive.

BACKGROUND:

The owner WPD Trinity, LLC (Kyle Wilks) proposes to replat this 140.302 acre subdivision. The replat is presented to:

1. Adjust the flood plain and floodway to reflect the FEMA approved LOMR (Letter of Map Revision). This is based on the actual flood study of the property.
2. Adjust Bridge Street to its "As Built" location where it crosses the Clear Fork of the Trinity.
3. Adjust the lot line 5 feet north between Lot 1R, Block 8 and Lot 1R, Block 10. (Community Center lot).
4. Combine Lot 1 and Lot 2, Block 6 into a single buildable lot.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Final Plat of a Replat The Reserves at Trinity Addition meets the requirements of the Subdivision Ordinance and staff recommends approval as presented.

Planning and Zoning Commission recommends approval. The vote was 4-0.

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

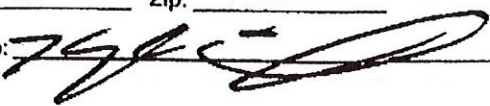
Type of Plat: Preliminary Final Replat Amended

PROPERTY DESCRIPTION:

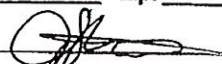
SUBMITTAL DATE: 01-18-21

Address (if assigned): Trinity Meadows Ln
Name of Additions: Reserves at Trinity replat
Location of Addition: Trinity Meadows Ln
Number of Lots: 95 Gross Acreage: 140 ac Zoning: _____ # of New Street Intersections: N/A (replat)

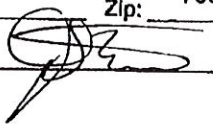
PROPERTY OWNER:

Name: WPD TRINITY, LLC Contact: Kyle Wilks
Address: 17010 INTERSTATE 20 Phone: 817-850-3600
City: CISCO Fax: _____
State: TX Zip: 76437 Email: kyle.wilks@wilksdevelopment.com
Signature: 

APPLICANT:

Name: Texas Surveying, Inc. Contact: James Stevens
Address: 104 S Walnut St Phone: 817-594-0400 ext. 107
City: Weatherford Fax: _____
State: TX Zip: 76086 Email: james@txsurveying.com
Signature: 

SURVEYOR:

Name: Texas Surveying, Inc. Contact: James Stevens
Address: 104 S Walnut St Phone: 817-594-0400 ext. 107
City: Weatherford Fax: _____
State: TX Zip: 76086 Email: james@txsurveying.com
Signature: 

ENGINEER:

Name: Jordan Engineering, LLC

Contact: Jordan Bishop

Address: P.O. Box 1325


Phone: 817-319-9931

City: Aledo

Fax: _____

State: TX Zip: 76008

Email: jbishop@jordanengineer.com

Signature: 

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: Oncor

Water Provider: city

Wastewater Provider: city

Gas Provider (if applicable): _____

APPLICATION FEES

_____ \$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: The Reserves at Trinity

Applicant: Texas Surveying, Inc. - James Stevens

Property Owner(s): WPD Trinity, LLC

Location of Addition: Trinity Meadows Ln

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

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 | _____ | _____ |

Willow Park
Plat
Building Official Review

Applicant Questions: PER "PD" PLANNED DEVELOPMENT

Front building setback: _____ ft. Rear building setback: _____ ft.

Side building setback: _____ ft. Side building setback: _____ 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? N/A 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: 02/08/2021

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes No
If yes, which road? Trinity Meadows Ln

Is the project serviced by an existing water line? Yes No
If yes, what size line? 12"/8"

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? _____

Is the project serviced by an existing sewer line? Yes No
If yes, what size line? 8"/10"

If no, what type and size is the septic system? _____

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: M. GUCKER Date: 02/08/2021

Willow Park
Plat
Flood Plain Review

Applicant Questions:

Is any part of the plat in the 100-year flood plain? Yes No
If yes, what is the base flood elevation for the area? 836' - 841'
Is the footprint of any built improvement in the 100-year flood plain? Yes No
If yes, what is the base flood elevation for the area? _____
Is the footprint of any habitable structure in the 100-year flood plain? Yes No
If yes, what is the base flood elevation for the area? _____

Staff Review:

Base flood elevations confirmed? Yes No
Does the proposed project pose any safety concerns? Yes No

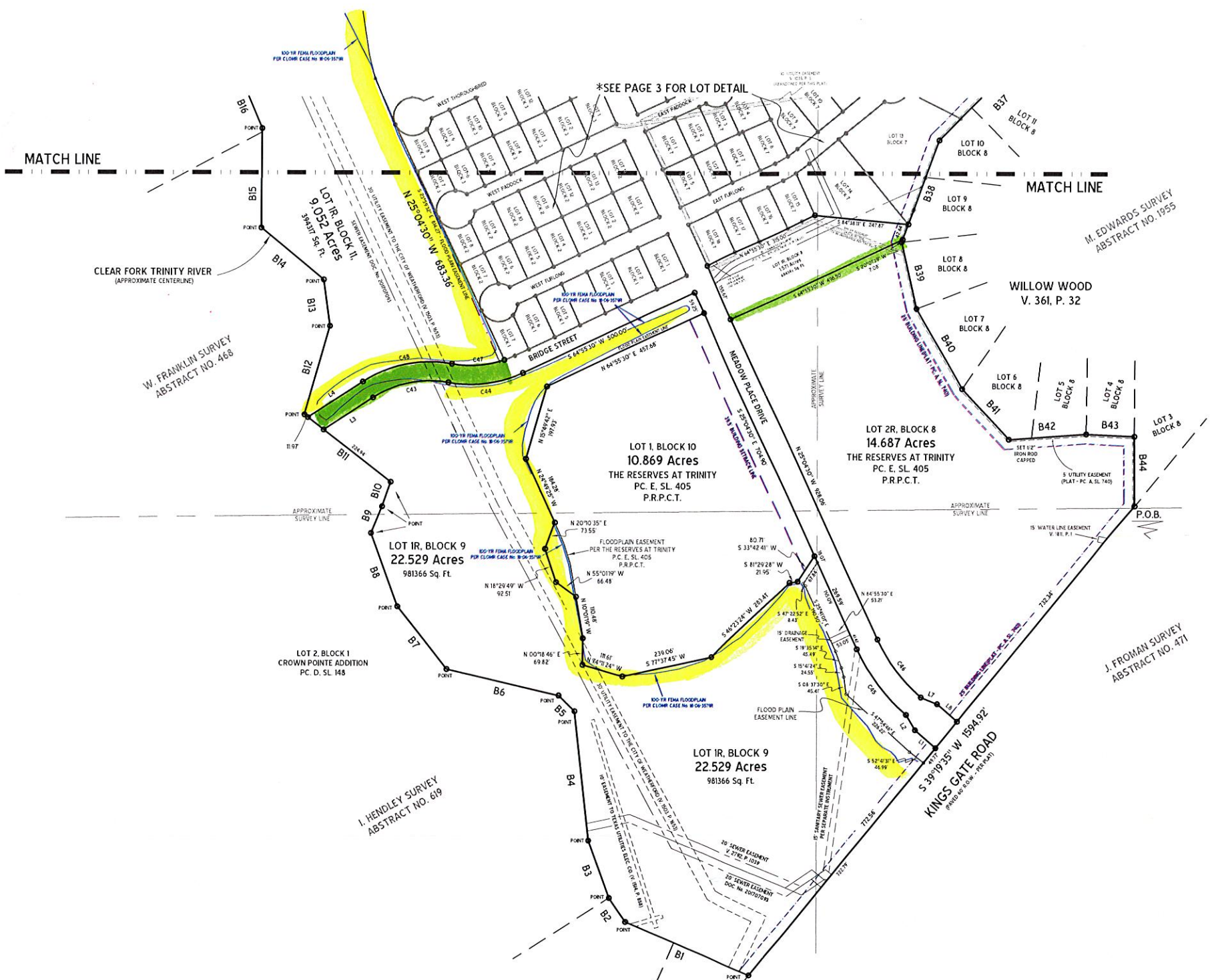
THIS PLAT REFLECTS FEMA LOMR

Approved

Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 02/08/2021



BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
B1	N 66°55'33" W	356.22'
B2	N 35°07'07" W	75.46'
B3	N 20°44'43" W	161.89'
B4	N 06°39'20" W	341.87'
B5	N 46°37'02" W	59.97'
B6	N 76°48'22" W	302.35'
B7	N 38°32'03" W	210.00'
B8	N 20°14'28" W	205.06'
B9	N 22°27'19" E	75.76'
B10	N 19°06'55" E	68.26'
B11	N 52°26'00" W	289.92'
B12	N 15°54'04" E	242.57'
B13	N 07°58'02" W	123.34'
B14	N 50°46'27" W	215.39'
B15	N 00°10'48" E	261.71'
B16	N 23°12'58" W	280.36'
B17	S 44°36'33" W	363.88'
B18	S 20°01'39" W	285.41'
B19	S 12°53'49" E	180.17'
B20	S 30°25'58" E	244.61'
B21	S 43°10'50" E	181.51'
B22	N 85°58'58" E	205.15'
B23	S 87°23'04" E	126.42'
B24	S 00°36'36" E	183.34'

LOT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 49°32'56" W	72.38'
L2	N 30°52'24" W	46.84'
L3	S 56°58'30" W	155.24'
L4	N 56°58'30" E	172.86'
L5	N 16°51'38" E	29.20'
L6	N 64°55'30" E	29.02'
L7	S 68°13'27" E	46.84'
L8	S 49°32'56" E	70.61'

LOT CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD
C43	275.00'	207.12'	N 78°33'06" E	202.26'
C44	325.00'	199.69'	N 82°31'37" E	196.56'
C45	510.00'	217.85'	S 37°18'43" E	216.19'
C46	450.00'	192.22'	N 37°18'43" W	190.76'
C47	275.00'	138.91'	S 85°39'30" W	137.43'
C48	325.00'	244.78'	S 78°33'06" W	239.04'

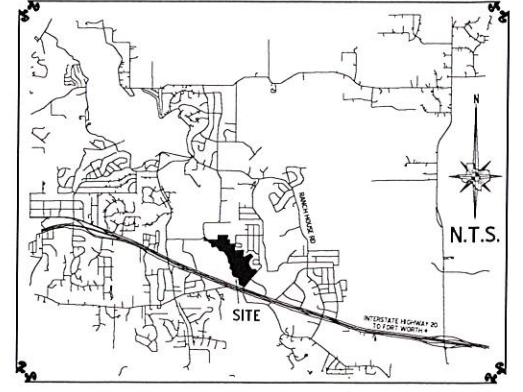
SURVEYOR:
KYLE RUCKER, R.P.L.S.
104 S. WALNUT STREET
WEATHERFORD, TX 76086
817-594-0400

OWNER/DEVELOPER:
WPD TRINITY, LLC
17010 INTERSTATE 20
CISCO, TX 76437

CLARITY HOMES, LTD.
3605 EL CAMPO AVE
FORT WORTH, TX 76107

RAVE PROPERTIES, LP
279 W HIDDEN CREEK PARKWAY, SUITE 1301
BURLESON, TX 76028

VILLAGE HOMES, LP
2817 W 5TH ST, SUITE B
FORT WORTH, TX 76107



FINAL PLAT
LOTS 1-7, BLOCK 1; LOTS 1-14, BLOCK 2; LOTS 1-14, BLOCK 3; LOTS 1-13, BLOCK 4; LOTS 1-5, BLOCK 5; LOTS 1R, & 3-18, & 19R, BLOCK 6; LOTS 1-18, BLOCK 7; LOTS 1R & 2R, BLOCK 8; LOT 1R, BLOCK 9; LOT 1R, BLOCK 10; LOT 1R & 2R, BLOCK 11

THE RESERVES AT TRINITY
AN ADDITION TO THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS

BEING A 140.302 ACRES SUBDIVISION LOCATED IN WILLOW PARK, PARKER COUNTY, TEXAS & BEING A REPLAT OF THE RESERVES AT TRINITY ACCORDING TO PLAT CABINET E, SLIDE 354 & PLAT CABINET E, SLIDE 405 PLAT RECORDS, PARKER COUNTY, TEXAS

FEBRUARY 2021



FIRM NO. 10100000 - WWW.TXSSURVEYING.COM

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
B14	N 50°46'27" W	215.39'
B15	N 00°10'48" E	261.71'
B16	N 23°12'58" W	280.36'
B17	N 83°42'14" W	303.51'
B18	N 35°45'42" W	227.04'
B19	N 42°04'53" W	178.63'
B20	N 72°34'22" W	133.71'
B21	S 70°41'01" W	225.01'
B22	N 49°22'02" W	181.64'
B23	N 10°09'20" E	179.00'
B24	N 64°00'18" W	213.66'
B25	N 36°10'11" W	169.13'
B26	N 14°08'29" E	57.57'
B27	N 89°46'40" E	32.53'
B28	N 11°36'52" W	173.16'
B29	S 63°39'38" E	379.53'
B30	S 15°53'32" W	375.75'
B31	S 89°52'28" E	230.00'
B32	S 00°48'52" W	322.30'
B33	N 89°55'32" E	425.00'
B34	S 00°37'35" E	538.20'
B35	S 26°31'49" E	120.95'
B36	S 35°01'38" E	288.36'
B37	S 44°36'33" W	363.88'
B38	S 20°01'39" W	285.41'

LOT LINE TABLE

LOT	BEARING	DISTANCE
L5	N 16°51'38" E	29.20'

CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	450.00'	72.10'	N 63°37'00" W	72.03'
C18	510.00'	43.91'	S 70°40'23" E	43.89'
C19	357.89'	64.08'	S 13°54'42" E	63.99'
C40	357.89'	2.47'	S 19°14'20" E	2.47'

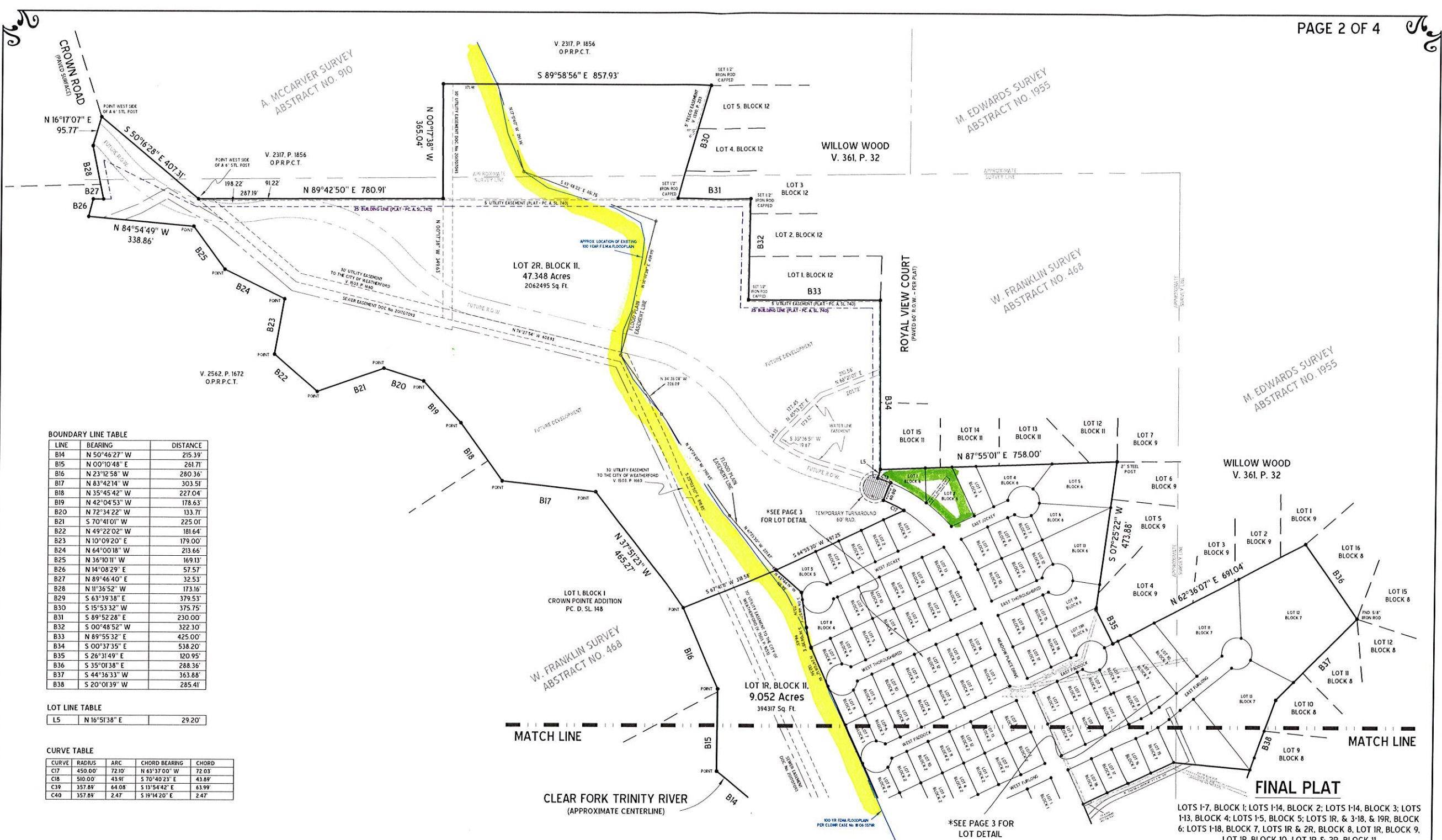
SURVEYOR:
KYLE RUCKER, R.P.L.S.
104 S. WALNUT STREET
WEATHERFORD, TX 76086
817-594-0400

OWNER/DEVELOPER:
WPD TRINITY, LLC
17010 INTERSTATE 20
CISCO, TX 76437

CLARITY HOMES, LTD.
3605 EL CAMPO AVE
FORT WORTH, TX 76107

RAVE PROPERTIES, LP
279 W HIDDEN CREEK PARKWAY, SUITE 1301
BURLESON, TX 76028

VILLAGE HOMES, LP
2817 W 5TH ST, SUITE B
FORT WORTH, TX 76107



FINAL PLAT
LOTS 1-7, BLOCK 1; LOTS 1-4, BLOCK 2; LOTS 1-4, BLOCK 3; LOTS 1-3, BLOCK 4; LOTS 1-5, BLOCK 5; LOTS 1R, & 3-18, & 19R, BLOCK 6; LOTS 1-18, BLOCK 7; LOTS 1R & 2R, BLOCK 8; LOT 1R, BLOCK 9; LOT 1R, BLOCK 10; LOT 1R & 2R, BLOCK 11

THE RESERVES AT TRINITY
AN ADDITION TO THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS
BEING A 140.302 ACRES SUBDIVISION LOCATED IN WILLOW PARK, PARKER COUNTY, TEXAS & BEING A REPLAT OF THE RESERVES AT TRINITY ACCORDING TO PLAT CABINET E, SLIDE 354 & PLAT CABINET E, SLIDE 405 PLAT RECORDS, PARKER COUNTY, TEXAS

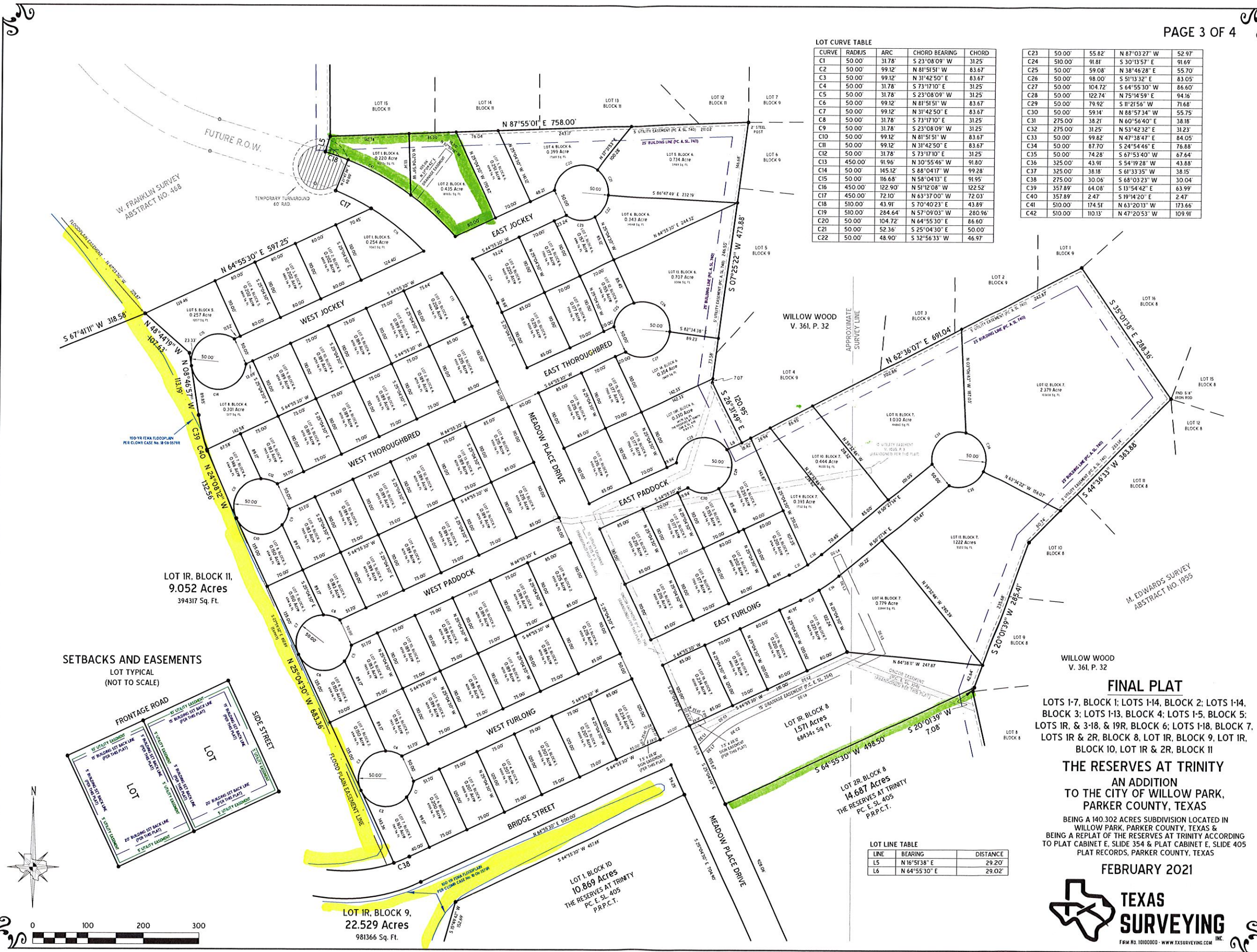
FEBRUARY 2021

TEXAS SURVEYING
INC.
FIRM NO. 10100000 - WWW.TXSSURVEYING.COM

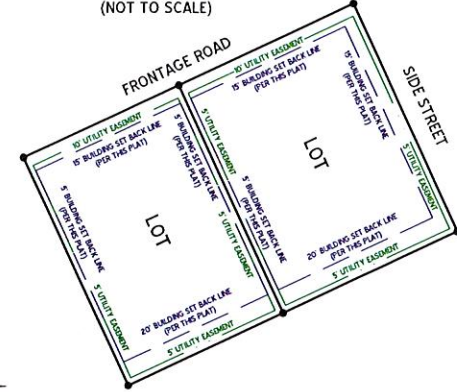
LOT CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	50.00'	31.78'	S 23°08'09" W	31.25'
C2	50.00'	99.12'	N 81°51'51" E	83.67'
C3	50.00'	99.12'	N 31°42'50" E	83.67'
C4	50.00'	31.78'	S 73°17'10" E	31.25'
C5	50.00'	99.12'	S 23°08'09" W	31.25'
C6	50.00'	99.12'	N 81°51'51" E	83.67'
C7	50.00'	99.12'	N 31°42'50" E	83.67'
C8	50.00'	31.78'	S 73°17'10" E	31.25'
C9	50.00'	31.78'	S 23°08'09" W	31.25'
C10	50.00'	99.12'	N 81°51'51" E	83.67'
C11	50.00'	99.12'	N 31°42'50" E	83.67'
C12	50.00'	31.78'	S 73°17'10" E	31.25'
C13	450.00'	91.96'	N 30°55'46" W	91.80'
C14	50.00'	145.12'	S 88°04'17" W	99.28'
C15	50.00'	116.68'	N 58°04'13" E	91.95'
C16	450.00'	122.90'	N 51°12'08" W	122.52'
C17	450.00'	72.10'	N 63°37'00" W	72.03'
C18	510.00'	43.91'	S 70°40'23" E	43.89'
C19	510.00'	284.64'	N 57°09'03" W	280.96'
C20	50.00'	104.72'	N 64°55'30" E	86.60'
C21	50.00'	52.36'	S 25°04'30" E	50.00'
C22	50.00'	48.90'	S 32°56'33" W	46.97'

C23	50.00'	55.82'	N 87°03'27" W	52.97'
C24	510.00'	91.81'	S 30°13'57" E	91.69'
C25	50.00'	59.08'	N 38°46'28" E	55.70'
C26	50.00'	98.00'	S 51°13'32" E	83.05'
C27	50.00'	104.72'	S 64°55'30" W	86.60'
C28	50.00'	122.74'	N 75°14'59" E	94.16'
C29	50.00'	79.92'	S 11°21'56" W	71.68'
C30	50.00'	59.14'	N 88°57'34" W	55.75'
C31	275.00'	38.21'	N 60°56'40" E	38.18'
C32	275.00'	31.25'	N 53°42'32" E	31.23'
C33	50.00'	99.82'	N 47°38'47" E	84.05'
C34	50.00'	87.70'	S 24°54'46" E	76.88'
C35	50.00'	74.28'	S 67°53'40" W	67.64'
C36	325.00'	43.91'	S 54°19'28" W	43.88'
C37	325.00'	36.18'	S 61°33'35" W	38.15'
C38	275.00'	30.06'	S 68°03'23" W	30.04'
C39	357.89'	64.08'	S 13°54'42" E	63.99'
C40	357.89'	2.47'	S 19°14'20" E	2.47'
C41	510.00'	174.51'	N 63°20'13" W	173.66'
C42	510.00'	110.13'	N 47°20'53" W	109.91'



SETBACKS AND EASEMENTS
LOT TYPICAL
(NOT TO SCALE)



FINAL PLAT
LOTS 1-7, BLOCK 1; LOTS 1-14, BLOCK 2; LOTS 1-14,
BLOCK 3; LOTS 1-13, BLOCK 4; LOTS 1-5, BLOCK 5;
LOTS 1R, & 3-18, & 19R, BLOCK 6; LOTS 1-18, BLOCK 7;
LOTS 1R & 2R, BLOCK 8, LOT 1R, BLOCK 9, LOT 1R,
BLOCK 10, LOT 1R & 2R, BLOCK 11

**THE RESERVES AT TRINITY
AN ADDITION
TO THE CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS**

BEING A 140.302 ACRES SUBDIVISION LOCATED IN
WILLOW PARK, PARKER COUNTY, TEXAS &
BEING A REPLAT OF THE RESERVES AT TRINITY ACCORDING
TO PLAT CABINET E, SLIDE 354 & PLAT CABINET E, SLIDE 405
PLAT RECORDS, PARKER COUNTY, TEXAS

FEBRUARY 2021



LOT LINE TABLE

LINE	BEARING	DISTANCE
L5	N 16°51'38" E	29.20'
L6	N 64°55'30" E	29.02'

LOT 1, BLOCK 10
10.869 Acres
THE RESERVES AT TRINITY
P.C. E. SL. 405
P.R.P.C.T.

LOT 1R, BLOCK 9,
22.529 Acres
981366 Sq. Ft.

LOT 1R, BLOCK 8
15.71 Acres
68434± Sq. Ft.

LOT 2R, BLOCK 8
14.687 Acres
THE RESERVES AT TRINITY
P.C. E. SL. 405
P.R.P.C.T.

LOT 1R, BLOCK 11,
9.052 Acres
394317 Sq. Ft.



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Development Services	Presented By: Betty Chew
--	--	------------------------------------

AGENDA ITEM: 3

Consider text amendment to the City of Willow Park Zoning Ordinance.

BACKGROUND:

The applicant is requesting the City amend the Zoning Ordinance to classify “Auto Body Repair Within a Fully Enclosed Shop Area” as a permitted use Special Use Permit (SUP) required in the “C” Commercial District. The SUP will require public hearings by both Planning and Zoning Commission and City Council, as well as approval of a site plan and other conditions approved by the Planning and Zoning Commission and City Council.

Notice of Public Hearing was published.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Consider request for amendment.

The Planning and Zoning Commission recommends amending the Zoning Ordinance to classify “Auto Body Repair Within a Fully Enclosed Shop Area” as a permitted use Special Use Permit (SUP) in the “C” Commercial District. The vote was 4-0.

EXHIBITS:

Request Letter

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



February 23, 2021

Honorable Mayor & City Council
Honorable Planning & Zoning Commission
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

Re: Request for a Text Amendment to City of Willow Park Zoning Ordinance

Mayor, Council, and Commissioners:

Please accept this letter as the request of Basic Developers, LLC for a text amendment to the City of Willow Park Zoning Ordinance. Basic Developers are the owners of approximately 12 acres on the south side of Interstate 20 immediately west of Trinity Christian Church.

The requested text amendment is as follows:

Amend Article 14.06.014(a) - "C" Commercial regulations to include "Auto Body Repair Within a Fully Enclosed Shop Area" as a permitted use with the requirement anyone requesting this use obtain a Special Use Permit (SUP) in accordance with the requirements of Article 14.13 of the Zoning Ordinance.

We respectfully request this item be placed on the next available Planning & Zoning and Council agendas for discussion and action. Barron-Stark Engineers has been designated the Authorized Agent for this request. Please feel free to contact me directly if you would like to discuss.

Sincerely,

BARRON-STARK ENGINEERS, LP

Chuck Stark, PE, RPLS
Managing Principal

Cc: Rex Ramsey – Basic Developers, LLC

CITY OF WILLOW PARK

ORDINANCE 829-21

AN ORDINANCE PROVIDING FOR AN AMENDMENT TO CHAPTER 14 “ZONING REGULATIONS,” ARTICLE SEC. 14.06.014(a) “C” COMMERCIAL DISTRICT USE REGULATIONS AUTO BODY REPAIR WITHIN A FULLY ENCLOSED SHOP AREA SPECIAL USE PERMIT (SUP) REQUIRED; AS AMENDED PROVIDING FOR PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park is a municipal corporation organized under the laws of the State of Texas; and

WHEREAS, it is intent of the City of Willow Park to protect the health, safety and welfare and well-being of its citizens; and

WHEREAS, the City is pursuant to §211.002 delegated the authority to adopt, amend or repeal zoning regulations that provide for the health, safety and general welfare of the City; and

WHEREAS, the zoning regulations generally §211.003 Tex. Local Govt. Code may regulate the height, number of stories, size of buildings and other structures including maximum height, minimum lot area, dwelling units per acre, gross living area, yard setback, screening and use of structures; and

WHEREAS, the Planning and Zoning Commission of the City of Willow Park conducted a public hearing consistent with §211,006(a), TEX. LOCAL GOVT. CODE providing for the amendment of zoning regulations including notices required by law.

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

SECTION 1. AUTHORITY

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

SECTION 2. AMENDMENT

The following section of Chapter 14, "Zoning Regulations," Article 14.06.014 “C” Commercial District Use Regulations of this section of the Zoning Regulations is amended, as follows:

SEC. 14.06.014 “C” COMMERCIAL DISTRICT USE REGULATIONS

- (a) Use Regulations. The “C” Commercial District will be limited to the following uses, residential uses are not permitted in this district.
- (25) AUTO BODY REPAIR WITHIN A FULLY ENCLOSED SHOP AREA (SPECIAL USE PERMIT REQUIRED)

SECTION 3. SEVERANCE

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

SECTION 4. RECITALS

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

SECTION 5. PUBLICATION

The City Secretary of the City of Willow Park is hereby directed to publish in the official newspaper of the City of Willow Park the caption hereof and the effective date of this ordinance as required by Section 52.011 of the LOCAL GOVERNMENT CODE.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its adoption.

PASSED AND ADOPTED this 13th day of April, 2021.

THE CITY OF WILLOW PARK, TEXAS

Doyle Moss, Mayor

ATTEST:

Alicia Smith TRMC, City Secretary

William P. Chesser

The Willow Park City Council in acting on Ordinance No. 829-21, did on the 13th day of April, 2021.

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss, Mayor	_____	_____	_____
Erik Contreras, Place 1	_____	_____	_____
Tyler VanSant, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel, Place 5	_____	_____	_____



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2012	Department: Development Services	Presented By: Betty Chew
--	--	------------------------------------

AGENDA ITEM: 4

Consider and Act on a Preliminary Plat of Lot 1 and 2, Block 1, Worth Cre Addition, being a 16.334 acre tract of land E. Ozer Survey, Abstract No. 1031 and J.H. Phelps Survey Abstract No. 1046, ETJ of Willow Park, Parker County, Texas located in the 9700 Block of Bankhead Hwy.

BACKGROUND:

This is a preliminary plat of a 2 lot subdivision located in the City’s Extraterritorial Jurisdiction (ETJ). The owners propose to subdivide the property as follows:

Lot 1 (2.398 acres) undeveloped land.

Lot 2 (13.936 acres) partially developed with industrial office space.

Access to the subdivision will be from Bankhead Hwy. Bankhead Hwy. serves as an east-west connector through eastern Parker County and functions as a minor arterial. There is an existing 50 foot north/south access easement which has been dedicated prior to platting through the subdivision.

The subdivision will be served from private wells and private sewage disposal systems.

Stormwater flows from northeast to southwest across the subdivision.

There are existing electric easements on the property.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Preliminary Plat.

Planning and Zoning Commission recommends approval. The vote was 4-0.

EXHIBITS:

Plat Application

Preliminary 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: [X] Preliminary ___ Final ___ Replat ___ Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: _____

Address (if assigned): 9700 BLK. BANKHEAD HWY.

Name of Additions: WORTH CRE ADDITION

Location of Addition: ON BANKHEAD HIGHWAY IN THE ETS

Number of Lots: 1 Gross Acreage: 2.298 16.334 Zoning: N/A # of New Street Intersections: 0

PROPERTY OWNER:

Name: WCRE BANKHEAD OFFICES, LLC

Contact: RYAN LUNSFORD

Address: 3750 UNIVERSITY, STE. 200

Phone: (817) 757-0130

City: FT. WORTH

Fax: _____

State: TEXAS Zip: 76109

Email: RYAN.LUNSFORD@WORTHCRE.NET

Signature: [Handwritten Signature]

APPLICANT:

Name: RYAN LUNSFORD

Contact: RYAN LUNSFORD

Address: 3750 UNIVERSITY, STE 200

Phone: (817) 757-0130

City: FT. WORTH

Fax: _____

State: TEXAS Zip: 76109

Email: RYAN.LUNSFORD@WORTHCRE.NET

Signature: [Handwritten Signature]

SURVEYOR:

Name: FORREST NANCE

Contact: FORREST NANCE

Address: 1400 EVERMAN PARKWAY, STE 140

Phone: (817) 395-9356

City: FT. WORTH

Fax: (817) 744-7554

State: TEXAS Zip: 76140

Email: FORREST.NANCE@TOPOGRAPHIC.COM

Signature: [Handwritten Signature]

ENGINEER:

Name: N/A Contact: _____
 Address: _____ Phone: _____
 City: _____ Fax: _____
 State: _____ Zip: _____ Email: _____
 Signature: _____

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

<p>UTILITY PROVIDERS</p> <p>Electric Provider: _____</p> <p>Water Provider: _____</p> <p>Wastewater Provider: _____</p> <p>Gas Provider (if applicable): _____</p>

APPLICATION FEES

_____ \$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: WORTH CRE ADDITION

Applicant: RYAN LUNSFORD

Property Owner(s): WCRE BANKHEAD OFFICES, LLC

Location of Addition: ON BANKHEAD HIGHWAY IN THE ESS

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT STAFF

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

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

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

VII.	ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS	APPLICANT	STAFF
A.	A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat	_____	_____
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)	_____	_____
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)	✓	✓

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: N/A ft. Rear building setback: N/A ft.
Side building setback: N/A ft. Side building setback: N/A 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? N/A Yes No
Are there any easement conflicts? Yes No
Do the proposed easements align with neighboring easements? N/A Yes No
Are the proposed easements sufficient to provide service? Yes No
Does the proposed project pose any planning concerns? Yes No

ETJ NO BUILDING REQUIREMENTS

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature: BETTY L. CHEW Date: 03/08/2012

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes No
If yes, which road? E. BANKHEAD HIGHWAY

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

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? _____

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

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: 08/08/2021

Willow Park
Plat
Flood Plain Review

Applicant Questions:

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

Staff Review:

- Base flood elevations confirmed? Yes No
- Does the proposed project pose any safety concerns? Yes No

ETJ - NO DRAINAGE IMPROVEMENTS
REQUIRED IN SUBDIVISION

Approved Not Approved Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 03/08/2021



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Development Services	Presented By: Betty Chew
--	--	------------------------------------

AGENDA ITEM: 5

Consider and Act on a Final Plat of Lot 1, Block 1, Worth Cre Addition, being a 2.398 acre tract of land E. Ozer Survey Abstract No. 1031 and J.H. Phelps Survey Abstract No. 1046, ETJ of Willow Park, Parker County, Texas Located in the 9700 Block of Bankhead Hwy.

BACKGROUND:

This is a Final Plat of Lot 1, Block 1, Worth Cre Addition located in the City’s Extraterritorial Jurisdiction (ETJ).

Access to the subdivision will be from Bankhead Hwy. Bankhead Hwy. serves as an east-west connector through eastern Parker County and functions as a minor arterial. There is 25 foot of the existing access easement on the east side of the lot.

The subdivision will be served from private wells and private sewage disposal systems. Stormwater flows across the lot to the southwest side of the lot. There is an existing electric easement on the west side of the lot.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Final Plat of Lot 1, Block 1, Worth Cre Addition.

Planning and Zoning Commission recommends approval. The vote was 4-0.

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: _____

Address (if assigned): 9700 BLK. BANKHEAD HWY

Name of Additions: WORTH CRE ADDITION

Location of Addition: ON BANKHEAD HIGHWAY IN THE ETS

Number of Lots: 1 Gross Acreage: 2.398 Zoning: N/A # of New Street Intersections: 0

PROPERTY OWNER:

Name: WPRE BANKHEAD OFFICES, LLC

Contact: RYAN LUNSFORD

Address: 3750 UNIVERSITY, STE 200

Phone: (817) 757-0130

City: Ft. Worth

Fax: _____

State: TEXAS Zip: 76109

Email: RYAN.LUNSFORD@WORTHCRE.NET

Signature: [Handwritten Signature]

APPLICANT:

Name: RYAN LUNSFORD

Contact: RYAN LUNSFORD

Address: 3750 UNIVERSITY, STE 200

Phone: (817) 757-0130

City: Ft. Worth

Fax: _____

State: TEXAS Zip: 76109

Email: RYAN.LUNSFORD@WORTHCRE.NET

Signature: [Handwritten Signature]

SURVEYOR:

Name: FORREST NANCE

Contact: FORREST NANCE

Address: 1400 EVERMAN PARKWAY, STE 140

Phone: (817) 395-9350

City: Ft. Worth

Fax: (817) 744-7554

State: TEXAS Zip: 76140

Email: FORREST.NANCE@TOPDOG.PAPITL.COM

Signature: [Handwritten Signature]

ENGINEER:

Name: N/A Contact: _____
 Address: _____ Phone: _____
 City: _____ Fax: _____
 State: _____ Zip: _____ Email: _____
 Signature: _____

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

<p>UTILITY PROVIDERS</p> <p>Electric Provider: _____</p> <p>Water Provider: _____</p> <p>Wastewater Provider: _____</p> <p>Gas Provider (if applicable): _____</p>

APPLICATION FEES



_____ \$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: NORTH CRE ADDITION
 Applicant: RYAN WINSFORD
 Property Owner(s): WORE BANKHEAD OFFICES, LLC
 Location of Addition: ON BANKHEAD HIGHWAY IN THE ETS

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) | N/A | N/A |
| 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 | N/A | N/A |
| K. Plans for fire hydrants | N/A | N/A |
| L. Plans for all proposed streets and sidewalks | N/A | N/A |

IV. REQUIRED DOCUMENTS FOR A REPLAT

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

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

VII.	ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS	APPLICANT	STAFF
A.	A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat	_____	N/A
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)	_____	_____
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)	✓	✓

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: N/A ft.

Rear building setback: N/A ft.

Side building setback: N/A ft.

Side building setback: N/A 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? N/A Yes No
- Are there any easement conflicts? Yes No
- Do the proposed easements align with neighboring easements? N/A Yes No
- Are the proposed easements sufficient to provide service? Yes No
- Does the proposed project pose any planning concerns? Yes No

ETJ NO BUILDING REQUIREMENTS

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW Date: 03/08/2021

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes No
If yes, which road? E. BANKHEAD HIGHWAY

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

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? _____

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

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 GUECKE Date: 03/08/2021

Willow Park
Plat
Flood Plain Review

Applicant Questions:

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

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

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

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

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

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

Staff Review:

Base flood elevations confirmed? N/A Yes No

Does the proposed project pose any safety concerns? Yes No

ETJ - NO DRAINAGE IMPROVEMENTS
REQUIRED ON LOT.

Approved Not Approved Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 03/08/2021



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Development Services	Presented By: Betty Chew
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AGENDA ITEM: 6

Consider and act on a Preliminary Plat Lots 1 through 3, Block 1, Porter Addition, being 11.921 acres J.M. Froman Survey, Abstract No. 471 City of Willow Park, Parker County, Texas.

BACKGROUND:

This is a preliminary plat of a proposed 3 lot subdivision. The property is zoned Commercial/IH-20 Overlay District. This plat also proposes the abandonment of Stagecoach Trail right of way. There is a proposed extension of Bankhead Hwy. to the IH-20 Service Road. This would replace Stagecoach Trail and connect Bankhead Hwy. to the IH-20 Service Road. The Bankhead right of way (60 foot) will be dedicated from the adjacent property to the west. The subdivision will be served by the City of Willow Park water system. Water service will be provided by extension of an 8 inch water main in Bankhead Hwy. to service each lot. Fire hydrants will be installed along the water main in compliance with I.S.O. regulations. Utility extension will comply with the City of Willow Park Utility Extension Policy.

Wastewater service will be provided by private on-site sewage disposal systems installed on each lot.

Stormwater flows north to south to the center of the subdivision. Development of each of these acreage lots will require submittal of a stormwater drainage study and drainage improvement plans. Side lot line easements are being provided to accommodate stormwater flow. Stormwater drainage improvements will comply with the City of Willow Park Design Standards.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the following action:

1. Recommendation to vacate and abandon Stagecoach Trail right of way as it crosses the subdivision. Right of way to be incorporated into Lot 3, Porter Addition.
2. Recommendation to accept proposed Bankhead Hwy. right of way and said right of way improvements constructed upon acceptance.
3. Recommend approval of the Preliminary Plat of Lots 1 through 3, Block 1, Porter Addition subject to the following conditions:
 - a. Cross access and fire lane easements to be provided across each lot (25' minimum).
 - b. Entrance locations will be approved with site development plans for IH-20 Service Road and Bankhead Hwy.

Planning and Zoning Commission recommends approval with staff recommendations. The vote was 4-0.

EXHIBITS:

Plat Application
Preliminary Plat



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: February 25, 2021

Address (if assigned): TBD

Name of Additions: PORTER ADDITION, LOTS 1 THROUGH 3, BLOCK 1

Location of Addition: BANKHEAD HIGHWAY @ INTERSTATE HIGHWAY NO. 20

Number of Lots: 3 Gross Acreage: 11.921 Zoning: _____ # of New Street Intersections: -0-

PROPERTY OWNER:

Name: BASIC DEVELOPERS, LLC

Contact: REX RAMSEY

Address: 206 E. US HIGHWAY 80

Phone: 972-298-3384

City: FORNEY

Fax: _____

State: TX Zip: 75126

Email: rex@forneyfence.com

Signature: _____

APPLICANT:

Name: BARRON STARK ENGINEERS, LP

Contact: CHUCK STAR, PE

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: _____

SURVEYOR:

Name: BARRON STARK ENGINEERS, LP

Contact: CHUCK STARK, RPLS

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

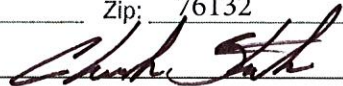
Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: _____

ENGINEER:

Name: BARRON STARK ENGINEER, LP
Address: 6221 SOUTHWEST BLVD, #100
City: FORT WORTH
State: TX Zip: 76132
Signature: 

Contact: CHARLES F. STARK, PE
Phone: 817-296-9550
Fax: 817-231-8144
Email: chucks@barronstark.com

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: <u>ONCOR</u>
Water Provider: <u>CITY OF WILLOW PARK</u>
Wastewater Provider: <u>CITY OF WILLOW PARK</u>
Gas Provider (if applicable): <u>TEXAS GAS</u>

APPLICATION FEES



\$345.00 \$15
\$300.00 PLUS \$10 PER LOT ~~FOR LOTS UP TO 1/2 ACRE~~
\$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: PORTER ADDITION

Applicant: BARRON STARK ENGINEERS, LP

Property Owner(s): BASIC DEVELOPERS, LLC

Location of Addition: BANHEAD HIGHWAY AND INTERSTATE HWY NO 20

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

	<u>APPLICANT</u>	<u>STAFF</u>
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)	✓	N/A
E. Tree Survey	NA	N/A
F. Location and Dimensions of Existing Structures	✓	N/A
G. Sectionalizing or Phasing of Plats	NA	N/A
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	NA	N/A

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

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

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

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

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	<u>With Final Plat</u>	_____
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)	<u>with Final Plat</u>	_____
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)	<u>with Final Plat</u>	_____

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: 50 ft. Rear building setback: 25 ft.

Side building setback: 10 ft. Side building setback: 10 ft.

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

Does the site include any drainage easements? Yes No

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

Staff Review:

Does the plat include all the required designations? Yes No

Are the setbacks for the building sufficient? Yes No

Are there any easement conflicts? Yes No

Do the proposed easements align with neighboring easements? N/A Yes No

Are the proposed easements sufficient to provide service? Yes No

Does the proposed project pose any planning concerns? Yes No

SHOW CROSS ACCESS EASEMENTS
ON PLAT.

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW

Date: 03/09/2021

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes No
If yes, which road? BANKHEAD AND I20

Is the project serviced by an existing water line? Yes No
If yes, what size line? 8"

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? _____

Is the project serviced by an existing sewer line? Yes No
If yes, what size line? _____

If no, what type and size is the septic system? INDIVIDUAL ON-SITE WATERWATER SYSTEMS

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: 03/09/2021

Willow Park
Plat
Flood Plain Review

Applicant Questions:

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

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

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

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

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

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

Staff Review:

Base flood elevations confirmed? N/A Yes No

Does the proposed project pose any safety concerns? Yes No

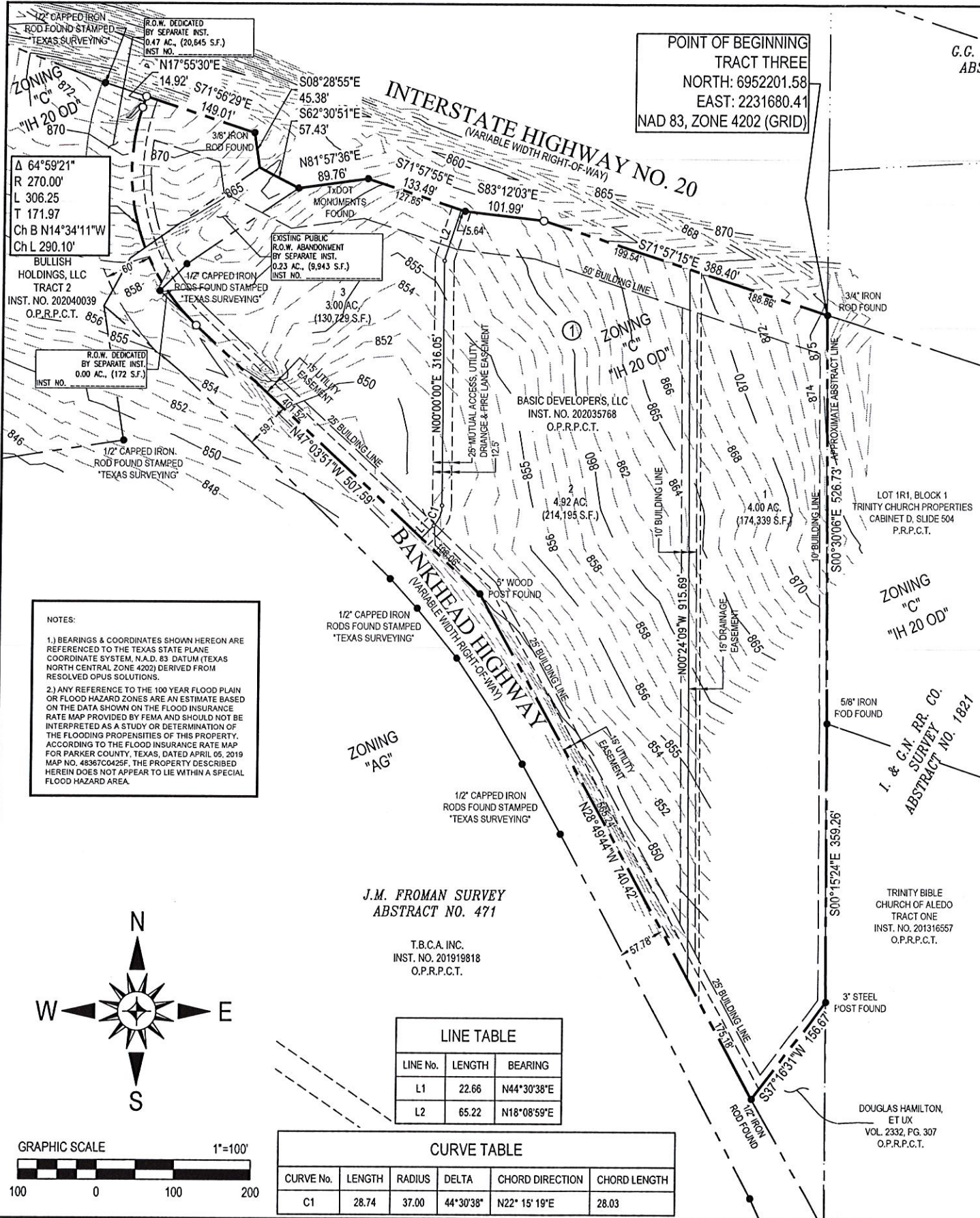
STORMWATER DRAINAGE PLAN
WITH EACH LOT DEVELOPMENT

Approved

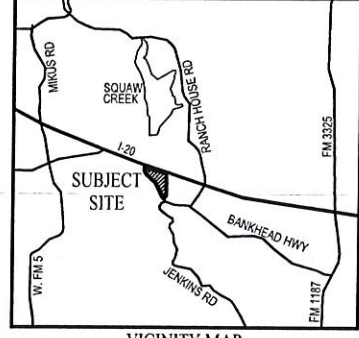
Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 03/09/2021



POINT OF BEGINNING
TRACT THREE
NORTH: 6952201.58
EAST: 2231680.41
NAD 83, ZONE 4202 (GRID)



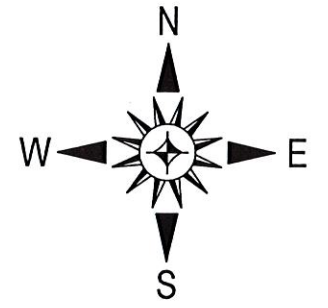
NOTE:
○ OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET / FOUND STAMPED C.F. STARK, RPLS 5084
● SOLID CIRCLE INDICATES CONTROL MONUMENT FOUND AS LABELED

PRELIMINARY NOT TO BE RECORDED FOR ANY PURPOSES

Charles F. Stark, RPLS
Texas Registration No. 5084
USE OF THIS ELECTRONIC SEAL/SIGNATURE AUTHORIZED BY CHARLES F. STARK, RPLS, TEXAS REGISTRATION NO. 5084



NOTES:
1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.
2.) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, TEXAS, DATED APRIL 05, 2019 MAP NO. 48367C0425F, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.



LINE No.	LENGTH	BEARING
L1	22.66	N44°30'38"E
L2	65.22	N18°08'59"E

CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	28.74	37.00	44°30'38"	N22°15'19"E	28.03

LEGAL DESCRIPTION

BEING 11.921 acres situated in the J.M. FROMAN SURVEY, Abstract No. 471, City of Willow Park, Parker County, Texas, being all of that certain tract of land described in deed to Basic Developers, LLC, recorded in Instrument Number 202035768, Official Public Records, Parker County, Texas, and a portion of the existing Right-of-Way of Bankhead Highway, being more particularly described as follows:
Beginning at a 3/4" iron rod found in the southwesterly line of Interstate Highway No. 20 (a variable width Right-of-Way), at the northeast corner of said Basic Developers, LLC tract, also being the northwest corner of Lot 1R1, Block 1, TRINITY CHURCH PROPERTIES, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 504, Plat Records, Parker County, Texas, said BEGINNING point having a NAD 83, Zone 4202 (Grid) coordinate value of NORTH: 6952201.58 and EAST: 2231680.41, for reference;
THENCE S 00°30'06" E, along the common line of said Basic Developers, LLC, tract and said Lot 1R1, a distance of 526.73 feet to a 5/8" iron rod found at a northerly southwest corner said Lot 1R1 and being the northwest corner of that certain tract of land described in deed as Tract One to Trinity Bible Church of Aledo, recorded in Instrument Number 201616557, Official Public Records, Parker County, Texas;
THENCE S 00°15'24" E, along the common line of said Basic Developers, LLC, tract and said Tract One to Trinity Bible Church of Aledo, a distance of 359.26 feet to a 3" steel post found at the southeast corner of said Basic Developers, LLC, tract and being north corner of that certain tract of land described in deed to Douglas Hamilton, et ux, recorded in Volume 2332, Page 304, Official Public Records, Parker County, Texas;
THENCE S 37°16'31" W, along the common line of said Basic Developers, LLC, tract and said Hamilton tract, a distance of 156.67 feet to a 1/2" iron rod found in the northeasterly line of Bankhead Highway (a variable width Right-of-Way) being the west corner of said Hamilton tract, for the most south corner of said Basic Developers, LLC, tract;
THENCE along the northeasterly line of said Bankhead Highway, as follows:
N 28°49'44" W, a distance of 740.42 feet to a 5" wood post found;
N 47°03'51" W, a distance of 507.59 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the right, whose radius is 270.00 feet and whose long chord bears N 14°34'11" W, a chord distance of 290.10 feet;
THENCE leaving the northeasterly line of said Bankhead Highway, along said curve in a northwesterly direction, crossing the southeasterly and northwesterly lines of said Bankhead Highway, through a central angle of 64°59'21", an arc distance of 306.25 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";
THENCE N 17°55'30" E, a distance of 14.92 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the southwesterly line of said Interstate Highway No. 20;
THENCE along the southwesterly line of said Interstate Highway No. 20, as follows:
S 71°56'29" E, a distance of 149.01 feet to a 3/8" iron rod found;
S 08°28'55" E, a distance of 45.38 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";
S 62°30'51" E, a distance of 57.43 feet to a Texas Department of Transportation monument found;
N 81°57'36" E, a distance of 89.76 feet to a Texas Department of Transportation monument found;
S 71°57'55" E, a distance of 133.49 feet to a Texas Department of Transportation monument found;
S 83°12'03" E, a distance of 101.99 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";
S 71°57'15" E, a distance of 388.40 feet to the POINT OF BEGINNING and containing 11.921 acres (519,263 square feet) of land, more or less.

OWNER DEDICATION:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That, Basic Developers, LLC, being the owners of the above described tract of land does hereby certify and adopt this plat designating the hereinabove described property as Lots 1 through 3, Block 1 PORTER ADDITION, an Addition to the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use forever, the streets, easements, and encumbrances shown hereon.

Basic Developers, LLC herein certifies the following:

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

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

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

Witness my hand this the _____ day of _____, 2021.

Basic Developers, LLC

Rex Ramsey

STATE OF TEXAS
COUNTY OF PARKER
Before me, the undersigned authority, on this day appeared Rex Ramsey, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
On the _____ day of _____, 2021.

Notary Public in and for the State of Texas

APPROVED BY CITY OF WILLOW PARK

APPROVED BY _____ CITY COUNCIL CITY OF WILLOW PARK

SIGNED: _____ MAYOR _____ DATE _____

ATTEST: _____ CITY SECRETARY _____ DATE _____

COUNTY CLERK STAMP

APPROVED BY _____

Preliminary Plat
Lots 1 through 3, Block 1
PORTER ADDITION
An Addition to the City of Willow Park, Parker County, Texas
Being 11.921 Acres Situated in the
J.M. FROMAN SURVEY, Abstract No. 471
City of Willow Park, Parker County, Texas

Barron-Stark
Engineers

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

OWNER:
BASIC DEVELOPERS, LLC
206 E. US HIGHWAY 80
FORNEY, TX 75126

FILED FOR RECORD
PARKER COUNTY, TEXAS PLAT RECORD
CABINET _____, SLIDE _____
DATE _____



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Development Services	Presented By: Betty Chew
--	--	------------------------------------

AGENDA ITEM: 7

Consider and act on a Final Plat Lot 1, Block 1, Porter Addition, being 4.00 acres J.M. Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas.

BACKGROUND: 7

This is a final plat of Lot 1 (4 acres) of a 3 lot subdivision. The property is zoned Commercial/IH-20 Overlay District. This lot is being purchased by Trinity Bible Church, the owner of the adjoining property to the east of this lot.

This lot has frontage on IH-20 Service Road and Bankhead Hwy. The lot will be served by the City of Willow Park water system with extension of the 8 inch water main. Fire protection will be provided from fire hydrants installed along the water main. Wastewater service will be provided by a private on-site sewage disposal system.

Development of the lot will require a stormwater drainage study and drainage improvement plans.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Final Plat of Lot 1, Block 1, Porter Addition as presented with the addition of a cross access and fire lane easement.

Planning and zoning Commission recommends approval with the addition of a cross access and fire lane easement. The vote was 4-0.

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: February 25, 2021

Address (if assigned): TBD

Name of Additions: PORTER ADDITION, LOT 1, BLOCK 1

Location of Addition: BANKHEAD HIGHWAY @ INTERSTATE HIGHWAY NO. 20

Number of Lots: 1 Gross Acreage: 4.0 Zoning: _____ # of New Street Intersections: -0-

PROPERTY OWNER:

Name: BASIC DEVELOPERS, LLC

Contact: REX RAMSEY

Address: 206 E. US HIGHWAY 80

Phone: 972-298-3384

City: FORNEY

Fax: _____

State: TX Zip: 75126

Email: rex@forneyfence.com

Signature: 

APPLICANT:

Name: BARRON STARK ENGINEERS, LP

Contact: CHUCK STARK, PE

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: 

SURVEYOR:

Name: BARRON STARK ENGINEERS, LP

Contact: CHUCK STARK, RPLS

Address: 6221 SOUTHWEST BLVD, #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: 

ENGINEER:

Name: BARRON STARK ENGINEERS, LP

Contact: CHARLES F. STARK, PE

Address: 6221 SOUTHWEST BLVD., #100

Phone: 817-296-9550

City: FORT WORTH

Fax: 817-231-8144

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: *Charles Stark*

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:	<u>ONCOR</u>
Water Provider:	<u>CITY OF WILLOW PARK</u>
Wastewater Provider:	<u>CITY OF WILLOW PARK</u>
Gas Provider (if applicable):	<u>TEXAS GAS</u>

APPLICATION FEES

[Handwritten signature]

\$325.00 \$300.00 PLUS ^{\$25}~~\$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: PORTER ADDITION

Applicant: BARRON STARK ENGINEERS, LP

Property Owner(s): BASIC DEVELOPERS, LLC

Location of Addition: BANHEAD HIGHWAY AND INTERSTATE HWY NO 20

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT **STAFF**

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

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

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

IV. REQUIRED DOCUMENTS FOR A REPLAT

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

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

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

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

VII.	ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS	APPLICANT	STAFF
A.	A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat	With Final Plat	OK
B.	A written and notarized statement that all property taxes and assessments have been paid for past years and up to Current date. This statement shall be signed by the owner or owners (original and one copy)	With Final Plat	OK
C.	A written and notarized acknowledgement of the dedication to public use of streets, parks, water courses, drains, easements and other such public places as shown on the plat, and of payments in lieu of certain public dedications. Property designated for schools, churches, hospitals, municipal purposes, and other uses, shall be noted, as well as the conditions and procedures by which such property and monies shall be made available to prospective purchasers or governing bodies. This statement shall be signed by the owner or owners, and all persons having a mortgage or lien interest in the property. (if applicable)	With Final Plat	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: 50 ft.

Rear building setback: 25 ft.

Side building setback: 10 ft.

Side building setback: 10 ft.

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

Does the site include any drainage easements? Yes No

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

Staff Review:

Does the plat include all the required designations? Yes No

Are the setbacks for the building sufficient? Yes No

Are there any easement conflicts? Yes No

Do the proposed easements align with neighboring easements?, Yes No

Are the proposed easements sufficient to provide service? Yes No

Does the proposed project pose any planning concerns? Yes No

SHOW CROSS ACCESS EASEMENTS

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW

Date: 03/09/2021

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes No
If yes, which road? BANKHEAD AND I20

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

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? _____

Is the project serviced by an existing sewer line? Yes No
If yes, what size line? _____

If no, what type and size is the septic system? INDIVIDUAL ON-SITE WASTE WATER SYSTEM

Staff Review:

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

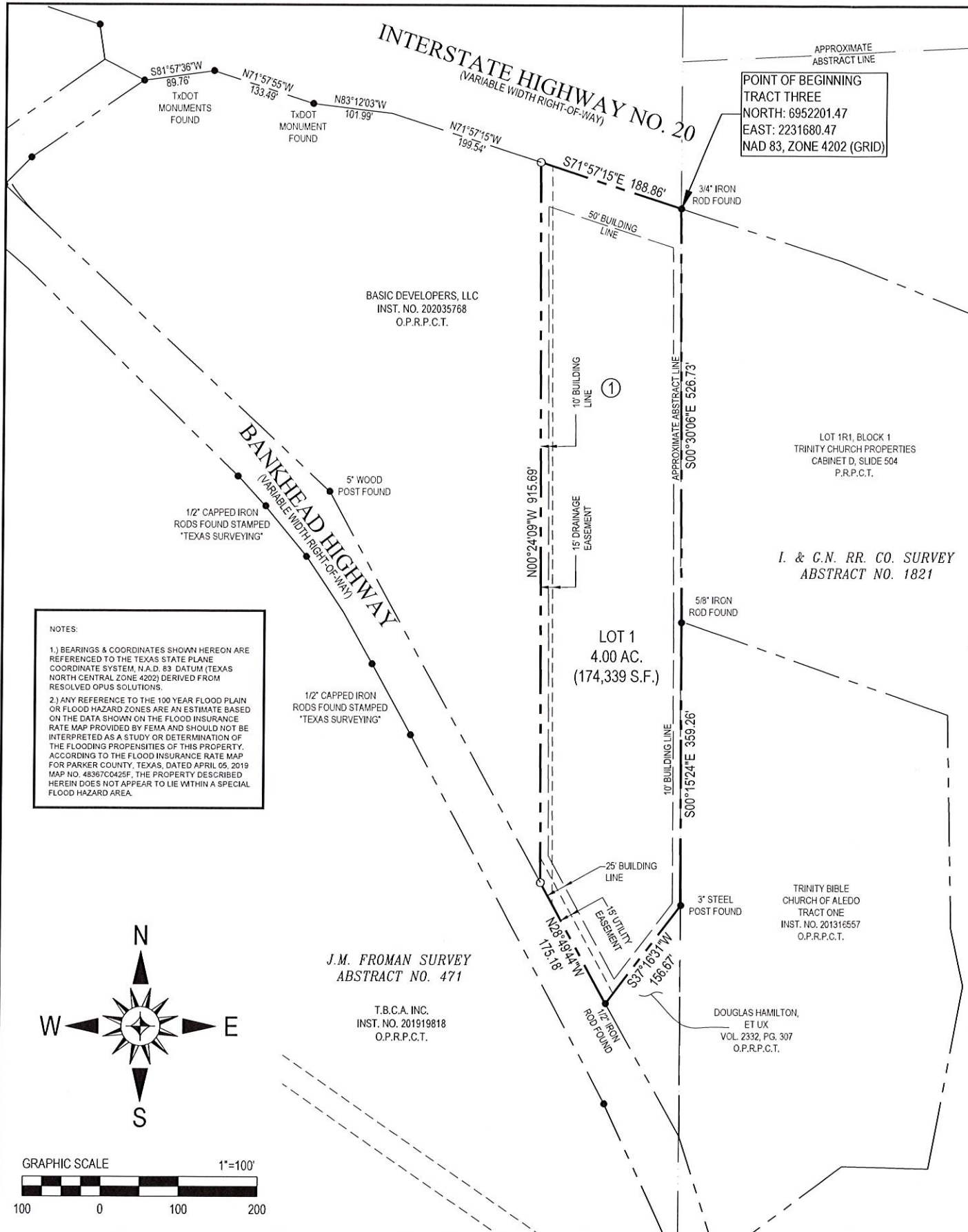
Yes No

Any additional concerns:

8" WATER MAIN EXTENSION BY DEVELOPER

Approved Not Approved Needs More Information or Corrections

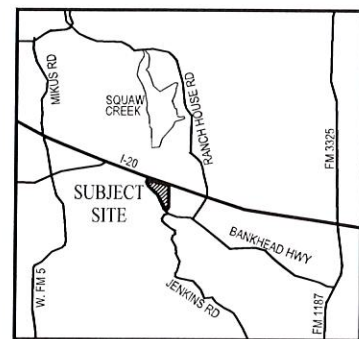
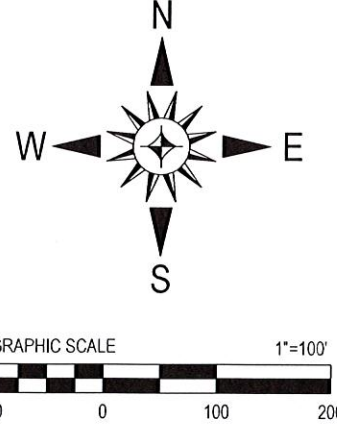
Public Works Approval Signature: MICHELEE GUELKER Date: 03/09/2021



NOTES:

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

2) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, TEXAS, DATED APRIL 05, 2019 MAP NO. 48367C0425F, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.



NOTE:

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

PRELIMINARY NOT TO BE RECORDED FOR ANY PURPOSES

I, Charles F. Stark, a Registered Professional Land Surveyor in the State of Texas, have platted the above subdivision from an actual survey on the ground and all lot corners, angle points, and points of curve shall be properly marked on the ground upon completion of construction, and that this plat correctly represents the survey from which it is made.

Charles F. Stark, RPLS
Texas Registration No. 5084



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

LEGAL DESCRIPTION

BEING a 4.00 acre tract of land situated in the J.M. Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of the Basic Developers, LLC tract as evidenced by deed recorded in Instrument No. 202035768, Deed Records Parker County, Texas and being more particularly described as follows:

- BEGINNING at a found 3/4 inch iron rod in the south line of Interstate Highway 20 for the northwest corner of Lot 1R1, Block 1, Trinity Church Properties, an addition to the City of Willow Park as recorded in Cabinet D, Slide 504, Plat Records Parker County, Texas;
- Thence South 00°30'06" East a distance of 526.73 feet to a found 5/8 inch iron rod;
- Thence South 00°15'24" East a distance of 359.26 feet to a found 3 inch steel fence post;
- Thence South 37°16'31" West a distance of 156.67 feet to a found 1/2 inch iron rod in the northeast line of Bankhead Highway (variable width ROW);
- Thence North 28°49'44" West with the Bankhead Highway northeast line a distance of 175.18 feet to a set 1/2 inch iron rod;
- Thence North 00°24'09" West a distance of 915.69 feet to a set 1/2 inch iron rod in the south line of Interstate Highway 20;
- Thence South 71°57'15" East with the Interstate Highway 20 south line a distance of 188.86 feet to the POINT OF BEGINNING and CONTAINING 4.00 acres, 174,339 square feet of land, more or less.

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

That, Basic Developers, LLC, being the owners of the above described tract of land does hereby certify and adopt this plat designating the herein above described property as Lots 1, Block 1, PORTER ADDITION, an Addition to the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use forever, the streets, easements, and encumbrances shown hereon.

Basic Developers, LLC herein certifies the following:

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

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

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

Witness my hand this _____ day of _____, 2021.

Basic Developers, LLC

Rex Ramsey

STATE OF TEXAS
COUNTY OF PARKER

Before me, the undersigned authority, on this day appeared Rex Ramsey, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
On the _____ day of _____, 2021.

Notary Public in and for the State of Texas

APPROVED BY CITY OF WILLOW PARK

APPROVED BY _____ CITY COUNCIL
CITY OF WILLOW PARK

SIGNED: _____ MAYOR _____ DATE _____

ATTEST: _____ CITY SECRETARY _____ DATE _____

COUNTY CLERK STAMP

Final Plat

Lots 1, Block 1
PORTER ADDITION
An Addition to the City of Willow Park, Parker County, Texas

Being 4.00 Acres Situated in the
J.M. FROMAN SURVEY, Abstract No. 471
City of Willow Park, Parker County, Texas

Barron-Stark Engineers

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

OWNER:
BASIC DEVELOPERS, LLC

206 E. US HIGHWAY 80
FORNEY, TX 75126

FILED FOR RECORD
PARKER COUNTY, TEXAS PLAT RECORD

CABINET _____, SLIDE _____

DATE _____



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Development Services	Presented By: Betty Chew
--	--	------------------------------------

AGENDA ITEM: 8

Accept right of way dedication for Bankhead Hwy. extension and relocation.

BACKGROUND:

The plat for Porter Addition proposes the extension of Bankhead Hwy to connect to the IH-20 Service Road. The attached right of way dedication as shown (Exhibit A-1 and A-2).

The dedicator will construct the Bankhead improvements upon City acceptance of the right of way dedication.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the City Accept the Bankhead Hwy right of way dedication as shown in Exhibit A-1 and A-2 and described by metes and bounds description in Exhibit B-1 and B-2. With the dedicator constructing the right of way improvements.

EXHIBITS:

Right of Way Dedication
Exhibits A-1, A-2, B-1, B-2.

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

CITY OF WILLOW PARK RIGHT-OF-WAY DEDICATION

STATE OF TEXAS §

COUNTY OF PARKER §

For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid by the City of Willow Park (the receipt of which is hereby acknowledged), Bulwark Asset Management, LTD. , whose address is 338 Silver Canyon Road, Fort Worth, Texas 76108, acting by and through John B. Ludwig, Manager of Bulwark, LLC, its General Partner (hereinafter the "Grantor"), being the owner(s) in fee (hereinafter the "Owner") of real property (hereinafter the "Property") located in Parker County, Texas depicted by drawing as set forth in Exhibit "A" and described by metes and bounds description in Exhibit "B", attached hereto and incorporated herein for all purposes of this dedication, does hereby dedicate the Property to the City of Willow Park, Parker County, Texas, whose address is 516 Ranch House Road, Willow Park, Texas 76087 (hereinafter sometimes called the "City") for the use and benefit of the public as a perpetual right-of-way and easement for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the right-of-way and easement area, and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said right-of-way, and including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances of the City of Willow Park, Texas. This dedication shall also include a temporary construction easement of reasonable width to repair, construct and replace the paved road and the utilities contained therein, which may be needed from time to time.

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

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

Dated this 26 day of February, 2021.

BULWARK ASSET MANAGEMENT, LTD.
By: Bulwark, LLC its General Partner

By: 

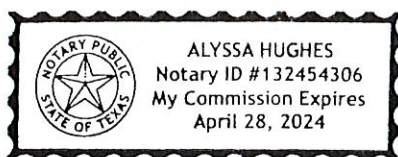
John B. Ludwig, Manager

STATE OF TEXAS §

COUNTY OF PARKER §

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

Given under my hand and seal of office this 21st day of February, 2021.



Alyssa Hughes
Notary Public, State of Texas

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument the ___ day of _____, 2021 from Bulwark Asset Management, LTD. to the City of Willow Park, Texas has been duly accepted subject to all terms and conditions contained therein, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated

Doyle Moss, Mayor
City of Willow Park

Attest:

Alicia Smith, City Secretary

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

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

POINT OF BEGINNING
 NORTH: 6952480.33
 EAST: 2230794.73
 NAD 83, ZONE 4202 (GRID)

INTERSTATE HIGHWAY NO. 20

(VARIABLE WIDTH RIGHT-OF-WAY)

1/2" CAPPED IRON
 RODS FOUND STAMPED
 "TEXAS SURVEYING"

N71°56'29"W
 149.01'

3/8" IRON
 ROD FOUND

J.M. FROMAN SURVEY
 ABSTRACT NO. 471

POINT OF
 COMMENCING

BASIC DEVELOPERS, LLC
 INST. NO. 202035768
 O.P.R.P.C.T.

BULWARK ASSET
 MANAGEMENT, LTD.
 REMAINDER
 TRACT ONE
 INST. NO. 201913260
 O.P.R.P.C.T.

Δ 45°27'45"
 R 330.00'
 L 261.84
 T 138.25
 Ch B N04°48'22"W
 Ch L 255.03'

Δ 39°08'54"
 R 270.00'
 L 184.48
 T 96.01
 Ch B S01°38'57"E
 Ch L 180.91'

BASIC DEVELOPERS, LLC
 SAVE & EXCEPT
 INST. NO. 202035768
 O.P.R.P.C.T.

BULLISH
 HOLDINGS, LLC
 TRACT 2
 INST. NO. 202040039
 O.P.R.P.C.T.

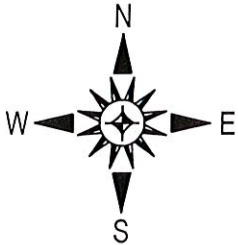
BASIC DEVELOPERS, LLC
 INST. NO. 202035768
 O.P.R.P.C.T.

RIGHT-OF-WAY
 DEDICATION
 0.32 AC.
 (13,865 S.F.)

BANKHEAD HIGHWAY

(VARIABLE WIDTH RIGHT-OF-WAY)

1/2" CAPPED IRON
 RODS FOUND STAMPED
 "TEXAS SURVEYING"



NOTE:
 ○ OPEN CIRCLE INDICATES 1/2" CAPPED
 IRON ROD SET / FOUND STAMPED
 C.F. STARK, RPLS 5084
 ● SOLID CIRCLE INDICATES CONTROL
 MONUMENT FOUND AS LABELED

LINE TABLE		
LINE No.	LENGTH	BEARING
L1	14.92	S17°55'30"W
L2	23.49	S54°52'04"W
L3	44.89	S28°07'19"W
L4	13.47	N17°55'30"E
L5	4.12	S69°04'30"E
L6	55.88	S71°56'29"E

USER: CHUCK STARK
 PLOTTED ON: 2/23/2021 4:47 PM
 FILE NAME: N:\BARRON STARK SWIFT ENG\428 BASIC DEVELOPERS, LLC\9684 - SITE DEVELOPMENT PORTER TRACT\07 SURVEY\DRAWING\428-9684 BANKHEAD HWY ROW DED NO.2.DWG

B
Barron-Stark
 Engineers

6221 Southwest Boulevard, Suite 100
 Fort Worth, Texas 76132
 (O) 817.231.8100 (F) 817.231.8144
 Texas Registered Engineering Firm F-10998
 Texas Registered Survey Firm F-10158603
 www.barronstark.com

Exhibit A-1
 Right-of-Way Dedication Exhibit
 Being 0.32 Acre Situated in the
 J.M. FROMAN SURVEY, Abstract No. 471
 City of Willow Park, Parker County, Texas

PROJECT No. 428-9684

DATE: FEB. 2021

SHEET

1 OF 1

BULWARK ASSET MANAGEMENT, LTD.
TRACT ONE
INST. NO. 201913260
O.P.R.P.C.T.

BASIC DEVELOPERS, LLC
SAVE & EXCEPT
INST. NO. 202035768
O.P.R.P.C.T.

NOTE:

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

POINT OF BEGINNING
NORTH: 6952229.80
EAST: 2230815.35
NAD 83, ZONE 4202 (GRID)

BULLISH HOLDINGS, LLC
TRACT 2
INST. NO. 202040039
O.P.R.P.C.T.

1/2" CAPPED IRON RODS FOUND STAMPED "TEXAS SURVEYING"

BASIC DEVELOPERS, LLC
INST. NO. 202035768
O.P.R.P.C.T.

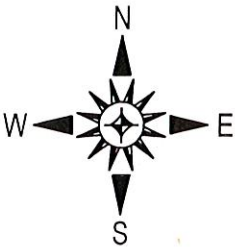
RIGHT-OF-WAY DEDICATION
(172 S.F.)

BULWARK ASSET MANAGEMENT, LTD.
TRACT TWO
INST. NO. 201913260
O.P.R.P.C.T.

J.M. FROMAN SURVEY
ABSTRACT NO. 471

BANKHEAD HIGHWAY
(VARIABLE WIDTH RIGHT-OF-WAY)

S47°03'51"E
507.59'
WOOD POST FOUND



LINE TABLE		
LINE No.	LENGTH	BEARING
L1	7.93	N44°58'46"E

CURVE TABLE					
CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	65.59	270.00	13°55'09"	S40° 06' 16"E	65.43



B
Barron-Stark
Engineers

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

Exhibit A-2
Right-of-Way Dedication Exhibit
Being 172 square feet of land Situated in the
J.M. FROMAN SURVEY, Abstract No. 471
City of Willow Park, Parker County, Texas

PROJECT No. 428-9684
DATE: FEB. 2021
SHEET
1 OF 1

USER: CHUCK STARK
 PLOTTED ON: 2/23/2021 4:50 PM
 FILE NAME: N:\BARRON STARK\SWIFT\ENG\428-9684 - SITE DEVELOPMENT\PORTER TRACT\07 SURVEY\DRAWING\428-9684 BANKHEAD HWY ROW DED NO.1.DWG

RIGHT-OF-WAY DEDICATION
LEGAL DESCRIPTION

BEING 0.32 acre situated in the J.M. FROMAN SURVEY, Abstract No. 471, City of Willow Park, Parker County, Texas, being the remaining portion of that certain tract of land described in deed as Tract One, to Bulwark Asset Management, LTD., recorded in Instrument Number 201913260, Official Public Records, Parker County, Texas, being more particularly described, as follows:

COMMENCING at a 3/8" iron rod found at the intersection of the southwesterly line of Interstate Highway No. 20 (a variable width Right-of-Way) with the northwesterly line of Bankhead Highway (a variable width Right-of-Way), being the most northerly northeast corner of said Bulwark Asset Management, LTD. Tract One;

THENCE N 71°56'29" W, along the southwesterly line of said Interstate Highway No. 20, a distance of 149.01 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the northwest corner of that certain tract of land described in deed to Basic Developers, LLC., recorded in Instrument Number 202035768, Official Public Records, Parker County, Texas, for the northeast corner and POINT OF BEGINNING of the herein described Right-of-Way Dedication tract, said POINT OF BEGINNING having a NAD 83, Zone 4202 (Grid) coordinate value of NORTH: 6952480.33 and EAST: 2230794.73, for reference;

THENCE S 17°55'30" W, leaving the southwesterly line of said Interstate Highway No. 20, along the west line of said Bulwark Asset Management, LTD. Tract One, a distance of 14.92 feet to 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the left, whose radius is 270.00 feet and whose long chord bears S 01°38'57" E, a chord distance of 180.91 feet;

THENCE continuing along the west line of said Bulwark Asset Management, LTD. Tract One, and along said curve, in a southeasterly direction, through a central angle of 39°08'54", an arc distance of 184.48 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northwesterly line of said Bankhead Highway;

THENCE S 54°52'04" W, along the northwesterly line of said Bankhead Highway, a distance of 23.49 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";

THENCE S 28°07'19" W, continuing along the northwesterly line of said Bankhead Highway, a distance of 44.89 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at an east corner of that certain tract of land described in deed as Tract 2, to Bullish Holdings, LLC., recorded in Instrument Number 202040039, Official Public Records, Parker County, Texas, being the southwest corner of the herein described Right-of-Way Dedication tract, and being the beginning of a curve to the right, whose radius is 330.00 feet and whose long chord bears N 04°48'22" W, a chord distance of 255.03 feet;

THENCE along the east line of said Bullish Holdings, LLC. Tract 2 and along said curve, in a northwesterly direction, through a central angle of 45°27'45", an arc distance of 261.84 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084"

THENCE N 17°55'30" E, continuing along the east line of said Bullish Holdings, LLC. Tract 2, a distance of 4.12 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the southwesterly line of said Interstate Highway No. 20, being the northeast corner of said Bullish Holdings, LLC. Tract 2;

THENCE S 69°04'30" E, along the southwesterly line of said Interstate Highway No. 20, a distance of 4.12 feet to a 1/2" capped iron rod found stamped "Texas Surveying";

THENCE S 71°56'29" E, continuing along the southwesterly line of said Interstate Highway No. 20, a distance of 55.88 feet to the POINT OF BEGINNING and containing 0.32 acre (13,865 square feet) of land, more or less.



Charles F Stark
02/23/2021

NOTE:

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

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

USER: CHUCK STARK
PLOTTED ON: 2/23/2021 4:48 PM
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B
Barron-Stark
Engineers

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

Exhibit B-1
Right-of-Way Dedication Exhibit
Being 0.32 Acre Situated in the
J.M. FROMAN SURVEY, Abstract No. 471
City of Willow Park, Parker County, Texas

PROJECT No.	428-9684
DATE:	FEB. 2021
SHEET	
1 OF 1	

RIGHT-OF-WAY DEDICATION
LEGAL DESCRIPTION

BEING 172 square feet of land situated in the J.M. FROMAN SURVEY, Abstract No. 471, City of Willow Park, Parker County, Texas, being a portion of that certain tract of land described in deed as Tract Two, to Bulwark Asset Management, LTD., recorded in Instrument Number 201913260, Official Public Records, Parker County, Texas, being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "Texas Surveying", being at an inner ell corner of the Right-of-Way of Bankhead Highway (a variable width Right-of-Way), at the most west corner of said Bulwark Asset Management, LTD. Tract Two, said BEGINNING point having a NAD 83, Zone 4202 (Grid) coordinate value of NORTH: 6952229.80 and EAST: 2230815.35, for reference;

THENCE N 44°58'46" E, along a southeasterly line of said Bankhead Highway, being the northwesterly line of said Bulwark Asset Management, LTD. Tract Two, a distance of 7.93 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" for the north corner of the herein described Right-of-Way Dedication tract, being in the southwesterly line of that certain tract of land described in deed to Basic Developers, LLC, recorded in Instrument Number 202035768, Official Public Records, Parker County, Texas, and being at the beginning of a curve to the left, whose radius is 270.00 feet and whose long chord bears S 40°06'16" E, a chord distance of 65.43 feet, from which a 1/2" capped iron rod found stamped "Texas Surveying" bears N 44°58'46" E, a distance of 41.11 feet for reference;

THENCE along the southwesterly line of said Basic Developers, LLC, and along said curve in a southeasterly direction, through a central angle of 13°55'09", an arc distance of 65.59 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" in the northeasterly line of said Bankhead Highway, from which a wood post found bears S 47°03'51" E, a distance of 507.59 feet, for reference;

THENCE N 47°03'51" W, along the northeasterly line of said Bankhead Highway, a distance of 65.23 feet to the POINT OF BEGINNING and containing 172 square feet of land, more or less.



Charles F Stark
02/23/2021

NOTE:

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

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



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

Exhibit B-2
Right-of-Way Dedication Exhibit
Being 172 square feet of land Situated in the
J.M. FROMAN SURVEY, Abstract No. 471
City of Willow Park, Parker County, Texas

PROJECT No. 428-9684

DATE: FEB. 2021

SHEET

1 OF 1

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FILE NAME: N:\BARRON STARK SWIFT ENG\428 - BASIC DEVELOPERS, LLC\9684 - SITE DEVELOPMENT PORTER TRACT\107 SURVEY\DRAWING\428-9684 BANKHEAD HWY ROW.DED NO.1.DWG



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Administrative	Presented By: B. Grimes
--	--------------------------------------	-----------------------------------

AGENDA ITEM

To consider and act The City Council may consider setting a public hearing to consider the land use assumptions (Future Land Use Plan) and capital improvement plan prior to the institution of any stormwater impact fee.

BACKGROUND:

A public hearing on this matter must be scheduled in order to proceed.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval

EXHIBITS:

2020 Stormwater Impact Fee Study
Resolution 2021.0413
Future land Use map

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	



2020 STORMWATER IMPACT FEE STUDY

CITY OF WILLOW PARK, TEXAS

AUGUST 2020

Prepared by:



Weatherford Office Address:

1508 Santa Fe Drive, Suite 203

Weatherford, Texas 76086

(817) 594-9880

www.jacobmartin.com

Firm F-2448



1508 Santa Fe, Suite 203 – Weatherford, Tx 76086
www.jacobmartin.com – (817)594-9880



516 Ranch House Rd – Willow Park, Texas 76087
www.willowpark.org – (817)441-7108

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- Appendix A - Texas Municipal Code Governing Impact Fees
- Appendix B - Existing Land Use Plan
- Appendix C - Future Land Use Plan
- Appendix D - Impervious Area Data
- Appendix E - Proposed Capital Improvements



Acknowledgements

During the course of this rate study, key City staff members expended considerable time and effort in assisting with this study. These employees included Bryan Grimes, Toni Moore, and many others. We sincerely thank these individuals for their hard work, dedication and professionalism, without whom this study would not have been successfully completed.

Jacob and Martin has relied upon the extensive data supplied by the City. Thus, the integrity of the study is largely dependent upon the accuracy of the data contained herein. Every effort has been made by Jacob and Martin to validate and confirm the information contained herein prior to the preparation of the final study documents. This report presents no assurance or guarantee that the forecast contained herein will be consistent with actual results or performances. This report represents forecasts based on a series of assumptions about future behavior, and are not guarantees. Any changes in assumptions or actual events may result in significant revisions to the forecast and its conclusions. The cash flow projections and debt service coverage calculations are not intended to present overall financial positions, results of operations, and/or cash flows for the periods indicated, which is in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants.



Section 1

Executive Summary



1.1 General Background

The State of Texas defines impact fees as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development” and has rules in place regarding municipal impact fees. “*Local Government Code/Title 12. Planning and Development/Subtitle C. Planning and Development Provisions Applying to More than One type of Local Government/Chapter 395. Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments*” governs how a municipality can create and maintain impact fees. A copy of these regulations is included in Appendix A.

Texas State rules mandate that an impact fee analysis is required before impact fees are set. Section 395 also requires that the analysis be updated, at a minimum, every five years with respect to land use assumptions and capital improvement plans (CIPs).

This purpose of this study is to explain the methodology used to analyze and create stormwater impact fees for the City of Willow Park. It is believed that all requirements of the Texas Local Government Code Section 395, for the establishment of stormwater impact fees, have been satisfied by this study.

The statutory authority for impact fees, was established by the Texas Legislature in 1987. These state laws provide for the means to allow municipalities to lessen the impact that growth has on their existing systems and to allow a viable way to place some of the burden of this growth on future new development.

The following is a summary of the key regulations and components of a municipal impact fee system, under the current Chapter 395 regulations.

- The time period that the impact fee and land use assumptions must be updated is a minimum of 5 years.
- The impact fee must be based on capital improvements necessary for growth during a specific time period; typically, no longer than 10 years.
- A public hearing is required to discuss land use assumptions and capital improvements.
- A public hearing is required to discuss any adoption of impact fees.



- A 50% credit is applied to the total cost of growth per service unit during the 10-year time period to account for revenue generated by sales for the service provider. The 50% credit is the maximum allowable fee that can be collected from new development unless the service provider performs a credit analysis to determine if a higher than 50% credit is applicable.

Impact fees can be used to pay for:

- Construction contract price
- Surveying and Engineering fees
- Land and easement acquisition costs
- Fees paid to the consultant preparing or updating the CIP
- Projected interest charges and other finance costs for facilities expansions identified in the CIP

Impact fees cannot be used to pay for:

- Construction, acquisition or expansion of public facilities or assets other than capital improvements or facility expansions identified in the CIP
- Repair, operation, or maintenance of existing or new capital improvements or facility expansions
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing developments
- Administrative and operating costs
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

The impact fee analysis prepared follows the general set of procedures in Subchapter B of Chapter 395, Authorization of Impact Fee. The impact fee analysis involves determining the utilization of existing and proposed projects, as defined by the capital improvements plan, required to serve new development over a reasonable time period, not to exceed 10 years.



Section 2

Land Use Assumptions



2.1 Purpose

Chapter 395 of the Texas Local Government Code describes the process by which cities in Texas must formulate the development of impact fees. To assist the City of Willow Park in determining the need and timing of capital improvements to serve future development, a reasonable estimation of future growth is required.

For the purposes of determining an impact fee structure, growth and development projections were formulated based on assumptions pertaining to the type, location, quantity, and timing of various future land uses in the community. The purpose of this section of the study is to establish and document the methodology used for preparing the growth and land use assumptions for the City of Willow Park. These land use assumptions, which include population projections, will become the basis for the preparation of impact fees for the stormwater capital improvement plans for the City of Willow Park.

2.2 Elements of the Land Use Assumptions

This section contains:

- A. Explanation of the general methodology used to prepare the land use assumptions.
- B. Historical data analysis.
- C. Base year data – Information on population and land use for the City of Willow Park, December 2019.
- D. Future 10-Year data - Information on population and land use for the City of Willow Park in the year 2029.
- E. Land use – Maps of current and future land use for the City of Willow Park.

2.3 Methodology

The land use assumptions and future growth projections take into account several factors influencing development patterns, including:

- Type, density and quantity of existing development
- Existing zoning patterns
- Current growth trends



- Location and configuration of vacant land
- Availability of land for residential growth

The data used to compile these land use assumptions was obtained from the City of Willow Park. The 10-year growth projections were calculated based upon reasonable growth rates using past absorption rates and development proposals known or approved by the City, as well as population projection data. Using the growth assumptions and capital improvements needed to support growth, it is possible to develop an impact fee structure that fairly allocates improvement costs to growth areas in relationship to their impact on the entire infrastructure system.

2.4 Base Data (Year 2019)

In any evaluation and projection of future land use patterns, a documentation of existing conditions is essential. Existing land use patterns for the City of Willow Park were provided by the City staff. This information will serve as a basis for future growth. Appendix B contains the existing land use plan for the City of Willow Park. Table 2 below represents a summary of existing land use assumptions for the City, as taken from the comprehensive plan.

Table 2: Current Land Use and Population Data

Land Use	Within City Limits	
	Acreage	Population
Residential	2,243	5,855
Commercial/Industrial	322	-

2.5 Growth Assumptions

Growth assumptions were characterized and based on population to arrive at a reasonable growth rate. The following assumptions have been made as a basis from which a 10-year projection can be made.

- Future land uses were developed by reviewing historical and current development patterns and input from the City of Willow Park staff on new and proposed developments.



- B. Land use assumptions are based on the adopted zoning regulations and current market trends. The land use assumptions were reviewed by Jacob and Martin and the City.

2.6 10-Year Projections (Year 2029)

The projected 10-year population was developed using projection data from the Texas Water Development Board and the land use assumptions provided by the City. The projection is shown in Table 3 and was based on the comprehensive plan and the following criteria:

- Future land uses will occur as identified on the Future Land Use Plan, as shown in Appendix C.
- The City will be able to finance the necessary improvements to accommodate growth.
- Population densities will be similar to existing development.

Table 3: Projected Land Use and Population Data

Land Use	Within City Limits	
	Acreage	Population
Residential	5,092	7,954
Non-Residential	772	-

2.7 Land Use Summary

The following is a bulleted summary of the land use assumptions for this study:

- The 2019 estimated population of the City of Willow Park is 5,855.
- The current, existing commercial/industrial, acreage is approximately 322 acres.
- The 2029 population projection for the City of Willow Park is 7,984.
- The projected 2029 commercial/industrial acreage is approximately 772 acres.
- Buildout will occur beyond the year 2029.

Section 3

Stormwater Impact Fee Analysis



3.1 Stormwater Impact Fee Analysis

Stormwater impact fees are based on the capital costs a city incurs to provide the stormwater collection system to serve development in the next 10 years and the service units added during that same time period. The impact fee analysis for the stormwater system is based on existing and future capital improvements plans already budgeted for, as well as proposed capital improvement plans developed in this report.

3.2 Stormwater Demand

Unlike traditional utilities, stormwater is not a demand-based utility. The stormwater usage is estimated primarily on land use. Existing and future land use within the City was taken from the adopted Comprehensive Plan and Capital Improvements Plan.

3.3 Populations

Table 4 below shows the population projections for the City of Willow Park. One can assume that as population increases the amount of pervious area within the City will decrease, due to new development. The table shows that in the next 30 years the City is expected to experience a 4% increase in population per year.

Table 4: Population Projections

Year	Estimated Population
2010	3,779
2011	3,885
2012	4,003
2013	4,131
2014	4,305
2015	4,804
2016	5,083
2017	5,314
2018	5,416
2019	5,855
2020	6,323
2025	7,598
2030	7,954
2035	9,256
2040	10,771
2045	12,535
2050	14,587

This stormwater system population, as well as land use, was used to establish stormwater flows, which are used to size proposed system improvements.

3.4 Stormwater Capital Improvements

Proposed stormwater system projects were developed as part of the master drainage plan prepared in 2019. These projects, less the ones that have been completed, have been tabulated below.

A summary of the costs for each of the projects, required for the 10-year growth period used in the impact fee analysis for the stormwater system, are shown Table 5.

The 2019 percent utilization, used in Table 5, is relative to the pipe diameter and population. The 2029 percent utilization, used in Table 5, is relative to the 10-year population and future pipe diameter. The growth rate, for the 2019-2029 time period, is impact eligible through growth for drainage infrastructure. The cost per linear foot information that was provided in the cost allocation tables and was developed using current project pricing, for the North Central Texas area. In addition to the base cost information,



5% was added for mobilization, 20% was added for contingencies, and 25% was added for engineering, surveying and construction inspection fees.

The 2019 percent utilization is the portion of a project's capacity required to serve existing development and is not included in the impact fee analysis. The 2029 percent utilization is the portion of the project's capacity that will be required to serve the City of Willow Park in 2029. The 2019-2029 percent utilization is the portion of the project's capacity required to serve development from 2019 to 2029. The portion of a project's total cost that is used to serve development projected to occur from 2019 through 2029 is calculated as the total actual cost multiplied by the 2019 to 2029 percent utilization. Only this portion of the cost is used in the impact fee analysis. A map of the proposed 10-year stormwater projects is located Appendix D.



Table 5: Cost Allocation for Proposed Capital Improvements

CIP #	Location	Structure	Existing Size (in)	Length (ft)	Upsize to/Add	CIP (\$/LF)	Extended Piping Cost	Pavement (SY)	Pavement (\$/SY)	Extended Pavement Cost	Total Est. Cost	Percent Utilization			Impact Fee Eligible
												2019	2029	2019-2029	
1	White Settlement Rd	22.1	3-24"	30	8'x15' RCB	\$ 2,500.00	\$ 82,500.00	60.00	\$ 75.00	\$ 4,500.00	\$ 217,500.00	5%	98%	93%	\$ 202,275.00
2	Emsley Dr	U-16	24"	35	7'x7'	\$ 900.00	\$ 34,650.00	50.00	\$ 75.00	\$ 3,750.00	\$ 96,000.00	24%	73%	49%	\$ 47,040.00
3	El Chico Trl	6.42	2-48"	40	48"	\$ 350.00	\$ 15,400.00	30.00	\$ 75.00	\$ 2,250.00	\$ 44,125.00	28%	93%	65%	\$ 28,681.25
4	Surrey Ln	6.21	2-48"	40	36"	\$ 250.00	\$ 11,000.00	20.00	\$ 75.00	\$ 1,500.00	\$ 31,250.00	33%	93%	60%	\$ 18,750.00
5	Scenic Trl	5.34	2-55"	55	6'x6'	\$ 750.00	\$ 45,375.00	55.00	\$ 75.00	\$ 4,125.00	\$ 123,750.00	39%	93%	54%	\$ 66,825.00
6	Ranch House Rd	19.33	66"	55	36"	\$ 250.00	\$ 15,125.00	30.00	\$ 75.00	\$ 2,250.00	\$ 43,437.50	28%	53%	25%	\$ 10,859.38
7	Sam Bass & Pleasant Ridge	Culvert and Channel Improvements									\$ 275,000.00	33%	93%	60%	\$ 165,000.00
8	133 Sam Bass Rd	36" RCP and Channel Improvements									\$ 30,000.00	48%	58%	10%	\$ 3,000.00
9	I-20 and Chuckwagon Trl	Channel Improvements									\$ 130,000.00	28%	73%	45%	\$ 58,500.00
10	Valley Ct and El Chico Trl	Channel Improvements									\$ 500,000.00	24%	100%	76%	\$ 380,000.00
11	Castlemount	Culvert and Channel Improvements									\$ 100,000.00	28%	64%	36%	\$ 36,000.00
12	Vista Dr	Culvert and Channel Improvements									\$ 200,000.00	30%	63%	33%	\$ 66,000.00
13	Live Oak	Culvert and Channel Improvements									\$ 80,000.00	29%	64%	35%	\$ 28,000.00
14	Cedar Elm Dr	19.12	12"	25	24"	\$ 180.00	\$ 4,950.00	15.00	\$ 75.00	\$ 1,125.00	\$ 15,187.50	30%	63%	33%	\$ 5,011.88
15	Stagecoach Trl	6.56	12"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	27%	93%	66%	\$ 7,771.50
16	Chaparral Ct	6.100	12"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	29%	93%	64%	\$ 7,536.00
17	Willow Park Dr	6.5	12"	50	18"	\$ 150.00	\$ 8,250.00	25.00	\$ 75.00	\$ 1,875.00	\$ 25,312.50	38%	53%	15%	\$ 3,796.88
18	Appaloosa/Tumbleweed	5.81	12"	35	24"	\$ 180.00	\$ 6,930.00	16.00	\$ 75.00	\$ 1,200.00	\$ 20,325.00	30%	93%	63%	\$ 12,804.75
19	Live Oak Ct	5.64	12"	35	30"	\$ 200.00	\$ 7,700.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,000.00	24%	54%	30%	\$ 6,900.00
20	Cook Rd	21.2	12"	30	30"	\$ 200.00	\$ 6,600.00	20.00	\$ 75.00	\$ 1,500.00	\$ 20,250.00	26%	58%	32%	\$ 6,480.00
21	Cook Rd	21.3	18"	30	30"	\$ 200.00	\$ 6,600.00	20.00	\$ 75.00	\$ 1,500.00	\$ 20,250.00	28%	58%	30%	\$ 6,075.00
22	Ranch House/Canyon Ct	5.3	12"	40	30"	\$ 200.00	\$ 8,800.00	25.00	\$ 75.00	\$ 1,875.00	\$ 26,687.50	25%	93%	68%	\$ 18,147.50
23	Cook Rd	21.12	15"	35	18"	\$ 150.00	\$ 5,775.00	16.00	\$ 75.00	\$ 1,200.00	\$ 17,437.50	29%	50%	21%	\$ 3,661.88
24	Crown Rd	19.19	15"	35	18"	\$ 150.00	\$ 5,775.00	16.00	\$ 75.00	\$ 1,200.00	\$ 17,437.50	28%	83%	55%	\$ 9,590.63
25	Post Oak Ct	19.27	15"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	29%	84%	55%	\$ 6,476.25
26	Fox Hunt Trl	6.108	15"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	27%	93%	66%	\$ 17,176.50
27	Live Oak Rd	20.56	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	25%	58%	33%	\$ 7,771.50
28	Queensway Rd	10.40	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	9%	33%	24%	\$ 5,652.00
29	Royal View Dr	10.36	15"	40	36"	\$ 250.00	\$ 11,000.00	25.00	\$ 75.00	\$ 1,875.00	\$ 32,187.50	10%	34%	24%	\$ 7,725.00
30	Clearfork Cir	12.114	15"	25	24"	\$ 180.00	\$ 4,950.00	12.00	\$ 75.00	\$ 900.00	\$ 14,625.00	30%	54%	24%	\$ 3,510.00
31	Squaw Creek Rd	17.39	15"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	20%	73%	53%	\$ 13,793.25
32	Queensway Rd	16.21	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	60%	72%	12%	\$ 2,826.00
33	Regent Row	15.110	15"	40	36"	\$ 250.00	\$ 11,000.00	25.00	\$ 75.00	\$ 1,875.00	\$ 32,187.50	50%	68%	18%	\$ 5,793.75
34	Queensway Rd	10.41	15"	40	24"	\$ 180.00	\$ 7,920.00	18.00	\$ 75.00	\$ 1,350.00	\$ 23,175.00	10%	48%	38%	\$ 8,806.50
35	Kings Gate/Royal View	10.37	15"	40	42"	\$ 300.00	\$ 13,200.00	35.00	\$ 75.00	\$ 2,625.00	\$ 39,562.50	9%	49%	40%	\$ 15,825.00
36	Queensway Rd	10.49	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	11%	48%	37%	\$ 8,713.50

CIP #	Location	Structure	Existing Size (in)	Length (ft)	Upsize to/Add	CIP (\$/LF)	Extended Piping Cost	Pavement (SY)	Pavement (\$/SY)	Extended Pavement Cost	Total Est. Cost	2019	2029	2019-2029	Impact Fee Eligible
37	Vista Dr	21.30	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	28%	73%	45%	\$ 9,483.75
38	Vista Dr	20.29	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	29%	74%	45%	\$ 10,597.50
39	Nichols Rd	20.7	18"	30	30"	\$ 200.00	\$ 6,600.00	18.00	\$ 75.00	\$ 1,350.00	\$ 19,875.00	30%	73%	43%	\$ 8,546.25
40	Cook Rd	20.44	18"	35	24"	\$ 180.00	\$ 6,930.00	18.00	\$ 75.00	\$ 1,350.00	\$ 20,700.00	30%	74%	44%	\$ 9,108.00
41	Buena Vista Dr	20.60	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	29%	73%	44%	\$ 10,362.00
42	Squaw Creek Rd	13.21	18"	35	36"	\$ 250.00	\$ 9,625.00	22.00	\$ 75.00	\$ 1,650.00	\$ 28,187.50	27%	53%	26%	\$ 7,328.75
43	Jeri Ridge	6.14	18"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	28%	93%	65%	\$ 16,916.25
44	Russell Rd	12.19	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	36%	83%	47%	\$ 9,905.25
45	Cook Ct	19.35	18"	25	36"	\$ 250.00	\$ 6,875.00	15.00	\$ 75.00	\$ 1,125.00	\$ 20,000.00	30%	73%	43%	\$ 8,600.00
46	Kings Gate Rd	10.22	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	39%	53%	14%	\$ 3,297.00
47	Peach Dr	U-28	18"	35	24"	\$ 180.00	\$ 6,930.00	21.00	\$ 75.00	\$ 1,575.00	\$ 21,262.50	32%	78%	46%	\$ 9,780.75
48	Misty Meadow Dr	12.140	2-18"	35	24"	\$ 180.00	\$ 6,930.00	21.00	\$ 75.00	\$ 1,575.00	\$ 21,262.50	35%	79%	44%	\$ 9,355.50
49	Bluff View Dr	15.5	18"	35	24"	\$ 180.00	\$ 6,930.00	18.00	\$ 75.00	\$ 1,350.00	\$ 20,700.00	33%	84%	51%	\$ 10,557.00
50	Willow Crest Dr	14.45	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	28%	83%	55%	\$ 11,591.25
51	Fairway Dr	14.16	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	14%	90%	76%	\$ 16,017.00
52	Stagecoach/Willow Park Dr	6.64	18"	35	30"	\$ 200.00	\$ 7,700.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,000.00	24%	94%	70%	\$ 16,100.00
53	Ranch House Rd	19.2	18"	25	24"	\$ 180.00	\$ 4,950.00	15.00	\$ 75.00	\$ 1,125.00	\$ 15,187.50	5%	83%	78%	\$ 11,846.25
54	Crown Rd	21.25	24"	35	36"	\$ 250.00	\$ 9,625.00	25.00	\$ 75.00	\$ 1,875.00	\$ 28,750.00	5%	84%	79%	\$ 22,712.50
55	Vista Dr	21.59	24"	35	42"	\$ 300.00	\$ 11,550.00	25.00	\$ 75.00	\$ 1,875.00	\$ 33,562.50	24%	74%	50%	\$ 16,781.25
56	Stagecoach/Chaparral Ct	6.69	24"	15	36"	\$ 250.00	\$ 4,125.00	12.00	\$ 75.00	\$ 900.00	\$ 12,562.50	20%	88%	68%	\$ 8,542.50
57	Surrey Ct	5.106	24"	45	36"	\$ 250.00	\$ 12,375.00	25.00	\$ 75.00	\$ 1,875.00	\$ 35,625.00	25%	68%	43%	\$ 15,318.75
58	Stagecoach/Pitchfork Trl	7.28	24"	45	36"	\$ 250.00	\$ 12,375.00	25.00	\$ 75.00	\$ 1,875.00	\$ 35,625.00	37%	73%	36%	\$ 12,825.00
59	Ranch House/Bankhead	4.10	2-24"	55	42"	\$ 300.00	\$ 18,150.00	40.00	\$ 75.00	\$ 3,000.00	\$ 52,875.00	25%	100%	75%	\$ 39,656.25
60	White Settlement Rd	22.7	24"	35	36"	\$ 250.00	\$ 9,625.00	22.00	\$ 75.00	\$ 1,650.00	\$ 28,187.50	5%	98%	93%	\$ 26,214.38
61	Pitchfork Trl	7.8	24"	30	36"	\$ 250.00	\$ 8,250.00	18.00	\$ 75.00	\$ 1,350.00	\$ 24,000.00	40%	74%	34%	\$ 8,160.00
62	Crown Ln	11.13	24"	20	42"	\$ 300.00	\$ 6,600.00	15.00	\$ 75.00	\$ 1,125.00	\$ 19,312.50	15%	73%	58%	\$ 11,201.25
63	Willow Crest Dr	14.59	24"	40	30"	\$ 200.00	\$ 8,800.00	25.00	\$ 75.00	\$ 1,875.00	\$ 26,687.50	29%	88%	59%	\$ 15,745.63
64	Live Oak/Crown Rd	20.56	30"	60	48"	\$ 350.00	\$ 23,100.00	50.00	\$ 75.00	\$ 3,750.00	\$ 67,125.00	24%	84%	60%	\$ 40,275.00
65	Fairway Dr	14.93	30"	35	36"	\$ 250.00	\$ 9,625.00	20.00	\$ 75.00	\$ 1,500.00	\$ 27,812.50	35%	54%	19%	\$ 5,284.38
66	Saddle Trl	9.6	30"	45	42"	\$ 300.00	\$ 14,850.00	35.00	\$ 75.00	\$ 2,625.00	\$ 43,687.50	39%	83%	44%	\$ 19,222.50
67	Squaw Creek Rd	U-9	36"	35	42"	\$ 300.00	\$ 11,550.00	32.00	\$ 75.00	\$ 2,400.00	\$ 34,875.00	15%	63%	48%	\$ 16,740.00
68	Squaw Creek/Royal View Dr	13.18	36"	45	42"	\$ 300.00	\$ 14,850.00	35.00	\$ 75.00	\$ 2,625.00	\$ 43,687.50	24%	58%	34%	\$ 14,853.75
69	Squaw Creek Rd	U-11	None	35	30"	\$ 200.00	\$ 7,700.00	22.00	\$ 75.00	\$ 1,650.00	\$ 23,375.00	30%	50%	20%	\$ 4,675.00
70	Stormwater Fee Studies										\$ 40,000.00		100%	100%	\$ 40,000.00

TOTAL \$ 3,329,162.50 \$ 1,800,376.50

3.5 Service Units

The maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period.

To find the number of stormwater service units, the existing land use is multiplied by a coefficient to approximate the impervious area. For this study, the Rational Method runoff coefficient was used. For residential properties, a value of 0.5 was used. For commercial/industrial properties, a value of 0.8 was used. The coefficients are assumed to remain the same during the study period. For the purposes of the stormwater impact fee analysis, a stormwater service account is defined as 1,000 square feet of impervious cover. After the impervious area is calculated, then the number of square feet, divided by 1,000 equals the approximate number of service units.

Out of the 50 single family homes sampled in this study, the average impervious area was 6,718 square feet. Out of the 50 commercial properties sampled in this study, the average impervious area was 62,274 square feet. Out of the 10 institutional properties sampled in this study, the average impervious area was 138,354 square feet. The data compiled from the sampled properties was used to statistically determine the projected revenue. A detailed breakdown of the impervious area data is included in Appendix D. The following table shows the projected number of service units during the 10 year period.

Table 6: Projected Stormwater Service Units for 2019-2029

Land Use Classificaton	Existing Area (2019) ac	Existing Runoff Coefficient	2019 Impervious Area sq. ft.	Future Runoff Coefficient	2029 Impervious Area sq. ft.	2019-2029 Difference sq. ft.	# of Service Units
Residential	2,243	0.5	48,852,540	0.5	69,536,280	20,683,740	20,684
Commercial	322	0.8	11,221,056	0.8	16,448,256	5,227,200	5,227

TOTAL 25,911

As mentioned, for stormwater projections, the total account values are based on change in land use from 2019 to 2029, with a unit size of 1,000 square feet.



Section 4

Conclusion and Recommendations



4.1 Impact Fee Calculations

The maximum impact fee that can be levied is equal to the projected capital cost required to serve 10-year development divided by the projected 10-year growth in stormwater service accounts.

The total projected costs include the projected capital improvement costs to serve the 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the capital improvements plan.

The costs for stormwater include the following:

- Total Stormwater Capital Improvement Costs (all costs): \$3,329,000
- Total Eligible Stormwater Costs (new development eligible): \$1,800,376
- Total Stormwater Impact Fee Credit (50%): \$900,188

The total eligible cost associated with the existing and proposed stormwater system improvements to meet projected growth over the next ten years is \$1,800,376. The increase in the number of service units due to growth over the next ten years is projected as 25,911 stormwater units.

$$\begin{aligned}
 \text{Maximum Stormwater Impact Fee With Credit} &= (\text{Total Eligible Costs} - \text{Credit}) / (\text{10-Year Growth in Service Units}) \\
 &= (\$1,800,376 - \$900,188) / (25,911 \text{ Stormwater Service Units}) \\
 &= \mathbf{\$34.74 \text{ per Stormwater Service Unit (1,000 sq. ft. impervious area)}}
 \end{aligned}$$

\$34.74 is the recommended base Stormwater Impact Fee for the City of Willow Park.

Appendix A

Texas Municipal Code Governing Impact Fees



LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE
THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL
GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or

payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system,

including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, Sec. 1(e), eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 345, Sec. 1, eff. Sept. 1, 2001.

SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

Sec. 395.011. AUTHORIZATION OF FEE. (a) Unless otherwise specifically authorized by state law or this chapter, a

governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.012. ITEMS PAYABLE BY FEE. (a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

- (1) construction contract price;
- (2) surveying and engineering fees;
- (3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
- (4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter,

the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, Sec. 1, eff. May 16, 1995.

Sec. 395.013. ITEMS NOT PAYABLE BY FEE. Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the

political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.014. CAPITAL IMPROVEMENTS PLAN. (a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the

ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.015. MAXIMUM FEE PER SERVICE UNIT. (a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a

reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 3, eff. Sept. 1, 2001.

Sec. 395.016. TIME FOR ASSESSMENT AND COLLECTION OF FEE.

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted

after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date or occurrence provided in this

section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, Sec. 52, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 345, Sec. 4, eff. Sept. 1, 2001.

Sec. 395.017. ADDITIONAL FEE PROHIBITED; EXCEPTION. After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.018. AGREEMENT WITH OWNER REGARDING PAYMENT. A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.019. COLLECTION OF FEES IF SERVICES NOT AVAILABLE. Except for roadway facilities, impact fees may be assessed but may

not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.020. ENTITLEMENT TO SERVICES. Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.021. AUTHORITY OF POLITICAL SUBDIVISIONS TO SPEND

FUNDS TO REDUCE FEES. Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.022. AUTHORITY OF POLITICAL SUBDIVISION TO PAY FEES. (a) Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

(b) A school district is not required to pay impact fees imposed under this chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board of trustees considers advisable to provide for the payment of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 250 (S.B. 883), Sec. 1, eff. May 25, 2007.

Sec. 395.023. CREDITS AGAINST ROADWAY FACILITIES FEES. Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.024. ACCOUNTING FOR FEES AND INTEREST. (a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of

the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.025. REFUNDS. (a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section [395.019](#)(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section [302.002](#), Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this

section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, Sec. 37, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

Sec. 395.041. COMPLIANCE WITH PROCEDURES REQUIRED. Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN. The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section [395.014](#).

Added by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.042. HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description

of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.044. NOTICE OF HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. (a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.045. APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL

IMPROVEMENTS PLAN REQUIRED. (a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.0455. SYSTEMWIDE LAND USE ASSUMPTIONS. (a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(b), eff. Aug. 28, 1989.

Sec. 395.047. HEARING ON IMPACT FEE. On adoption of the

land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.049. NOTICE OF HEARING ON IMPACT FEE. (a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;

(4) the amount of the proposed impact fee per service unit; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28,

1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON IMPACT FEES. The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.051. APPROVAL OF IMPACT FEE REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 6, eff. Sept. 1, 2001.

Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.054. HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.055. NOTICE OF HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. (a) The notice and hearing procedures prescribed by Sections [395.044](#)(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against

the update.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 7, eff. Sept. 1, 2001.

Sec. 395.056. ADVISORY COMMITTEE COMMENTS ON AMENDMENTS. The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.057. APPROVAL OF AMENDMENTS REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0575. DETERMINATION THAT NO UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES IS NEEDED.

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions,

capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE
LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS
PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing

address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(d), eff. Aug. 28, 1989.

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political

subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

SUBCHAPTER D. OTHER PROVISIONS

Sec. 395.071. DUTIES TO BE PERFORMED WITHIN TIME LIMITS. If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the

nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.072. RECORDS OF HEARINGS. A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.073. CUMULATIVE EFFECT OF STATE AND LOCAL RESTRICTIONS. Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.074. PRIOR IMPACT FEES REPLACED BY FEES UNDER THIS CHAPTER. An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.075. NO EFFECT ON TAXES OR OTHER CHARGES. This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.076. MORATORIUM ON DEVELOPMENT PROHIBITED. A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee. Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 441, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.077. APPEALS. (a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.078. SUBSTANTIAL COMPLIANCE WITH NOTICE

REQUIREMENTS. An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.079. IMPACT FEE FOR STORM WATER, DRAINAGE, AND FLOOD CONTROL IN POPULOUS COUNTY. (a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 669, Sec. 107, eff.

Sept. 1, 2001.

Sec. 395.080. CHAPTER NOT APPLICABLE TO CERTAIN WATER-RELATED SPECIAL DISTRICTS. (a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 11.257, eff. Sept. 1, 1995.

Sec. 395.081. FEES FOR ADJOINING LANDOWNERS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality with a population of 115,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner

whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, Sec. 1, eff. June 19, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1043 (H.B. 3111), Sec. 5, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. 2702), Sec. 100, eff. September 1, 2011.

Appendix B

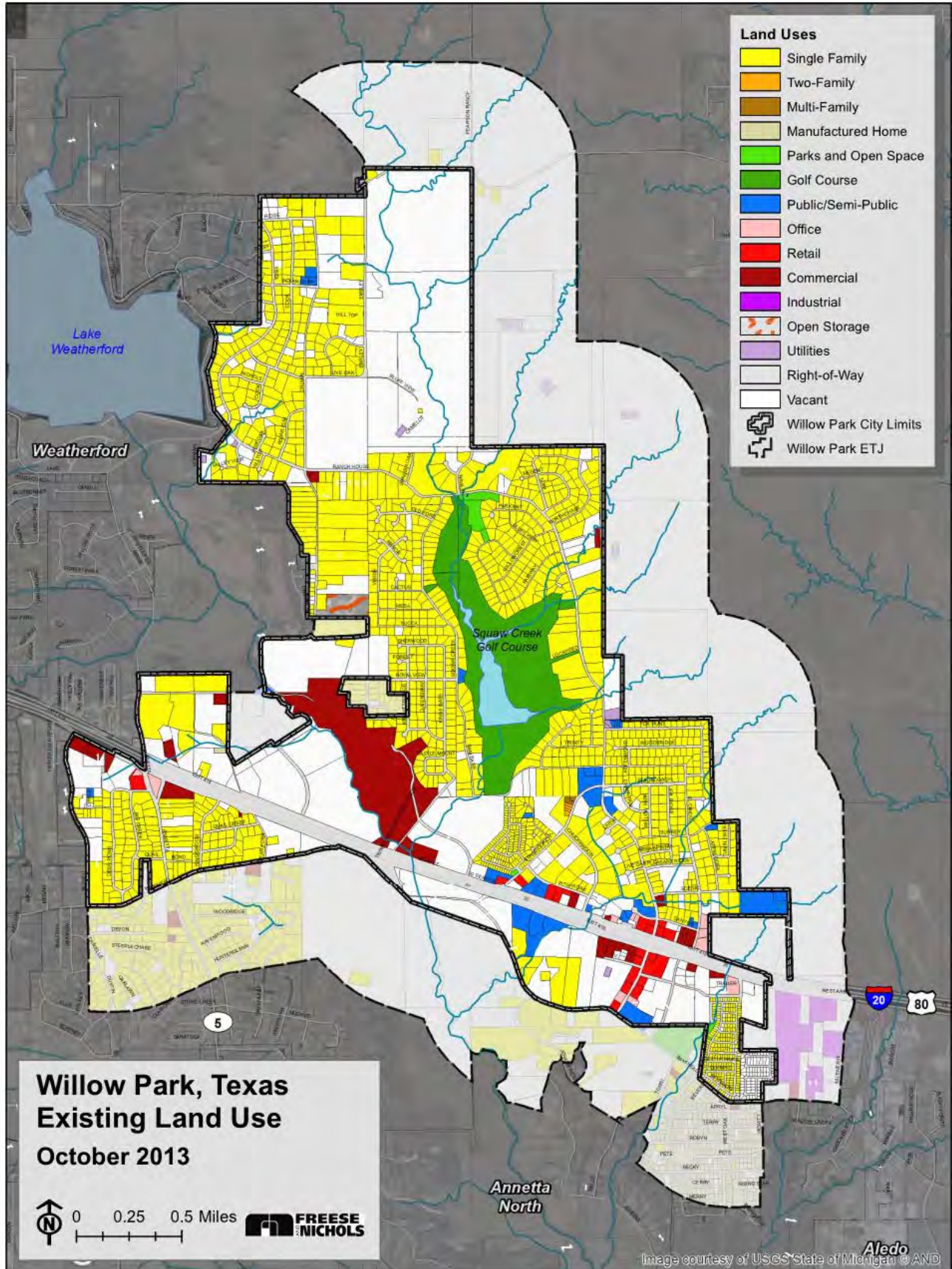
Existing Land Use Plan



1508 Santa Fe, Suite 203 – Weatherford, Texas 76086
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516 Ranch House Rd – Willow Park, Texas 76087
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Appendix C

Future Land Use Plan

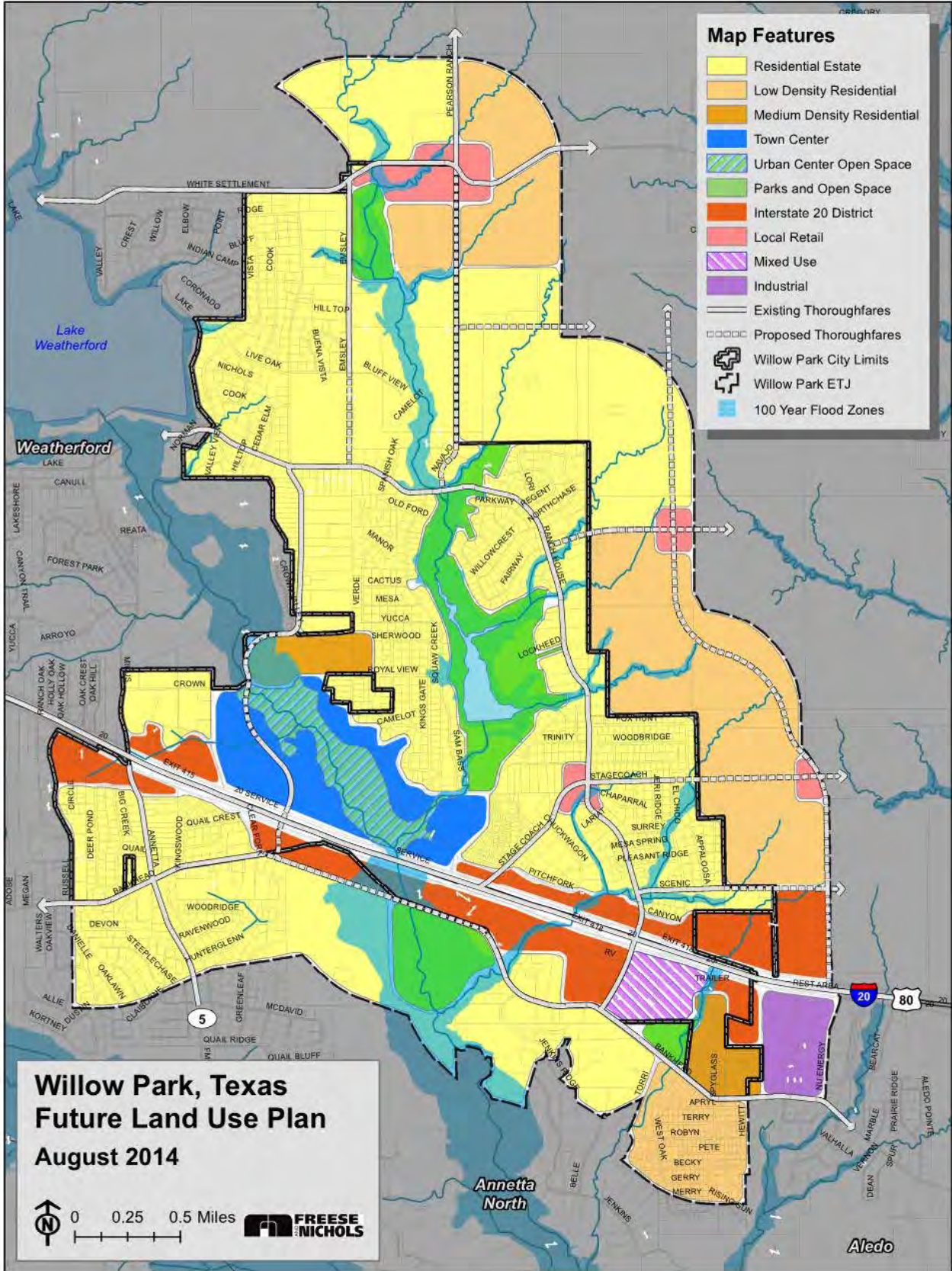


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Future Land Use Map



Appendix D

Impervious Area Data



Average Single Family Impervious Areas

No.	Property ID	Address	Estimated Impervious Area (sq. ft.)	Estimated Lot Size (sq. ft.)	Percent Impervious
1	R000026849	3016 Mesa Rd	6,749	39,040	17.29%
2	R000033571	302 Willow Crest Dr	6,652	44,830	14.84%
3	R000084808	41 Crown Rd	5,285	18,949	27.89%
4	R000013962	117 Cedar Elm Rd	10,521	66,640	15.79%
5	R000002910	324 Buena Vista Dr	5,531	58,806	9.41%
6	R000079111	1230 Woodbridge Ct	6,405	31,799	20.14%
7	R000084956	226 Carriage Dr	3,265	7,187	45.43%
8	R000007436	202 Scenic Trl	10,164	46,609	21.81%
9	R000084052	108 Sawgrass Dr	3,501	6,435	54.41%
10	R000033817	3329 Royal View Dr	9,827	45,291	21.70%
11	R000023241	104 Old Ford Rd	6,254	43,865	14.26%
12	R000026901	217 Squaw Creek Rd	6,872	57,000	12.06%
13	R000036677	1700 Ranch House Rd	12,508	43,560	28.71%
14	R000019144	106 Regent Row	5,589	40,075	13.95%
15	R000026784	109 Cherokee Ct	6,710	72,746	9.22%
16	R000019105	131 Lori Dr	5,905	40,948	14.42%
17	R000033594	424 Deer Pond Dr	5,893	46,333	12.72%
18	R000033668	4804 Misty Meadow Dr	10,996	38,861	28.30%
19	R000029229	216 Sam Bass Rd	4,191	54,293	7.72%
20	R000023236	101 Crested Butte Ct	8,572	43,821	19.56%
21	R000036695	1717 Ranch House Rd	13,696	143,748	9.53%
22	R000002903	340 Buena Vista Dr	5,266	53,143	9.91%
23	R000014128	457 Cook Rd	8,148	48,617	16.76%
24	R000013980	3611 Nichols Rd	10,498	56,459	18.59%
25	R000013918	3551 Ranch House Rd	8,842	48,510	18.23%
26	R000047767	401 Emsley Dr	22,147	347,173	6.38%
27	R000103068	199 Melbourne Dr	3,722	8,847	42.07%
28	R000033782	812 Kingsgate Rd	5,305	35,602	14.90%
29	R000007485	325 Tumbleweed Trl	8,531	43,560	19.58%
30	R000007468	313 Scenic Trl	9,049	43,996	20.57%
31	R000103104	174 Breeders Dr	2,903	9,126	31.81%
32	R000029251	124 Trinity Dr	6,843	44,744	15.29%
33	R000079123	1249 Sam Bass Rd	4,494	30,013	14.97%
34	R000033498	301 Fairway Dr	4,853	38,366	12.65%
35	R000033510	325 Fairway Dr	3,528	30,650	11.51%
36	R000029249	909 Trinity Ct	4,560	44,460	10.26%
37	R000033578	105 Parkway Dr	8,270	43,560	18.99%
38	R000019088	118 Northchase Dr	8,381	43,560	19.24%
39	R000084040	116 Firestone Dr	3,021	6,000	50.35%
40	R000084006	171 Winged Foot Dr	2,553	9,300	27.45%
41	R000083949	117 Muirfield Dr	3,498	6,000	58.30%
42	R000007389	108 Mesa Springs Rd	3,542	18,469	19.18%
43	R000007469	104 Buffalo Ct	6,407	96,268	6.66%
44	R000084475	1218 Saddle Trl	3,920	14,680	26.70%
45	R000084957	224 Carriage Dr	3,437	7,187	47.82%
46	R000033820	3333 Royal View Dr	4,290	45,126	9.51%
47	R000002898	3488 Live Oak Rd	9,886	43,996	22.47%
48	R000014107	432 Cook Rd	5,486	53,240	10.30%
49	R000023302	1131 E Stagecoach Trl	5,058	32,042	15.79%
50	R000007491	424 El Chico Trl	4,386	41,556	10.55%
		Averages	6,718	46,702	20.52%
		Totals	335,910	2,335,086	

Notes: Values found by measuring using Google Earth and Parker CAD

Average Multi-Family Impervious Areas

No.	Name of Complex	Address	Estimated GBSF Area (sq. ft.)	Estimated Impervious Area (sq. ft.)	Estimated Lot Size (sq. ft.)	Percent Impervious
1	Olympus Apartments	180 Crown Pointe Blvd	130000	570,000	674,559	84.50%
2	Village at Crown Pointe	180 Crown Pointe Blvd	52290	148,000	196,225	75.42%
3	Village at Crown Pointe	180 Crown Pointe Blvd	7796	31,000	61,397	50.49%
Averages				249,667	310,727	70.14%
Totals				749,000	932,181	
Notes: Values found by measuring using Google Earth						

Average Commercial Impervious Areas

No.	Name of Complex	Property ID	Address	Estimated GBSF Area (sq. ft.)	Estimated Impervious Area (sq. ft.)	Estimated Lot Size (sq. ft.)	Percent Impervious	
1	Sonic	R000007421	102 Ranch House Rd	4917	25,448	26,746	95.15%	
2	Whataburger	R000007375	4915 E I-20 Service Rd N	3744	36,975	94,356	39.19%	
3	North Texas Retina Consultants	R000007322	101 Chuckwagon Trl	11923	33,980	69,740	48.72%	
4	Trinity River Dental	R000007320	4969 E I-20 Service Rd N	4122	31,425	51,836	60.62%	
5	Texas RV Outlet	R000007560	5050 E I-20 Service Rd S	5142	244,500	255,118	95.84%	
6	Trinity Oaks Center	R000007428	136 El Chico Trail	10208	64,797	81,022	79.97%	
7	Texas Health	R000095792	101 Crown Pointe Blvd	40500	240,144	348,480	68.91%	
8	Fuzzy's Tacos	R000099895	149 Willow Bend Dr	10000	38,580	46,174	83.55%	
9	Lazy J Ranch Wear	R000007553	104 S Ranch House Rd	5367	37,913	40,467	93.69%	
10	Ace Hardware	R000007315	4951 E I-20 Service Rd N	13871	34,396	125,670	27.37%	
11	Brookshires	R000034063	5118 E I-20 Service Rd S	51687	190,427	191,992	99.18%	
12	Aledo Endodontics	R000007554	108 S Ranch House Rd	21036	71,467	85,416	83.67%	
13	Drake's Yoke, PCBC, etc	R000101066	220 Shops Blvd	19543	108,057	171,378	63.05%	
14	Fish Creek	R000070847	4899 E I-20 Service Rd N	5867	26,077	49,241	52.96%	
15	McDonald's	R000007547	5090 E I-20 Service Rd S	3435	36,002	43,560	82.65%	
16	Gemini Tech Svcs Complex	R000097124-6	5019 E I-20 Service Rd N	6031	25,406	41,178	61.70%	
17	Pizza Hut, BBVA Bank, etc	R000007419	5135 E I-20 Service Rd N	19253	70,513	114,790	61.43%	
18	Shell	R000007414	5111 E I-20 Service Rd N	7313	45,805	52,922	86.55%	
19	Taco Casa/Tiger Mart	R000007373	101 Ranch House Rd	8128	38,088	43,560	87.44%	
20	TG Mercer Consulting	R000007431	120 El Chico Trl	20138	54,785	63,797	85.87%	
21	Willow Springs Shopping Cntr	R000033643	4098 E I-20 Service Rd S	9100	66,841	137,127	48.74%	
22	Jones Insurance Group	R000033646	4050 E I-20 Service Rd S	2170	15,683	28,706	54.63%	
23	First Financial Bank	R000033647	4100 E I-20 Service Rd S	4252	38,044	88,862	42.81%	
24	Davy Vestal Memorials	R000033648	4110 E I-20 Service Rd S	4876	57,559	165,964	34.68%	
25	Rockin N' Storage	R000086534	7010 E Bankhead Hwy	24300	65,864	123,580	53.30%	
26	Bellstone Masonry Supply	R000083009	4801 E I-20 Service Rd N	7600	244,317	325,350	75.09%	
27	EPCCC	R000076643	100 Chuckwagon Trail	1920	10,716	79,715	13.44%	
28	Knights Inn	R000007548	5080 E I-20 Service Rd S	16295	68,687	80,739	85.07%	
29	Reunion Title	R000090375	5060 E I-20 Service Rd S	4866	12,598	23,939	52.63%	
30	Railhead Smokehouse	R000090291	120 S Ranch House Rd	8136	50,473	56,628	89.13%	
31	Allstate	R000007556	126 S Ranch House Rd	11023	55,371	61,812	89.58%	
32	Dollar General	R000007558	130 S Ranch House Rd	8200	29,850	44,039	67.78%	
33	Tri Cities Urgent Care	R000075926	123 S Ranch House Rd	5101	26,288	43,647	60.23%	
34	Milanos Pasta Strip Mall	R000075068	119 S Ranch House Rd	18270	62,224	70,306	88.50%	
35	Dominos Pizza Strip Mall	R000007220	109 S Ranch House Rd	11400	40,706	43,560	93.45%	
36	Mr C's Chevron	R000007546	5100 E I-20 Service Rd S	3494	33,862	36,155	93.66%	
37	Starbucks	R000099893	101 Willow Bend Dr	2128	12,000	33,280	36.06%	
38	Chicken Express	R000099894	141 Willow Bend Dr	2826	30,186	42,253	71.44%	
39	Aledo Animal Hospital	R000007541	5190 E I-20 Service Rd S	9844	39,550	46,174	85.65%	
40	Rental One	R000103272	5600 E I-20 Service Rd S	6460	107,414	141,483	75.92%	
41	Lone Star Medical Plaza	R000094972	5700 E I-20 Service Rd S	20858	86,177	135,829	63.45%	
42	Medical Associats of Willow Park	R000098085	260 Willow Bend Dr	8326	50,075	74,923	66.84%	
43	Extreme Exteriors	R000103155	5720 E I-20 Service Rd S	4390	45,107	87,120	51.78%	
44	Willow Park Place	R000007418	5129 E I-20 Service Rd N	22912	98,772	131,421	75.16%	
45	Century 21	R000007432	5177 E I-20 Service Rd N	5985	25,820	41,382	62.39%	
46	415 RV Sales	R000048723	4026 E I-20 Service Rd S	2588	63,288	74,444	85.01%	
47	Plains Capital Bank	R000101067		7001	40,072	75,359	53.17%	
48	Crown Pointe Dentistry	R000101057	220 Shops Blvd	4083	12,000	49,658	24.17%	
49	Willow Park Rehabilitation	R000096860		56704	145,785	236,518	61.64%	
50	Willow Park Professional Plaza	R000098246	Crown Pointe Blvd	6072	23,572	34,412	68.50%	
Averages						62,274	92,237	67.63%
Totals						3,113,686	4,611,828	
Notes: Values found by measuring using Google Earth and Parker CAD								

Average Institutional Impervious Areas

No.	Name of Complex	Property ID	Address	Type of Property	Estimated GBSF Area (sq. ft.)	Estimated Impervious Area (sq. ft.)	Estimated Lot Size (sq. ft.)	Percent Impervious
1	McCall Elementary	R000094165	400 Scenic Trl	Educational	85,017	227,803	659,237	34.56%
2	St. Francis Episcopal Church	R000007371	117 Ranch House Rd	Religious	16,509	53,387	136,778	39.03%
3	Trinity Christian Academy	R000096818	4954 E I-20 Service Rd S	Educational	41,878	81,386	191,316	42.54%
4	Trinity Bible Church	R000096817	4936 E I-20 Service Rd S	Religious	49,719	231,905	418,089	55.47%
5	Christ Chapel Bible Church	R000067035	3910 E I-20 Service Rd S	Religious	68,409	375,499	959,583	39.13%
6	Oakridge Church of Christ	R000041146	4895 I-20 Service Rd N	Religious	17,039	79,492	131,203	60.59%
7	Willow Park Church of Christ	R000093785	721 Ranch House Rd	Religious	7,493	27,879	43,560	64.00%
8	First Baptist Church	R000036688	601 Ranch House Rd	Religious	22,989	82,492	216,929	38.03%
9	Willow Park Baptist Church	R000033581	129 S Ranch House Rd	Religious	38,721	179,642	247,682	72.53%
10	Barrel of Monkeys Christian Academy	R000007321	4973 E I-20 Service Rd N	Educational	11,152	44,057	74,487	59.15%
Averages						138,354	307,886	50.50%
Totals						1,383,542	3,078,864	
Notes: Values found by measuring using Google Earth and Parker CAD								

Appendix E

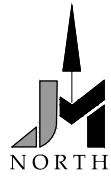
Proposed Capital Improvements



1508 Santa Fe, Suite 203 – Weatherford, Texas 76086
www.jacobmartin.com – (817)594-9880



516 Ranch House Rd – Willow Park, Texas 76087
www.willowpark.org – (817)441-7108



SCALE: 1"=200'

JERI RIDGE RD

EL CHICO TRAIL

REPLACE CULVERT

PLEASANT RIDGE LN

EXISTING CHANNEL

PROPOSED RIP RAP

CITY OF WILLOW PARK
Parker County, Texas

Stormwater Fee Studies
1-5 Year Improvements Priority #1a

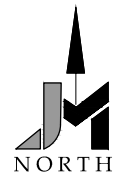


**JACOB
MARTIN**

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880

FIRM# F-2448



SCALE: 1"=200'



CITY OF WILLOW PARK
Parker County, Texas

Stormwater Fee Studies
1-5 Year Improvements Priority #1b

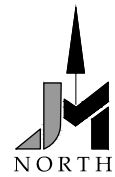


**JACOB
MARTIN**

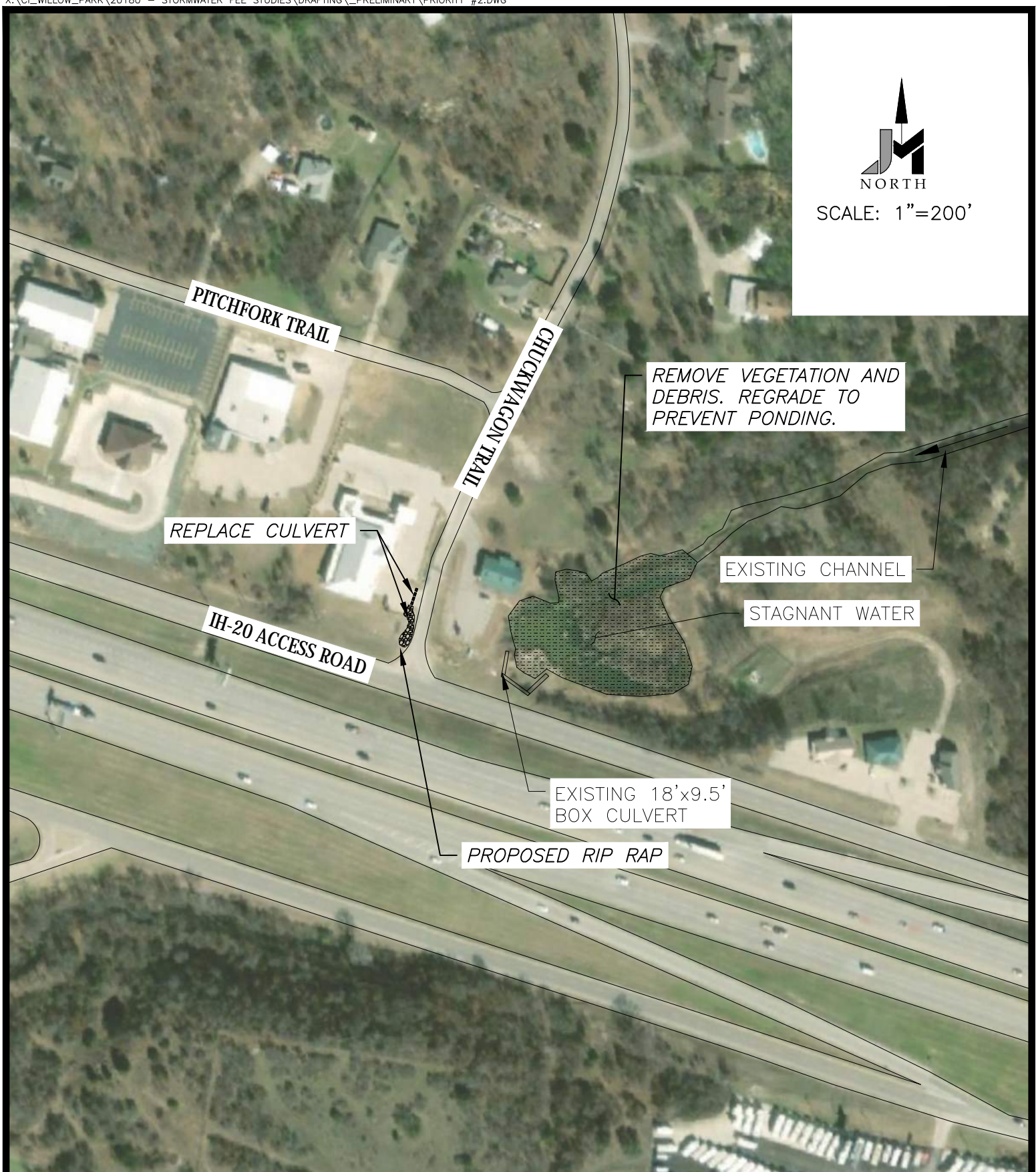
3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880

FIRM# F-2448



SCALE: 1"=200'



CITY OF WILLOW PARK

Parker County, Texas

Stormwater Fee Studies

1-5 Year Improvements Priority #2

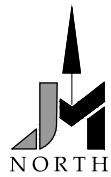


**JACOB
MARTIN**

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880

FIRM# F-2448



NORTH

SCALE: 1"=200'

CITY OF WILLOW PARK

Parker County, Texas

Stormwater Fee Studies

1-5 Year Improvements Priority #3

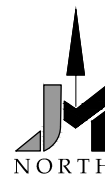


**JACOB
MARTIN**

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880

FIRM# F-2448



SCALE: 1"=100'



CITY OF WILLOW PARK

Parker County, Texas

Stormwater Fee Studies

1-5 Year Improvements Priority #4

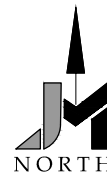


**JACOB
MARTIN**

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880

FIRM# F-2448



SCALE: 1"=100'



CITY OF WILLOW PARK
Parker County, Texas

Stormwater Fee Studies
1-5 Year Improvements Priority #5

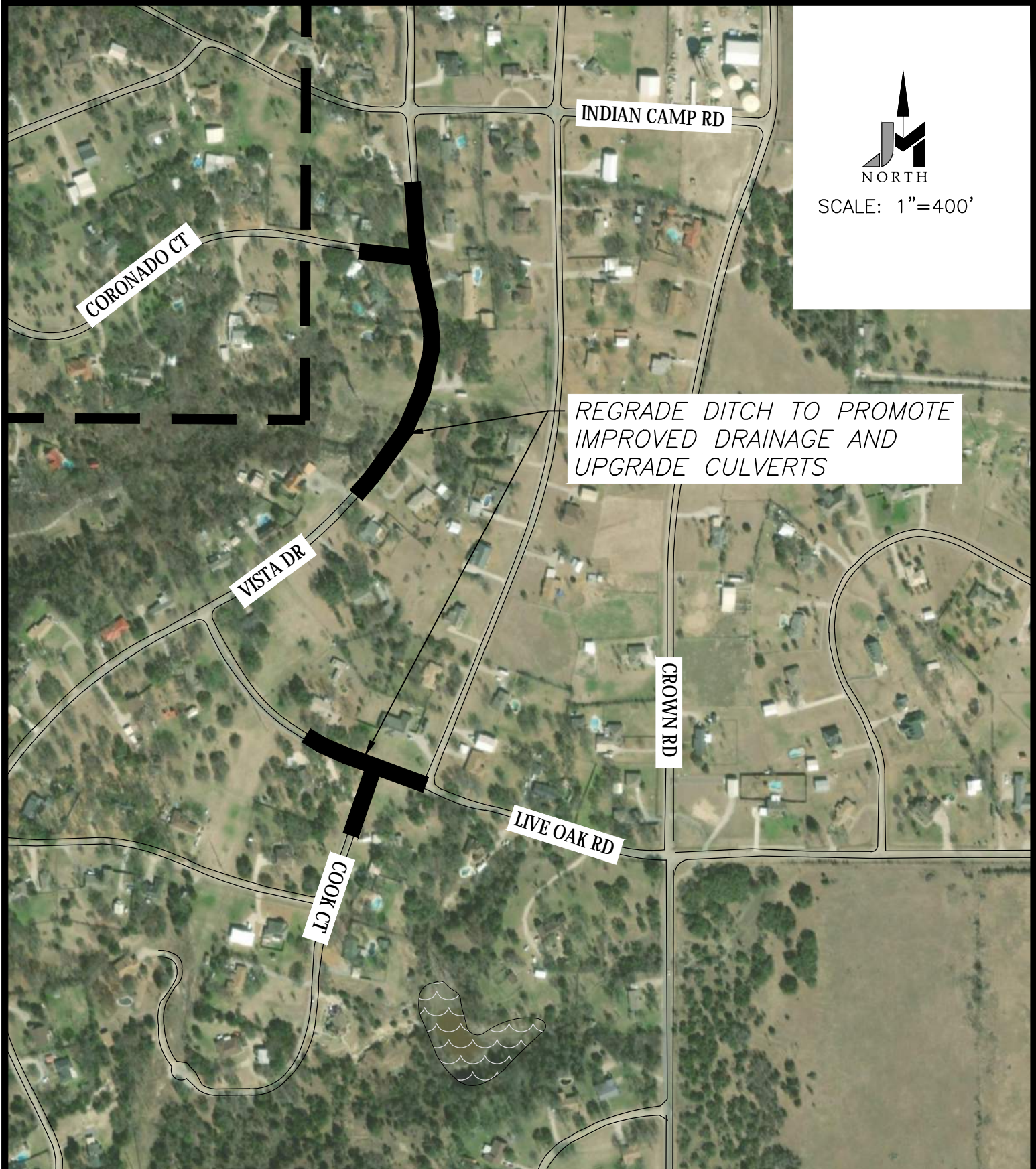


**JACOB
MARTIN**

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9880

FIRM# F-2448



NORTH

SCALE: 1"=400'

REGRADE DITCH TO PROMOTE IMPROVED DRAINAGE AND UPGRADE CULVERTS

CITY OF WILLOW PARK
 Parker County, Texas

Stormwater Fee Studies

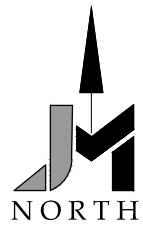
1-5 Year Improvements Priority #6 & #7

JACOB MARTIN

3465 CURRY LANE
 ABILENE, TX 79606
 325-695-1070

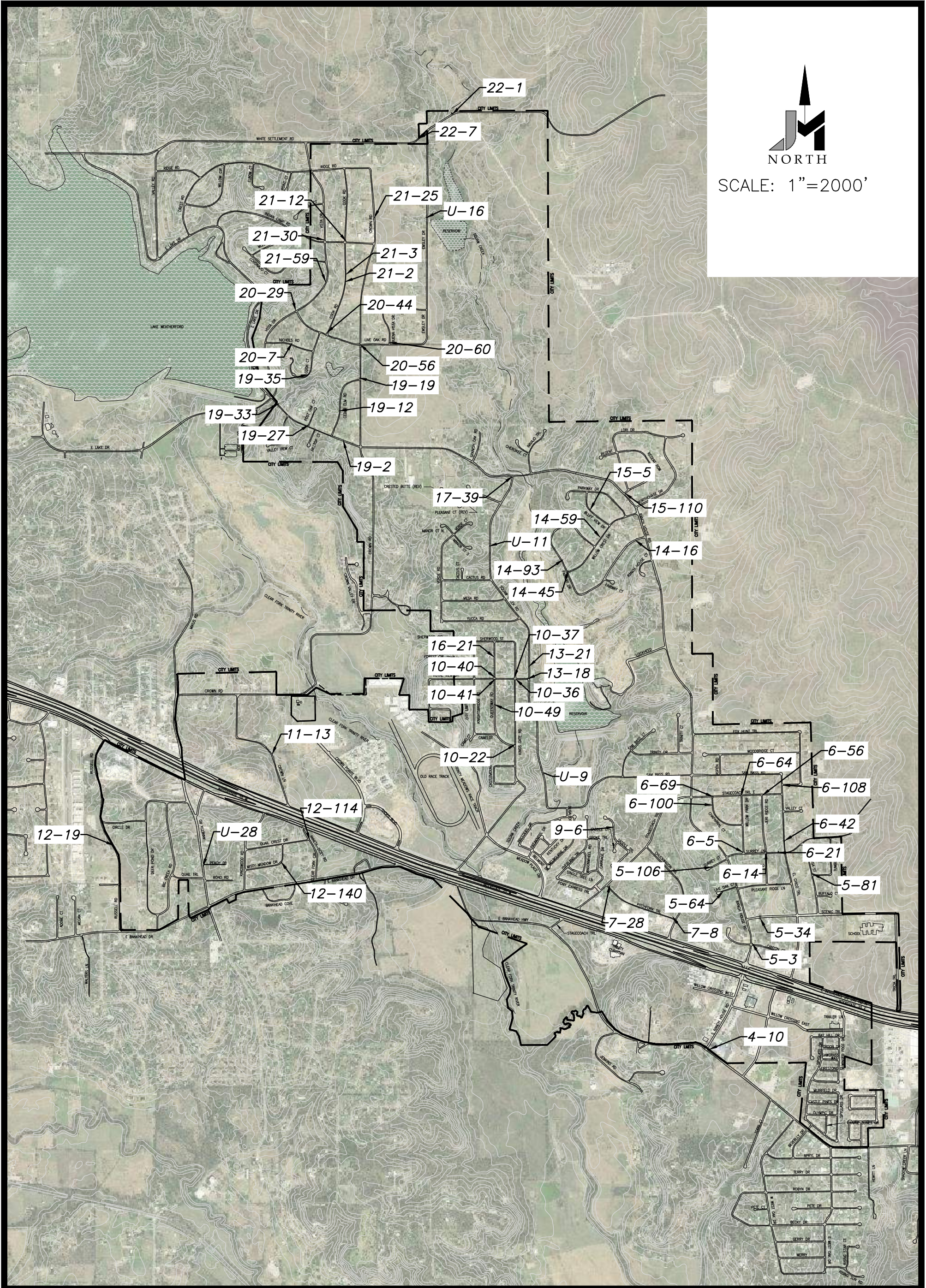
1508 SANTA FE DR, STE 203
 WEATHERFORD, TX 76086
 817-594-9880

FIRM# F-2448

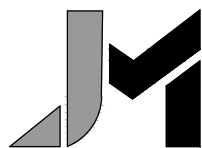


NORTH

SCALE: 1"=2000'



CITY OF WILLOW PARK
Parker County, Texas
Stormwater Fee Studies
1-10 Year Culvert Improvements



**JACOB
MARTIN**
FIRM # F-2448

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-594-9880
1014 BROADWAY STREET
LUBBOCK, TX 79401
806-368-6375

RESOLUTION NO. 2021-0413

WHEREAS, the City Council of Willow Park (the “City Council”) appointed a Capital Improvements Advisory Committee in accordance with Section 395.058 of the Texas Local Government Code to work with City staff and consultants to develop a recommendation for the implementation of impact fees to fund stormwater drainage infrastructure; and

WHEREAS, the Capital Improvements Advisory Committee has reviewed and approved the capital improvements plan and the land use assumptions (future land use plan); and

WHEREAS, Section 395.042 of the Texas Local Government Code requires that the City Council conduct a public hearing to consider the land use assumptions and capital improvement plan prior to the institution of any impact fee;

NOW, THEREFORE, BE IT RESOLVED:

THAT the City Council shall hold a public hearing to consider the land use assumptions and capital improvements plan under which a stormwater impact fee may be imposed; and

THAT the public hearing will be held at a regular called meeting of the City Council of Willow Park, TX on May 25, 2021 at 7:00 p.m. at the following location: Willow Park City Hall, Council Chambers, 516 Ranch House Road, Willow Park, TX.

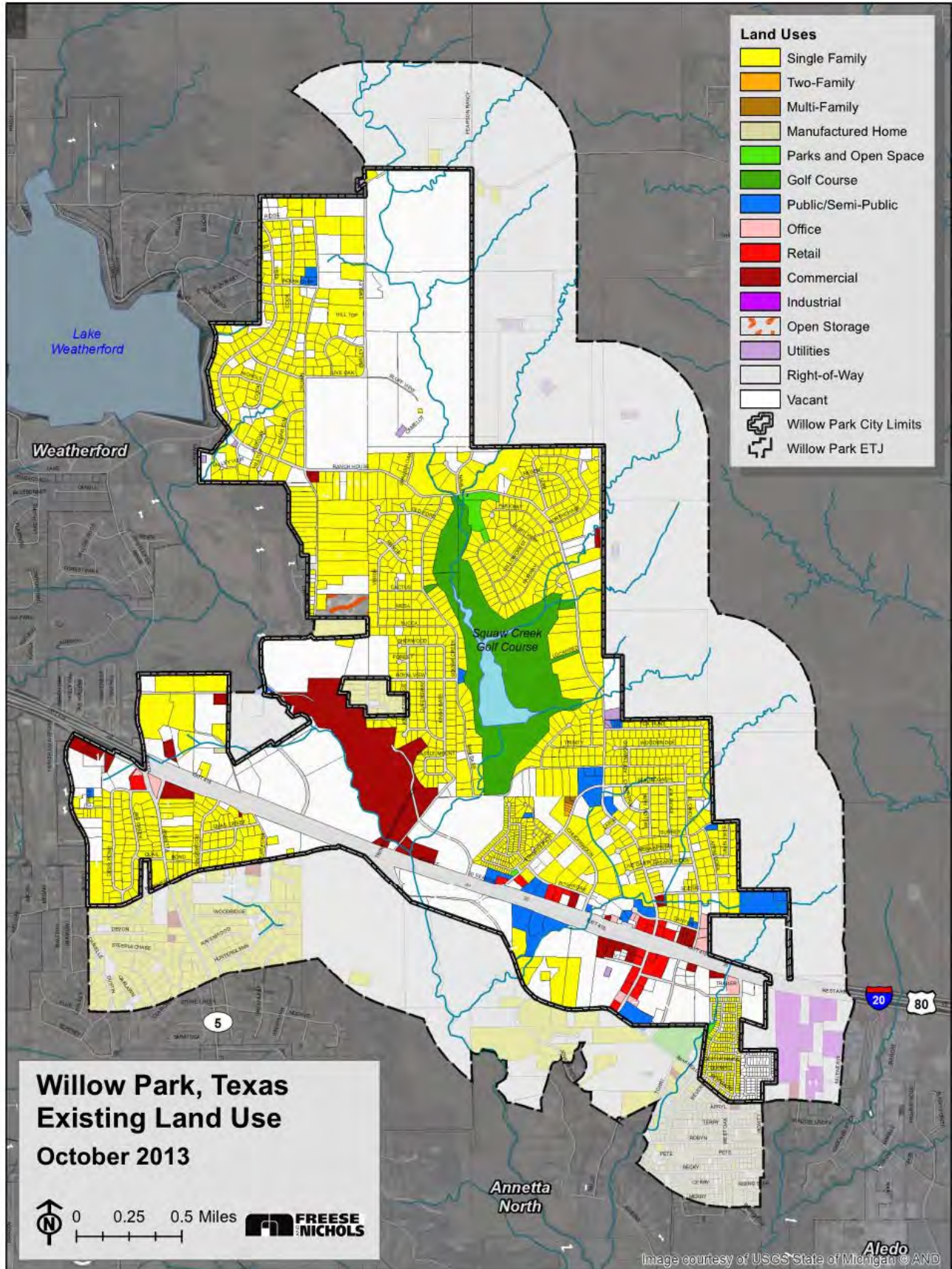
PASSED, APPROVED, and ADOPTED this 13th day of April, 2021

CITY OF WILLOW PARK, TEXAS

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary
City of Willow Park



Future Land Use Map

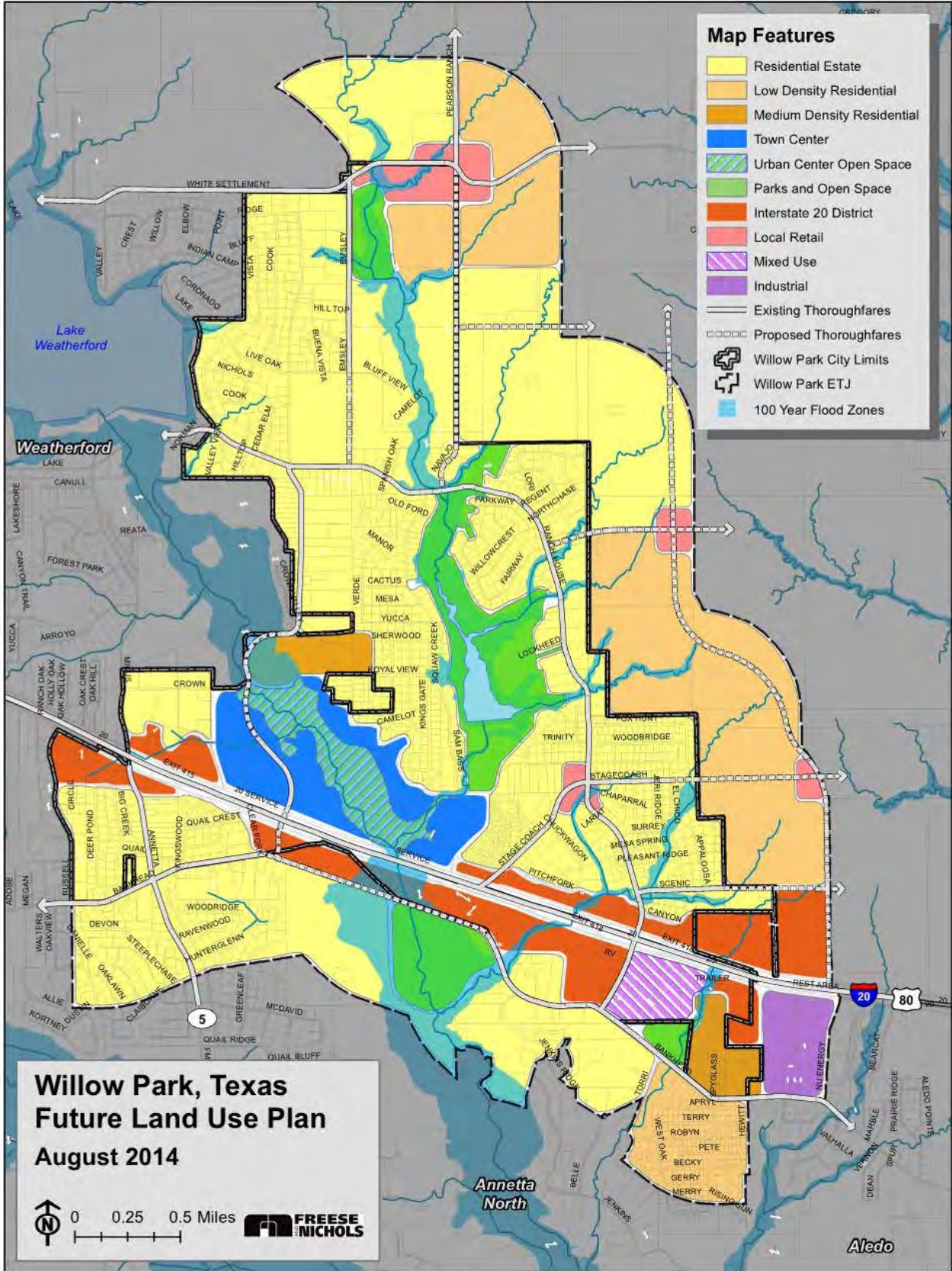


Table 5: Cost Allocation for Proposed Capital Improvements

CIP #	Location	Structure	Existing Size (in)	Length (ft)	Upsize to/Add	CIP (\$/LF)	Extended Piping Cost	Pavement (SY)	Pavement (\$/SY)	Extended Pavement Cost	Total Est. Cost	Percent Utilization			Impact Fee Eligible
												2019	2029	2019-2029	
1	White Settlement Rd	22.1	3-24"	30	8'x15' RCB	\$ 2,500.00	\$ 82,500.00	60.00	\$ 75.00	\$ 4,500.00	\$ 217,500.00	5%	98%	93%	\$ 202,275.00
2	Emsley Dr	U-16	24"	35	7'x7'	\$ 900.00	\$ 34,650.00	50.00	\$ 75.00	\$ 3,750.00	\$ 96,000.00	24%	73%	49%	\$ 47,040.00
3	El Chico Trl	6.42	2-48"	40	48"	\$ 350.00	\$ 15,400.00	30.00	\$ 75.00	\$ 2,250.00	\$ 44,125.00	28%	93%	65%	\$ 28,681.25
4	Surrey Ln	6.21	2-48"	40	36"	\$ 250.00	\$ 11,000.00	20.00	\$ 75.00	\$ 1,500.00	\$ 31,250.00	33%	93%	60%	\$ 18,750.00
5	Scenic Trl	5.34	2-55"	55	6'x6'	\$ 750.00	\$ 45,375.00	55.00	\$ 75.00	\$ 4,125.00	\$ 123,750.00	39%	93%	54%	\$ 66,825.00
6	Ranch House Rd	19.33	66"	55	36"	\$ 250.00	\$ 15,125.00	30.00	\$ 75.00	\$ 2,250.00	\$ 43,437.50	28%	53%	25%	\$ 10,859.38
7	Sam Bass & Pleasant Ridge	Culvert and Channel Improvements									\$ 275,000.00	33%	93%	60%	\$ 165,000.00
8	133 Sam Bass Rd	36" RCP and Channel Improvements									\$ 30,000.00	48%	58%	10%	\$ 3,000.00
9	I-20 and Chuckwagon Trl	Channel Improvements									\$ 130,000.00	28%	73%	45%	\$ 58,500.00
10	Valley Ct and El Chico Trl	Channel Improvements									\$ 500,000.00	24%	100%	76%	\$ 380,000.00
11	Castlemount	Culvert and Channel Improvements									\$ 100,000.00	28%	64%	36%	\$ 36,000.00
12	Vista Dr	Culvert and Channel Improvements									\$ 200,000.00	30%	63%	33%	\$ 66,000.00
13	Live Oak	Culvert and Channel Improvements									\$ 80,000.00	29%	64%	35%	\$ 28,000.00
14	Cedar Elm Dr	19.12	12"	25	24"	\$ 180.00	\$ 4,950.00	15.00	\$ 75.00	\$ 1,125.00	\$ 15,187.50	30%	63%	33%	\$ 5,011.88
15	Stagecoach Trl	6.56	12"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	27%	93%	66%	\$ 7,771.50
16	Chaparral Ct	6.100	12"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	29%	93%	64%	\$ 7,536.00
17	Willow Park Dr	6.5	12"	50	18"	\$ 150.00	\$ 8,250.00	25.00	\$ 75.00	\$ 1,875.00	\$ 25,312.50	38%	53%	15%	\$ 3,796.88
18	Appaloosa/Tumbleweed	5.81	12"	35	24"	\$ 180.00	\$ 6,930.00	16.00	\$ 75.00	\$ 1,200.00	\$ 20,325.00	30%	93%	63%	\$ 12,804.75
19	Live Oak Ct	5.64	12"	35	30"	\$ 200.00	\$ 7,700.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,000.00	24%	54%	30%	\$ 6,900.00
20	Cook Rd	21.2	12"	30	30"	\$ 200.00	\$ 6,600.00	20.00	\$ 75.00	\$ 1,500.00	\$ 20,250.00	26%	58%	32%	\$ 6,480.00
21	Cook Rd	21.3	18"	30	30"	\$ 200.00	\$ 6,600.00	20.00	\$ 75.00	\$ 1,500.00	\$ 20,250.00	28%	58%	30%	\$ 6,075.00
22	Ranch House/Canyon Ct	5.3	12"	40	30"	\$ 200.00	\$ 8,800.00	25.00	\$ 75.00	\$ 1,875.00	\$ 26,687.50	25%	93%	68%	\$ 18,147.50
23	Cook Rd	21.12	15"	35	18"	\$ 150.00	\$ 5,775.00	16.00	\$ 75.00	\$ 1,200.00	\$ 17,437.50	29%	50%	21%	\$ 3,661.88
24	Crown Rd	19.19	15"	35	18"	\$ 150.00	\$ 5,775.00	16.00	\$ 75.00	\$ 1,200.00	\$ 17,437.50	28%	83%	55%	\$ 9,590.63
25	Post Oak Ct	19.27	15"	20	24"	\$ 180.00	\$ 3,960.00	10.00	\$ 75.00	\$ 750.00	\$ 11,775.00	29%	84%	55%	\$ 6,476.25
26	Fox Hunt Trl	6.108	15"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	27%	93%	66%	\$ 17,176.50
27	Live Oak Rd	20.56	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	25%	58%	33%	\$ 7,771.50
28	Queensway Rd	10.40	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	9%	33%	24%	\$ 5,652.00
29	Royal View Dr	10.36	15"	40	36"	\$ 250.00	\$ 11,000.00	25.00	\$ 75.00	\$ 1,875.00	\$ 32,187.50	10%	34%	24%	\$ 7,725.00
30	Clearfork Cir	12.114	15"	25	24"	\$ 180.00	\$ 4,950.00	12.00	\$ 75.00	\$ 900.00	\$ 14,625.00	30%	54%	24%	\$ 3,510.00
31	Squaw Creek Rd	17.39	15"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	20%	73%	53%	\$ 13,793.25
32	Queensway Rd	16.21	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	60%	72%	12%	\$ 2,826.00
33	Regent Row	15.110	15"	40	36"	\$ 250.00	\$ 11,000.00	25.00	\$ 75.00	\$ 1,875.00	\$ 32,187.50	50%	68%	18%	\$ 5,793.75
34	Queensway Rd	10.41	15"	40	24"	\$ 180.00	\$ 7,920.00	18.00	\$ 75.00	\$ 1,350.00	\$ 23,175.00	10%	48%	38%	\$ 8,806.50
35	Kings Gate/Royal View	10.37	15"	40	42"	\$ 300.00	\$ 13,200.00	35.00	\$ 75.00	\$ 2,625.00	\$ 39,562.50	9%	49%	40%	\$ 15,825.00
36	Queensway Rd	10.49	15"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	11%	48%	37%	\$ 8,713.50

CIP #	Location	Structure	Existing Size (in)	Length (ft)	Upsize to/Add	CIP (\$/LF)	Extended Piping Cost	Pavement (SY)	Pavement (\$/SY)	Extended Pavement Cost	Total Est. Cost	2019	2029	2019-2029	Impact Fee Eligible
37	Vista Dr	21.30	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	28%	73%	45%	\$ 9,483.75
38	Vista Dr	20.29	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	29%	74%	45%	\$ 10,597.50
39	Nichols Rd	20.7	18"	30	30"	\$ 200.00	\$ 6,600.00	18.00	\$ 75.00	\$ 1,350.00	\$ 19,875.00	30%	73%	43%	\$ 8,546.25
40	Cook Rd	20.44	18"	35	24"	\$ 180.00	\$ 6,930.00	18.00	\$ 75.00	\$ 1,350.00	\$ 20,700.00	30%	74%	44%	\$ 9,108.00
41	Buena Vista Dr	20.60	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	29%	73%	44%	\$ 10,362.00
42	Squaw Creek Rd	13.21	18"	35	36"	\$ 250.00	\$ 9,625.00	22.00	\$ 75.00	\$ 1,650.00	\$ 28,187.50	27%	53%	26%	\$ 7,328.75
43	Jeri Ridge	6.14	18"	45	24"	\$ 180.00	\$ 8,910.00	20.00	\$ 75.00	\$ 1,500.00	\$ 26,025.00	28%	93%	65%	\$ 16,916.25
44	Russell Rd	12.19	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	36%	83%	47%	\$ 9,905.25
45	Cook Ct	19.35	18"	25	36"	\$ 250.00	\$ 6,875.00	15.00	\$ 75.00	\$ 1,125.00	\$ 20,000.00	30%	73%	43%	\$ 8,600.00
46	Kings Gate Rd	10.22	18"	40	24"	\$ 180.00	\$ 7,920.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,550.00	39%	53%	14%	\$ 3,297.00
47	Peach Dr	U-28	18"	35	24"	\$ 180.00	\$ 6,930.00	21.00	\$ 75.00	\$ 1,575.00	\$ 21,262.50	32%	78%	46%	\$ 9,780.75
48	Misty Meadow Dr	12.140	2-18"	35	24"	\$ 180.00	\$ 6,930.00	21.00	\$ 75.00	\$ 1,575.00	\$ 21,262.50	35%	79%	44%	\$ 9,355.50
49	Bluff View Dr	15.5	18"	35	24"	\$ 180.00	\$ 6,930.00	18.00	\$ 75.00	\$ 1,350.00	\$ 20,700.00	33%	84%	51%	\$ 10,557.00
50	Willow Crest Dr	14.45	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	28%	83%	55%	\$ 11,591.25
51	Fairway Dr	14.16	18"	35	24"	\$ 180.00	\$ 6,930.00	20.00	\$ 75.00	\$ 1,500.00	\$ 21,075.00	14%	90%	76%	\$ 16,017.00
52	Stagecoach/Willow Park Dr	6.64	18"	35	30"	\$ 200.00	\$ 7,700.00	20.00	\$ 75.00	\$ 1,500.00	\$ 23,000.00	24%	94%	70%	\$ 16,100.00
53	Ranch House Rd	19.2	18"	25	24"	\$ 180.00	\$ 4,950.00	15.00	\$ 75.00	\$ 1,125.00	\$ 15,187.50	5%	83%	78%	\$ 11,846.25
54	Crown Rd	21.25	24"	35	36"	\$ 250.00	\$ 9,625.00	25.00	\$ 75.00	\$ 1,875.00	\$ 28,750.00	5%	84%	79%	\$ 22,712.50
55	Vista Dr	21.59	24"	35	42"	\$ 300.00	\$ 11,550.00	25.00	\$ 75.00	\$ 1,875.00	\$ 33,562.50	24%	74%	50%	\$ 16,781.25
56	Stagecoach/Chaparral Ct	6.69	24"	15	36"	\$ 250.00	\$ 4,125.00	12.00	\$ 75.00	\$ 900.00	\$ 12,562.50	20%	88%	68%	\$ 8,542.50
57	Surrey Ct	5.106	24"	45	36"	\$ 250.00	\$ 12,375.00	25.00	\$ 75.00	\$ 1,875.00	\$ 35,625.00	25%	68%	43%	\$ 15,318.75
58	Stagecoach/Pitchfork Trl	7.28	24"	45	36"	\$ 250.00	\$ 12,375.00	25.00	\$ 75.00	\$ 1,875.00	\$ 35,625.00	37%	73%	36%	\$ 12,825.00
59	Ranch House/Bankhead	4.10	2-24"	55	42"	\$ 300.00	\$ 18,150.00	40.00	\$ 75.00	\$ 3,000.00	\$ 52,875.00	25%	100%	75%	\$ 39,656.25
60	White Settlement Rd	22.7	24"	35	36"	\$ 250.00	\$ 9,625.00	22.00	\$ 75.00	\$ 1,650.00	\$ 28,187.50	5%	98%	93%	\$ 26,214.38
61	Pitchfork Trl	7.8	24"	30	36"	\$ 250.00	\$ 8,250.00	18.00	\$ 75.00	\$ 1,350.00	\$ 24,000.00	40%	74%	34%	\$ 8,160.00
62	Crown Ln	11.13	24"	20	42"	\$ 300.00	\$ 6,600.00	15.00	\$ 75.00	\$ 1,125.00	\$ 19,312.50	15%	73%	58%	\$ 11,201.25
63	Willow Crest Dr	14.59	24"	40	30"	\$ 200.00	\$ 8,800.00	25.00	\$ 75.00	\$ 1,875.00	\$ 26,687.50	29%	88%	59%	\$ 15,745.63
64	Live Oak/Crown Rd	20.56	30"	60	48"	\$ 350.00	\$ 23,100.00	50.00	\$ 75.00	\$ 3,750.00	\$ 67,125.00	24%	84%	60%	\$ 40,275.00
65	Fairway Dr	14.93	30"	35	36"	\$ 250.00	\$ 9,625.00	20.00	\$ 75.00	\$ 1,500.00	\$ 27,812.50	35%	54%	19%	\$ 5,284.38
66	Saddle Trl	9.6	30"	45	42"	\$ 300.00	\$ 14,850.00	35.00	\$ 75.00	\$ 2,625.00	\$ 43,687.50	39%	83%	44%	\$ 19,222.50
67	Squaw Creek Rd	U-9	36"	35	42"	\$ 300.00	\$ 11,550.00	32.00	\$ 75.00	\$ 2,400.00	\$ 34,875.00	15%	63%	48%	\$ 16,740.00
68	Squaw Creek/Royal View Dr	13.18	36"	45	42"	\$ 300.00	\$ 14,850.00	35.00	\$ 75.00	\$ 2,625.00	\$ 43,687.50	24%	58%	34%	\$ 14,853.75
69	Squaw Creek Rd	U-11	None	35	30"	\$ 200.00	\$ 7,700.00	22.00	\$ 75.00	\$ 1,650.00	\$ 23,375.00	30%	50%	20%	\$ 4,675.00
70	Stormwater Fee Studies										\$ 40,000.00		100%	100%	\$ 40,000.00

TOTAL \$ 3,329,162.50 \$ 1,800,376.50



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: April 13, 2021	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Discussion only: Water meter update

BACKGROUND:

City staff will brief Council on the progress of the meter installation project.

STAFF/BOARD/COMMISSION RECOMMENDATION:

No action required.

EXHIBITS:



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: April 13, 2021	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Discussion only: Fort Worth water update

BACKGROUND:

Halff and Associates will brief Council on the progress of the Fort Worth Water Project. There will be no action taken.

STAFF/BOARD/COMMISSION RECOMMENDATION:

No action required.

EXHIBITS:



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: April 13, 2021	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Discussion/ Action: To consider and act on water agreement with the City of Weatherford.

BACKGROUND:

The City of Weatherford has requested that any city that may request a potential water utility connection with the City of Weatherford, to execute the attached agreement. There are provisions or Emergency Qualifying Events and Non-Qualifying Events.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Passage of the Agreement.

Suggested Motion: I move to accept Emergency Treated Water Supply Agreement with the City of Weatherford as presented.

EXHIBITS:

Emergency Treated Water Supply Agreement.

Environmental Quality (“TCEQ”) for a period greater than twenty-four (24) hours; or other such event as may be approved by Weatherford.

(b) *“Emergency Water Service”*: the secondary water supply to be provided by Weatherford to Customer for a temporary period only in the event of and for the duration of an Emergency pursuant to the terms and conditions more particularly set forth in this Agreement.

(c) *“Point of Delivery”*: the location at which Emergency Water Service will be made available by Weatherford to Customer in accordance with the terms of this Agreement. The Point of Delivery shall be as described in Exhibit A.

(d) *“Point of Delivery Meter”*: the meter installed at the Point of Delivery to be used for measuring the quantity of Emergency Water Service furnished by Weatherford to Customer under this Agreement.

(e) *“Volumetric Rate”*:

(i) (Qualifying Event) the higher of the lowest tier retail residential water rate per 1,000 gallons charged by either Party;

(ii) (Non-qualifying Event) Weatherford’s Transported water rate.

(f) *“Water”*: potable water made available by Weatherford at the Point of Delivery in the event of an Emergency, which water shall meet those requirements for human consumption and other domestic uses promulgated by the Texas Department of Health, and/or the TCEQ.

ARTICLE II. CONDITIONS OF SUPPLY

2.1 Provision of Emergency Water Service. Subject to the terms and conditions of this Agreement, Weatherford agrees to provide Customer with a secondary supply of potable Water for the temporary operation of Customer's water system, but only in the event of an Emergency as defined in this Agreement, and only if Weatherford determines that the temporary Emergency Water Service can be supplied without adversely impacting Weatherford’s existing water customers. The existence of an Emergency requiring Emergency Water Service and the available capacity from Weatherford under this Agreement will be determined by Weatherford, which decision regarding the existence of an Emergency will be final.

2.2 Emergency Condition Required.

(a) **Qualifying Event.** Weatherford and Customer mutually agree that the intent of this Agreement is to provide a temporary Emergency supply of treated potable Water when such supply is required immediately due to sudden, unforeseen, and

unpreventable equipment or facility failure, or events beyond the control of Customer, resulting in the inability of Customer to provide water supply as required by the TCEQ. Examples of qualifying events may include sudden mainline pipeline failure; sudden loss of water supply; or other such event as may be approved by Weatherford.

(b) **Non-Qualifying Event.** Weatherford and Customer mutually agree that the intent of this Agreement is not to provide a temporary Emergency supply of treated potable Water for the purpose of compensating for system deficiencies. At Weatherford's sole discretion, Weatherford may provide Emergency Water Service to Customer for a non-qualifying event, subject to the conditions of this Agreement. Examples of a non-qualifying event may include, without limitation, water demand in excess of Customer's water supply capacity; over-commitment of Customer's water supply capacity; seasonal variations in water demand or water supply; routine maintenance of equipment; scheduled replacement or construction of facilities; lapse of water supply contracts; legal or regulatory impediments; or other such foreseeable or preventable event as approved by Weatherford.

(c) Weatherford and Customer mutually agree that Weatherford shall have the sole discretion in determining whether an event is a Qualifying Event or a Non-Qualifying Event; and Customer is responsible for providing information to Weatherford to assist in Weatherford's determination. If sufficient information is not provided to clearly justify classification as a Qualifying Event, then it will be classified as a Non-Qualifying Event. Information to justify classification as a Non-Qualifying Event shall not be required.

2.3 Procedure for Commencement of Emergency Water Service.

(a) In the event of an Emergency, Customer shall submit a request to Weatherford for Emergency Water Service at the Point of Delivery for a temporary period to assist Customer in responding to such Emergency. Weatherford, at its sole discretion, may provide Emergency Water Service subject to the following conditions:

(i) Considerations by Weatherford, which may include, but are not limited to: a good faith determination by Weatherford prior to commencement of Emergency Water Service that a bona fide Emergency exists; that delivery of Emergency Water Service to Customer will not endanger the public health, safety, or welfare of Weatherford's citizens and customers; and that Weatherford, without adversely impacting its customers, has sufficient water supplies available to provide Emergency Water Service in a quantity determined by Weatherford.

(ii) Emergency Water Service will be provided only for the shorter of the following periods:

- (1) the reasonable duration of the Emergency giving rise to the request for Emergency Water Service;
- (2) the reasonable duration needed to repair damage to the water system occasioned by such Emergency;
- (3) the duration of Weatherford's ability to provide Emergency Water Service to Customer, as reasonably determined by Weatherford; or
- (4) not more than two weeks.

(iii) In the event that the Emergency exceeds the shortest of the foregoing periods, Customer may make written request to Weatherford to continue Emergency Water Service beyond said initial period. Weatherford may continue or resume such Emergency Water Service for an additional period of time as Weatherford shall determine appropriate and necessary, but only if:

- (1) Weatherford determines in good faith that the Emergency giving rise to the initial request for Emergency Water Service has not been abated; or
- (2) that Customer has exercised reasonable diligence in attempting to remove the disability giving rise to the initial request for Emergency Water Service, and
- (3) that Water in excess of the needs of Weatherford's customers continues to be available to provide Emergency Water Service to Customer, and
- (4) other such considerations as Weatherford may deem appropriate.

(b) Weatherford shall provide a written response to Customer either stating the amount of Water that can be made available and the time period during which such Water can be made available; or denying further Emergency Water Service, if Weatherford is not in a position to provide Emergency supply at that time. In some cases, in the interest of serving the greater good, and at Weatherford's sole discretion, Emergency supply from Weatherford may be commenced prior to this determination and notification.

2.4 Commencement of Emergency Water Service.

(a) Each Party shall be responsible, before commencement of Emergency Water Service, to disinfect its own facilities per TCEQ requirements.

(b) Under no Circumstances shall either Party open the valve to commence Emergency Water Service without the prior authorization of the other Party.

(c) At the election of either Party, the valve may be locked to ensure that no Water is delivered through the Point of Delivery Meter except as approved by the Parties.

2.5 **Emergency Water Service.**

(a) **Maximum Volume and Rate of Flow.**

(i) Subject to the terms and conditions set forth in this Agreement, Weatherford agrees to sell and Customer agrees to buy Water for the operation of Customer's water system on a temporary basis during an Emergency in an amount determined by Weatherford as necessary to meet the service demands of Customer. Customer acknowledges that the resulting maximum flow rate may not meet fire flow requirements.

(ii) As of the Effective Date of this Agreement (as hereinafter defined), Weatherford indicates that an Emergency Water Supply of up to 200,000 gallons per day ("gpd"), at a uniform flow rate of up to 139 gallons per minute ("gpm") could be made available to Customer in an Emergency.

(iii) Minimum pressure at the Point of Delivery shall be 20 psi.

(b) **Subject to Availability.**

(i) Weatherford reserves the right, in its sole discretion, to limit and/or reduce the amount of Water available to Customer during an Emergency in order to protect the public health, safety, and/or welfare of Weatherford's citizens and customers.

(ii) Weatherford further reserves the right to limit and/or reduce the amount of Water available to Customer for Emergency supply if Weatherford determines, in its sole discretion, that doing so is necessary to protect its Water supplies.

(c) **Retail Responsibility.** Customer agrees not to provide Water received from Weatherford under this Agreement outside of the Customer's Certificate of Convenience and Necessity service area. Distribution of Water received from Weatherford under this Agreement within Customer's service area will be by means of Customer's pumping and distribution facilities, and Customer will bear sole responsibility for the operation and maintenance of all Customer water distribution facilities on the Customer's side of the Point of Delivery.

(d) **Conservation Restrictions.** During the period of Emergency Water Service,

whether for a Qualifying Event or a Non-Qualifying Event, Customer shall enact and enforce water conservation and use restrictions that are at least as stringent as, in all respects, those imposed by Weatherford on its own Customers during the period of Emergency Water Service; and maintain such measures throughout the entire period of Emergency Water Service. If Customer fails to meet these requirements, then Weatherford may terminate Emergency Water Service at Weatherford's discretion. Customer is further encouraged to improve its conservation rate structure in order to encourage the conservation of Water by its customers.

Additionally, for any event, whether for a qualifying event or a non-qualifying event, should the period of Emergency Water Service extend for more than forty-eight (48) hours, then Customer shall immediately enact and enforce water restrictions to prohibit all outdoor irrigation. If Customer fails to meet these requirements, then Weatherford may terminate the emergency supply at Weatherford's discretion. This requirement is in addition to any drought stage restrictions under this Section 2.5(d) of this Agreement.

2.6 Discontinuance of Emergency Service. Customer shall promptly notify Weatherford of the abatement of the Emergency giving rise to the request for Emergency Water Service under this Agreement or the completion of repairs to its system occasioned by such Emergency. The provision of Emergency Water Service, whether for a qualifying or non-qualifying event, shall cease upon request by Customer; automatically upon forty-eight (48) hours of non-consumption; at Weatherford's sole determination; or as provided for in other sections of this Agreement.

2.7 Cooperation. Customer shall cooperate with Weatherford at all times to ensure the safe and efficient delivery of Emergency Water Service hereunder.

2.8 Secondary Supply. Customer acknowledges and agrees that the Emergency Water Service received from Weatherford under this Agreement shall not be a primary water supply for Customer.

ARTICLE III. FACILITIES

3.1 Existing Facilities.

(a) Weatherford owns and operates an existing 8-inch water pipeline located within the Ranch House Road right-of-way. An existing 8-inch service tap is available for use, along with a 4-inch water meter and meter box/vault.

(b) Customer owns and operates a ground storage tank and pump station at the Point of Delivery.

3.2 Changes to Point of Delivery. The Point of Delivery may be changed by written agreement between Customer and Weatherford. Customer will bear the expense of changing the Point of Delivery and will make, at its own expense, any changes or improvements necessary to receive Water of different pressure at the changed Point of Delivery. In the event of a change in the Point of Delivery, a revised Exhibit A will be appended to this Agreement to depict the location of the Point of Delivery as modified.

3.3 Additional Points of Delivery. Additional points of delivery may be approved by Weatherford in its sole discretion. Customer's requests for such approval must be accompanied by an engineering report and plans prepared by a Texas registered professional engineer. The report and plans must detail the area to be served and include the quantity of Water to be delivered to the requested additional point of delivery.

3.4 Ingress and Egress. Customer agrees to ensure Weatherford's ingress and egress to the Point of Delivery and other applicable facilities for all reasonable purposes incident to this Agreement, including, without limitation, inspection, installation, operation, maintenance, repair, or removal of the interconnection and all valves, metering facilities, and other equipment necessary or incident to the purposes of this Agreement.

3.5 Proposed Facilities. No new infrastructure or facilities are anticipated. However, if necessary to control the rate of flow, Weatherford may install, at its option, a flow restrictor or other appropriate valves and/or appurtenances at the Point of Delivery. If installed, any such infrastructure will be the property of the City, which will be solely responsible for the operation, maintenance, and security of same. The cost of purchasing and installing the flow control valves and appurtenances, shall be borne by Customer.

3.6 General. Except as necessary for the completion of construction of any Proposed Facilities and/or maintenance, the Parties agree that a physical interconnect will remain in place between the water systems of Weatherford and Customer, except as may be provided for following Termination of this Agreement. The Parties agree that such interconnect shall remain physically closed except as authorized hereafter during Emergency conditions.

3.7 Design, Ownership, Operation and Maintenance of Facilities.

(a) Each Party shall own, operate and maintain all water system improvements, facilities, equipment and appurtenances located on its respective side of the Point of Delivery in accordance with its own maintenance and replacement schedules and standards. All such costs and expenses of operation, maintenance, repair and replacement of each Party's water system shall be paid by the Party, and the other Party shall have no responsibility for any such costs or expenses, except as provided for herein.

(b) Each Party shall be solely responsible for design and construction of such improvements to its water system as are necessary for the safe and efficient receipt, transportation, storage and distribution of Emergency Water Service received from another Party at the Point of Delivery, except as provided for in Section 3.5 and Section 3.11. No Party shall be responsible for any costs of another Party related

thereto, nor shall any Party be liable for damages to the other Party's water system or to the water facilities of another Party's customers arising from the distribution of Water received at the Point of Delivery hereunder.

(c) The design of the interconnect shall be according to minimum TCEQ requirements for an emergency supply interconnect. Customer shall notify the TCEQ of the Emergency immediately upon occurrence.

3.8 Protective Measures. Customer will be solely responsible for undertaking all reasonable and prudent measures required to protect its system from damage or harm caused by the connection of the Customer water system to the Weatherford water system, differences in operational pressures or water chemistry, or otherwise from the receipt of Emergency Water Service hereunder. Customer will also be responsible for providing such notice as may be required by law to inform its customers of any difference in water chemistry occasioned by its receipt of Emergency Water Service under this Agreement.

3.9 Backflow Prevention. In order to protect Weatherford's potable water supply from contamination, Customer agrees to comply with the cross-connection control regulations set forth in Weatherford's Municipal Code of Ordinances Title VIII, Chapter 8 (Cross Connection Control Program, as amended, and applicable regulations of the TCEQ regarding the elimination of cross-connections and backflow prevention. Customer further agrees to have the backflow prevention assembly tested and certified as required by Weatherford and any and all applicable laws, ordinances, and regulations.

3.10 Meter Reading. Weatherford shall operate, maintain and read the Point of Delivery Meter to record all Water delivered under this Agreement. Weatherford shall keep records of all measurements of Water delivered to Customer through the Point of Delivery as recorded by the Point of Delivery Meter.

3.11 Meter Testing. Either Party may request that the Meter be tested to ensure accuracy, and the cost of such testing shall be borne by the Party that made such request.

(a) If, as a result of any test, the Point of Delivery Meter is found to be registering inaccurately (more than 5% higher or lower than calibrated volumes), the readings of the Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known or agreed upon.

(b) If the Point of Delivery Meter is out of service or in need of repair such that the amount of Water delivered cannot be ascertained or computed from the reading thereof, the Water delivered through the period such Meter is out of service or out of repair shall be estimated and agreed upon by the Parties based upon the basis of the best data available. If the Parties fail to agree on the amount of Water delivered during such inoperable period, the amount of Water delivered may be estimated by:

(i) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

- (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.
- (c) If the Point of Delivery Meter is consistently registering inaccurately, the Customer shall repair, replace or rehabilitate the Meter, and all costs related thereto shall be borne by the Customer.

ARTICLE IV. RATES AND CHARGES

4.1 Connection Fee. Weatherford shall not charge a connection fee to Customer for the provision of Emergency Water Service under this Agreement.

4.2 Initiation Charge. Customer agrees to pay Weatherford a charge of \$5,000.00 for each separate time that the interconnection is opened.

4.3 Volumetric Rate. Customer shall pay to Weatherford the Volumetric Rate for all Water delivered through the Point of Delivery Meter for Emergency Water Service. The volumetric rate shall be as defined in Section 1.1.

4.4 Additional Volumetric Charge. In addition to the Volumetric Rate, Customer shall pay to Weatherford an amount equivalent to the Tarrant Regional Water District out-of-district rate for all Water delivered through the Point of Delivery Meter for Emergency Water Service.

4.5 Payment Terms. Weatherford shall, either upon completion of Emergency Water Service or at the end of each month, submit to Customer an itemized statement of the amount of Emergency Water Service furnished, as measured at the Point of Delivery Meter, and a statement of the payment due for such services. The statement shall specify a due date, which date shall not be less than fifteen (15) days after the date of the statement. The statement shall be paid on or before the due date.

4.6 Late Payment. In the event that Customer fails to make timely payment in full by the due date, then Weatherford shall furnish a late notice to Customer. If Customer does not provide payment within fifteen (15) days of receipt of the late notice, then Customer shall pay a late payment charge of two percent (2%) of the amount of the statement for each calendar month or fraction thereof that the statement remains unpaid; provided, however, that such rate shall never be usurious or exceed the maximum rate permitted by law.

4.7 Non Payment. If any Party remains delinquent in any payments due hereunder for a period of sixty (60) days, then the Party due payment may exercise any legal right or remedy to which it is entitled, including, but not limited to, termination of the Agreement.

4.8 Nondiscrimination. In executing this Agreement, Customer acknowledges that the rates and terms for Emergency Water Service set forth herein are just, reasonable, and nondiscriminatory.

ARTICLE V. REMEDIES

5.1 Liquidated Damages. If Customer breaches any of the material terms and conditions in this Agreement, Customer agrees to pay Weatherford liquidated damages in the amount of \$1,000.00 per day for each day of non-compliance. The Parties agree that this amount constitutes reasonable liquidated damages for the Customer's material breach of this Agreement in light of the anticipated or actual harm caused by a breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.

5.2 General. If any Party fails to comply with its obligations in accordance with the notice and opportunity to cure provisions set forth in this Article, any other Party shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other Party or Parties for all costs actually incurred in pursuing such remedies, including reasonable attorneys' fees, and for any penalties or fines as a result of the failure to comply with the terms.

5.3 Disputed Payment. If Customer at any time disputes the amount to be paid to Weatherford, Customer shall nevertheless promptly make the disputed payment or payments, but shall thereafter have the right to seek a determination whether the amount charged by Weatherford is in accordance with the terms of this Agreement.

5.4 Notice and Opportunity to Cure. If any Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party or Parties (referred to herein as the "Non-Defaulting Party") shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within thirty (30) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence, within a reasonable period of time after receipt of the Default Notice (to be determined according to the nature of the breach or default), the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money, or fails to thereafter pursue curative action with reasonable diligence to completion.

**ARTICLE VI.
WATER QUALITY**

6.1 Limits of Weatherford Responsibility. Weatherford shall only be responsible for the quality of water up to the Point of Delivery, and only to the extent required by the TCEQ.

6.2 Customer Responsibility. Customer shall be responsible for the quality of water downstream of the Point of Delivery.

6.3 Disinfectant. Customer acknowledges that Weatherford treats its water using chloramines as a final disinfectant. Weatherford reserves the right to use free chlorine as a final disinfectant, as deemed necessary by Weatherford for the operation of Weatherford's system. Customer shall confirm final disinfectant in Weatherford's system to determine compatibility with Customer's system. Customer shall be responsible for any adjustments to Water to ensure its compatibility in Customer's system, including any conversion from chloramine to free chlorine or vice-versa, if so desired or required by TCEQ. In addition, Customer will be solely responsible for any required flushing of its lines, ensuring the overall safety and hygiene standards of water distributed to retail customers via its distribution system in accordance with applicable regulatory requirements, and providing any required notices to its retail customers of a change in disinfection methods.

**ARTICLE VII.
TERM OF AGREEMENT**

7.1 Initial Term. The initial term of this Agreement is for a period of five (5) years from the Effective Date.

7.2 Renewals. This Agreement may be renewed for an unlimited number of terms, but only with the mutual written consent of both Parties.

**ARTICLE VIII.
TERMINATION**

8.1 Termination.

(a) Notwithstanding anything herein to the contrary, in the event Weatherford discovers that Customer has misrepresented the conditions necessitating the provision of Emergency Water Supply Service under this Agreement or has provided false or misleading information to Weatherford in order to wrongfully induce Weatherford's determination that a Qualifying Event has taken place, then Weatherford may, in its sole discretion, immediately terminate this Agreement and shall have the right to enforce any and all remedies available to it at law or in equity.

(b) Either Party may terminate this agreement by providing not less than 30 days' prior written notice of termination to the other Party.

(c) Upon termination of this Agreement, Weatherford shall physically seal or disconnect the Point of Delivery Meter or any other components in its water system as may be necessary to prevent the further delivery or receipt of Water at the Point of Delivery.

ARTICLE IX. NOTICES

9.1 Notice of Request for Emergency Service.

(a) Customer shall provide notice to Weatherford when requesting Emergency Water Service.

(b) Weatherford anticipates that most notifications for Emergency service will be during normal business hours. Weatherford, however, will provide emergency contact numbers for Emergency Water Service commencement during off-business hours.

(c) It is anticipated that notification will, due to Emergency circumstances, be verbal. However, the request for service and the circumstances describing the Emergency must be confirmed in writing at the earliest practical date.

9.2 Addresses and Notice. All notices, payments, demands, requests, and other communications between the Parties required or permitted to be given under this Agreement by either Party shall be in writing, except where otherwise expressly provided herein; and shall be deemed to be delivered when actually received, provided that if the communication is sent by depositing it in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed to the appropriate addressee as follows, then the same shall be deemed to have been received on the second mail delivery day following the day on which the communication is so postmarked. Each Party may change its address by written notice in accordance with this section.

(a) City of Weatherford:

Director of Water Utilities
917 Eureka Street
Weatherford, TX 76086

(b) Customer:

City Manager
516 Ranch House Road

**ARTICLE X.
GENERAL PROVISIONS**

10.1 Notice of Agreement. Customer agrees to provide copies of this Agreement to the TCEQ, Public Utility Commission of Texas, and/or any other governmental authority having jurisdiction over the terms and conditions set forth herein in accordance with all applicable laws and regulations.

10.2 Interpretation. The Parties recognize that this Agreement is voluntary and consensual on the part of each Party; that, absent this Agreement, Weatherford is not required by law to provide Emergency Water Service to Customer and Customer is not required by law to obtain Emergency Water Service from Weatherford; and that each Party has been represented by legal counsel who have participated in the formulation, drafting, and approval of this Agreement. Accordingly, this Agreement will be interpreted in favor of Weatherford.

10.3 Venue. The obligations of the parties to this Agreement shall be performable in Parker County, Texas; and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Parker County, Texas.

10.4 Legal Responsibility. Weatherford and Customer agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise; that each Party is not an agent of the other entity; and that each Party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its own officers, agents or employees in conjunction with performance of this Agreement; without waiving any governmental immunity available to Weatherford or Customer under Texas law and without waiving any defenses of Weatherford or Customer under Texas law. The provisions of this section are solely for the benefit of Weatherford and Customer and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of any other state.

10.6 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.7 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. If

this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms hereof to be executed.

10.8 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.

10.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and, except as may otherwise be provided in this Agreement, their assigns.

10.10 Other Agency Consent. Either Party shall secure, at its sole cost and expense, any required consent of any other agency as may be required for existing or future water purchase or financing agreements. Should Tarrant Regional Water District require consent for Weatherford to provide Emergency Water Service to Customer, then Customer shall be responsible for any costs and expenses required for such consent.

10.11 Entire Agreement; No Oral Modifications. This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental agreement executed by both parties.

(See next page for signatures)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the ___ day of _____, 2021 (the “Effective Date”).

CITY OF WEATHERFORD, TEXAS

CITY OF WILLOW PARK, TEXAS

By: _____
James Hotopp
City Manager

By: _____
Doyle Moss
Mayor

ATTEST:

ATTEST:

By: _____
City Secretary for Weatherford

By: _____
City Secretary for Willow Park

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney for Weatherford

By: _____
City Attorney for Willow Park

Exhibit A
Map of Point of Delivery



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 13, 2021	Department: Public Works	Presented By: B. Grimes
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AGENDA ITEM 13

To consider and act on any necessary action regarding the submission of a TCEQ Discharge Permit application for the new wastewater treatment plant.

BACKGROUND:

The City has negotiated an option for property owned by Willow Park Baptist Church to be used as the site for the new 1.0 MGD Wastewater Treatment Plant. The TCEQ will require that the discharge location for the additional flow change due to the impaired status of the Clear Fork of the Trinity River in this location. The TCEQ has indicated that they would support a new discharge location into Reservoir No. 23 on Squaw Creek within the Squaw Creek Golf Course property. The current discharge location into the Clearfork would remain for up to the existing .05 million gallons per day (MGD) flow. The new location would be permitted for an additional 0.5 MGD. The option to re-use effluent for irrigation purposes would be available as well. The City will be required to submit a new permit application to the TCEQ for the additional discharge at the new location. This has been prepared and is ready for submittal with Council's authorization. The project cost estimate is currently \$14.5 million which includes the infrastructure for the new discharge location.

STAFF/BOARD/COMMISSION RECOMMENDATION:

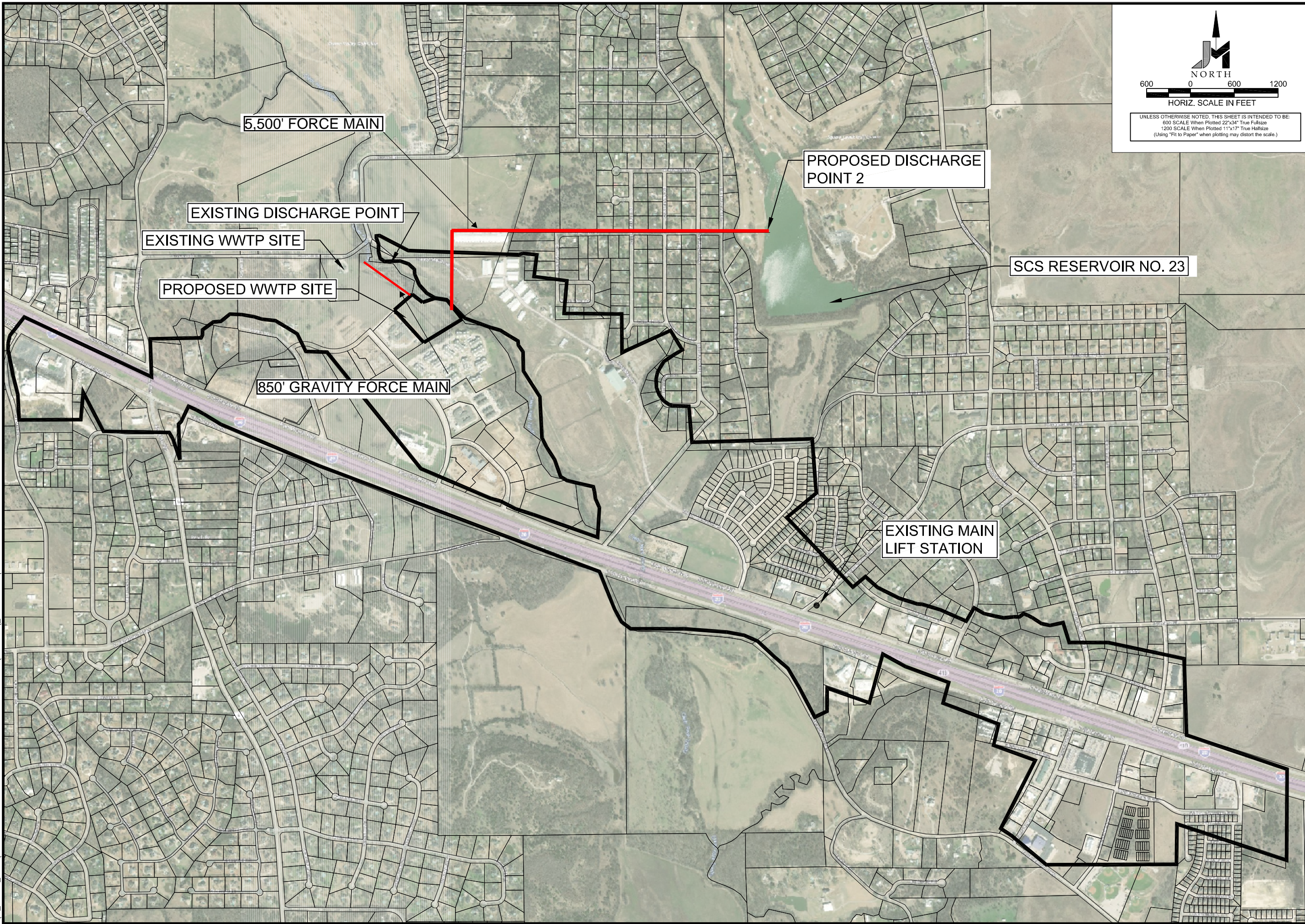
Staff recommends approval

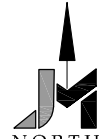
EXHIBITS:

Project map

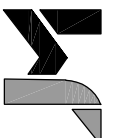
ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	

PLOTTED ON: 9/17/2020 4:56 PM PRINTED BY: DEREK TURNER
 X:\CITY\WILLOW_PARK\15013 - WASTEWATER TREATMENT PLANT IMPROVEMENTS\DRAWING\PRELIMINARY\CWSRF PROJECT MAP.DWG




 NORTH
 600 0 600 1200
 HORIZ. SCALE IN FEET
 UNLESS OTHERWISE NOTED, THIS SHEET IS INTENDED TO BE:
 600 SCALE When Plotted 22"x34" True Fullsize
 1200 SCALE When Plotted 11"x17" True Halfsize
 (Using "Fit to Paper" when plotting may distort the scale.)

3465 CURRY LANE
 SUITE 107
 DALLAS, TX, 75066
 972-693-1070
 1508 SANTA FE DR, STE 204
 WEATHERFORD, TX 76086
 817-594-9880
 4920 S. LOOP 289, STE 104
 LUBBOCK, TX 79414
 806-366-6375


JACOB MARTIN
 [FRM# F-2448]

CITY OF WILLOW PARK, TEXAS
WASTE WATER TREATMENT PLANT
 EXHIBIT
PROPOSED PLANT SITE

NO.	REVISION	DATE	SCALE	1"=600'
PROJECT # 15013 DESIGNED A.D.T. DRAWN J.D.B. CHECKED A.D.T.				

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
 CHECK SCALE & ADJUST ACCORDINGLY.

SHEET 1
 SEQ. 1 OF 1



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: April 13, 2021	Department: Admin	Presented By: City Manager
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AGENDA ITEM: Discuss and take action to authorize the mayor to execute an amendment to the agreement with Waste Management for solid waste disposal services

BACKGROUND:

Prior Board or Council Action:

The cities of Hudson Oaks, Willow Park, Annetta, Annetta North and Annetta South (collectively, the "Cities") entered into a five-year agreement with Waste Management for solid waste disposal that took effect on May 1, 2016 and expires April 30, 2021.

Background Information/Analysis:

The Cities are currently under an agreement with Waste Management for solid waste disposal. This is a separate agreement from our agreement with Republic Services for solid waste *collection*. Our agreements combined allow for Republic to collect the Cities solid waste and contractually obligates them to take that collection to the Waste Management transfer station. By collaboratively working together we are able to negotiate a better rate with the disposal company which in turns gets our residents the lowest rate possible. This agreement expires on April 30, 2021.

Hudson Oaks City Administrator, Sterling Naron, and Annetta North Mayor Pro-Tem, Rob Watson, have worked with Waste Management over the last couple of months to negotiate an amendment to the agreement for an extension of services.

The objectives we had going into negotiations were to continue our contract with Waste Management at as close to the current rate as possible. We also wanted to reduce our obligated about of tonnage from 35,000 tons to 20,000 tons. We have delivered tonnage between 20,000 and 24,000 over the last few years, however Waste Management has not enforced the shortage against us. Lastly, we did not want to negotiate a disposal agreement that would jeopardize our agreement with Republic Services by requiring them to drive further to dispose of the solid waste they collect.

The highlights are:

- 5-year Extension Term as provided for in Section 3(a) of our original contract. The new term begins May 1, 2021 and will expire on April 30, 2026.
- Reduction of the "Cities" minimum annual tonnage commitment from 35,000 tons per year to 19,000 tons per year.
- Increase of Waste Management's rate for disposal from \$39.20 (current rate of \$37.51 plus their entitled 4.5% increase) per ton to **\$41.15 per ton, effective May 1, 2021**. This equates to a net increase of \$1.95 per ton.
- Waste Management's rate for disposal will remained fixed for 24-months, until May 1, 2023. The Cities agree that Waste Management will have the right to adjust the disposal rate by 4.5% every two years thereafter.

I appreciate the corporation and trust of all the cities party to this agreement. By working together on regional services, we are able to provide the best service to our residents at the lowest cost possible.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Suggested Motion: I move to accept the amendment to the agreement with Waste Management for solid waste disposal services as presented.

EXHIBITS:

Amendment to Solid Waste Disposal Agreement
Original Solid Waste Disposal Agreement

AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT

This **AMENDMENT TO SOLID WASTE DISPOSAL- AGREEMENT** (this “Amendment”) is entered into as of the _____ day of _____, 2021 by and between Waste Management of Texas, Inc. (“Company”) and the Cities of Hudson Oaks, Willow Park, Annetta, Annetta North, and Annetta South, Texas (collectively, the “Cities”).

W I T N E S S E T H:

WHEREAS, the Cities and Company previously entered into a certain Solid Waste Disposal Agreement, dated March 31, 2016 (the “Agreement”), whereby Company agreed to accept the Cities’ waste at Company’s designated transfer station, under the terms as more particularly set forth in the Agreement;

WHEREAS, the Cities and Company desire to extend the Agreement term and to make such other modifications to the Agreement as set forth herein; and

NOW, THEREFORE, the Parties hereto agree as follows:

1. The Term of the Agreement shall renew on May 1, 2021 and shall extend through April 30, 2026.
2. The first three sentences only of section 4.a., Rates for Disposal, are hereby superseded and replaced with the following language:

Beginning on May 1, 2021, Company agrees to charge and the Cities agree to pay \$41.15 for each ton of Acceptable Waste delivered by the Cities or their Carrier(s) to the Transfer Station. This \$41.15 per ton rate includes the Texas Commission on Environmental Quality’s state fee. This rate of \$41.15 per ton shall not apply to any waste generated or collected outside the corporate or extraterritorial limits of the Cities.

Section 4.b., shall be replaced with the following language:

The disposal rate will be fixed for the first twenty-four (24) months of this amended Agreement. The Cities agree that the Company shall have the right to increase the disposal rate by 4.5% every two years, with the first increase to take effect on or after May 1, 2023.

3. The first sentence only of Section 5, Tonnage Commitment, is hereby superseded and replaced with the following language:

The Cities shall deliver a minimum of 19,000 tons of Acceptable Waste to the Transfer Station each year as calculated from May 1 through April 30 (“Minimum Tonnage Commitment”).

4. Nothing contained herein shall be deemed to supersede, amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

Signatures on the following page

EFFECTIVE AS OF May 1, 2021.

CITIES:

COMPANY:

City of Hudson Oak, Texas

Waste Management of Texas, Inc.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

City of Willow Park, Texas

By: _____
Title: _____
Date: _____

City of Annetta, Texas

By: _____
Title: _____
Date: _____

City of Annetta North, Texas

By: _____
Title: _____
Date: _____

City of Annetta South, Texas

By: _____
Title: _____
Date: _____

CONTRACT SCAN

16-009

Contract Name	Solid Waste Disposal Agreement
Vendor	WASTE MANAGEMENT OF TEXAS, INC.
Execution Date	05/10/2016
Minute Order	2016-21
County File #	

Solid Waste Disposal Agreement

This Solid Waste Disposal Agreement dated this 31st day of March, 2016 by and between Waste Management of Texas, Inc., a Texas corporation (the "Company"), and the Cities of Hudson Oaks, Willow Park, Annetta, Annetta North, and Annetta South, Texas (collectively, the "Cities").

WHEREAS, the Cities and Company desire to enter into an exclusive contract for disposal of the residential, commercial, and industrial solid waste generated within the limits of each City, and the extraterritorial jurisdiction of each City to the extent serviced by the Carrier;

WHEREAS, Company owns and operates a transfer station that receives solid waste generated by residential, commercial, and industrial businesses for disposal;

WHEREAS, the proper disposal of the Cities' solid waste is critical to the public's health, safety, and welfare and is a procurement necessary to preserve and protect the health and safety of the Cities' residents;

WHEREAS, this Agreement falls within the exemption set out in §252.022(a)(2) of the Texas Local Government Code;

WHEREAS, each City has the authority under §363.116 and §363.117 of the Texas Health & Safety Code to enter into this Agreement so that each City is provided solid waste management disposal services on the terms considered appropriate by the City; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Definitions:

- a. Transfer Station shall mean the Company's transfer station facility permitted by the Texas Commission on Environmental Quality to receive Acceptable Waste, located at 12280 Camp Bowie West, Fort Worth, Texas, 76008, and commonly known as the Westside Transfer Station
- b. "Cities" shall mean and include the Cities of Hudson Oaks, Willow Park, Annetta, Annetta North, and Annetta South, Texas.
- c. "Acceptable Waste" shall mean all non-hazardous solid waste generated by or at residences, commercial businesses, city or governmental facilities, or industrial businesses in any one of the Cities' limits or extraterritorial jurisdiction serviced by the Carrier, that may be legally received, handled or processed at the Transfer Station.

- d. "Carrier" shall mean the persons or entities contracted by each City to collect and transport the Acceptable Waste on behalf of the City to the Transfer Station. Carrier also includes the City itself when the City self-hauls its Acceptable Waste to the Transfer Station.
- e. Words that have a well-known technical or trade meaning, unless otherwise specifically defined in this Agreement, shall be construed in accordance with such well-known meaning, recognized by the solid waste transportation professions and trades.

2. **Acceptable Waste.** The Cities agree to deliver or cause to be delivered and Company agrees to accept for disposal all Acceptable Waste generated within the corporate city limits of each of the Cities and the extraterritorial jurisdiction of each City to the extent serviced by the Carrier. Either the Cities or their Carrier(s) shall be required to deliver all Acceptable Waste generated within the Cities to the Transfer Station during the term of this Agreement. Waste generated or collected outside the corporate or extraterritorial limits of the Cities is not considered Acceptable Waste. Waste collected by a Carrier outside of the Cities' corporate limits or extraterritorial jurisdiction does not fall under this Agreement, and is not considered Acceptable Waste.

The Cities agree to deliver all Acceptable Waste to the Transfer Station. "Acceptable Waste" means waste to be delivered to the Transfer Station that (i) will be of the type that can legally be received at the Transfer Station pursuant to its stated issued permit and legally disposed of at a Type I, Municipal Solid Waste Facility; (ii) will not contain any special, hazardous, radioactive, or toxic waste or substance as defined by applicable federal, state or local laws or regulations. All waste not meeting the criteria of (i), (ii), and (iii) above shall be referred to as "Unacceptable Waste" and the Cities agree not deliver or caused to be delivered Unacceptable Waste to the Transfer Station. Title to Acceptable Waste shall transfer to the Company upon Company's acceptance of the Acceptable Waste for at the Transfer Station.

If the Cities or their contracted transporter delivers or unloads waste at the Transfer Station that is thought to be Acceptable Waste, but subsequently the Cities or their contracted transporter obtains knowledge or information that such waste is or may be Unacceptable Waste, the Cities shall inform the Company immediately. Neither title to nor liability for Unacceptable Waste shall vest in the Company at any time.

3. **Term of Agreement.**

- a. This Agreement shall take effect on May 1, 2016 and shall continue until March 31, 2017, except that the Agreement shall automatically be extended through April 30, 2021 if the two following contingencies are met prior to March 31, 2017: (a) Company receives written approval on or before March 31, 2017 from the Walsh Ranches Limited Partnership that allows the Transfer Station to continue operating; and (b) Company receives a revised City of Fort Worth, Texas platting agreement for the Transfer Station on or before March 31, 2017.

The initial 5-year term of the Agreement may be extended for five (5) additional five (5) year terms by mutual written agreement of all parties.

- b. Notwithstanding any contrary provision of this Agreement, Company agrees to accept for disposal all Acceptable Waste generated within the corporate limits and the extraterritorial jurisdiction of the City of Aledo, Texas and delivered to the transfer station by the Cities Carrier under the same terms and conditions of this Agreement.

4. Rates for Disposal.

- a. Beginning on May 1, 2016, Company agrees to charge a disposal rate of \$34.25 for each ton of Acceptable Waste received at the Transfer Station by the Cities or their Carrier(s). This \$34.25 per ton rate includes the Texas Commission on Environmental Quality's state fee. This rate of \$34.25 per ton shall not apply to any waste generated or collected outside the corporate or extraterritorial limits of the Cities. The Company shall invoice the Cities' designated Carrier monthly for the Acceptable Waste generated within the Cities or extraterritorial limits of the Cities and delivered to the Transfer Station.
- b. The disposal rate will be fixed for the first twenty-four (24) months of this Agreement. The Cities agree that Company shall have the right to increase the disposal rate by 4.5% every two years, with the first increase to take effect on or after May 1, 2018.
- c. After the expiration of the first twelve (12) months of the Agreement, and subsequently on each April 1 for the duration of the Agreement, the disposal rate shall be subject to a fuel surcharge as follows: The base disposal rates will be subject to a fuel surcharge of an additional one percent (1%) for every twenty-five cent (\$0.25) increase in the price of diesel fuel above and including \$3.75 per gallon (with a 1% surcharge beginning at \$3.75 per gallon, and a 2% surcharge at \$4.00 per gallon, etc.). The annual diesel fuel price shall be determined based on the most recent rolling twelve (12) month average as determined by reference to the Energy Information Administration of the U.S. Department of Energy (EIA/DOE) Weekly Retail on Highway Diesel Prices for the Gulf Coast.
- d. Company shall be entitled to additional adjustments to the disposal rate from time-to-time during the Agreement term for increases in Company's costs due to changes in federal, state or local laws, rules or regulations and increases in governmental taxes, tariffs, or surcharges. Documentation of such an increase shall be submitted to the Cities in advance of the change taking effect.

Except as provided in the preceding paragraphs 4a. through 4.c., the Company may adjust the disposal rates hereunder in proportion to increases in the Company's cost for or resulting from (i) changes in any laws, ordinances, regulatory requirements or guidelines, (including

changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof by the applicable regulating authority), (ii) orders or directives of any court or governmental body or instrumentality thereof directly related to the continued disposal of the City's solid waste, excluding fines or judgments levied on Company resulting from Company's violation of any federal, state or local law, (iii) reasonable additional preparation for other work required by any sample of Special Waste or actual, newly disclosed or newly discovered changes in the properties, characteristics or conditions of the Waste, or new handling procedures required by federal, state, or local regulations.

During the Term of this Agreement should an increase or a new fee, tax or charge by any local, state, or federal government entity be charged specific to the solid waste disposal industry and assessed upon waste disposal, such additional fees, taxes or charges, as directly related to the Cities' Waste disposed at the given Transfer Station will be borne by the Cities. Furthermore, should there be a change in local, state or federal law specific to the solid waste industry that materially and directly impacts the operating costs of the Transfer Station in relation to the Cities' Acceptable Waste, the Cities will pay their pro-rata share of the additional costs.

5. Tonnage Commitment. The Cities shall deliver a minimum of 35,000 tons of Acceptable Waste to the Transfer Station each year as calculated from May 1 through April 30 ("Minimum Tonnage Commitment"). Within thirty days after April 30 each year, the Company will advise the Cities, in writing, if they have failed to meet the Minimum Tonnage Commitment for the prior 12 month period. If the Minimum Tonnage Commitment is not met in any one year, Company shall determine the tonnage shortfall in tons, which shall be multiplied by the then-current disposal rate to determine the tonnage shortfall amount. The Company shall bill the Carrier for the tonnage shortfall amount within 30 days after April 30 of each year, and the Carrier shall remit payment of the tonnage shortfall amount to the Company within 30 days of the invoice date.

6. Compliance with Laws. The Cities shall, in all matters relating to the collection, transportation and delivery of the Waste hereunder to Company, comply with all applicable federal, state and local laws, regulations, rules and orders relating to such activities. The Cities represent that it and its Carrier(s) will utilize necessary and appropriate methods to screen waste coming through the Company's Transfer Station, which waste is scheduled for disposal at the Transfer Station, to help ensure such waste does not contain or constitute Unacceptable Waste.

7. Exclusivity. The Cities agree that this Agreement is exclusive, and that the Company shall have the exclusive right to receive for disposal all of the Acceptable Waste generated within the corporate limits of the Cities. Regardless of whom transports the Acceptable Waste, the Cities agree that they will require any Carrier to deliver all Acceptable Waste, as qualified in this Paragraph, pursuant to this Agreement.

8. Operating Rules.

a. The Company reserves the right to make and enforce reasonable rules and regulations concerning Transfer Station operations, the conduct of the drivers and others on

Company or Transfer Station premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Transfer Station. The Cities and their Carrier(s) agree to conform to such rules and regulations as they may be established and amended from time to time.

b. The Company shall have the right to refuse to allow delivery or acceptance of Unacceptable Waste, even if only a part of the waste load is nonconforming. Cities or their Carrier(s) shall inspect all Waste at the place of collection, and shall remove any Unacceptable Waste before transporting it to the Transfer Station. The Company shall have the right to inspect all trucks of each Carrier including the Cities' trucks in order to determine whether the material is Acceptable Waste or not. It is understood, however, that the failure of the Company to perform any such inspection, or the failure of the Company to detect Unacceptable Waste despite such inspections, shall in no way relieve Cities or their Carrier of the obligations to dispose of only Acceptable Wastes. The Cities or their Carrier(s) shall be responsible for and bear all reasonable expenses incurred by Company for the removal and proper disposal of Unacceptable Waste delivered by the Cities or their Carrier in accordance with Paragraph 11 below.

c. Company has the right to weight all of the Acceptable Waste delivered by the Cities or their Carrier(s) at the Transfer Station. Any additional and unwarranted charge found in any invoice shall be credited to the following month's invoice.

d. In the event that the Cities or their Carrier(s)'s vehicle should become incapacitated or unable to move while on the Transfer Station premises, the Company may, but shall not be obligated to, provide assistance in moving the vehicle. In such circumstances, the Cities or their Carrier(s)'s driver or agent shall make any necessary connections to City's vehicle and City expressly agrees that the Company shall have no liability for damage, except damages resulting from negligence or gross negligence of Company, to the Cities or their Carrier(s)'s vehicle or property while providing such assistance.

e. Company agrees that, for the purposes of this Agreement, the Cities or their Carrier(s) shall be allowed to access the Transfer Station during its normal hours. The Transfer Station will be open Monday through Friday from 4:00 a.m. to 5:00 p.m., on Saturday from 4:00 a.m. to noon, and will be closed on Sundays. The City will generally require Transfer Station access for disposal of Acceptable Waste every calendar day except for Sundays and the following holidays: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. Transfer Station waste acceptance hours and days of operation may be altered with the written consent of both parties.

9. Payment. By the tenth day of the month, Company shall send monthly invoices to the Cities' designated Carrier(s) for all charges due in that prior month. The Carrier(s) shall pay Company within thirty (30) calendar days of the date of invoice. The Carrier shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of 2.5% per month or, if less, the maximum rate allowed by law. If the Carrier fails to timely pay Company's invoices, the Company has the right, after giving at least ten (10) calendar days' written notice to the Cities' Manager, Administrator, or Mayor, to suspend disposal services.

10. Right of Disposal. This Agreement does not grant any rights to the Cities or their Carrier(s) to dispose of Waste other than in accordance herewith. The Company reserves the right to terminate access to the Transfer Station to any of the Cities or their Carrier(s) in the event of breach or violation by any of the Cities or their Carrier(s) of any of the Company's operating rules (as provided under Paragraph 8 above), any breach of this Agreement or any applicable laws, upon fourteen (14) calendar days of receipt of written notice of the same to the Cities. The Cities shall be afforded opportunity to cure breach within this fourteen (14) day period.

11. Indemnification. To the extent allowed by law, the Company agrees to indemnify, save harmless, and defend the Cities from and against any and all demands, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused, in whole or in part, by the negligent or willful acts or omissions of the Company's employees or its subcontractors in the performance of this Agreement.

To the extent allowed by law, the Cities agree to indemnify, save harmless, and defend the Company from and against any and all demands, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or rules to the extent caused by any City's breach of any warranty, term or provision of the Agreement, or any negligent or willful act or omission of any of the Cities, their employees, or contractors in the performance of this Agreement.

The Company shall be responsible for and shall pay or reimburse the Cities for any and all reasonable expenses incurred by the Cities as a result of breach(es) by the Company of its obligations hereunder. Each City shall be responsible for and shall pay or reimburse the Company for any and all reasonable expenses incurred by the Company as a result of breach(es) by that individual City of their obligations hereunder.

The indemnification and other obligations stated in this Paragraph 11 shall survive the termination of this Agreement.

12. Insurance. The Cities and/or their designated Carrier(s) shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

Coverages	Minimum Limits of Liability
Worker's Compensation	Statutory

General Liability	\$1,000,000 combined single limit/\$2 million aggregate
Automobile Liability	\$1,000,000 combined single limit/\$2 million aggregate

All insurance policies will be written by insurers authorized to do business in the state in which the Transfer Station is located. Prior to the Cities' designated Carrier(s) being allowed on Transfer Station premises, the Carrier(s) shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force, and all the policies listed above, with the exception of the Workers' Compensation policy, shall name the Company as an additional insured. Said policies shall not thereafter be cancelled, be permitted to expire, or be changed without thirty (30) calendar days' advance written notice to the Company.

Company agrees to maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

Coverages	Minimum Limits of Liability
Worker's Compensation	Statutory
General Liability	\$1,000,000 combined single limit/\$2 million aggregate

Company agrees to add the Cities as additional insureds under its General Liability policy.

13. Failure to Perform; Force Majeure. Neither party shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including but not limited to, strikes or other labor disputes; lockouts, riots, civil disturbance or sabotage; fires, floods, explosions, accidents, weather or acts of God affecting either party hereto. In the event of any of the circumstances listed in the preceding sentence, or if any federal, state or district court or governmental agency, such as the Texas Commission on Environmental Quality, takes any action which would (i) close or restrict operations at the Transfer Station, (ii) limit the quantity or prohibit the disposal of waste at the Transfer Station, or (iii) limit the ability of or prohibit the Cities from delivering waste to the Transfer Station, except a closure resulting from Company's failure to comply with applicable federal, state, or local regulations, the Company shall have the right, at its option, to reduce, suspend or terminate the Cities' access to the Transfer Station immediately, without prior notice and without any additional liabilities between the parties, other than the Cities and/or its Carrier's then due payment obligations hereunder. Provided, however, Company shall be obligated to notify the Cities within three (3) calendar days of Company's receipt of any notice from any federal, state or district court or governmental agency that may adversely affect Company's ability to perform under the terms of this Agreement. In the event that closure of the Transfer Station is deemed imminent, Company and the Cities, in good faith, shall immediately begin to negotiate in accordance with Paragraph 15 below.

14. Rights of Refusal/Rejection. Company has the right to refuse or reject after acceptance any whole or partial load of waste delivered to the Transfer Station if, upon reasonable inspection, information, and documentation, Company determines that some or all of the load contains Unacceptable Waste. If the Cities or their Carrier delivers Unacceptable Waste to the

Transfer Station and the Company becomes aware that the waste is or contains Unacceptable Waste, the Company shall notify City and the Company shall have the option to either: a) remove and dispose of the Unacceptable Waste and charge City for the reasonable costs; or, b) require the City to promptly remove the Unacceptable Waste. If the Cities or their Carrier(s), at any time, obtain information indicating that a load or part of a load of Waste delivered to the Transfer Station contained, in whole or in part, Unacceptable Waste, the Cities or their Carrier agrees to notify Company as soon as possible and to provide Company with access to all information forming the City's belief that Unacceptable Waste was delivered to or accepted by the Transfer Station.

15. Termination. Company or City may terminate this Agreement upon a breach by the other party of any provision of this Agreement and the failure of such party to cure such breach or take reasonable actions to cure such breach within fourteen (14) calendar days following receipt of written notice of the breach from the Company or City.

16. Non-Appropriation of Funds. If the governing body of any city fails to specifically appropriate sufficient funds to make the payments due in any fiscal year, an Event of Non-Appropriation will have occurred, and such City may terminate the Agreement as of the current fiscal year. Nothing in the Agreement will be deemed in any way to obligate any City or create a debt of the City beyond its current fiscal year. Company has no right to compel any City to levy or collect taxes, to make any payments required hereunder or to expend funds beyond the amount provided for in the then current fiscal year of the City.

17. Miscellaneous.

a. This Agreement shall be governed by the laws of the State of Texas. Venue shall be in Parker County, Texas.

b. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.

c. No modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing, signed by all parties to this Agreement.

d. If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

e. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

f. Neither party may assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that the

Company may, without any such prior written consent from each City, assign its rights and/or obligations under this Agreement to a subsidiary, parent or other affiliate corporation, pursuant to a merger or otherwise.

g. This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by the Cities or Company which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Cities and Company and shall be of no effect.

18. Notices.

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given: (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; or (ii) by delivering same in person (or via commercial third party delivery service) and providing evidence of receipt at the office of the intended addressee to the addresses given below.

If to the Cities:

To the individual for each City identified on the signage page below.

With a copy to:

Robert M. Allibon
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If to the Company:

Waste Management of Texas, Inc.
Attn: Manager
12280 Camp Bowie West
Ft. Worth, TX 76008

With a copy to:

Waste Management of Texas, Inc.
Attn: Legal Counsel
9708 Giles Road
Austin, Texas 78754

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**COMPANY AND CITY IN CONSIDERATION OF THE MUTUAL OBLIGATIONS
CONTAINED HEREIN, AGREE THIS IS A LEGALLY BINDING AGREEMENT.**

CITIES:

City of Hudson Oak, Texas

Pat
Signature (Authorized Representative)

Pat Deen
Name (Please Print)

Mayor
Title

5/10/16
Date

COMPANY:

Waste Management of Texas, Inc.

[Signature]
Signature (Authorized Representative)

Donato J. Smith
Name (Please Print)

PRESIDENT
Title

4-28-16
Date

City of Willow Park, Texas

[Signature]
Signature (Authorized Representative)

RICHARD NEVERDAUSKY
Name (Please Print)

MAYOR
Title

3/3/2016
Date

City of Annetta South, Texas

[Signature]
Signature (Authorized Representative)

Gerhard Kleinschmidt
Name (Please Print)

Mayor
Title

3/31/16
Date

City of Annetta, Texas

[Handwritten Signature]

Signature (Authorized Representative)

Bruce Pinckard
Name (Please Print)

Mayor
Title

3/31/16
Date

City of Annetta North, Texas

[Handwritten Signature]

Signature (Authorized Representative)

Robert Schmidt
Name (Please Print)

Mayor
Title

April 12, 2016
Date

MINIMUM STANDARDS AND SPECIFICATIONS

In addition to compliance with all applicable federal, state, and local laws, regulations, and ordinances, the Cities that self-haul or their Carrier(s) shall meet the following minimum standards and specifications in order to have access to the Transfer Station:

- All City or Carrier drivers shall have:
 - a current and appropriate state Commercial Driver's License.
 - a copy of the vehicle registration, inspection sticker and insurance card.
 - the most recent annual Motor Vehicle Report (not to exceed six months of current date).
 - a current and valid U.S. DOT required medical certificate.
- Vehicles shall meet all current Department of Transportation and appropriate state inspections, Licenses, regulations and permits, without limitation.
- All drivers shall be 21 years or older.
- All Carrier's employees shall be courteous at all times and shall not use loud or profane language at Company's facility.
- All trailers and other vehicles shall have clearly visible on each side the identity and telephone number of the Carrier.
- Carrier shall not hold or receive a "Conditional" or "Unsatisfactory" safety rating with the U.S. DOT.
- If needed, Carrier will utilize overweight permits when allowed by law.