



**City of Willow Park  
City Council  
Regular Meeting Agenda  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, May 25, 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**

**Proclamations**

**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 May 11, 2021.

### **Regular Agenda Items**

1. Discussion/ Action: To consider and act on the election of the Mayor Pro Tempore (Mayor Pro Tem) and an Alternative Mayor Pro Tempore for the 2021-2022 year.
2. Discussion/ Action: To consider, discuss and/or approve a consulting services agreement with the Tommy Morris Agency to solicit sealed proposals for the City's group health, dental, vision and life insurance.
3. Discussion/ Action: To consider and act on Police Department Budget Amendment.
4. Discussion/ Action: To consider and act on approval of the First Amendment to the Agreement for Water Service between the City of Fort Worth and Willow Park.
5. Discussion/Action: To consider and act on approval of the First Amendment to the Agreement for Funding, Construction and Maintenance of Water Supply Facilities between the City of Hudson Oaks and Willow Park.
6. Discussion/ Action: To consider and act on the sale of F750 Brush Truck to Sulfur Bluff Volunteer Fire Department for \$35,000.
7. Discussion/ Action: To consider and act on all matters incident and related to the issuance and sale of "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A" including the adoption of an ordinance authorizing the issuance of such certificates in an amount not to exceed \$14,500,000 to finance the costs of paying contractual obligations to be incurred (i) for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system

properties or facilities, including land and rights-of-way therefor and, and (ii) to pay professional services rendered in relation to such projects and the financing thereof.

8. Discussion/ Action: To consider and act on awarding the construction bid on ground storage tank and pump station for the Fort Worth water project.
9. Discussion/ Action: To consider and act on items to be considered for future council meetings.
  
10. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

### **Executive Session**

The City Council may convene in executive session on the following items:

- A. § 551.071. Texas Government Code. Consultation with Attorney:  
Brennan v. City of Willow Park, Aledo et. al.
- 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 May 21, 2021 at 5:00p.m.

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Alicia Smith TRMC/ CMC, City Secretary

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





**City of Willow Park  
City Council  
Regular Meeting Minutes  
Municipal Complex  
516 Ranch House Rd, Willow Park, TX 76087  
Tuesday, May 11, 2021 at 7:00 p.m.**

**Call to Order**

Mayor Moss opened the meeting at 7:00 pm.

**Present:**

Mayor Doyle Moss  
Councilmember Eric Contreras  
Councilmember Tyler VanSant  
Councilmember Greg Runnebaum  
Councilmember Lea Young  
Councilmember Nathan Crummel

**Staff present:**

City Manager Bryan Grimes  
City Attorney Pat Chesser  
City Secretary Alicia Smith

**Invocation & Pledge of Allegiance**

Brad McKerley, from Christ Chapel Church led the invocation and pledge of allegiance.

**Proclamations**

Mayor Moss read a proclamation honoring Peace Officers Day/ Week.  
Mayor Moss read a proclamation honoring Municipal Clerks Week.

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

None

**Consent Agenda**

**A. Approve City Council Meeting Minutes – Regular Meeting April 13, 2021.**

Motion made by Councilmember

To

Seconded by Councilmember

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

Motion passes with a vote of 5-0

**Regular Agenda Items**

**1. Discussion/ Action: City Secretary will issue the certificate of election, administer the statement of elected officials and the oath of office to the newly elected council members, Mayor Doyle Moss, Eric Contreras -Place 1, and Tyler VanSant - Place 2. And will swear in Mayor and Councilmembers**

**2. Discussion/ Action: To consider and act on a Final Plat of Lot 1, Trinity Fields Addition, being 81.767 acres J.M. Froman Survey, Abstract No. 471 and I. & G.N.R.R. Company Survey, Abstract No. 1821, City of Willow Park, Parker County, Texas.**

Motion made by Councilmember Contreras

To approve a Final Plat of Lot 1, Trinity Fields Addition, being 81.767 acres J.M. Froman Survey, Abstract No. 471 and I. & G.N.R.R. Company Survey, Abstract No. 1821, City of Willow Park, Parker County, Texas.

Seconded by Councilmember Runnebaum

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

Motion passes with a vote of 5-0

**3. Discussion/ Action: To consider and act on consider a request to rezone from "C/IH-20" Commercial/IH-20 Overlay District to PD Planned Development District RV Storage, 12.49 acres being Lot 1 R2 and 1 R3, Block A, Crown Bluff Addition and 7.59 acres, David Addington Survey, Abstract No 21, City of Willow Park, Parker County, Texas located in the 4400 Block of IH-20 Service Road and Clear Fork Circle.**

**A. Open Public Hearing**

Public hearing was opened at 7:12 pm

Betty Chew, City Planner, spoke and answered questions.

Will Schoonover, with Baron and Stark Engineering spoke and answered questions.

**B. Close Public hearing**

Public hearing was closed at 7:20PM

**C. Act on Ordinance**

Motion was made by Councilmember VanSant

To approve Ordinance 830-21, an ordinance to rezone from "C/IH-20" Commercial/IH-20 Overlay District to PD Planned Development District RV Storage, 12.49 acres being Lot 1 R2 and 1 R3, Block A, Crown Bluff Addition and 7.59 acres, David Addington Survey, Abstract No 21, City of Willow Park, Parker County, Texas located in the 4400 Block of IH-20 Service Road and Clear Fork Circle.

Seconded by Councilmember Young

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

Motion passes with a vote of 5-0

**4. Discussion Only: Jake Webber Financial report for 2<sup>nd</sup> quarter of the FY 20-21.**

Jake Weber, City Accountant, presented the 2<sup>nd</sup> quarter financial reports to the council.

**5. Discussion/ Action: Consider and act to enter into a mutual aid agreement with North Central Texas Council of Governments to provide public works mutual aid in an emergency, disaster, or civil emergency.**

Motion made by Councilmember Young

To enter into a mutual aid agreement with North Central Texas Council of Governments to provide public works mutual aid in an emergency, disaster, or civil emergency.

Seconded by Councilmember Contreras

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

Motion passes with a vote of 5-0

**6. Discussion/ Action: To consider and act DataProse proposal.**

Motion made by Councilmember Young

To approve a contract with DataProse, regarding utility billing.

Seconded by Councilmember VanSant

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

Motion passes with a vote of 5-0

**7. Discussion/ Action: To consider and act to authorize Staff to purchase restroom facilities for the Cross Timbers Park; Set an amount not to exceed.**

Motion made by Councilmember Young

To authorize Staff to purchase restroom facilities for the Cross Timbers Park;

Set an amount not to exceed \$150,000

Seconded by Councilmember Contreras

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

Motion passes with a vote of 5-0

**8. Discussion/ Action: To consider and act Consider all matters incident and related to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A” including the adoption of an ordinance authorizing the issuance of such certificates in an amount not to exceed \$14,500,000 to finance the costs of paying contractual obligations to be incurred (i) for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including land and rights-of-way therefor and, and (ii) to pay professional services rendered in relation to such projects and the financing thereof.**

Motion made by Councilmember Young

To table this item until the May 25, 2021, meeting.

Seconded by Councilmember Contreras

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

Crummel

Motion passes with a vote of 5-0

**9. Discussion Only: §551.072. Deliberation Regarding Real Property: City Hall Update**

Council convened to executive session

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

CO issuance

Budget amendments

Consult with attorney regarding ongoing litigation.

Fort Worth water project update

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

May 25, 2021

**Executive Session**

Council convened into executive session at 7:49 PM

**A. §551.072. Deliberation Regarding Real Property: City Hall Update**

**B. § 551.071. Texas Government Code. Consultation with Attorney**

**C. 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.**

Council reconvened into open session at 8:23 PM.

No action was taken

Adjournment

Motion made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember Contreras

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

Motion passes with a vote of 5-0

Meeting was adjourned at 8:25 PM

**APPROVED:**

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Doyle Moss, Mayor

**ATTEST:**

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Alicia Smith, City Secretary



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> May 25, 2021	<b>Department:</b> Legislation	<b>Presented By:</b> Alicia Smith
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**AGENDA ITEM: To consider and act on the election of the Mayor ProTem for 2021-2022**

**BACKGROUND:**

Every year after the general election, a mayor pro tempore ( Pro Tem) must be elected to serve for the upcoming year.

**Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE.**  
**(a)** The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

**(b)** At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

**EXHIBITS:**

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





# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> May 25,2021	<b>Department:</b> Administration	<b>Presented By:</b> City Manager
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**AGENDA ITEM:**

The City Council may consider, discuss and/or approve a consulting services agreement with the Tommy Morris Agency to solicit sealed proposals for the City's group health, dental, vision and life insurance.

**BACKGROUND:**

The Tommy Morris Agency has been working with the City of Willow Park for the past few years and has assisted the City with procurement of the City's group health, dental, and vision. Staff recommends approving the contract and beginning the procurement process.

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

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**EXHIBITS:**

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

## CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT** (this “Agreement”) is made and entered into effective as of the 25<sup>th</sup> day of May, 2021, by and between the City of Willow Park (“City”) and Tommy Morris Agency LLC (“Consultant”).

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

**WHEREAS**, City is seeking competitive sealed proposals for group health, dental, vision and life insurance (the “City Employee Benefit Program”) for City employees and their dependents;

**WHEREAS**, City desires to have Consultant provide the following professional insurance consulting services (the “Services”) to the City: i) develop proposal specifications to solicit sealed proposals for the City Employee Benefit Program for Fiscal Year 2021-22; ii) solicit proposals for the City Employee Benefit Program; and (iii) analyze proposals received for the City Employee Benefit Program;

**WHEREAS**, Consultant is experienced in the Services and desires to enter into this Agreement with the City.

**NOW, THEREFORE**, in consideration of the premises and of the covenants, promises, conditions and undertakings contained herein, the parties hereby agree as follows:

### TERMS

Section 1. Term of Agreement. This Agreement shall be effective as of May 25, 2021, and shall continue in effect until the completion of the performance of the Services, or until the agreement is terminated by either party upon ten (10) days prior written notice. Upon mutual agreement of the parties, the Agreement may be extended for additional terms of one (1) year.

Section 2. Independent Consultant. Consultant shall perform its duties and obligations hereunder as an independent consultant and nothing contained herein shall be deemed to create a relationship of employer-employee, master-servant, agency, partnership, or joint venture.

Section 3. Description of Services. Consultant shall provide the City with the Services as defined herein.

Section 4. Time to be Devoted to Services. This Agreement commits Consultant to devote sufficient time and attention to the performance of the Services while this Agreement is in effect so as to provide City with the Services contemplated herein.

Section 5. Compensation. In consideration of the Services to be performed by Consultant, City shall pay Consultant the sum of \$100.00 payable upon the signing of the Agreement by both parties. This fee is not refundable. In addition, Consultant may earn commissions from the insurance carrier(s) who are awarded the contract to provide the City Employee Benefits Program by the City.

Section 6. Confidential Information. In the course of the performance of the Services, Consultant may have access to confidential information, records, data, and/or processes owned by or in the possession of City (or any affiliate) and used in the course of City's business, including confidential information related to the Services. Except as needed in the performance of the Services provided herein, Consultant shall not directly or indirectly disclose to any party or parties or use any such confidential information, records, data, and/or processes owned by or in the possession of City (or any affiliate) or related to Services, without the prior written consent of City.

Section 7. No Consequential Damages. In no event shall either party, or its respective officers, Council members, agents and employees, be liable (in contract or in tort, including negligence, strict liability, indemnity and warranty) to the other party for special, indirect, incidental or consequential damages, including but not limited to loss of profits or revenues, loss of goodwill, claims of customers, cost of capital, or similar damages arising from the performance or nonperformance of this Agreement.

Section 8. Amendments. This Agreement may only be amended by a writing signed by all of the parties to this Agreement.

Section 9. Sole and Only Agreement. This Agreement constitutes the sole and only agreement of the parties hereto respecting the subject matter of this Agreement and correctly sets forth the rights, duties and obligations of each to the other in relations thereto as of the date hereof. Any prior agreements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Agreement shall have no further force or effect.

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

Section 11. Waiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision. Any waiver must be in writing signed by an authorized representative of the waiving party.

Section 12. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be severed herefrom and, to the extent possible, this Agreement shall continue in full force and effect.

Section 13. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any disputes arising out of this Agreement shall be in a State District Court in Parker County, Texas.

Section 14. Assignment. Neither party may assign its interest hereunder without the prior written approval of the other party, such approval to be within the sole discretion of each party. The rights, benefits and remedies herein shall inure to the benefit of permitted successors, assigns, and heirs.

IN WITNESS WHEREOF, the parties have each duly executed this Agreement or caused this Agreement to be duly executed on its behalf to be effective as of the day and year first above written.

CITY OF WILLOW PARK

By: \_\_\_\_\_  
DOYLE MOSS, Mayor

CONSULTANT:  
TOMMY MORRIS AGENCY LLC

By: \_\_\_\_\_  
Nancy Johnson, Chief Executive Officer



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> May 25, 2021	<b>Department:</b> Police	<b>Presented By:</b> Chief Carrie West
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**AGENDA ITEM:**  
Budget Amendment

1. In 2020 Parker County experienced a breach in security that resulted in disruption of services throughout the county. As such, billing for dispatch services for July-September 2020 was delayed and not billed until January 2021. The impact is substantial to our 2020/2021 budget, and we are requesting an amendment to the Contractual Services Account in the amount of \$16,999.98.
2. Also, the winter storm in February 2021 placed an enormous strain on our overtime account. The impact to this account was also substantial, and we are requesting a budget amendment in the amount of \$9,600.00.
3. Willow Park Police Salaries continue to be below market and one of the lowest in Parker County. With the current social climate and low pay, we are having difficulty recruiting qualified applicants. We are asking for additional funds to increase starting pay and the existing step-plan to aid in recruiting efforts. We are asking for an additional \$12,500.00 in salaries (July-Sept).
4. The Council approved a request to purchase a radar trailer to be deployed at various times and locations throughout the city. The trailer was purchased and has been deployed much to the satisfaction of residents. The cost was not in our budget originally, and we are requesting a budget amendment to the Equipment Purchase line item in the amount of the purchase price, which is \$7,000.00
5. The Willow Park Police Department is currently working on submission of a COPS grant for additional personnel in the 2021/2022 fiscal year. **No additional funds needed for FY 2020/2021.**

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

Respectfully request Council approve the requested budget amendments as submitted.

**EXHIBITS:** Invoice from Parker County, Overtime calculations, Salary spreadsheet, NRHPD metroplex salary survey, HOPD salary survey, Invoice from Stalker Radar, COPS Fact Sheet

<b>ADDITIONAL INFO:</b>	<b>FINANCIAL INFO:</b>	
	<b>Cost</b>	\$ 46,099.98
	<b>Source of Funding</b>	General Fund Reserves

**City of Willow Park  
Pre-Authorized Check Request**

Date January 13, 2021

Payee Parker County Treasurer

Address 1112 Sante Fe

Weatherford, TX 76086

Fund General Department Police

Account Name Contractual Servies Account Number 10-58418-007

Amount \$33,999.96 Date Needed 02/01/2021

Purpose: Dispatch Services July-Dec

\*NOTE COMMUNICATION ATTACHED\*

Requested By Chief Carrie West 02/01/2021  
Requestor's Name Date

**Finance Verification**

Sufficient Funds Yes No

Finance Signature Date

**Authorization**

Approved Yes No

City Administrator's Signature Date

**Check Request**

Invoice 1084 01/13/2021

Special Request Return to Dept. Hold for pick-up

Invoice Ready to Be Paid Yes No

Department Supervisor's Signature 02/01/2021  
Date



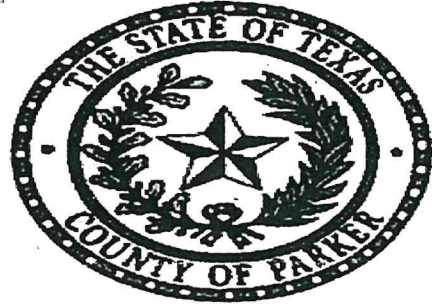
Parker County Treasurer  
1112 Santa Fe  
Weatherford, Texas 76086  
817-598-6150

# Invoice

Number	1084
Date	1/13/2021

**Bill To**

City of Willow Park  
516 Ranch House Rd  
Willow Park Tx 76087



Description	Hours	Rate	Amount	Date
Dispatch Services	3.00	\$5,666.66	\$16,999.98	July-Sept 2020
Dispatch Services	3.00	\$5,666.66	\$16,999.98	Oct-Dec 2020

**Amount Due** \$33,999.96

**Total** \$33,999.96

Please accept our apologies on delayed billing...

We are just getting some of our functions back after the ransomware attack.

Thank you,

Dawn Norfleet

Asst. Treasurer

Parker County

817-598-6150



	FY 20-21		
0		Hours	Total Dollars
0			
201	Shift Coverage-Patrol	178.5	6674.565
202	Late Arrests/Calls/Reports-Patrol	47.3	\$ 1,795.17
203	Municipal Court	0	\$ -
204	County Court	14	\$ 539.28
205	Bailiff/Municipal Court Security	0	\$ -
206	Special Event - Misc	9	\$ 329.46
207	Misc	19	\$ 772.28
208	Call Out - CID	4	187.56
209	Late Arrests/Calls/Reports-CID	0	\$ -
210	City Council Security	0	\$ -
211	FTO Pay	2	\$ 418.00
212	OIC Pay	0	\$ -
213	Training - Student	30	\$ 1,800.09
214	Training - Instructor	0	\$ -
215	Holiday Patrol	300	\$ 13,118.04
216	STEP/Grants	0	\$ -
217	Honor Guard	0	\$ -
218	IA Specific	0	\$ -
219	Records	0	\$ -
220	Special Event - Football/Homecoming	0	\$ -
221	Special Event - Christmas Tree Lighting	0	\$ -
222	Agency Assist	0	\$ -
223	Warrant Roundup	0	\$ -
224	Meetings	10.5	\$ 762.87
225	National Night Out	0	\$ -
226	Community Service	0	\$ -
227	DWI Patrol	0	\$ -
228	Vehicle Maintenance	0	\$ -
229	<b>INCLEMENT WEATHER (FEB SNOW/ICE)</b>	175	\$ 6,660.08
230	<b>INCLEMENT WEATHER (CHURCH)</b>	58.5	\$ 2,917.46
	<b>Totals</b>	<b>614.3</b>	<b>\$ 26,397.31</b>

Position		Current Salary	% Raise	New Salary	Difference	Current Budget Impact
1	Captain Franklin	\$ 80,999.36	5.00%	\$ 85,049.33	\$ 4,049.97	\$ 1,012.49
1	Sergeant Ramirez	\$ 65,020.00	10%	\$ 71,522.00	\$ 6,502.00	\$ 1,625.50
1	Corporal Wolfe	\$ 59,494.75	10%	\$ 65,444.23	\$ 5,949.48	\$ 1,487.37
1	Corporal Malwitz	\$ 57,766.80	10%	\$ 63,543.48	\$ 5,776.68	\$ 1,444.17
1	Officer Nelson	\$56,079.51	10%	\$ 61,687.46	\$ 5,607.95	\$ 1,401.99
1	Officer Sims	\$56,079.51	10%	\$ 61,687.46	\$ 5,607.95	\$ 1,401.99
1	Officer Mabry	\$ 54,447.12	10%	\$ 59,891.83	\$ 5,444.71	\$ 1,361.18
1	Officer Gunter	\$ 54,447.12	10%	\$ 59,891.83	\$ 5,444.71	\$ 1,361.18
1	Officer Riley	\$ 54,447.12	10%	\$ 59,891.83	\$ 5,444.71	\$ 1,361.18
1	Officer Pratt	\$ 45,601.92	0%	\$ 45,601.92	\$ -	\$ -
1	Cadet Spears	\$ 41,267.20	0%	\$ 45,601.00	\$ 4,333.80	
1	Cadet Veath	\$ 41,267.20	0%	\$ 45,601.00	\$ 4,333.80	
						<b><u>\$ 12,457.04</u></b>

Amounts based on (3) months remaining in fiscal year and hiring officer with 0-1 year of experience. A lateral entry would increase the amount slightly. Also, if there are more than (2) vacancies, we can only hire (2) due to the lack of personnel to train.



Police Officer													
Population	# Auth.	City	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
			Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
105,623	142	Allen (update step every other year)	\$ 63,974	\$ 72,852	\$ 81,729	\$ 63,974	\$ 72,852	\$ 81,729	0.00%	\$ 66,380	\$ 76,773	\$ 87,167	6.65%
398,854	688	Arlington	\$ 64,842	\$ 75,890	\$ 86,937	\$ 64,842	\$ 75,890	\$ 86,937	0.00%	\$ 64,842	\$ 75,890	\$ 86,937	0.00%
49,049	89	Bedford	\$ 57,354	\$ 64,443	\$ 71,531	\$ 61,500	\$ 64,443	\$ 71,531	0.00%	\$ 58,501	\$ 65,731	\$ 72,961	2.00%
23,502	43	Benbrook	\$ 56,130	\$ 64,977	\$ 75,219	\$ 57,533	\$ 67,316	\$ 77,099	2.50%	\$ 57,533	\$ 67,316	\$ 77,099	0.00%
48,225	72	Burleson *starts 4/1/21	\$ 53,000	\$ 63,121	\$ 73,241	\$ 56,500	\$ 67,528	\$ 78,555	7.25%	\$ 63,345	\$ 72,129	\$ 80,912	3.00%
139,248	71	Carrollton	\$ 62,337	\$ 74,275	\$ 86,213	\$ 64,831	\$ 77,248	\$ 89,665	4.00%	\$ 64,831	\$ 77,248	\$ 89,665	0.00%
47,930	71	Cedar Hill	\$ 55,641	\$ 63,746	\$ 71,851	\$ 59,000	\$ 67,973	\$ 76,946	7.09%	\$ 59,000	\$ 67,973	\$ 76,946	0.00%
27,091	44	Colleyville	\$ 58,609	\$ 67,020	\$ 75,430	\$ 59,781	\$ 68,360	\$ 76,939	2.00%	\$ 60,977	\$ 69,728	\$ 78,478	2.00%
44,438	72	Colony, The	\$ 63,307	\$ 71,591	\$ 79,874	\$ 64,022	\$ 73,945	\$ 83,868	5.00%	\$ 65,304	\$ 75,006	\$ 84,708	1.00%
41,421	58	Coppell	\$ 63,216	\$ 73,229	\$ 83,243	\$ 60,362	\$ 73,051	\$ 85,740	3.00%	\$ 65,112	\$ 74,717	\$ 85,740	0.00%
1,343,573		Dallas	\$ 60,000	\$ 69,742	\$ 79,484	\$ 61,367	\$ 71,675	\$ 81,983	3.14%	\$ 61,367	\$ 71,675	\$ 81,983	0.00%
75 million	215	Dallas/Fort Worth Airport	\$ 54,638	\$ 67,273	\$ 79,908	\$ 58,463	\$ 70,552	\$ 82,641	3.42%	\$ 62,000	\$ 73,767	\$ 85,533	3.50%
141,541	203	Denton	\$ 65,136	\$ 72,983	\$ 83,445	\$ 67,507	\$ 76,657	\$ 86,524	3.69%	\$ 70,282	\$ 80,641	\$ 91,000	5.17%
2,370	14	Dalworthington Gardens								\$ 50,000	\$ 50,000	\$ 50,000	#DIV/0!
52,988	79	Desoto	\$ 60,000	\$ 66,250	\$ 72,500	\$ 61,200	\$ 67,575	\$ 73,950	2.00%	\$ 61,812	\$ 68,251	\$ 74,690	1.00%
38,751	61	Duncanville	\$ 56,361	\$ 64,235	\$ 72,109	\$ 58,615	\$ 66,804	\$ 74,993	4.00%	\$ 58,615	\$ 66,804	\$ 74,993	0.00%
57,197	91	Euless	\$ 63,340	\$ 71,648	\$ 79,956	\$ 64,923	\$ 73,439	\$ 81,955	2.50%	\$ 64,923	\$ 73,439	\$ 81,955	0.00%
79,135	105	Flower Mound	\$ 61,672	\$ 71,063	\$ 80,454	\$ 63,565	\$ 73,237	\$ 82,909	3.05%	\$ 63,565	\$ 73,237	\$ 82,909	0.00%
909,585	1,730	Fort Worth	\$ 59,530	\$ 74,152	\$ 88,171	\$ 61,381	\$ 76,138	\$ 90,896	3.09%	\$ 63,835	\$ 79,186	\$ 94,536	4.00%
200,490	224	Frisco	\$ 65,352	\$ 75,283	\$ 85,214	\$ 65,352	\$ 75,283	\$ 85,214	0.00%	\$ 68,130	\$ 77,419	\$ 88,836	4.25%
239,928	354	Garland	\$ 61,070	\$ 72,801	\$ 84,532	\$ 64,376	\$ 76,156	\$ 87,936	4.03%	\$ 64,376	\$ 76,156	\$ 87,936	0.00%
194,543	286	Grand Prairie	\$ 62,330	\$ 74,183	\$ 86,035	\$ 64,200	\$ 76,408	\$ 88,616	3.00%	\$ 64,200	\$ 76,408	\$ 88,616	0.00%
55,281	95	Grapevine	\$ 58,552	\$ 72,687	\$ 86,821	\$ 60,299	\$ 76,980	\$ 89,419	2.99%	\$ 60,299	\$ 76,980	\$ 89,419	0.00%
43,874	78	Haltom City				\$ 60,409	\$ 64,900	\$ 69,391	#DIV/0!	\$ 60,409	\$ 64,900	\$ 69,391	0.00%
38,655	75	Hurst	\$ 77,896	\$ 77,896	\$ 77,896	\$ 79,851	\$ 79,851	\$ 79,851	2.51%	\$ 79,851	\$ 79,851	\$ 79,851	0.00%
239,798	390	Irving *starts 1/12/21	\$ 64,476	\$ 75,420	\$ 86,364	\$ 66,324	\$ 76,764	\$ 88,836	2.86%	\$ 66,324	\$ 76,764	\$ 88,836	0.00%
47,213	51.5	Keller	\$ 58,157	\$ 65,967	\$ 73,778	\$ 58,885	\$ 66,789	\$ 74,693	1.24%	\$ 58,885	\$ 66,789	\$ 74,693	0.00%
8,645	21	Kennedale								\$ 49,500	\$ 56,718	\$ 63,935	#DIV/0!
4,896	29	Lake Worth							#DIV/0!	\$ 42,011	\$ 53,243	\$ 64,475	#DIV/0!
109,212	176	Lewisville	\$ 66,079	\$ 74,782	\$ 83,485	\$ 68,854	\$ 77,923	\$ 86,991	4.20%	\$ 68,854	\$ 77,923	\$ 86,991	0.00%
199,177	231	McKinney				\$ 65,420	\$ 75,860	\$ 86,300	#DIV/0!	\$ 68,296	\$ 78,408	\$ 88,520	2.57%
140,937	243	Mesquite	\$ 61,909	\$ 72,437	\$ 82,965	\$ 63,147	\$ 73,885	\$ 84,624	2.00%	\$ 63,147	\$ 73,885	\$ 84,624	0.00%
33,532	72.5	Midlothian	\$ 51,670	\$ 59,832	\$ 67,994	\$ 56,672	\$ 65,624	\$ 74,576	9.68%	\$ 58,947	\$ 68,266	\$ 77,584	4.03%
70,670	114	North Richland Hills	\$ 58,584	\$ 67,839	\$ 77,093	\$ 59,756	\$ 69,196	\$ 78,635	2.00%	\$ 59,756	\$ 69,196	\$ 78,635	0.00%
287,677	414	Plano	\$ 69,669	\$ 80,580	\$ 91,490	\$ 71,759	\$ 82,997	\$ 94,235	3.00%	\$ 71,759	\$ 82,997	\$ 94,235	0.00%
18,571	27	Princeton								\$ 57,000	\$ 65,686	\$ 74,371	#DIV/0!
121,323	168	Richardson	\$ 62,496	\$ 72,360	\$ 82,224	\$ 64,056	\$ 74,166	\$ 84,276	2.50%	\$ 64,056	\$ 74,166	\$ 84,276	0.00%
7,953	22	Richland Hills	\$ 50,000	\$ 58,489	\$ 66,977	\$ 48,494	\$ 57,736	\$ 66,977	0.00%	\$ 50,000	\$ 58,489	\$ 66,977	0.00%
9,388	35	Roanoke *FY21 not confirmed				\$ 63,500	\$ 76,200	\$ 88,900	#DIV/0!	\$ 64,770	\$ 77,724	\$ 90,678	2.00%
45,888	79	Rockwall	\$ 60,217	\$ 68,536	\$ 76,854	\$ 62,524	\$ 71,104	\$ 79,685	3.68%	\$ 62,524	\$ 71,104	\$ 79,685	0.00%
44,002	71	Sherman				\$ 48,110	\$ 57,093	\$ 66,077	#DIV/0!	\$ 48,110	\$ 57,093	\$ 66,077	0.00%
32,376	70	Southlake	\$ 62,078	\$ 71,390	\$ 80,702	\$ 64,624	\$ 74,317	\$ 84,011	4.10%	\$ 64,624	\$ 74,317	\$ 84,011	0.00%
	85	TCC District								\$ 45,658	\$ 61,580	\$ 77,501	#DIV/0!
12,451	21	Trophy Club								\$ 55,000	\$ 62,180	\$ 69,360	#DIV/0!
42,733	47	UT Arlington	\$ 62,000		No top out	\$ 62,000		No top out		\$ 62,000		No top out	0.00%
24,481	37	Watauga	\$ 55,748	\$ 64,243	\$ 72,738	\$ 56,584	\$ 65,207	\$ 73,830	1.50%	\$ 56,584	\$ 65,207	\$ 73,830	0.00%
33,547	61	Weatherford								\$ 52,458	\$ 61,433	\$ 70,408	#DIV/0!
17,851	34	White Settlement				\$ 52,672	\$ 55,961	\$ 59,249	#DIV/0!	\$ 52,672	\$ 55,961	\$ 59,249	0.00%

Average	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Average	\$ 60,760	\$ 70,092	\$ 79,556	\$ 61,884	\$ 71,377	\$ 80,930	1.73%	\$ 60,884	\$ 70,220	\$ 79,600	-1.64%

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City	Corporal										
	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Allen (update step every other year)	\$ 77,417	\$ 84,210	\$ 91,003	\$ 77,417	\$ 84,210	\$ 91,003	0.00%	\$ 82,559	\$ 87,937	\$ 93,315	2.54%
Arlington	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Bedford	\$ 73,680	\$ 78,304	\$ 82,927	\$ 73,680	\$ 78,304	\$ 82,927	0.00%	\$ 75,154	\$ 79,870	\$ 84,586	2.00%
Benbrook	\$ 61,883	\$ 71,637	\$ 82,929	\$ 63,430	\$ 74,216	\$ 85,002	2.50%	\$ 63,430	\$ 74,216	\$ 85,002	0.00%
Burleson *starts 4/1/21	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Carrollton	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Cedar Hill	\$ 68,170	\$ 74,042	\$ 79,913	\$ 71,771	\$ 77,487	\$ 83,202	4.12%	\$ 71,771	\$ 77,487	\$ 83,202	0.00%
Colleyville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Colony, The	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Coppell	\$ 77,696	\$ 83,227	\$ 89,155	\$ 80,024	\$ 85,926	\$ 91,829	3.00%	\$ 80,024	\$ 85,926	\$ 91,829	0.00%
Dallas	\$ 60,000	\$ 73,816	\$ 87,632	\$ 79,387	\$ 84,369	\$ 89,350	1.96%	\$ 79,387	\$ 84,369	\$ 89,350	0.00%
Dallas/Fort Worth Airport	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Denton	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Dalworthington Gardens								\$ 55,000	\$ 57,500	\$ 60,000	#DIV/0!
Desoto	\$ 68,761	\$ 70,400	\$ 71,808	\$ 75,429	\$ 78,515	\$ 81,600	13.64%	\$ 76,183	\$ 79,300	\$ 82,416	1.00%
Duncanville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Eules	\$ 67,627	\$ 78,226	\$ 88,824	\$ 69,318	\$ 80,181	\$ 91,044	2.50%	\$ 69,318	\$ 80,181	\$ 91,044	0.00%
Flower Mound	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Fort Worth	\$ 79,852	\$ 88,588	\$ 97,324	\$ 82,326	\$ 91,333	\$ 100,339	3.10%	\$ 85,634	\$ 94,994	\$ 104,354	4.00%
Frisco	\$ 68,587	\$ 79,010	\$ 89,432	\$ 70,645	\$ 79,613	\$ 88,580	-0.95%	\$ 73,648	\$ 80,477	\$ 92,345	4.25%
Garland	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Grand Prairie	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Grapevine	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Haltom City				\$ 72,177	\$ 75,152	\$ 78,127	#DIV/0!	\$ 72,177	\$ 75,152	\$ 78,127	0.00%
Hurst	\$ 83,304	\$ 83,304	\$ 83,304	\$ 85,384	\$ 85,384	\$ 85,384	2.50%	\$ 85,384	\$ 85,384	\$ 85,384	0.00%
Irving *starts 1/12/21	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Keller	\$ 70,866	\$ 77,782	\$ 84,698	\$ 71,760	\$ 78,759	\$ 85,758	1.25%	\$ 71,760	\$ 78,759	\$ 85,758	0.00%
Kennedale								\$ 58,500	\$ 64,207	\$ 69,913	#DIV/0!
Lake Worth											
Lewisville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
McKinney				\$ 79,439	\$ 84,578	\$ 89,716	#DIV/0!	\$ 82,191	\$ 87,160	\$ 92,129	2.69%
Mesquite	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Midlothian	\$ 61,656	\$ 65,505	\$ 69,354	\$ 67,000	\$ 71,183	\$ 75,366	8.67%	\$ 69,680	\$ 74,027	\$ 78,374	3.99%
North Richland Hills	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Plano	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Princeton								\$ 59,000	\$ 67,991	\$ 76,981	#DIV/0!
Richardson	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Richardland Hills	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Roanoke *FY21 not confirmed	No Match	No Match	No Match	No Match	No Match	No Match	No Match	\$ 76,500	\$ 91,800	\$ 107,100	#VALUE!
Rockwall	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Sherman				\$ 68,961	\$ 68,961	\$ 68,961	#DIV/0!	\$ 68,961	\$ 68,961	\$ 68,961	0.00%
Southlake	\$ 83,123	\$ 87,279	\$ 91,435	\$ 86,531	\$ 90,858	\$ 95,184	4.10%	\$ 86,531	\$ 90,858	\$ 95,184	0.00%
TCC District								No Match	No Match	No Match	No Match
Trophy Club								No Match	No Match	No Match	No Match
UT Arlington	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Watauga	No Match	No Match	No Match	\$ 77,521	\$ 81,115	\$ 84,709	#VALUE!	\$ 77,521	\$ 81,115	\$ 84,709	0.00%
Weatherford								\$ 66,643	\$ 71,947	\$ 77,251	#DIV/0!
White Settlement				\$ 59,859	\$ 63,596	\$ 67,333	#DIV/0!	\$ 59,859	\$ 63,596	\$ 67,333	0.00%

Average	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Average	\$ 71,616	\$ 78,238	\$ 84,981	\$ 74,319	\$ 79,670	\$ 85,022	0.05%	\$ 72,784	\$ 78,467	\$ 84,360	-0.78%



City	Sergeant										
	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Allen (update step every other year)	\$ 89,052	\$ 92,840	\$ 96,628	\$ 89,052	\$ 92,840	\$ 96,628	0.00%	\$ 94,123	\$ 98,127	\$ 102,130	5.69%
Arlington	\$ 91,777	\$ 96,366	\$ 101,185	\$ 91,777	\$ 96,366	\$ 101,184	0.00%	\$ 91,777	\$ 96,366	\$ 101,184	0.00%
Bedford	\$ 87,074	\$ 92,538	\$ 98,002	\$ 87,074	\$ 92,538	\$ 98,002	0.00%	\$ 88,815	\$ 94,389	\$ 99,962	2.00%
Benbrook	\$ 71,638	\$ 82,929	\$ 96,001	\$ 73,428	\$ 85,915	\$ 98,401	2.50%	\$ 73,428	\$ 85,915	\$ 98,401	0.00%
Burleson *starts 4/1/21	\$ 74,063	\$ 80,950	\$ 87,838	\$ 85,000	\$ 91,727	\$ 98,454	12.09%	\$ 87,550	\$ 94,479	\$ 101,407	3.00%
Carrollton	\$ 89,426	\$ 95,287	\$ 101,148	\$ 92,996	\$ 99,096	\$ 105,196	4.00%	\$ 92,996	\$ 99,096	\$ 105,196	0.00%
Cedar Hill	\$ 75,711	\$ 81,796	\$ 87,880	\$ 83,195	\$ 88,416	\$ 93,637	6.55%	\$ 83,195	\$ 88,416	\$ 93,637	0.00%
Colleyville	\$ 82,991	\$ 87,786	\$ 92,580	\$ 84,651	\$ 89,542	\$ 94,432	2.00%	\$ 86,344	\$ 91,333	\$ 96,321	2.00%
Colony, The	\$ 85,887	\$ 89,797	\$ 93,706	\$ 89,324	\$ 94,625	\$ 97,456	4.00%	\$ 90,218	\$ 95,572	\$ 98,432	1.00%
Coppell	\$ 91,908	\$ 95,181	\$ 98,454	\$ 94,665	\$ 97,978	\$ 101,407	3.00%	\$ 94,665	\$ 97,978	\$ 101,407	0.00%
Dallas	\$ 64,266	\$ 80,119	\$ 95,971	\$ 91,584	\$ 95,105	\$ 98,626	2.77%	\$ 91,584	\$ 95,105	\$ 98,626	0.00%
Dallas/Fort Worth Airport	\$ 83,104	\$ 88,293	\$ 93,482	\$ 86,636	\$ 92,046	\$ 97,455	4.25%	\$ 89,257	\$ 94,830	\$ 100,403	3.02%
Denton	\$ 90,474	\$ 94,460	\$ 98,445	\$ 93,713	\$ 97,836	\$ 101,959	3.57%	\$ 96,974	\$ 101,435	\$ 105,895	3.86%
Dalworthington Gardens								No Match	No Match	No Match	No Match
Desoto	\$ 81,600	\$ 84,800	\$ 88,000	\$ 83,232	\$ 86,496	\$ 89,760	2.00%	\$ 84,064	\$ 87,361	\$ 90,658	1.00%
Duncanville	\$ 79,003	\$ 83,016	\$ 87,029	\$ 82,163	\$ 86,337	\$ 90,510	4.00%	\$ 82,163	\$ 86,337	\$ 90,510	0.00%
Eules	\$ 83,078	\$ 90,895	\$ 98,711	\$ 85,155	\$ 93,167	\$ 101,179	2.50%	\$ 85,155	\$ 93,167	\$ 101,179	0.00%
Flower Mound	\$ 90,022	\$ 95,680	\$ 101,338	\$ 92,518	\$ 98,322	\$ 104,125	2.75%	\$ 92,518	\$ 98,322	\$ 104,125	0.00%
Fort Worth	\$ 90,252	\$ 98,749	\$ 107,245	\$ 93,059	\$ 101,816	\$ 110,573	3.10%	\$ 96,762	\$ 105,872	\$ 114,982	3.99%
Frisco	\$ 93,978	\$ 97,324	\$ 100,669	\$ 93,978	\$ 96,797	\$ 100,669	0.00%	\$ 95,858	\$ 98,733	\$ 102,683	2.00%
Garland	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Grand Prairie	\$ 90,147	\$ 94,765	\$ 99,382	\$ 92,851	\$ 97,489	\$ 102,363	3.00%	\$ 92,851	\$ 97,489	\$ 102,363	0.00%
Grapevine	\$ 91,977	\$ 94,778	\$ 97,579	\$ 94,744	\$ 97,572	\$ 100,505	3.00%	\$ 94,744	\$ 97,572	\$ 100,505	0.00%
Haltom City				\$ 82,465	\$ 84,989	\$ 87,512	#DIV/0!	\$ 82,465	\$ 84,989	\$ 87,512	0.00%
Hurst	\$ 94,723	\$ 94,723	\$ 94,723	\$ 97,094	\$ 97,094	\$ 97,094	2.50%	\$ 97,094	\$ 97,094	\$ 97,094	0.00%
Irving *starts 1/12/21	\$ 91,776	\$ 96,474	\$ 101,172	\$ 94,536	\$ 99,252	\$ 104,208	3.00%	\$ 94,536	\$ 99,252	\$ 104,208	0.00%
Keller	\$ 82,035	\$ 89,076	\$ 96,117	\$ 83,054	\$ 90,178	\$ 97,302	1.23%	\$ 83,054	\$ 90,178	\$ 97,302	0.00%
Kennedale								\$ 67,500	\$ 74,085	\$ 80,669	#DIV/0!
Lake Worth								\$ 76,000	\$ 83,375	\$ 90,750	#DIV/0!
Lewisville	\$ 93,175	\$ 95,518	\$ 97,860	\$ 96,437	\$ 98,861	\$ 101,285	3.50%	\$ 96,437	\$ 98,861	\$ 101,285	0.00%
McKinney				\$ 93,459	\$ 97,251	\$ 101,043	#DIV/0!	\$ 96,087	\$ 99,748	\$ 103,410	2.34%
Mesquite	\$ 95,850	\$ 97,288	\$ 98,726	\$ 97,768	\$ 99,234	\$ 100,701	2.00%	\$ 97,768	\$ 99,234	\$ 100,701	0.00%
Midlothian	\$ 72,590	\$ 77,122	\$ 81,654	\$ 78,390	\$ 83,284	\$ 88,178	7.99%	\$ 81,536	\$ 86,632	\$ 91,728	4.03%
North Richland Hills	\$ 83,286	\$ 88,486	\$ 93,685	\$ 84,952	\$ 90,256	\$ 95,559	2.00%	\$ 84,952	\$ 90,256	\$ 95,559	0.00%
Plano	\$ 98,970	\$ 100,872	\$ 102,774	\$ 101,940	\$ 103,899	\$ 105,857	3.00%	\$ 101,940	\$ 104,428	\$ 106,916	1.00%
Princeton								\$ 65,001	\$ 74,905	\$ 84,810	#DIV/0!
Richardson	\$ 86,328	\$ 91,962	\$ 97,596	\$ 92,448	\$ 96,240	\$ 100,032	2.50%	\$ 92,448	\$ 96,240	\$ 100,032	0.00%
Richard Hills	\$ 57,074	\$ 65,634	\$ 74,194	\$ 57,074	\$ 65,634	\$ 74,194	0.00%	\$ 57,074	\$ 65,634	\$ 74,194	0.00%
Roanoke *FY21 not confirmed				\$ 85,000	\$ 102,000	\$ 119,000	#DIV/0!	\$ 86,700	\$ 104,040	\$ 121,380	2.00%
Rockwall	\$ 72,193	\$ 82,166	\$ 92,138	\$ 74,359	\$ 84,630	\$ 94,902	3.00%	\$ 74,359	\$ 84,630	\$ 94,902	0.00%
Sherman				\$ 74,795	\$ 74,795	\$ 74,795	#DIV/0!	\$ 74,795	\$ 74,795	\$ 74,795	0.00%
Southlake	\$ 94,178	\$ 98,887	\$ 103,596	\$ 98,040	\$ 102,942	\$ 107,844	4.10%	\$ 98,040	\$ 102,942	\$ 107,844	0.00%
TCC District								\$ 49,274	\$ 66,458	\$ 83,641	#DIV/0!
Trophy Club								\$ 73,000	\$ 80,870	\$ 88,740	#DIV/0!
UT Arlington	\$ 79,000		No top out	\$ 79,000		No top out	#VALUE!	\$ 79,000		No top out	0.00%
Watauga	\$ 77,155	\$ 80,733	\$ 84,310	\$ 88,945	\$ 93,069	\$ 97,193	15.28%	\$ 88,945	\$ 93,069	\$ 97,193	0.00%
Weatherford								\$ 74,048	\$ 81,006	\$ 87,963	#DIV/0!
White Settlement				\$ 74,812	\$ 79,483	\$ 84,153	#DIV/0!	\$ 74,812	\$ 79,483	\$ 84,153	0.00%

Average	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Average	\$ 84,450	\$ 89,920	\$ 95,289	\$ 87,384	\$ 92,695	\$ 97,779	2.61%	\$ 85,476	\$ 91,335	\$ 97,040	-0.76%



City	Lieutenant										
	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Allen (update step every other year)	\$ 102,444	\$ 106,802	\$ 111,159	\$ 102,444	\$ 106,802	\$ 111,159	0.00%	\$ 108,508	\$ 113,123	\$ 117,739	5.92%
Arlington	\$ 107,472	\$ 110,159	\$ 112,845	\$ 107,472	\$ 110,159	\$ 112,845	0.00%	\$ 107,472	\$ 110,159	\$ 112,845	0.00%
Bedford	\$ 100,945	\$ 105,625	\$ 110,305	\$ 100,945	\$ 105,625	\$ 110,305	0.00%	\$ 102,964	\$ 107,738	\$ 112,511	2.00%
Benbrook	\$ 78,980	\$ 91,430	\$ 105,841	\$ 80,955	\$ 94,721	\$ 108,487	2.50%	\$ 80,955	\$ 94,721	\$ 108,487	0.00%
Burleson *starts 4/1/21	No Match	No Match	No Match	No Match	No Match	No Match	No Match	\$ 87,550	\$ 94,479	\$ 101,407	#VALUE!
Carrollton	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Cedar Hill	\$ 87,773	\$ 94,341	\$ 100,909	\$ 94,353	\$ 100,274	\$ 106,195	5.24%	\$ 94,353	\$ 100,274	\$ 106,195	0.00%
Colleyville	\$ 96,711	\$ 102,030	\$ 107,349	\$ 98,645	\$ 104,071	\$ 109,496	2.00%	\$ 100,618	\$ 106,152	\$ 111,686	2.00%
Colony, The	\$ 93,760	\$ 98,069	\$ 102,378	\$ 105,034	\$ 107,802	\$ 110,569	8.00%	\$ 106,084	\$ 108,503	\$ 111,675	1.00%
Coppell	\$ 105,189	\$ 110,907	\$ 116,625	\$ 108,345	\$ 114,234	\$ 120,124	3.00%	\$ 108,345	\$ 114,234	\$ 120,124	0.00%
Dallas	\$ 70,414	\$ 87,766	\$ 105,118	\$ 101,092	\$ 104,979	\$ 108,865	3.56%	\$ 101,092	\$ 104,979	\$ 108,865	0.00%
Dallas/Fort Worth Airport	\$ 97,220	\$ 101,187	\$ 105,154	\$ 100,545	\$ 104,648	\$ 108,750	3.42%	\$ 103,586	\$ 107,813	\$ 112,040	3.03%
Denton	\$ 104,975	\$ 108,742	\$ 112,509	\$ 108,949	\$ 112,616	\$ 116,582	3.62%	\$ 112,017	\$ 116,550	\$ 121,082	3.86%
Dalworthington Gardens								\$ 60,000	\$ 65,000	\$ 70,000	#DIV/0!
Desoto	\$ 89,760	\$ 95,630	\$ 101,500	\$ 91,555	\$ 97,543	\$ 103,530	2.00%	\$ 92,471	\$ 98,518	\$ 104,565	1.00%
Duncanville	\$ 90,424	\$ 95,663	\$ 100,902	\$ 94,041	\$ 99,490	\$ 104,938	4.00%	\$ 94,041	\$ 99,490	\$ 104,938	0.00%
Eules	\$ 94,531	\$ 102,679	\$ 110,826	\$ 96,895	\$ 105,246	\$ 113,597	2.50%	\$ 96,895	\$ 105,246	\$ 113,597	0.00%
Flower Mound	\$ 102,190	\$ 106,922	\$ 111,654	\$ 104,354	\$ 109,200	\$ 114,046	2.14%	\$ 104,354	\$ 109,200	\$ 114,046	0.00%
Fort Worth	\$ 104,458	\$ 111,343	\$ 118,228	\$ 107,702	\$ 114,795	\$ 121,888	3.10%	\$ 112,008	\$ 119,382	\$ 126,755	3.99%
Frisco	\$ 106,690	\$ 111,027	\$ 115,364	\$ 106,690	\$ 111,027	\$ 115,364	0.00%	\$ 109,891	\$ 114,276	\$ 118,825	3.00%
Garland	\$ 101,328	\$ 105,732	\$ 110,136	\$ 103,750	\$ 109,173	\$ 114,595	4.05%	\$ 103,750	\$ 109,173	\$ 114,595	0.00%
Grand Prairie	\$ 104,496	\$ 109,852	\$ 115,208	\$ 107,631	\$ 113,012	\$ 118,664	3.00%	\$ 107,631	\$ 113,012	\$ 118,664	0.00%
Grapevine	\$ 104,689	\$ 106,259	\$ 107,829	\$ 107,827	\$ 109,450	\$ 111,072	3.01%	\$ 107,827	\$ 109,450	\$ 111,072	0.00%
Haltom City				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Hurst	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Irving *starts 1/12/21	\$ 104,856	\$ 110,220	\$ 115,584	\$ 107,916	\$ 113,304	\$ 118,968	2.93%	\$ 107,916	\$ 113,304	\$ 118,968	0.00%
Keller	\$ 94,661	\$ 99,601	\$ 104,541	\$ 95,846	\$ 100,838	\$ 105,830	1.23%	\$ 95,846	\$ 100,838	\$ 105,830	0.00%
Kennedale								No Match	No Match	No Match	No Match
Lake Worth											
Lewisville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
McKinney				\$ 106,760	\$ 111,764	\$ 116,768	#DIV/0!	\$ 109,019	\$ 114,241	\$ 119,464	2.31%
Mesquite	\$ 108,464	\$ 110,091	\$ 111,718	\$ 110,633	\$ 112,293	\$ 113,952	2.00%	\$ 110,633	\$ 112,293	\$ 113,952	0.00%
Midlothian	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
North Richland Hills	\$ 98,043	\$ 101,965	\$ 106,043	\$ 100,004	\$ 104,003	\$ 108,165	2.00%	\$ 100,337	\$ 104,351	\$ 108,165	0.00%
Plano	\$ 110,487	\$ 113,798	\$ 117,109	\$ 113,801	\$ 117,212	\$ 120,623	3.00%	\$ 113,801	\$ 117,815	\$ 121,829	1.00%
Princeton								\$ 72,821	\$ 83,456	\$ 94,091	#DIV/0!
Richardson	\$ 102,468	\$ 107,814	\$ 113,160	\$ 105,024	\$ 110,508	\$ 115,992	2.50%	\$ 105,024	\$ 110,508	\$ 115,992	0.00%
Richland Hills	\$ 64,495	\$ 74,316	\$ 84,137	\$ 64,495	\$ 74,316	\$ 84,137	0.00%	\$ 64,495	\$ 74,316	\$ 84,137	0.00%
Roanoke *FY21 not confirmed				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Rockwall	\$ 79,608	\$ 90,605	\$ 101,602	\$ 83,803	\$ 95,380	\$ 106,956	5.27%	\$ 83,803	\$ 95,380	\$ 106,956	0.00%
Sherman				\$ 81,085	\$ 81,085	\$ 81,085	#DIV/0!	\$ 81,085	\$ 81,085	\$ 81,085	0.00%
Southlake	\$ 106,704	\$ 112,039	\$ 117,375	No Match	No Match	No Match	No Match	No Match	No Match	No Match	#VALUE!
TCC District								\$ 53,479	\$ 72,127	\$ 90,775	#DIV/0!
Trophy Club								\$ 74,460	\$ 88,230	\$ 102,000	#DIV/0!
UT Arlington	\$ 92,000		No top out	\$ 92,000		No top out		\$ 92,000		No top out	0.00%
Watauga	\$ 89,825	\$ 93,990	\$ 98,154	\$ 102,052	\$ 106,784	\$ 111,515	13.61%	\$ 102,052	\$ 106,784	\$ 111,515	0.00%
Weatherford								No Match	No Match	No Match	No Match
White Settlement				\$ 87,471	\$ 91,040	\$ 94,609	#DIV/0!	\$ 87,471	\$ 91,040	\$ 94,609	0.00%

Average	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Average	\$ 96,647	\$ 102,553	\$ 108,375	\$ 99,397	\$ 104,793	\$ 109,990	1.49%	\$ 96,228	\$ 102,358	\$ 108,408	-1.44%



City	Captain										
	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Allen (update step every other year)	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Arlington	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Bedford	No Match	No Match	No Match	\$ 113,614	\$ 117,074	\$ 120,533	#VALUE!	\$ 115,886	\$ 119,363	\$ 122,944	2.00%
Benbrook	\$ 87,076	\$ 100,802	\$ 116,690	\$ 89,253	\$ 104,430	\$ 119,608	2.50%	\$ 89,253	\$ 104,430	\$ 119,608	0.00%
Burleson *starts 4/1/21	\$ 79,761	\$ 99,702	\$ 119,642	\$ 87,341	\$ 109,176	\$ 131,011	9.50%	\$ 87,341	\$ 109,176	\$ 131,011	0.00%
Carrollton	\$ 115,004	\$ 118,346	\$ 121,688	\$ 119,604	\$ 123,028	\$ 126,556	4.00%	\$ 119,604	\$ 123,028	\$ 126,556	0.00%
Cedar Hill	No Match	No Match	No Match	No Match	No Match	No Match	No Match	\$ 100,464	\$ 111,354	\$ 122,243	#VALUE!
Colleyville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Colony, The	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Coppell	\$ 113,584	\$ 119,579	\$ 125,933	\$ 116,992	\$ 123,351	\$ 129,711	3.00%	\$ 116,992	\$ 123,351	\$ 129,711	0.00%
Dallas	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Dallas/Fort Worth Airport	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Denton	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Dalworthington Gardens								No Match	No Match	No Match	No Match
Desoto	\$ 103,530	\$ 107,265	\$ 111,000	\$ 105,601	\$ 109,410	\$ 113,220	2.00%	\$ 106,657	\$ 110,504	\$ 114,352	1.00%
Duncanville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Eules	\$ 100,715	\$ 109,684	\$ 118,653	\$ 103,233	\$ 112,427	\$ 121,620	2.50%	\$ 103,233	\$ 112,427	\$ 121,620	0.00%
Flower Mound	\$ 110,053	\$ 132,059	\$ 154,066	\$ 116,917	\$ 122,346	\$ 127,774	-17.06%	\$ 116,917	\$ 122,346	\$ 127,774	0.00%
Fort Worth	\$ 118,103	\$ 124,218	\$ 130,333	\$ 121,763	\$ 128,066	\$ 134,368	3.10%	\$ 126,630	\$ 133,182	\$ 139,734	3.99%
Frisco	No Match	No Match	No Match	No Match	No Match	No Match	#VALUE!	No Match	No Match	No Match	No Match
Garland	\$ 118,920	\$ 123,666	\$ 128,412	\$ 122,302	\$ 127,501	\$ 132,700	3.34%	\$ 122,302	\$ 127,501	\$ 132,700	0.00%
Grand Prairie	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Grapevine	\$ 116,961	\$ 120,523	\$ 124,083	\$ 120,469	\$ 124,138	\$ 127,806	3.00%	\$ 120,469	\$ 124,083	\$ 127,806	0.00%
Haltom City				\$ 91,026	\$ 93,812	\$ 96,597	#DIV/0!	\$ 91,026	\$ 93,812	\$ 96,597	0.00%
Hurst	\$ 112,507	\$ 112,507	\$ 112,507	\$ 115,315	\$ 115,315	\$ 115,315	2.50%	\$ 115,315	\$ 115,315	\$ 115,315	0.00%
Irving *starts 1/12/21	\$ 119,640	\$ 125,766	\$ 131,892	No Match	No Match	No Match	#VALUE!	No Match	No Match	No Match	#VALUE!
Keller	No Match	No Match	No Match	\$ 84,111	\$ 105,559	\$ 127,008	#VALUE!	\$ 84,111	\$ 105,559	\$ 127,008	0.00%
Kennedale								\$ 76,500	\$ 83,963	\$ 91,425	
Lake Worth								\$ 98,000	\$ 107,513	\$ 117,025	#DIV/0!
Lewisville	\$ 105,413	\$ 115,677	\$ 125,940	\$ 108,786	\$ 119,378	\$ 129,970	3.20%	\$ 108,786	\$ 119,378	\$ 129,970	0.00%
McKinney	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Mesquite	\$ 125,498	\$ 127,381	\$ 129,263	\$ 128,008	\$ 129,928	\$ 131,848	2.00%	\$ 128,008	\$ 129,928	\$ 131,848	0.00%
Midlothian	\$ 86,860	\$ 94,237	\$ 101,614	\$ 89,760	\$ 97,384	\$ 105,007	3.34%	\$ 93,350	\$ 101,286	\$ 109,221	4.01%
North Richland Hills	\$ 78,646	\$ 98,308	\$ 117,968	\$ 80,219	\$ 100,274	\$ 120,327	2.00%	\$ 113,573	\$ 116,950	\$ 120,327	0.00%
Plano	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Princeton								No Match	No Match	No Match	No Match
Richardson	\$ 115,356	\$ 121,626	\$ 127,896	\$ 118,236	\$ 124,662	\$ 131,088	2.50%	\$ 118,236	\$ 124,662	\$ 131,088	0.00%
Richland Hills	\$ 72,879	\$ 82,491	\$ 92,102	\$ 72,879	\$ 82,491	\$ 92,102	0.00%	\$ 72,879	\$ 82,491	\$ 92,102	0.00%
Roanoke *FY21 not confirmed				\$ 100,000	\$ 120,000	\$ 140,000	#DIV/0!	\$ 102,000	\$ 122,400	\$ 142,800	2.00%
Rockwall	\$ 92,892	\$ 105,724	\$ 118,556	\$ 95,679	\$ 108,896	\$ 122,113	3.00%	\$ 95,679	\$ 108,896	\$ 122,113	0.00%
Sherman				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Southlake	No Match	No Match	No Match	\$ 111,079	\$ 116,633	\$ 122,187	#VALUE!	\$ 111,079	\$ 116,633	\$ 122,187	0.00%
TCC District								\$ 59,361	\$ 80,061	\$ 100,760	#DIV/0!
Trophy Club								\$ 86,700	\$ 99,450	\$ 112,200	#DIV/0!
UT Arlington	\$ 105,000		No top out	\$ 105,000		No top out	No Match	\$ 105,000	No top out		0.00%
Watauga	No Match	No Match	No Match	No Match	No Match	No Match	#VALUE!	No Match	No Match	No Match	No Match
Weatherford								\$ 81,453	\$ 91,541	\$ 101,629	#DIV/0!
White Settlement				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match

Average	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Average	\$ 103,920	\$ 112,608	\$ 121,486	\$ 104,883	\$ 113,708	\$ 122,542	0.87%	\$ 102,227	\$ 111,054	\$ 119,989	-2.08%



City	Deputy Chief										
	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Allen (update step every other year)	\$ 133,207	\$ 141,763	\$ 150,320	\$ 133,207	\$ 141,763	\$ 150,320	0.00%	\$ 139,605	\$ 145,544	\$ 151,482	0.77%
Arlington	\$ 88,779	\$ 110,973	\$ 133,168	\$ 94,994	\$ 118,741	\$ 142,490	7.00%	\$ 94,994	\$ 118,741	\$ 142,490	0.00%
Bedford	\$ 113,614	\$ 118,882	\$ 124,149	\$ 103,109	\$ 124,981	\$ 146,853	18.29%	No Match	No Match	No Match	#VALUE!
Benbrook				No Match	No Match	No Match		No Match	No Match	No Match	No Match
Burleson *starts 4/1/21	\$ 105,000	\$ 122,500	\$ 140,000	\$ 101,108	\$ 126,385	\$ 151,661	8.33%	\$ 101,108	\$ 126,385	\$ 151,661	0.00%
Carrollton	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Cedar Hill	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Colleyville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Colony, The	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Coppell	\$ 105,976	\$ 129,813	\$ 153,650				-100.00%	\$ 105,976	\$ 129,813	\$ 153,649	#DIV/0!
Dallas	\$ 82,999	\$ 100,518	\$ 118,036				-100.00%				#DIV/0!
Dallas/Fort Worth Airport	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Denton	\$ 130,000	\$ 137,500	\$ 145,000	\$ 130,000	\$ 137,500	\$ 145,000	0.00%	\$ 130,000	\$ 137,500	\$ 145,000	0.00%
Dalworthington Gardens								No Match	No Match	No Match	No Match
Desoto	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Duncanville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Euess	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Flower Mound	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Fort Worth	\$ 107,022	\$ 141,805	\$ 176,587	\$ 107,022	\$ 141,805	\$ 176,587	0.00%	\$ 107,016	\$ 141,804	\$ 176,592	0.00%
Frisco	\$ 119,475	\$ 125,014	\$ 130,553	\$ 123,059	\$ 127,981	\$ 133,088	1.94%	\$ 126,751	\$ 131,821	\$ 137,081	3.00%
Garland	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Grand Prairie	\$ 121,723	\$ 127,962	\$ 134,200	\$ 125,376	\$ 131,644	\$ 138,227	3.00%	\$ 125,376	\$ 131,644	\$ 138,227	0.00%
Grapevine	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Haltom City				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Hurst	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Irving *starts 1/12/21	No Match	No Match	No Match	\$ 124,320	\$ 130,524	\$ 137,040	#VALUE!	\$ 124,320	\$ 130,524	\$ 137,040	0.00%
Keller	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Kennedale								No Match	No Match	No Match	No Match
Lake Worth											
Lewisville	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
McKinney				\$ 124,081	\$ 128,944	\$ 133,806	#DIV/0!	\$ 126,861	\$ 131,972	\$ 136,983	2.37%
Mesquite	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Midlothian	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
North Richland Hills	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Plano	\$ 127,821	\$ 131,652	\$ 135,482	\$ 131,655	\$ 135,601	\$ 139,547	3.00%	\$ 131,655	\$ 135,601	\$ 139,547	0.00%
Princeton								No Match	No Match	No Match	No Match
Richardson	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Richland Hills	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Roanoke *FY21 not confirmed				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Rockwall	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Sherman				\$ 96,672	\$ 96,672	\$ 96,672	#DIV/0!	\$ 96,672	\$ 96,672	\$ 96,672	0.00%
Southlake	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
TCC District								No Match	No Match	No Match	No Match
Trophy Club								No Match	No Match	No Match	No Match
UT Arlington	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Watauga	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Weatherford								\$ 85,508	\$ 101,566	\$ 120,681	#DIV/0!
White Settlement				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match

Average	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Average	\$ 112,329	\$ 126,217	\$ 140,104	\$ 116,217	\$ 128,545	\$ 140,941	0.60%	\$ 115,065	\$ 127,660	\$ 140,547	-0.28%



City	Assistant Chief										
	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Allen (update step every other year)	No Match	No Match	No Match	No Match	No Match	No Match	#VALUE!	No Match	No Match	No Match	No Match
Arlington	\$ 101,208	\$ 126,510	\$ 151,811	\$ 109,304	\$ 136,631	\$ 163,956	8.00%	\$ 109,304	\$ 136,631	\$ 163,956	0.00%
Bedford	No Match	No Match	No Match	No Match	No Match	No Match	#VALUE!	\$ 105,171	\$ 127,481	\$ 149,790	#VALUE!
Benbrook	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Burleson *starts 4/1/21	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Carrollton	\$ 139,667	\$ 146,538	\$ 153,409	\$ 145,254	\$ 152,225	\$ 159,545	4.00%	\$ 145,254	\$ 152,225	\$ 159,545	0.00%
Cedar Hill	\$ 106,607	\$ 116,771	\$ 126,934	\$ 106,574	\$ 120,161	\$ 133,748	5.37%	\$ 106,574	\$ 120,161	\$ 133,748	0.00%
Colleyville	\$ 102,972	\$ 126,212	\$ 149,452	\$ 105,031	\$ 128,736	\$ 152,441	2.00%	\$ 107,132	\$ 131,311	\$ 155,490	2.00%
Colony, The	\$ 112,143	\$ 115,507	\$ 118,974	\$ 117,751	\$ 121,283	\$ 124,923	5.00%	\$ 118,930	\$ 122,497	\$ 126,173	1.00%
Coppell	No Match	No Match	No Match	No Match	No Match	No Match	#VALUE!	No Match	No Match	No Match	No Match
Dallas	\$ 81,469	\$ 114,802	\$ 148,135				-100.00%				#DIV/0!
Dallas/Fort Worth Airport	\$ 114,300	\$ 127,540	\$ 140,600	\$ 114,300	\$ 127,450	\$ 140,600	0.00%	\$ 117,000	\$ 130,600	\$ 144,200	2.56%
Denton	\$ 140,000	\$ 147,500	\$ 155,000	\$ 140,000	\$ 147,500	\$ 155,000	0.00%	\$ 140,000	\$ 147,500	\$ 155,000	0.00%
Dalworthington Gardens								No Match	No Match	No Match	No Match
Desoto	\$ 106,776	\$ 113,529	\$ 120,283	\$ 99,246	\$ 111,323	\$ 123,400	2.59%	\$ 102,245	\$ 125,759	\$ 149,275	20.97%
Duncanville	\$ 110,824	\$ 117,754	\$ 124,684	\$ 115,257	\$ 122,464	\$ 129,671	4.00%	\$ 115,257	\$ 122,464	\$ 129,671	0.00%
Euless	\$ 121,375	\$ 126,519	\$ 131,664	\$ 121,375	\$ 128,165	\$ 134,955	2.50%	\$ 121,375	\$ 128,165	\$ 134,955	0.00%
Flower Mound	\$ 114,920	\$ 132,506	\$ 150,093	\$ 120,661	\$ 144,789	\$ 168,917	12.54%	\$ 120,661	\$ 144,789	\$ 168,917	0.00%
Fort Worth	\$ 111,737	\$ 148,051	\$ 184,365	\$ 111,736	\$ 148,051	\$ 184,365	0.00%	\$ 111,738	\$ 148,055	\$ 184,371	0.00%
Frisco	\$ 138,884	\$ 143,113	\$ 147,342	\$ 143,051	\$ 147,342	\$ 151,763	3.00%	\$ 145,912	\$ 150,289	\$ 154,798	2.00%
Garland	\$ 145,800	\$ 149,082	\$ 152,364	\$ 150,179	\$ 153,786	\$ 157,393	3.30%	\$ 150,179	\$ 153,786	\$ 157,393	0.00%
Grand Prairie	\$ 149,915	\$ 149,915	\$ 149,915	\$ 154,412	\$ 154,412	\$ 154,412	3.00%	\$ 154,412	\$ 154,412	\$ 154,412	0.00%
Grapevine	\$ 103,312	\$ 126,558	\$ 149,803	\$ 106,412	\$ 130,354	\$ 154,297	3.00%	\$ 106,412	\$ 130,354	\$ 154,297	0.00%
Haltom City				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Hurst	\$ 123,531	\$ 123,531	\$ 123,531	\$ 126,610	\$ 126,610	\$ 126,610	2.49%	\$ 126,610	\$ 126,610	\$ 126,610	0.00%
Irving *starts 1/12/21	\$ 139,476	\$ 146,622	\$ 153,768	\$ 145,008	\$ 152,256	\$ 159,864	3.96%	\$ 145,008	\$ 152,256	\$ 159,864	0.00%
Keller	No Match	No Match	No Match	No Match	No Match	No Match	#VALUE!	No Match	No Match	No Match	No Match
Kennedale								No Match	No Match	No Match	No Match
Lake Worth								No Match	No Match	No Match	No Match
Lewisville	\$ 137,860	\$ 141,303	\$ 144,746	\$ 139,981	\$ 143,478	\$ 146,974	1.54%	\$ 139,981	\$ 143,478	\$ 146,974	0.00%
McKinney				\$ 108,307	\$ 135,384	\$ 162,461	#DIV/0!	\$ 117,077	\$ 146,346	\$ 175,616	8.10%
Mesquite	\$ 146,036	\$ 148,227	\$ 150,417	\$ 148,956	\$ 151,191	\$ 153,425	2.00%	\$ 148,956	\$ 151,191	\$ 153,425	0.00%
Midlothian	\$ 101,219	\$ 109,815	\$ 118,410	\$ 106,607	\$ 115,661	\$ 124,715	5.32%	\$ 110,864	\$ 120,287	\$ 129,709	4.00%
North Richland Hills	\$ 88,900	\$ 111,127	\$ 133,354	\$ 90,678	\$ 113,350	\$ 136,021	2.00%	\$ 126,343	\$ 131,182	\$ 136,021	0.00%
Plano	\$ 145,636	\$ 150,400	\$ 155,164	\$ 150,005	\$ 154,912	\$ 159,818	3.00%	\$ 153,006	\$ 158,011	\$ 163,015	2.00%
Princeton								No Match	No Match	No Match	No Match
Richardson	\$ 160,092	\$ 160,092	\$ 160,092	\$ 164,100	\$ 164,100	\$ 164,100	2.50%	\$ 164,100	\$ 164,100	\$ 164,100	0.00%
Richland Hills	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Roanoke *FY21 not confirmed				\$ 115,000	\$ 138,000	\$ 161,000	#DIV/0!	\$ 117,300	\$ 140,760	\$ 164,220	2.00%
Rockwall								\$ 101,483	\$ 122,557	\$ 140,630	#DIV/0!
Sherman				No Match	No Match	No Match	No Match	No Match	No Match	No Match	No Match
Southlake	\$ 84,720	\$ 116,613	\$ 148,506	\$ 84,720	\$ 116,613	\$ 148,506	0.00%				-100.00%
TCC District								No Match	No Match	No Match	No Match
Trophy Club								No Match	No Match	No Match	No Match
UT Arlington	\$ 125,000		No top out	\$ 125,000		No top out		\$ 125,000		No top out	0.00%
Watauga				\$ 79,220	\$ 99,026	\$ 118,831	#DIV/0!	\$ 79,220	\$ 99,026	\$ 118,831	0.00%
Weatherford								No Match	No Match	No Match	No Match
White Settlement				\$ 98,702	\$ 98,702	\$ 98,702	#DIV/0!	\$ 98,702	\$ 98,702	\$ 98,702	0.00%

Average	FY2019			FY2020			% FY20 DELTA	FY2021			% FY21 DELTA
	Minimum	Mid-Point	Maximum	Minimum	Mid-Point	Maximum		Minimum	Mid-Point	Maximum	
Average	\$ 120,533	\$ 132,159	\$ 143,954	\$ 121,448	\$ 133,929	\$ 146,566	1.81%	\$ 123,587	\$ 136,033	\$ 148,457	1.29%



# Hudson Oaks Salary Survey 2021

Officer Rank	Recruit	Minimum	Mid-point	Maximum	Corp/Detect.	Minimum	Mid-point	Maximum	Sergeant	Minimum	Mid-point	Maximum	Lt.	Minimum	Mid-point	Maximum
Azle		53620		73973		59116		81555		68434		94410		83182		114756
Benbrook		57532	66429	77099		66601	73427	85001		73428	85002	98401		80954	93715	108487
Bridgeport	45840	50524	50524	50524		55008		55008		58743						
Burleson	58195	63345	70799	80912		76838	83174	88698		87838	93864	101407		91757	95791	103688
Fort Worth	63835	67017	83512	102248		85633	92185	104353		96761	104208	114982		112008	114816	126755
Granbury	48210	53837	70030	86223		69943	90465	110987		69943	90465	110987		79549	102652	125756
Lake Worth	42011	42011	57000	64500						\$ 76,000	\$ 83,375	\$ 90,750				
Mineral Wells		48283	58857	71354		52450	63936	77511		56545	68928	83563		64711	78882	95631
Parker County	49532	52039	56589	61837		60988	64702	68643		67814	71943	76324		74445	76678	81347
Hudson Oaks	44864	50,000	59,050	69,738		59671	64069	73462		66205	72296	79706				
Stephenville																
Springtown																
Weatherford	49816	52457	60777	68702		66643	71760	77251		74048	79726	87963		81425	89856	101628
Willow Park		45598		54446		56080		59495		61280		65012				

Average      \$ 50,288   \$ 53,022   \$ 63,357   \$ 71,796                      \$ 64,452   \$ 75,465   \$ 80,179                      \$ 71,420   \$ 83,312   \$ 91,228                      \$ 83,504   \$ 93,199   \$ 107,256  
 Median        \$ 48,871   \$ 52,248   \$ 59,914   \$ 70,546                      \$ 60,988   \$ 72,594   \$ 77,511                      \$ 69,189   \$ 83,375   \$ 90,750                      \$ 82,607   \$ 92,680   \$ 106,396

TOP Out Step                      # = Incomplete

Top Out Step                      \* = Verified

Median                      Median

Used Min, Mid, Max due to the information received

	HOLIDAYS	VACATION			Certificate Pay Monthly		
		0-5	6 10	10+	Intermediate	Advanced	Masters
Azle	11	6.66	10	13.33	50	100	150
Benbrook	13	10	10	10	75	150	
Bridgeport	10				220	240	260
Burleson							
Fort Worth	8				30	60	240
Granbury	13				166	250	333
Lake Worth							
Mineral Wells					100	200	300
Parker County	12	6.67	10.01	13.32	50	100	150
Hudson Oaks							
Stephenville							
Springtown							
Weatherford	12	13.34	16.67	20	50	100	150
Willow Park							

**APPLIED CONCEPTS, INC.**

*Stalker Radar*

Inv Date : 14 DEC 2020

Page 1 of 1

P/O #: EMAIL: D Franklin

Send Payment to:  
PO Box 972943  
Dallas, TX 75397-2943

Physical Address:  
855 E. Collins Blvd.  
Richardson, TX 75081

**INVOICE 376637**

Due Date : 13 JAN 2021

B 760871  
I Willow Park Police  
L 101 W Stage Coach Trl  
L Willow Park, TX 76087-8259  
ATTN: Accounts Payable

S Willow Park Police  
H 101 W Stage Coach Trl  
I Willow Park, TX 76087-8259  
P ATTN: Captain Daniel Franklin

T  
O

T  
O

Ship Date	Ship Via	Terms	Type	F.O.B.	SLS	Sales Order
12/17/20	FedEx LTL Frei	Net 30 days	PMG Trailer	Dest	128	252109
Ordered	Shipped	Description			Price	Extended
1	1	200-1318-00 18" PMG w/Traffic Analyst, configured with: Serial number 1286 serial # 1286			7,050.00	\$7,050.00
1	1	011-0269-00 Pole Mount Graphics Operator Manual				\$0.00
1	1	035-0002-18 18" PMG Shipping Box				\$0.00
1	1	035-0002-00 PMG Corner Packing Foam				\$0.00
1	1	060-1000-24 24-Month Warranty				\$0.00
1	1	200-1283-00 18" PMG Speed Display				\$0.00
1	1	200-1283-10 18" PMG Bezel, White				\$0.00
1	1	200-1340-10 18" PMG Red/Blue Alert Strobes				\$0.00
1	1	200-1283-50 No Flash or Camera Option Selected				\$0.00
1	1	200-1283-55 18" PMG Pole Mount				\$0.00
1	1	015-0275-18 Mini-Trailer with 18"Speed Sign serial # MD035519				\$0.00
1	1	011-0279-00 Mini-Message Trailer Set Up Guide				\$0.00
1	1	015-0275-99 Stalker Mini-Trailer Shipping Crate				\$0.00
1	1	047-1000-00 PMG Power Cover (1 per side)				\$0.00
1	1	155-2523-10 12 Volt DC Power Option				\$0.00
1	1	047-1003-00 PMG Power Cover Plate				\$0.00
1	1	200-1297-01 18" PMG Dual USB Connector Panel				\$0.00
1	1	200-1206-60 PMG 433MHz Key Fob and Controller				\$0.00
1	1	200-1206-70 PMG Wireless Module				\$0.00
1	1	200-1206-08 PMG Expanded Memory Option, 8GB SD Micro				\$0.00
1	1	200-1206-74 Short YOUR SPEED Sign Kit, Bottom Mount				\$0.00
1	1	155-2554-06 DC Power Cable, PMG to Mini-Trailer, 6 foot				\$0.00
1	1	015-0276-01 Mini-Trailer Speed Sign Support				\$0.00
1	1	015-0276-51 Mini-Trailer 50W Solar Panel				\$0.00
1	1	015-0276-02 Adjustable Speed Sign				\$0.00
Total Product						\$7,050.00
\$500.00 Discount						-\$500.00
Shipping Charges						\$450.00
Total Amount Due USD						\$7,000.00

For Questions Acctng: 972-398-3750 / ar@a-concepts.com  
Call or Email - Sales: 972-398-3780  
Cust svc: 877-782-5537

We accept MC/Visa/AMEX/Discover  
Thank you for  
your business!

**1-800-Stalker / fax # 972-398-3751**  
TIN# 75-1544925



# Fact Sheet

[cops.usdoj.gov](http://cops.usdoj.gov)

## 2021 COPS Hiring Program

### *Strengthening Community Policing by Hiring Officers*

The **FY 2021 COPS Hiring Program (CHP)** is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new or rehire additional career law enforcement officers and to increase their community policing capacity and crime-prevention efforts.

The FY 2021 CHP award program is an open solicitation. All local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

**WHEN:** Deadline for first part of application in Grants.gov is **June 15, 2021**, at 7:59 p.m. ET. Deadline for completed application in JustGrants is **June 22, 2021**, at 7:59 p.m. ET.

**Start EARLY.** This is more than a one-day process.

**WHERE:** 1. Register at [www.grants.gov](http://www.grants.gov).  
2. Complete the application in <https://justicegrants.usdoj.gov>.

**HOW:** Online only. No hard copies sent by U.S. Mail or electronic copies sent via email.

### **Supporting Local Law Enforcement in Advancing Community Policing so Communities can Thrive**

More than 25 years after its establishment by the Violent Crime Control and Law Enforcement Act of 1994, the COPS Office continues to support the efforts of law enforcement agencies across the country to develop creative and innovative ways to meet long-standing challenges in their communities. To date, the COPS Office has funded the addition of more than 13,000 state, local, and tribal law enforcement agencies to fund the hiring and redeployment of more than 134,000 officers.

COPS Office hiring programs like CHP assist law enforcement agencies in advancing public safety by enhancing their community policing efforts. In a changing economic climate, these programs help state, local, and tribal law enforcement agencies maintain sufficient sworn personnel levels to keep their communities safe.

### **Funding Provisions**

FY 2021 CHP awards will provide up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is



approved. The maximum federal share per officer position is \$125,000 over the three-year period unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate the training and recruitment time frame. Agencies must retain each CHP-funded position for 12 months following the three-year funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state or local funds (or both) over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

Funding under this program may be used to do the following: (1) hire new officers (including filling existing officer vacancies that are no longer funded in an agency's budget); (2) rehire officers already laid off (at the time of application) as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of award funding; or (3) rehire officers scheduled to be laid off (at the time of application) on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of award funding. CHP applicants may request funding in one or more of these three hiring categories.

In FY 2021, agencies may request the number of officer positions necessary to support their proposed community policing strategy. Please keep in mind that there is a minimum 25 percent local cash match and a 12-month retention period for each officer position funded. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

The COPS Office may grant a waiver of some or all of an applicant's local match requirement. During the application review process, waiver requests will be evaluated based on a demonstration of severe fiscal distress.

The COPS Office statutory nonsupplanting requirement mandates that CHP funds must be used to supplement (increase) state, local, or BIA funds that would have been dedicated toward sworn officer positions if federal funding had not been awarded. CHP award funds must not be used to supplant (replace) local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with state, local, or BIA funds.

CHP awards provide funding for three years (36 months) of entry-level salary for each position awarded. The award period of performance is five years (60 months) to accommodate the hiring process.

Retained CHP-funded positions should be added to the recipient's law enforcement budget with state or local funds to increase the number of locally funded sworn officer positions that would have existed in the absence of the award.

Applicants are required to affirm in their CHP award application that their agency plans to retain any additional officer positions funded following the expiration of the award and identify their planned sources of retention funding.

### **Highlights of FY 2021 CHP**

Additional consideration in the application review process will be given to applicants that propose a community-based approach to the following problem/focus areas: Building Legitimacy and Trust, Violent Crime (particularly gun violence), Police-Based Response to Persons in Crisis, and Combating Hate and Domestic Extremism. If awarded CHP funding, recipients that chose any of these specific community policing problem areas will not be allowed to change the problem area post-award.

Under FY 2021 CHP, new-hire officer positions are not required to be military veterans. However, because the COPS Office supports the priority to hire military veterans whenever possible, applicants who commit to hiring or rehiring at least one military veteran under CHP will receive additional consideration for FY 2021 CHP funding. These military veterans may be in any of the three hiring categories described under "Funding Provisions," not just new hires.

Additional consideration will be provided to agencies that commit to hiring officers from the communities in which they will serve and to agencies that commit to hiring officers willing to relocate to areas characterized by fragmented relations between police and community residents or areas of high crime. Additional consideration may also be provided to applicants who experienced an unanticipated catastrophic event. All agencies that report that they have experienced a catastrophic event will be required to submit an attachment documenting the event or incident as part of their application. Additional consideration will also be provided to agencies in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as “safe harbor” laws) or permit individuals to vacate arrest or prosecution records for nonviolent offenses as a result of being trafficked. Additional consideration will also be provided to agencies from rural areas, agencies that did not receive a CHP award in FY20, agencies in counties with persistent poverty, and agencies that require evidence-based culture sensitivity training for officers.

CHP recipients who use CHP funding to deploy school resource officers (SRO) will also be required to submit a memorandum of understanding (MOU) between the law enforcement agency and the school partners. In addition, all applicants who receive FY 2021 CHP funding for SROs will be required to send each awarded SRO position to a regionally based training sponsored and subsidized by the COPS Office. Additional information about this training requirement will be provided to recipients at the time of award or shortly thereafter.

## How to Apply

**Step 1.** Obtain a DUNS (Data Universal Numbering System) number or confirm your existing DUNS number.

**Step 2.** Register with the SAM (System of Award Management) database or confirm or renew your existing SAM registration.

**Step 3.** Confirm your entity's electronic business point of contact (E-Biz POC) in SAM.

**Step 4.** Register with Grants.gov or confirm your existing registration.

**Step 5.** Submit the first part of your application in Grants.gov. **Deadline to complete this step is June 15, 2021, at 7:59 p.m.**

**Step 6.** Onboard your agency to the JustGrants Justice Grants System.

**Step 7.** Complete and submit the second part of your application in JustGrants (<https://www.justicegrants.usdoj.gov>).

Further instructions and explanations of the application process can be found on the COPS Office website at <https://cops.usdoj.gov>.

Complete application packages for the FY 2021 CHP solicitation are due by June 22, 2021, at 7:59 p.m. ET.

## Contact the COPS Office

For more information about COPS Office programs and resources, please call the COPS Office Response Center at 800-421-6770 or visit the COPS Office website at <https://cops.usdoj.gov>.



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> May 25, 2021	<b>Department:</b> Public Works	<b>Presented By:</b> B. Grimes
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**AGENDA ITEM:**

Discussion/Action. To consider and act on approval of the First Amendment to the Agreement for Funding, Construction and Maintenance of Water Supply Facilities between the City of Hudson Oaks and Willow Park.

**BACKGROUND:**

As part of the Fort Worth water project the City of Willow Park and Hudson Oaks entered an agreement for water service to both cities Willow Park has amended its wholesale water agreement with Fort Worth whereas Fort Worth will supply Willow Park with temporary water service.

Willow Park’s provision of temporary water with Fort Worth will require construction, design and maintenance not previously contemplated.

This amendment provides the allocation of oversizing and costs paid by Fort Worth and will provide the allocation of all costs attributed to Willow Park temporary water facilities to Willow Park.

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

**EXHIBITS:**

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

**FIRST AMENDMENT TO AGREEMENT FOR WATER SERVICE  
BETWEEN THE CITY OF FORT WORTH, TEXAS AND WILLOW PARK, TEXAS**

**STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §**

This First Amendment to Agreement for Water Service between the City of Fort Worth, Texas and Willow Park, Texas is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Fort Worth, acting by and through Dana Burghdoff, its duly authorized Assistant City Manager, hereinafter called "Fort Worth" and Willow Park, Texas, acting by and through Doyle Moss its duly authorized Mayor, hereinafter called "Customer," and hereinafter collectively referred to as the "Parties".

**WHEREAS**, on March 25, 2019 Fort Worth and Customer entered into an Agreement for Water Service between the City of Fort Worth, Texas and Willow Park, Texas (City Secretary Contract No. 52220) (the "Agreement") through which Fort Worth agreed to supply treated water at a reasonable rate to Willow Park; and

**WHEREAS**, on April 24, 2019 Fort Worth and Hudson Oaks entered into an Agreement for Water Service between the City of Fort Worth, Texas and the City of Hudson Oaks, Texas (City Secretary Contract No. 52219) through which Fort Worth agreed to supply treated water at a reasonable rate to Hudson Oaks; and

**WHEREAS**, pursuant to the Agreement Customer was responsible for the design, easement acquisition, construction and inspection of the approach main and wholesale billing meter for the supply of treated water to Willow Park and Hudson Oaks from Fort Worth; and

**WHEREAS**, Fort Worth has requested that Customer furnish as-built surveys of the portion of the approach main that will be owned and operated by Fort Worth; and

**WHEREAS**, in connection with the supply of treated water from Fort Worth, it is necessary for Customer to construct a ground storage tank, pump stations, and other facilities; and

**WHEREAS**, the approach main required for the supply of water from Fort Worth is scheduled to be completed before the wholesale billing meter, ground storage tank, pump stations, and other facilities can be completed; and

**WHEREAS**, Customer has agreed to install a temporary meter at Customer's expense to purchase treated water from Fort Worth on a temporary basis until the wholesale water meter, ground storage tank, pump stations, and other facilities can be completed; and



**WHEREAS**, Fort Worth and Customer desire to amend the Agreement as provided herein.

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS**, Fort Worth and Customer do hereby agree as follows:

**SECTION 1.**

Exhibit F “Additional Terms” of the Agreement is hereby amended by revising paragraph 5 to read as follows:

5. System Buy-In: A system buy in charge will be assessed prior to making connection to the Fort Worth water system in accordance with the following Table

<b>Customer City</b>	<b>Asset Assessment</b>	<b>Associated Cost</b>
Hudson Oaks and Willow Park	WS IV 30” Water Main Capacity Charge (6.73 MGD x \$487,856 per MGD)	\$3,283,271
	WS V 36” Water Main Capacity Charge (6.73 MGD x \$57,464 per MGD)	\$386,733
	<b>TOTAL BUY IN COST</b>	<b>\$3,670,004</b>

Notwithstanding the above, for purposes of the temporary water supply authorized below, Fort Worth will send the Customer an invoice for a proportionate amount of the system buy in charge equaling \$1,908,402.08, which constitutes 100% of the Willow Park buy in cost. The Customer shall pay this amount at the time the temporary water connection is made and prior to receiving temporary water service. This payment will entitle the Customer to receive a maximum temporary water supply of 500,000 gal/day as provided below. The remainder of the system buy in charge stated in the above Table shall be paid upon the permanent water connection being completed and prior to the supply of the agreed 6.73 mgd pursuant to this Agreement.

**SECTION 2.**

Exhibit F “Additional Terms” of the Agreement is hereby amended by adding new paragraphs 17, 18, 19 and 20 to read as follows:

17. As-Built Survey: Within one hundred twenty (120) days after the construction of the pipeline is complete, the Customer shall provide Fort Worth and the grantor of the easement (“Grantor”) with an “as-built” survey of the portion of the pipeline to be transferred to Fort Worth (the portion of the line from the Fort Worth isolation valve at

the ETJ line east to the connection point with the existing 36" line along Farmer Road), marked and surveyed by a Texas Registered Public Surveyor, with the certification addressed to the Customer, Fort Worth, and Grantor, showing the exact elevation, location and depth of the pipeline with benchmarks described with elevations at approximately five hundred (500) foot intervals, and shall provide a full size copy of the survey to Fort Worth and Grantor. The Customer agrees to place the pipeline as close as is reasonably practical to the line shown on Exhibit A to the easement, but in no event more than five (5) feet of the center line of the Pipeline Easement Area.

18. Temporary Water Supply: Upon completion of construction of the approach main by the Customer, Fort Worth agrees to provide temporary water service to the Customer. Such temporary water service shall be for a maximum period of six (6) months from the date the temporary water meter is approved for use by Fort Worth. The total demand for water by the Customer shall not exceed 500,000 gal/day during this temporary service period. Fort Worth shall bill the Customer directly for temporary water supplied under this Agreement. The Customer shall remit payment to Fort Worth in accordance with the payment provisions in the Agreement.
19. Temporary Water Connection: The Customer will be responsible for installing all temporary facilities and connections between the Fort Worth approach main and the Customer's existing distribution system at the site of the future ground storage tank and pump station on El Chico Trail. These temporary connections will be on property owned by the Customer and as depicted on Exhibit H. The Customer shall construct a combination rate of flow and pressure reducing valve, and a double check valve, to feed the Customer's distribution system directly from the Fort Worth pressure system. The Customer will hold Fort Worth harmless for any pressure related issues which may arise in the Customer's distribution system from this temporary supply. The Customer will install a 6" Sensus Omni T2-turbine water meter in a vault along with a remote monitoring connection to the Fort Worth SCADA system. No temporary water service shall be allowed until complete installation and operability of these temporary metering facilities is accomplished.
20. Water Use Restrictions and Conservation: The requirements of Section 2.5 of the Agreement shall be applicable and the Customer shall comply with all such restrictions during the temporary supply of water allowed herein.

**SECTION 2.**

All other terms and provisions of the Agreement which are not amended hereby shall remain in full force and effect.

IN TESTIMONY WHEREOF, this Agreement has been executed on the date executed by the City Secretary as shown below.

ATTEST:

**CITY OF FORT WORTH**

\_\_\_\_\_  
Mary Kayser  
City Secretary  
Date:\_\_\_\_\_

\_\_\_\_\_  
Dana Burghdoff  
Assistant City Manager  
City of Fort Worth

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Christa R. Lopez-Reynolds  
Sr. Assistant City Attorney

RECOMMENDED BY:

\_\_\_\_\_  
Christopher Harder, P.E.  
Director of the City of Fort Worth Water Department

ATTEST:

**CITY OF WILLOW PARK**

\_\_\_\_\_  
City Secretary, City of Willow Park

\_\_\_\_\_  
Doyle Moss  
Mayor, City of Willow Park



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> May 25, 2021	<b>Department:</b> Public Works	<b>Presented By:</b> B. Grimes
--------------------------------------	------------------------------------	-----------------------------------

**AGENDA ITEM:**

Discussion/Action. To consider and act on approval of the First Amendment to the Agreement for Funding, Construction and Maintenance of Water Supply Facilities between the City of Hudson Oaks and Willow Park.

---

**BACKGROUND:**

This First Amendment to Agreement for Funding, Construction and Maintenance of Water Supply Facilities between the City of Willow Park, Texas and the City of Hudson Oaks, Texas (“First Amendment”) is by and between the City of Willow Park, acting by and through Doyle Moss, its duly authorized Mayor, hereinafter called “Willow Park” and the City of Hudson Oaks, Texas, acting by and through Marc Povero, its duly authorized Mayor, hereinafter called “Hudson Oaks,” and hereinafter collectively referred to as the “Parties”.

---

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

---

**EXHIBITS:**

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

**FIRST AMENDMENT TO AGREEMENT FOR FUNDING, CONSTRUCTION AND  
MAINTENANCE OF WATER SUPPLY FACILITIES**

**STATE OF TEXAS           §**  
  **§**  
**COUNTY OF TARRANT   §**

This First Amendment to Agreement for Funding, Construction and Maintenance of Water Supply Facilities between the City of Willow Park, Texas and the City of Hudson Oaks, Texas (“First Amendment”) is by and between the City of Willow Park, acting by and through Doyle Moss, its duly authorized Mayor, hereinafter called “Willow Park” and the City of Hudson Oaks, Texas, acting by and through Marc Povero, its duly authorized Mayor, hereinafter called “Hudson Oaks,” and hereinafter collectively referred to as the “Parties”.

**WHEREAS**, Hudson Oaks and Willow Park each entered into wholesale water purchase agreements with the City of Fort Worth (the “Wholesale Water Purchase Agreements”) to supply treated water necessary to serve the capacity of each City’s respective water distribution systems; and

**WHEREAS**, on March 28, 2019 Willow Park and Hudson Oaks entered into an Agreement for Funding, Construction and Maintenance of Water Supply Facilities (the “Agreement”) for the purpose of designing, constructing and maintaining [a Water Supply Facilities \(as defined in the Agreement\) water transmission line](#) to bring water service from Fort Worth’s existing water supply line to Willow Park and further to Hudson Oaks, including necessary storage facilities, pumping stations, and other appurtenances; and

**WHEREAS**, pursuant to the Wholesale Water Purchase Agreements Fort Worth has requested that a portion of the approach main constructed as a part of the Water Supply Facilities be oversized and is required to pay the costs of oversizing to Hudson Oaks; and

**WHEREAS**, pursuant to the Agreement Willow Park is responsible for bidding the construction contract(s) for the Water Supply Facilities and issuing debt for the entire Construction Costs for the Water Supply Facilities; and

**WHEREAS**, Willow Park has amended its Wholesale Water Purchase Agreement with Fort Worth whereby Fort Worth will provide Willow Park with temporary water [service through a segment of the water transmission line under construction](#) ~~pursuant to the Agreement and~~, [prior to final completion of the Water Supply Facilities](#) under the existing construction contract; and

**WHEREAS**, Willow Park's provision of temporary water from Fort Worth will require the design, construction, and maintenance of temporary water facilities not contemplated under the Agreement ("Temporary Water Facilities"); and

**WHEREAS**, Willow Park and Hudson Oaks desire to amend the Agreement to provide for the allocation of oversizing costs paid by Fort Worth and to provide for the allocation of ~~all one hundred percent of the design, construction, and maintenance~~ costs attributable to Willow Park's Temporary Water Facilities to Willow Park.

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS**, Willow Park and Hudson Oaks do hereby agree as follows:

### **SECTION 1.**

To the extent not otherwise defined herein, terms used in this First Amendment shall have the meanings ascribed to them in the Agreement.

### **SECTION 2.**

Section 3 "Construction of Water Supply Facilities" of the Agreement is hereby amended by adding the following new sections:

3.2.8 Pursuant to the Wholesale Water Purchase Agreements, Fort Worth has agreed to pay Hudson Oaks for the cost of oversizing the portion of the approach main to be maintained by Fort Worth ("Oversizing Payment"). Upon receipt of the Oversizing Payment from Fort Worth, Hudson Oaks will pay the full amount of such payment to Willow Park to offset the total cost of construction of the Water Supply Facilities which has been financed by debt issued by Willow Park (and includes the cost of Fort Worth's oversizing of the approach main). Provided that Willow Park receives the full amount of the Oversizing Payment, ~~the~~ the parties understand and agree that the Oversizing Payment represents a cost that is not attributable to any part of the construction costs of the Water Supply Facilities and that the Oversizing Payment will not be included in any calculation of Hudson Oak's Water Supply Facilities construction cost reimbursement obligations to Willow Park as required in ~~this the~~ Agreement.

3.2.9 Willow Park's Temporary Water Facilities shall not be considered Water Supply Facilities, the cost to construct the Temporary Water Facilities shall not be considered Construction Costs, and any operation and maintenance costs attributable to the Temporary Water Facilities shall not be considered Operation and Maintenance Costs, under this Agreement. ~~One-hundred percent of the costs for the design, construction, and maintenance~~ attributable to Willow Park's Temporary

Water Facilities shall be borne solely by Willow Park and none of these costs will be included as reimbursement costs owed by Hudson Oaks to Willow Park pursuant to this Agreement. The cost attributable to the Temporary Water Facilities shall include but not be limited to the design, construction, maintenance, and inspection of the Temporary Water Facilities, fees paid to engineers and other consultants, and any other costs connected with or due to the installation of the Temporary Water Facilities or that would not have otherwise been incurred but for the installation of the Temporary Water Facilities. A complete accounting of the costs attributable to the Temporary Water Facilities shall be documented in writing by Half Associates, Inc. and shall be provided to both Willow Park and Hudson Oaks within 30 days of the completion of the Temporary Water Facilities. If either Willow Park or Hudson Oaks disputes the calculation of these costs, the parties shall submit to non-binding mediation as provided in Section 11 of this Agreement.

### SECTION 3.

All other terms and provisions of the Agreement which are not amended hereby shall remain in full force and effect.

IN TESTIMONY WHEREOF, this First Amendment Agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**CITY OF WILLOW PARK**

\_\_\_\_\_  
City Secretary, City of Willow Park

\_\_\_\_\_  
Doyle Moss  
Mayor, City of Willow Park

ATTEST:  
**PARK**

**CITY OF HUDSON OAKSWILLOW**

\_\_\_\_\_  
City Secretary, City of Hudson Oaks

\_\_\_\_\_  
Marc Povero  
Mayor, City of Hudson Oaks



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> May 25, 2021	<b>Department:</b> Fire	<b>Presented By:</b> Chief Mike LeNoir
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## AGENDA ITEM:

To discuss and take action on the sale of F750 Brush Truck to Sulfur Bluff Volunteer Fire Department for \$35,000.

## BACKGROUND:

This Brush Truck was replaced with the new TFS brush truck just received. This was obtained by a previous TFS grant for purchase over 10 years ago.

The department wishing to purchase the Brush Truck is Sulfur Bluff Volunteer Fire Department in East Texas who lost many of their fleet due to a fire in the apparatus bay.

They came out to look at this Brush Truck and would like to purchase it for the asking price of \$35,000.

## STAFF/BOARD/COMMISSION RECOMMENDATION:

Recommend approving the sale of the 2008 Ford 750 Brush Truck to Sulfur Bluff Volunteer Fire Department.

## EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	\$0
<b>Source of Funding</b>	\$0	





# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> May 25, 2021	<b>Department:</b> Admin	<b>Presented By:</b> City Manager
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**AGENDA ITEM:**

Consider all matters incident and related to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A” including the adoption of an ordinance authorizing the issuance of such certificates in an amount not to exceed \$14,500,000 to finance the costs of paying contractual obligations to be incurred (i) for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including land and rights-of-way therefor and, and (ii) to pay professional services rendered in relation to such projects and the financing thereof

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**BACKGROUND:**

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

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**EXHIBITS:**

Updated Schedule from Hilltop Securities

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

---

CERTIFICATE ORDINANCE

\$14,130,000  
CITY OF WILLOW PARK, TEXAS  
COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM  
SURPLUS REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2021A

Adopted: May 25, 2021

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ORDINANCE NO.

AN ORDINANCE authorizing the issuance of "CITY OF WILLOW PARK, TEXAS,

COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates; and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and providing an effective date

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City has received a loan commitment from the Board for financial assistance in the amount of \$14,130,000 to finance the costs of constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including land and rights-of-way therefore, and such financial assistance is to be evidenced by the Board's purchase of certificates of obligation payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and a pledge of the Net Revenues (as defined in Section 10 hereof) of the City's combined Waterworks and Sewer System; and

WHEREAS, notice of intention to issue such certificates of obligation has been published (i) in the Weatherford Democrat, a newspaper hereby found to be of general circulation in the City of Willow Park, Texas, on March 26, 2021, and April 2, 2021, the date of the first publication being at least forty-six (46) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates, and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

WHEREAS, the published notice designated May 11, 2021, as the tentative date the City Council would consider the ordinance authorizing the issuance of the certificates; and

WHEREAS, the City Council met on May 11, 2021, and determined to postpone action with respect to the issuance and sale of the certificates and the adoption of this Ordinance until the date hereof; and

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

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

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$14,130,000, to be designated and bear the title "CITY OF WILLOW PARK, TEXAS, COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving 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, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates shall be issued as fully registered obligations, shall be dated May 15, 2021 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate(s) (%)</u>
2023	410,000	0.600
2024	410,000	0.600
2025	415,000	0.600
2026	415,000	0.600
2027	420,000	0.600
2028	420,000	0.600
2029	425,000	0.600
2030	425,000	0.600
2031	430,000	0.600
2032	435,000	0.600
2033	435,000	0.600
2034	440,000	0.650
2035	440,000	0.840
2036	445,000	1.000
2037	450,000	1.160
2038	455,000	1.290
2039	460,000	1.400
2040	470,000	1.500
2041	475,000	1.600
2042	485,000	1.680
2043	490,000	1.760
2044	500,000	1.820
2045	510,000	1.880
2046	520,000	1.930
2047	530,000	1.970
2048	540,000	2.010
2049	550,000	2.050

2050	565,000	2.080
2051	575,000	2.110
2052	590,000	2.110

The Certificates shall bear interest on the unpaid principal amount from the date of delivery to the initial purchaser (which date shall be the registration date appearing on the "Registration Certificate of Paying Agent/Registrar" typed or printed on the global Certificates deposited with The Depository Trust Company ("DTC") and noted in the records of the Paying/Agent Registrar) at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on August 15, 2021, and each February 15 and August 15 thereafter until maturity or prior redemption.

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

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

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Board is the registered owner of the Certificates, payments on the Certificates shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated

Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

#### SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 2032 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2031, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

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

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

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

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the



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

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

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

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

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

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

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

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 23 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

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

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

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

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

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

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser, and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

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

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

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such

legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

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

(b) Form of Definitive Certificates.

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

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

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WILLOW PARK, TEXAS,  
COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM  
SURPLUS REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2021A

Certificate Date:  
\_\_\_\_\_, 2021

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

Stated Maturity:  
February 15, 20\_\_

CUSIP NO:  
\_\_\_\_\_

Registered Owner:

Principal Amount:

The City of Willow Park (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Parker, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificates to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2021, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to

the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal or interest, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$14,130,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving 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, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after February 15, 2032, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2031, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

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

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

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

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

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

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



The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

CITY OF WILLOW PARK, TEXAS

\_\_\_\_\_  
ea o n Mayor ro e

COUNTERSIGNED:

\_\_\_\_\_  
A a City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

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

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

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated offices of the Paying Agent/Registrar located in \_\_\_\_\_, \_\_\_\_\_, is the "Designated Payment/Transfer Office" for this Certificate.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_

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

(e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number: \_\_\_\_\_)

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

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

DATED:

\_\_\_\_\_  
Signature guaranteed:

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

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

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

REGISTERED  
NO. T-1

REGISTERED  
\$14,130,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WILLOW PARK, TEXAS,  
COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM  
SURPLUS REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2021A

Certificate Date: \_\_\_\_\_, 2021

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: FOURTEEN MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS

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

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
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(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2021, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by U.S. Bank (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

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

(b) The term "Certificates" shall mean the \$14,130,000 "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A" authorized by this Ordinance.

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



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

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

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

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

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

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

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

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

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

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

(k) The term "Previously Issued Obligations" shall mean the outstanding (1) "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2014", dated February 15, 2014, originally issued in the principal amount of \$685,000, (2) "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2016", dated February 15, 2016, originally issued in the principal amount of \$995,000, (3) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2017", dated February 1, 2017, originally issued in the principal amount of \$2,725,000, (4) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019", dated November 1, 2019, originally issued in the principal amount of \$13,770,000, and (5) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021", dated January 15, 2021, originally issued in the principal amount of \$6,270,000.

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

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

**SECTION 11: Certificate Fund.** For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2021A COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at a depository of the City. The Mayor, Mayor Pro Tem, City Administrator and City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or

before the last business day next preceding each interest and principal payment date for the Certificates.

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

#### SECTION 12: Tax Levy.

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

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

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

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

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations, the

Previously Issued Obligations and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Certificate Fund for the payment of the Certificates; and

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

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

Texas Government Code, Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of



the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "City of Willow Park Waterworks and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

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

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

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

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

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

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

reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

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

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

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

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

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

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

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

(b) Other than for the payment of the Previously Issued Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

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

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

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

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

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

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

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

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall



not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 41 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such

investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

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

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

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

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

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

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

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and

(3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

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

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

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

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

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

**SECTION 27: Confirmation of Sale.** The sale of the Certificates to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par, less a loan origination fee of \$243,022.00, pursuant to a loan commitment received from the Purchasers, is hereby confirmed and determined to be in the best interest of the City. Delivery of said Certificates shall be made to said Purchasers as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

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

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



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

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

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

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

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

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

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

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

(i) to furnish a copy of each annual audit to the Texas Water Development Board, Attention: Financial Compliance Division, not later than one (1) year following the close of the Fiscal Year;

(j) proceeds of the Certificates shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by

the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project;

(k) all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The recipient, all contractors, and all sub-contractors shall ensure that all projects mandate compliance with Davis-Bacon.

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

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

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

(o) neither the City nor a related party thereto will acquire any of the Board's Source Series Bonds in an amount related to the amount of the Certificates to be acquired from the City by the Board;

(p) the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388 and related State Revolving Fund Policy Guidelines.

(q) the City will not use any portion of the proceeds of the Bonds in a manner that would cause the Bonds to become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;

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

(s) the City will not use proceeds of the Certificates or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(t) the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines.

SECTION 29: Proceeds of Sale. (a) Immediately following the delivery of the Certificates to the Purchasers, the proceeds of sale (less amounts to pay costs of issuance) shall be deposited in an account to be maintained at U.S. Bank, Dallas, Texas (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An "Escrow Agreement" by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The Mayor and Mayor Pro Tem and City Secretary of the City are hereby authorized and directed to execute such Agreement for and on behalf of the City and as the act and deed of the City Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 41: Continuing Disclosure Undertaking.

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

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

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

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

(b) *Annual Reports*. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2021, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

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

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;



3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding subsections (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

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

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

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

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

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

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

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final

jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

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

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

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

*[remainder of page left blank intentionally]*

PASSED AND ADOPTED, this May 25, 2021.

CITY OF WILLOW PARK, TEXAS

---

ea o n Mayor ro e

ATTEST:

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A a City Secretary

(City Seal)

**Exhibit A**

**PAYING AGENT/REGISTRAR AGREEMENT**



## PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of May 25, 2021 (this "Agreement"), by and between U.S. Bank, a national association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Willow Park (the "Issuer").

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A (the "Securities"), dated May 15, 2021, such Securities scheduled to be delivered to the initial purchasers thereof on or about \_\_\_\_\_, 2021; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

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

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

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

**Section 1.02 Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

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

## **ARTICLE TWO DEFINITIONS**

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

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

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

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

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

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

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

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

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

### **ARTICLE THREE PAYING AGENT**

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

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

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

### **ARTICLE FOUR REGISTRAR**

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

will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE FIVE THE BANK**

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

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

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality



of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

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

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

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

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

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

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

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

**Section 6.12 Iran, Sudan or Foreign Terrorist Organizations.** The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

**Section 6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[Remainder of page left blank intentionally.]*

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

U.S. BANK

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

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

Address: 13737 Noel Road, Suite 800  
Dallas, Texas 75240

CITY OF WILLOW PARK, TEXAS

By: \_\_\_\_\_  
          ea o n Mayor ro e

Address: 516 Ranch House Road  
          Willow Park, Texas 76087

ATTEST:

\_\_\_\_\_  
A a           City Secretary



## ANNEX A

**Exhibit B**  
**ESCROW AGREEMENT**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), dated as of May 25, 2021, made by and between the City of Willow Park, Texas, a political subdivision of the State of Texas in Parker County (the "City"), acting by and through the Mayor and City Secretary, and U.S. Bank, Dallas, Texas, a national banking association duly organized and existing under the laws of the United States of America (the "Bank"), as Escrow Agent (the "Escrow Agent") together with any successor in such capacity:

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

WHEREAS, pursuant to an ordinance finally adopted on May 25, 2021 (the Ordinance"), the City authorized the issuance of \$14,130,000 "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A", dated May 15, 2021 (the "Obligations") to obtain financial assistance from the Texas Water Development Board ("TWDB") for the purpose of funding sewer system improvements (the "Project"); and

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

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

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

**SECTION 1: ESCROW ACCOUNT.** Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number L1001381 shall be deposited to the credit of a special escrow account (the "Escrow Account") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "City of Willow Park, Texas, Water and Sewer System Revenue Bonds, Texas Water Development Board L1001381 Escrow Account" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account bank statements upon request.

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

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

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

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

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

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

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

**SECTION 9: MERGER/CONSOLIDATION.** In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the

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

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

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

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

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

City of Willow Point  
516 Ranch House Road  
Willow Park, Texas 76087

Attention: Bryan Grimes, City Administrator  
Phone: (214) 441-6600  
Email: [bgrimes@willowpark.org](mailto:bgrimes@willowpark.org)

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

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

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

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

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

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

SECTION 19: **OTHER PROVISIONS.** If the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the City for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket and incidental expenses and legal fees occasioned thereby, unless such claim, liability, loss, damages, fine, penalty, and expense shall have been finally adjudicated to have resulted from the willful misconduct or negligence of the Escrow Agent. The Escrow Agent shall not be required to risk or expend its own funds before taking any action under this Agreement.

The Escrow Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder.

The Escrow Agent may consult with counsel, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Escrow Agent hereunder in good faith and in reliance thereon.

The Escrow Agent shall be protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion, affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

SECTION 20: **FAX/E-MAIL.** The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the City shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The City



understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

**SECTION 21: NO BOYCOTT OF ISRAEL.** The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

**SECTION 22: IRAN, SUDAN AND FOREIGN TERRORISTS ORGANIZATIONS.** The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively

declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

SECTION 23: **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

*[remainder of page left blank intentionally]*

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

CITY OF WILLOW PARK, TEXAS

By: \_\_\_\_\_  
          ea o n Mayor ro e

\_\_\_\_\_  
A a City Secretary

*[signatures continue on next page]*

*[signature page to Escrow Agreement]*

U.S. BANK

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

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

*[signature page to Escrow Agreement]*

**EXHIBIT A**  
Fee Schedule

## **Exhibit C**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

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

#### **Annual Financial Statements and Operating Data**

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

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

#### **Accounting Principles**

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





## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> May 25, 2021	<b>Department:</b> Public Works	<b>Presented By:</b> B. Grimes
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### AGENDA ITEM:

To consider and act on awarding the construction bid on ground storage tank and pump station for the Fort Worth water project.

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### BACKGROUND:

Bids were received on 5/19/21 for the third portion of the overall project to provide potable water from the City of Fort Worth to the Cities of Willow Park and Hudson Oaks. The project consists of improvements to the El Chico Trail delivery point, including a permanent wholesale meter station, a 750,000-gallon ground storage tank, pump station building with 6 pumps and electrical and control equipment, and a standby emergency generator. The project also includes installation of a meter station at the Hudson Oaks delivery site at Ranch Oak Drive. Various piping connections are included that as well will make the overall project fully functional.

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### STAFF/BOARD/COMMISSION RECOMMENDATION:

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### EXHIBITS:

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



May 20, 2021  
AVO 34094.001

Mr. Brian Grimes  
City Administrator  
City of Willow Park  
516 Ranch House Road  
Willow Park, Texas 76087

RE: Hudson Oaks and Willow Park Water Facilities and Wholesale Meter – Letter of Recommendation

Dear Mr. Grimes,

Bids were opened for the above referenced project on Wednesday, May 19, 2021 at 3:00 p.m. at the City of Willow Park. Five (5) bids were received for the project. Halff Associates has verified the bid tabulations and the low bidder for the Total Bid is **MELA Contracting, Inc.** Please see a summary of the Water Facilities bids below. The low bidder and bid amount are highlighted.

<b>Approach Main to Hudson Oaks and Willow Park Bid Summary</b>	
<b>Contractor</b>	<b>Total Bid</b>
Austin Infrastructure	\$6,929,835.00
Crossland Heavy Contractors	\$6,677,615.00
Fort Worth Civil Constructors, LLC.	\$7,689,219.00
<b>MELA Contracting, Inc.</b>	<b>\$6,357,000.00</b>
Rey-Mar Construction	\$7,008,510.00

MELA's Bid Form, Proposal Form and Bid Bond are attached to this letter. Completed WRD-255, SRF-404 and TWDB-0216 were included in the bid package.

Halff reached out to several of MELA's references, including North Texas Municipal Water District (multiple projects), Town of Northlake, and Kimley Horn (multiple projects). All responses were positive, and each reference stated they would recommend MELA.

Halff recommends awarding the Hudson Oaks and Willow Park Water Facilities and Wholesale Meter to **MELA Contracting, Inc.** in the amount of **\$6,357,000.00**.



Bryan Grimes  
City of Willow Park  
May 20, 2021  
Page 2

If you have any questions, please contact me at (817) 764-7504.

Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Preston Dillard", written in a cursive style.

Preston Dillard, PE  
Project Manager

**BID FORM**

Willow Park, Texas

MAY 19, 2021

PROPOSAL OF MELA Contracting, Inc.

A Corporation organized and existing under the laws of the State of Texas, a partnership consisting of the business name of \_\_\_\_\_, an individual.

TO: CITY OF WILLOW PARK

PROPOSAL FOR: **HUDSON OAKS AND WILLOW PARK WATER FACILITIES AND WHOLESALE METER**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 274 consecutive calendar days from the day established for the start of the work in a written Notice to Proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	<u>4/30/21</u>	<u>from</u>
Addendum No. 2	<u>4/22/21</u>	<u>from</u>
Addendum No. 3	<u>5/13/21</u>	<u>from</u>
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By

LEOPOLDO (PAUL) MENDOZA, PRESIDENT  
(Print Name and Title)

430 LAKEVIEW RD

RHINE, TX 76078  
Address

Attested By:

Mendoza  
Secretary Mendoza Mendoza

(SEAL) If Bidder is a Corporation  
NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

**ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.**

**Contractor's Qualifications**

The contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, guy lines, gas lines and meters, sewer manholes and cleanouts etc.) which requires the contractor to plan work efforts and equipment needs with these limitations in mind. The contractor shall submit a list of Public Works Projects successfully completed within the last five years. This list shall include the names of supervisors and type of equipment used to perform this work.

PROPOSAL / UNIT PRICE BID SCHEDULE

HUDSON OAKS AND WILLOW PARK WATER FACILITIES AND WHOLESALE METER

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1	\$ 600,000 <sup>-</sup>	\$ 600,000 <sup>-</sup>
2	WILLOW PARK DELIVERY SITE Stormwater Pollution Prevention	LS	1	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
3	WILLOW PARK DELIVERY SITE Traffic Control	LS	1	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
4	WILLOW PARK DELIVERY SITE OSHA excavation and support protection system	LS	1	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
5	WILLOW PARK DELIVERY SITE WORK AND EARTHWORK (Including but not limited to temporary meter vault demolition, equipment relocation and salvaging, other site demolition, site clearing and grading, subgrade preparation, erosion control measures, installation of 6-foot chain link fence with barbed wire, installation of standard single and double gates, rock riprap, concrete pad, etc.)	LS	1	\$ 150,000 <sup>-</sup>	\$ 150,000 <sup>-</sup>
6	WILLOW PARK DELIVERY SITE YARD PIPING (Including but not limited to installation of 14"-20" ductile iron pipe and fittings, 6"-20" gate valves, fire hydrant assembly, hose bibs, 4' manholes, 4"-8" polyvinyl chloride pipe, connections to existing water piping, extension of Willow Park sewer line, etc.)	LS	1	\$ 250,000 <sup>-</sup>	\$ 250,000 <sup>-</sup>
7	FORT WORTH MOTOR-OPERATED VALVE VAULT (Including but not limited to installation of valve, concrete vault, vent stack, ladder, access hatches, 18" FLG butterfly valve, 18" ductile iron pipe and fittings, 18" FLG coupling adapter, actuator, electrical, and instrumentation, etc.)	LS	1	\$ 400,000 <sup>-</sup>	\$ 400,000 <sup>-</sup>
8	FORT WORTH METER STATION (Including but not limited to installation of meter, concrete vault, vent stack, ladder, access hatches, sump pump, meter strainer, 10" gate valve, 10" ductile iron pipe, vault ventilator, dehumidifier, sample tap assembly, electrical components, instrumentation, etc.)	LS	1	550,000 <sup>-</sup> <del>\$ 400,000<sup>-</sup></del>	550,000 <sup>-</sup> <del>\$ 400,000<sup>-</sup></del>
9	WILLOW PARK MOTOR-OPERATED VALVE VAULT (Including but not limited to installation of valve, concrete vault, vent stack, ladder, access hatches, sump pump, 10" FLG butterfly valve, 10" ductile iron pipe and fittings, 10" FLG coupling adapter, actuator, electrical, and instrumentation, etc.)	LS	1	\$ 400,000 <sup>-</sup>	\$ 400,000 <sup>-</sup>
10	Furnish and install 750,000 Gallon welded steel Ground Storage Tank including but not limited to the Foundation, Fittings, Valves, Electrical, Instrumentation, and Other Tank Accessories	LS	1	550,000 <sup>-</sup> <del>\$ 1,100,000<sup>-</sup></del> Furn	550,000 <sup>-</sup> <del>\$ 1,100,000<sup>-</sup></del> Furn
11	HIGH SERVICE PUMP STATION (Including but not limited to installing pump building, six pumps, motors, and VFDs, 20" ductile iron pipe and fittings, 20" FLG butterfly valve, 10" ductile iron pipe and fittings, 10" gate valve, 10" check valve, flow meter vaults, access hatch, booster pumps, floor drain, non potable water system, plumbing, mechanical, all associated electrical and instrumentation, etc)	LS	1	\$ 1,496,165	\$ 1,496,165
12	Furnish and install emergency generator including but not limited to generator, foundation pad, all electrical and instrumentation.	LS	1	\$ 650,000 <sup>-</sup>	\$ 650,000 <sup>-</sup>
13	CITY OF FORT WORTH APPLICATION SERVICE PROVIDER - PRIME CONTROLS	LS	1	\$ 13,885.00	\$ 13,885.00
14	CITY OF WILLOW PARK APPLICATION SERVICE PROVIDER - DHS AUTOMATION, INC.	LS	1	\$ 62,000.00	\$ 62,000.00
15	CITY OF HUDSON OAKS APPLICATION SERVICE PROVIDER - Principal Technology, Inc.	LS	1	\$ 68,856.00	\$ 68,856.00
16	PUMP BUILDING ACCESS CONTROL - A1 SECURITY CAMERAS	LS	1	\$ 17,094.00	\$ 17,094.00
17	LANDSCAPING	LS	1	\$ 40,000 <sup>-</sup>	\$ 40,000 <sup>-</sup>
18	HUDSON OAKS DELIVERY SITE Stormwater Pollution Prevention	LS	1	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>

**PROPOSAL / UNIT PRICE BID SCHEDULE**

**HUDSON OAKS AND WILLOW PARK WATER FACILITIES AND WHOLESALE METER**

Item No.	Description	Unit	Quantity	Unit Price	Amount
19	HUDSON OAKS DELIVERY SITE Traffic Control	LS	1	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
20	HUDSON OAKS DELIVERY SITE OSHA excavation and support protection system	LS	1	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
21	HUDSON OAKS DELIVERY SITE WORK AND EARTHWORK (Including but not limited to demolition, site clearing and grading, subgrade preparation, erosion control measures, installation of 6-foot chain link fence with barbed wire, installation of standard single and double gates, landscaping, rock riprap, concrete pad, etc.)	LS	1	\$ 50,000 <sup>-</sup>	\$ 50,000 <sup>-</sup>
22	HUDSON OAKS DELIVERY SITE YARD PIPING (Including but not limited to installation of 16" ductile iron pipe and fittings, connections to existing water piping, hose bibs, etc.)	LS	1	\$ 150,000 <sup>-</sup>	\$ 150,000 <sup>-</sup>
23	HUDSON OAKS METER STATION (Including but not limited to installation of meter, concrete vault, vent stack, ladder, access hatches, sump pump, meter strainer, 10" gate valve, 10" ductile iron pipe, vault ventilator, dehumidifier, sample tap assembly, electrical components, instrumentation, etc.)	LS	1	\$ 550,000 <sup>-</sup> <del>350,000<sup>-</sup></del> LM	\$ 550,000 <sup>-</sup> <del>350,000<sup>-</sup></del> LM
24	HUDSON OAKS MOTOR-OPERATED VALVE VAULT (Including but not limited to installation of valve, concrete vault, vent stack, ladder, access hatches, 10" FLG butterfly valve, 10" ductile iron pipe and fittings, 10" FLG coupling adapter, actuator, etc.)	LS	1	\$ 350,000 <sup>-</sup>	\$ 350,000 <sup>-</sup>
<b>TOTAL BID AMOUNT</b>					\$ 6,357,000 <sup>-</sup>
<b>NOT TO EXCEED TOTAL AMOUNT OF BID (Items 1 - 24)</b>					
\$ 6,357,000 <sup>-</sup>					



# A310™ – 2010 Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

MELA Contracting, Inc.  
430 Lakeview Rd.  
Rhome, TX 76078

**SURETY:**

**Berkley Insurance Company**

475 Steamboat Road  
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

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

**BOND AMOUNT:** \$ (5% GAB) FIVE PERCENT OF GREATEST AMOUNT BID

**PROJECT:**

(Name, location or address, and Project number, if any)

HUDSON OAKS AND WILLOW PARK WATER FACILITIES AND WHOLESALE METER

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of May, 2021.

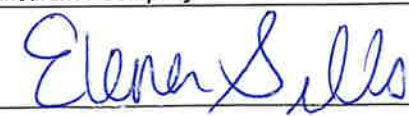
  
\_\_\_\_\_  
(Witness) M. Duke Mendon

MELA Contracting, Inc.

(Principal) \_\_\_\_\_ (Seal)  
  
(Title) LEOPOLD MENDONZA, PRESIDENT

  
\_\_\_\_\_  
(Witness) Jennifer Upton

Berkley Insurance Company

(Surety) \_\_\_\_\_ (Seal)  
  
(Title) Elena Sells, Attorney-in-Fact

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

### BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group  
(866) 768-3534

412 Mount Kemble Avenue, Suite 310N  
Morristown, NJ 07960  
Attn: Surety Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Steven Wayne Lewis; Kathleen Marie Sells; Lanny Wilson Land; Elena Sells; or Jennifer Upton of Box Bonding Agency, LLC of Grapevine, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10<sup>th</sup> day of February, 2021.

Attest:

(Seal)

By Ira S. Lederman  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter  
Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10<sup>th</sup> day of February, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12<sup>th</sup> day of May, 2021.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

City of Willow Park

Bid Tabulation

**HUDSON OAKS AND WILLOW PARK WATER FACILITIES AND WHOLESALE METER**

ADVERTISEMENT DATES: April 16 & 23, 2021

BID OPENING DATE: May 19, 2021

Engineers Estimate: \$6,534,000

Item No.	Description	Unit of Measure	Bid Quantity	Austin Infrastructure		Fort Worth Civil Constructors, LLC		Rey-Mar Construction		Crossland Heavy Contractors		MELA Contracting, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1	\$ 600,000.00	\$ 600,000.00	\$ 338,400.00	\$ 338,400.00	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00	\$ 600,000.00	\$ 600,000.00
2	WILLOW PARK DELIVERY SITE Stormwater Pollution Prevention	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,900.00	\$ 8,900.00	\$ 7,225.00	\$ 7,225.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
3	WILLOW PARK DELIVERY SITE Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 23,000.00	\$ 23,000.00	\$ 3,700.00	\$ 3,700.00	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.00
4	WILLOW PARK DELIVERY SITE OSHA excavation and support protection system	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,200.00	\$ 7,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
5	WILLOW PARK DELIVERY SITE WORK AND EARTHWORK (Including but not limited to temporary meter vault demolition, equipment relocation and salvaging, other site demolition, site clearing and grading, subgrade preparation, erosion control measures, installation of 6-foot chain link fence with barbed wire, installation of standard single and double gates, rock riprap, concrete pad, etc.)	LS	1	\$ 500,000.00	\$ 500,000.00	\$ 253,000.00	\$ 253,000.00	\$ 100,000.00	\$ 100,000.00	\$ 460,180.00	\$ 460,180.00	\$ 150,000.00	\$ 150,000.00
6	WILLOW PARK DELIVERY SITE YARD PIPING (Including but not limited to installation of 14"-20" ductile iron pipe and fittings, 6"-20" gate valves, fire hydrant assembly, hose bibs, 4' manholes, 4"-8" polyvinyl chloride pipe, connections to existing water piping, extension of Willow Park sewer line, etc.)	LS	1	\$ 260,000.00	\$ 260,000.00	\$ 310,000.00	\$ 310,000.00	\$ 155,000.00	\$ 155,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
7	FORT WORTH MOTOR-OPERATED VALVE VAULT (Including but not limited to installation of valve, concrete vault, vent stack, ladder, access hatches, 18" FLG butterfly valve, 18" ductile iron pipe and fittings, 18" FLG coupling adapter, actuator, electrical, and instrumentation, etc.)	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 328,000.00	\$ 328,000.00	\$ 230,000.00	\$ 230,000.00	\$ 80,000.00	\$ 80,000.00	\$ 400,000.00	\$ 400,000.00
8	FORT WORTH METER STATION (Including but not limited to installation of meter, concrete vault, vent stack, ladder, access hatches, sump pump, meter strainer, 10" gate valve, 10" ductile iron pipe, vault ventilator, dehumidifier, sample tap assembly, electrical components, instrumentation, etc.)	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 333,000.00	\$ 333,000.00	\$ 225,000.00	\$ 225,000.00	\$ 190,000.00	\$ 190,000.00	\$ 550,000.00	\$ 550,000.00
9	WILLOW PARK MOTOR-OPERATED VALVE VAULT (Including but not limited to installation of valve, concrete vault, vent stack, ladder, access hatches, sump pump, 10" FLG butterfly valve, 10" ductile iron pipe and fittings, 10" FLG coupling adapter, actuator, electrical, and instrumentation, etc.)	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 342,000.00	\$ 342,000.00	\$ 260,000.00	\$ 260,000.00	\$ 95,000.00	\$ 95,000.00	\$ 400,000.00	\$ 400,000.00
10	Furnish and install 750,000 Gallon welded steel Ground Storage Tank including but not limited to the Foundation, Fittings, Valves, Electrical, Instrumentation, and Other Tank Accessories	LS	1	\$ 550,000.00	\$ 550,000.00	\$ 865,000.00	\$ 865,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 650,000.00	\$ 650,000.00	\$ 550,000.00	\$ 550,000.00
11	HIGH SERVICE PUMP STATION (Including but not limited to installing pump building, six	LS	1	\$ 3,300,000.00	\$ 3,300,000.00	\$ 3,385,484.00	\$ 3,385,484.00	\$ 3,425,000.00	\$ 3,425,000.00	\$ 3,650,000.00	\$ 3,650,000.00	\$ 1,496,165.00	\$ 1,496,165.00
12	Furnish and install emergency generator including but not limited to generator, foundation pad, all electrical and instrumentation.	LS	1	\$ 525,000.00	\$ 525,000.00	\$ 601,000.00	\$ 601,000.00	\$ 550,000.00	\$ 550,000.00	\$ 390,000.00	\$ 390,000.00	\$ 650,000.00	\$ 650,000.00
13	CITY OF FORT WORTH APPLICATION SERVICE PROVIDER - PRIME CONTROLS	LS	1	\$ 13,885.00	\$ 13,885.00	\$ 13,885.00	\$ 13,885.00	\$ 13,885.00	\$ 13,885.00	\$ 13,885.00	\$ 13,885.00	\$ 13,885.00	\$ 13,885.00
14	CITY OF WILLOW PARK APPLICATION SERVICE PROVIDER - DHS AUTOMATION, INC.	LS	1	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00
15	CITY OF HUDSON OAKS APPLICATION SERVICE PROVIDER - Principal Technology, Inc.	LS	1	\$ 68,856.00	\$ 68,856.00	\$ 68,856.00	\$ 68,856.00	\$ 68,856.00	\$ 68,856.00	\$ 68,856.00	\$ 68,856.00	\$ 68,856.00	\$ 68,856.00
16	PUMP BUILDING ACCESS CONTROL - A1 SECURITY CAMERAS	LS	1	\$ 17,094.00	\$ 17,094.00	\$ 17,094.00	\$ 17,094.00	\$ 17,094.00	\$ 17,094.00	\$ 17,094.00	\$ 17,094.00	\$ 17,094.00	\$ 17,094.00
17	LANDSCAPING	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 33,000.00	\$ 33,000.00	\$ 44,000.00	\$ 44,000.00	\$ 18,000.00	\$ 18,000.00	\$ 40,000.00	\$ 40,000.00
18	HUDSON OAKS DELIVERY SITE Stormwater Pollution Prevention	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 6,100.00	\$ 6,100.00	\$ 5,550.00	\$ 5,550.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
19	HUDSON OAKS DELIVERY SITE Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.00
20	HUDSON OAKS DELIVERY SITE OSHA excavation and support protection system	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
21	HUDSON OAKS DELIVERY SITE WORK AND EARTHWORK (Including but not limited to demolition, site clearing and grading, subgrade preparation, erosion control measures, installation of 6-foot chain link fence with barbed wire, installation of standard single and double gates, landscaping, rock riprap, concrete pad, etc.)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 81,000.00	\$ 81,000.00	\$ 85,000.00	\$ 85,000.00	\$ 80,000.00	\$ 80,000.00	\$ 50,000.00	\$ 50,000.00
22	HUDSON OAKS DELIVERY SITE YARD PIPING (Including but not limited to installation of 16" ductile iron pipe and fittings, connections to existing water piping, hose bibs, etc.)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 33,000.00	\$ 33,000.00	\$ 37,000.00	\$ 37,000.00	\$ 25,000.00	\$ 25,000.00	\$ 150,000.00	\$ 150,000.00
23	HUDSON OAKS METER STATION (Including but not limited to installation of meter, concrete vault, vent stack, ladder, access hatches, sump pump, meter strainer, 10" gate valve, 10" ductile iron pipe, vault ventilator, dehumidifier, sample tap assembly, electrical components, instrumentation, etc.)	LS	1	\$ 190,000.00	\$ 190,000.00	\$ 335,000.00	\$ 335,000.00	\$ 210,000.00	\$ 210,000.00	\$ 400,000.00	\$ 400,000.00	\$ 550,000.00	\$ 550,000.00
24	HUDSON OAKS MOTOR-OPERATED VALVE VAULT (Including but not limited to installation of valve, concrete vault, vent stack, ladder, access hatches, 10" FLG butterfly valve, 10" ductile iron pipe and fittings, 10" FLG coupling adapter, actuator, etc.)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 225,000.00	\$ 225,000.00	\$ 95,000.00	\$ 95,000.00	\$ 65,000.00	\$ 65,000.00	\$ 350,000.00	\$ 350,000.00
<b>Total Base Bid</b>				<b>\$</b>	<b>6,929,835.00</b>	<b>\$</b>	<b>7,689,219.00</b>	<b>\$</b>	<b>7,008,510.00</b>	<b>\$</b>	<b>6,677,615.00</b>	<b>\$</b>	<b>6,357,000.00</b>