



CITY COUNCIL MEETING APRIL 28, 2026 AGENDA

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, April 28, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE: Pastor Clark Boshier of Willow Park Baptist Church.

1. Mayor Comments: 1) Bible Verse 2) Business Recognition

To address the City Council, residents must complete a speaker form and turn it in to the City Secretary at least five (5) minutes before the start of the meeting. The Rules of Procedure state that all comments are to be limited to five (5) minutes for each speaker provided that there are no more than ten (10) speakers. If there are more than ten (10) speakers, the Mayor and/or the City Council may reduce the applicable time limits to speak to three (3) minutes. Pursuant to the Texas Open Meetings Act, the Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; (3) propose the item be placed on a future agenda (Tex. Govt. Code §551.042). Each speaker shall approach the podium or designated speaker location and state his/her name and address before speaking. Speakers shall address the City Council with civility that is conducive to appropriate public discussion. Speakers may only address the City Council and not individual officials, commission members, committee members, or employees. The public cannot speak from the gallery, but only from the podium or designated speaker location.

CONSENT AGENDA

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

2. Approval of Regular City Council Meeting Minutes: APRIL 14, 2026

REGULAR AGENDA ITEMS:

- 3. Public Hearing:** to consider approval of a request for change in rezoning from "Class II: Residential: 'R-1' Single-Family District" to "Class I: Special Purpose: 'PD/CL' Planned Development District" for the Residential Development, currently known as "Clearion", being approximate 81.706 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas,

as further identified as being a portion of Parker County Appraisal District as Property ID #106134,47776, and 62893.

OPEN PUBLIC HEARING:

CLOSE PUBLIC HEARING:

4. **Discussion/Action:** to consider an Ordinance to approve a request for change in rezoning from "Class II: Residential: 'R-1' Single-Family District" to "Class I: Special Purpose: 'PD/CL' Planned Development District" for the Residential Development, currently known as "Clearion", being approximate 81.706 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas, as further identified as being a portion of Parker County Appraisal District as Property ID #106134,47776, and 62893. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)
5. **Discussion & Action:** to consider approval of Preliminary Plat for Clearion Development. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)
6. **Public Hearing:** to consider a request for a change in zoning from a "Class II: Residential: 'R-1' Single-Family District" to a "Class III - Business: 'C' Commercial District. for the Bar-Ko Land Company LLC, the owner of all that certain 7.290 Acre tract of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas.

OPEN HEARING:

CLOSE HEARING:

7. **Discussion/Action:** to consider an Ordinance to approve a request for a change in zoning from a "Class II: Residential: 'R-1' Single-Family District" to a "Class III - Business: 'C' Commercial District. for the Bar-Ko Land Company LLC, the owner of all that certain 7.290 Acre tract of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)
8. **Public Hearing:** to consider a request for change in zoning from "Class II: Residential: 'R-1' Single-Family District" to a "Class III - Business: "LR" Local Retail District" being a .80 acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Subdivision of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 also known as 6603 East Bankhead Highway, all in Parker County, Texas further identified as being a portion of Parker County Appraisal District as Property ID#9527.

OPEN HEARING:

CLOSE HEARING

9. Discussion/Action: to consider an Ordinance approving a request for change in zoning from “Class II: Residential: ‘R-1’ Single-Family District” to a “Class III - Business: “LR” Local Retail District” being a .80 acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Subdivision of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 also known as 6603 East Bankhead Highway, all in Parker County, Texas further identified as being a portion of Parker County Appraisal District as Property ID#9527. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)

10. Public Hearing: to consider approval of a Specific Use Permit (SUP) to allow for existing pole sign to be updated to an Electronic, Informative Digital Message Sign for Trinity Christian Academy, an approximately 4.392-acre tract legally described as Lot 2 Block 1 of the Trinity Church Properties Subdivision in Parker County Appraisal District as Property ID 96818.

OPEN HEARING:

CLOSE HEARING:

11. Discussion/Action: to consider approval of a Specific Use Permit (SUP) to allow for existing pole sign to be updated to an Electronic, Informative Digital Message Sign for Trinity Christian Academy, an approximately 4.392-acre tract legally described as Lot 2 Block 1 of the Trinity Church Properties Subdivision in Parker County Appraisal District as Property ID 96818. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)

12. Discussion/Action: to consider approval of the City Limits/Extraterritorial Jurisdiction (ETJ) Map and Ordinance. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)

13. Discussion/Action:Traffic Control/Speeding Enforcement issue on Kingsgate (*Police Commander Quincy Hamilton, Public Works Director Chase McBride*)

14. Discussion/Action: to consider approval of an extension to McKnight Lease for 120 El Chico Trail, Suite B (*Interim City Manager Toni Fisher, Interim City Manager Michelle Guelker*)

15. Discussion/Action: to consider cancelling the regular City Council meeting for May 26, 2026 due to the Memorial Day Holiday (*Interim City Manager Toni Fisher, Interim City Manager Michelle Guelker*)

16. Discussion/Action: to consider approval of rate change for Republic Waste Systems (*Interim City Manager Michelle Guelker, Interim City Manager Toni Fisher*)

17. Discussion/Action: to approve a water project to loop the water line west along the southern service road of I-20 & East Bankhead Highway. (*Public Works Director Chase McBride; Interim City Manager Michelle Guelker*)

EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Subchapter D, the City Council will recess in Executive Session (closed meeting) to discuss the following:

- 18. Section 551.071, Consultation with City Attorney; City of Aledo, Texas and City of Fort Worth, Texas v. City of Willow Park, Texas, cause number: CV26-0175 in Parker County District Court, 43rd District**
- 19. Section 551.071, Consultation with Attorney; City of Willow Park v. Halff & Associates**
- 20. Section 551.074, Personnel Matters; appointment, employment, evolution, reassignment, duties, discipline or dismissal of a public officer or employee; Police Chief"**
- 21. Section 551.074, Personnel, Municipal Court Judge**
- 22. Section 551.074, Personnel, regarding work schedules**

RECONVENE INTO OPEN SESSION

In accordance with the Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

INFORMATIONAL COMMENTS

- 23. City Manager Comments: Reaction/Response to meeting**
- 24. City Council/Mayor Comments: Response/Reaction to meeting**
- 25. Items of Community Interest: Willow Spark, 4th of July Event**
- 26. Future Agenda Items requested by Mayor, City Council or City Staff**

ADJOURN

As authorized by Section 551.127, of the Texas Government Code, one or more Council Members or employees may attend this meeting remotely using video conferencing technology.

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times and was posted on the city website, and said Notice was posted on the following date and time: April 22, 2026, at/by 6:00 p.m. and remained so posted continuously for at least three (3) business days before said meeting is to convene.

Deana McMullen
City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at dmcmullen@willowpark.org. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at <http://www.willowparktx.gov/>



CITY COUNCIL MEETING APRIL 14, 2026 MINUTES

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, April 14, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the meeting to order at 6:00 pm and confirmed there was a quorum present.

PRESENT

- Mayor Teresa Palmer
- Councilmember Eric Contreras
- Councilmember Chawn Gilliland
- Councilmember Buddy Wright
- Councilmember Scott Smith
- Councilmember Nathan Crummel

Staff Present were:

Interim City Manager Toni Fisher

City Secretary Deana McMullen

City Attorney Andy Messer

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Mayor Pro Tem Nathan Crummel gave the Invocation, led the Pledge of Allegiance and the Texas Pledge given by all present.

1. Mayor Comments: 1) Bible Verse 2) Business Recognition

Mayor Palmer read aloud Bible Verse: Matthew 7:12 Do unto others as you would have them do unto you.

Mayor Palmer recognized: Local businesses in Willow Park"

New Business - Back 9 Indoor Golf and Existing Business Cibi's Italian Restaurant.
Mayor Palmer asked all of the residents to visit our local businesses.

PROCLAMATION: Mayor to present Proclamation to Alyssa Lively of Freedom House for "Sexual Assault Awareness Month for April"

PRESENTATIONS: Home Rule Charter Commission Certificate of Recognition.

Mayor Teresa Palmer presented a Proclamation to Dementria Bock of Freedom House for "Sexual Assault Awareness Month for April" after City Secretary Deana McMullen read it aloud.

Mayor Teresa Palmer presented members of the Home Rule Charter Commission Certificates of Recognition for thier service on the committee:

Gene Martin, Charles Hodge, Mary Deitrich, Carol Bracken, Daryl , Tandy Blackstock, Johnathan Stickland, David Lorenzo, Gwendolyn Galle and Michael Chandler. Mayor Palmer aslo recognized past member Dixie Smith who suffered an anuyresim in September.

PUBLIC COMMENTS (Limited to five minutes per person)

To address the City Council, residents must complete a speaker form and turn it in to the City Secretary at least five (5) minutes before the start of the meeting. The Rules of Procedure state that all comments are to be limited to five (5) minutes for each speaker provided that there are no more than ten (10) speakers. If there are more than ten (10) speakers, the Mayor and/or the City Council may reduce the applicable time limits to speak to three (3) minutes. Pursuant to the Texas Open Meetings Act, the Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; (3) propose the item be placed on a future agenda (Tex. Govt. Code §551.042). Each speaker shall approach the podium or designated speaker location and state his/her name and address before speaking. Speakers shall address the City Council with civility that is conductive to appropriate public discussion. Speakers may only address the City Council and not individual officials, commission members, committee members, or employees. The public cannot speak from the gallery, but only from the podium or designated speaker location.

Public Comments were given by:

Hillary Shepard

Vicki Sears

Michelle Duffy

Gene Martin

Christine Langston

Kay Green

Linda Wingard

Bill Green

Shannon Brown

Houston Wingard

PUBLIC HEARINGS

2. **Public Hearing for the proposed annexation of property owned by Bar-Ko Land Company LLC, to annex approximately 7.290 Acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas into the city limits and being more particularly described in Exhibit A attached and incorporated into this Agenda.**

Public Hearing for the proposed annexation of property owned by Bar-Ko Land Company LLC, to annex approximately 7.290 Acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas into the city limits and being more particularly described in Exhibit A attached and incorporated into this Agenda.

Mayor Teresa Palmer opened the public hearing at 6:44 pm for anyone wishing to speak for or against this item. There was no one to speak for or against this item.

Mayor Teresa Palmer closed the public hearing at 6:44 pm.

CONSENT AGENDA

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

3. **Approval of Regular City Council Meeting Minutes: March 24, 2026**

Motion was made to approve the council meeting minutes from March 24, 2026 as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

REGULAR AGENDA ITEMS

4. **Discussion Only: Future Parker County Transportation Bond - Presentation by Parker County Judge Pat Deen, Precinct #4 Commissioner Mike Hale, Director of Strategic Projects Bryan Grimes, and Freese and Nichols' Engineer Chris Boscoe.**

Presentation was given by Parker County Judge Pat Deen and Director of Strategic Projects Bryan Grimes, regarding a Future Parker County Transportation Bond. Judge Deen asked the City of Willow Park to partner with the County and update their Thoroughfare Plan. Mr. Grimes stated that the County has been maintaining Bankhead Highway for a number of decades, the County owns the asphalt on Bankhead Highway and believe the County owns the real estate by prescription.

There was no action taken by the City Council on this item.

5. Discussion/Action: to award a construction contract to Skyblue Utilities, Inc. for the Bankhead Utility Extension Project, Phase 2 (*Jacob & Martin Engineer Nic Kirk; Interim City Manager Michelle Guelker*)

This item was moved to be discussed following the Executive Session Items.

Mr. Nick Kirk of Jacob & Martin was present to discuss this item with City Council and explain the bid process for the Bankhead Utility Extension Project. He explained that 2 base bids were turned in by Skyblue Utilities for a total bid price of \$4,122,003.40. This was the low bid for both base bids.

Motion was made to award the construction contract to Skyblue Utilities for the Bankhead Utility Extension Project, Phase 2 as presented by Jacob & Martin.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

6. Discussion Only: Construction update on Waste Water Treatment Plant (*Public Works Director Chase McBride; Interim City Manager Michelle Guelker*)

Director of Public Works Chase McBride gave a construction update on Waste Water Treatment Plant. Mr. McBride stated that they are about 90% complete and could start up in late April or early May. It would be June/July before it would go on line as there is testing that will need to be done. Councilmember Eric Contreras asked about the deconstruction of the existing site. Mr. McBride stated that we do not have a timeline yet, but would have approximately 30 days after plant is running fully before deconstruction would begin.

No action was taken on this item.

7. Discussion/Action: to consider approval of an Ordinance annexing into the corporate limits of Willow Park of approximately 7.290 Acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas thereby extending the boundary limits, amending the official map, and providing for matters related thereto. (*City Planner Chelsea Kirkland; Interim City Manager Toni Fisher*)

Motion was made to approve Ordinance 936-26 annexing into the corporate limits of Willow Park of approximately 7.290 Acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas thereby extending the boundary limits, amending the official map, and providing for matters related thereto.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

8. Discussion/Action: regarding Presentation for City of Willow Park Rebranding Strategy, and approval to proceed. (Communications Director Rose Hoffman; Interim City Manager Toni Fisher)

Communication Director Rose Hoffman gave a presentation to the City Council to discuss a City of Willow Park Rebranding Strategy and approval to proceed.

Motion was made to table this item until the next meeting.

Motion made by Councilmember Crummel, Seconded by Councilmember Wright.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

9. Discussion/Action: to approve an Ordinance of the City of Willow Park, Texas amending the City of Willow Park Code Of Ordinances, Chapter 9 “Personnel”, Article 9.02 “Officers and Employees”, Division 2 “City Manager” amending 9.02.033 “Nature and Duties of Position”; Providing For Repeal, Savings And Severability Clauses; And Providing For An Effective Date of This Ordinance. (Councilmember Chawn Gilliland; Mayor Teresa Palmer)

Motion was made to approve Ordinance 937-26 amending the City of Willow Park Code of Ordinances, Chapter 9, "Personnel", Article 9.02 "Officers and Employees", Division 2 "City Manager" amending 9.02.033 "Nature and Duies of Position", Providing for Repeal, Savings and Severability Clauses; and providing for an effective date of this ordinance.

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Smith

Voting Nay: Councilmember Wright, Councilmember Crummel

10. Discussion/Action: to approve a Disannexation Ordinance addressing a Scrivner's Error regarding 2,603 sq. ft. right-of-way. (Interim City Manager Toni Fisher; City Attorney Andy Messer/Andy Sims)

Motion was made to approve a Disannexation Ordinance 938-206 addressing a Scrivner's error regarding 2,603 sq. ft. right-of-way as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Subchapter D, the City Council will recess in Executive Session (closed meeting) to discuss the following:

Mayor Teresa Palmer adjourned the regular session of the Willow Park City Council into Executive Session at 7:22 pm. to discuss the items listed on the Agenda for Executive Session.

Those present during the Executive Session were Mayor Teresa Palmer, Mayor Pro Tem Nathan Crummel, Councilmember Eric Contreras, Councilmember Chawn Gilliland, Councilmember Buddy Wright, Councilmember Scott Smith, City Attorney Andy Messer and Interim City Manager Toni Fisher.

- 11. Section 551.071, Consultation with City Attorney; City of Aledo, Texas and City of Fort Worth, Texas v. City of Willow Park, Texas, cause number: CV26-0175 in Parker County District Court, 43rd District**
- 12. Section 551.071, Consultation with City Attorney; regarding Police Investigation**
- 13. Section 551.071, Consultation with Attorney; City of Willow Park v. Halff & Associates**
- 14. Section 551.071, Consultation with Attorney; renewal of contract with Trinity Christian Academy for SRO Officer**
- 15. Section 551.074, Personnel Matters; City Manager selection process**
- 16. Section 551.074, Personnel Matters; Municipal Court Judge**

RECONVENE INTO OPEN SESSION

In accordance with the Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Mayor Teresa Palmer reconvened the Regular session back to order at 9:54 pm

Mayor Palmer asked if there was any action on the items discussed in Executive Session.

There was no action taken on any item discussed in Executive Session.

INFORMATIONAL COMMENTS

17. City Manager Comments - Response/Reaction to meeting - Thank You; Staff Responsibilities

Interim City Manager Toni Fisher wanted to say Thank you to the staff who also help orchestrate the Home Rule Charter Committee, Communications officer Rose Hoffman and City Secretary Deana McMullen and City Attorney Fritz Quast making sure everything got posted in timely manners and answered any questions involved and who also attended some of the meetings and keeping everything legal. Thank you to all of our staff. I still stand behind them in saying we have the most Phenomonal Team and I am honored to work with all of you.

I want to bring up one more thing. Staff has responsibilities to follow the laws and the city ordinances and should not be criticized or be called crooked because they do. We

follow Ordinances, the CIP, Comp Plans, Zoning laws and do the very best we can. So please remember when things are said out there that we are people too and we also have feelings. Thank you.

18. City Council/Mayor Comments - Response Reaction to meeting

Mayor Teresa Palmer echoed the same sentiments that Interim City Manager Toni Fisher has spoken, stating that We all do the best we can and that we should ignore the comments on Social Media.

There were no additional comments from the Councilmembers.

19. Items of Community Interest: Save the date - July 4, 2026 @ The District of Willow Park, More details coming soon!

Remnder to Save the Date - July 4, 2026 at the District of Willow Park Celebration.

We now have a name for the event - Willow Spark. Stay Tuned!

20. Future Agenda Items requested by Mayor, City Council or City Staff

Councilmember Contreras asked about a possible Special meeting as there has been a lot of chatter regarding the Election Signs that are currently out. It was suggested that staff research the sign issue and let Council know and then they would decide if there is a need for a Special meeting.

ADJOURN

With there being nothing further to discuss or consider Mayor Teresa Palmer asked for a motion to adjourn the meeting.

Motion was made to adjourn this meeting at 10:15 pm.

Motion made by Councilmember Crummel, Seconded by Councilmember Wright.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor – Teresa Palmer

Date

City Secretary-Deana McMullen



Notice of Public Hearing **SCRIVNER'S ERROR**

Public Hearing: to consider approval of a request for change in rezoning from “Class II: Residential: ‘R-1’ Single-Family District” to “Class I: Special Purpose: ‘PD/CL’ Planned Development District” for the Residential Development also known as Clearion, being approximate 81.706 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas, as further identified as being a portion of Parker County Appraisal District as Property ID #106134,47776, and 62893.

Planning and Zoning Meeting: Tuesday, April 21st, 2026
Time: 6:00 PM

City Council Meeting: Tuesday, April 28th, 2026
Time: 6:00 PM

Location: Willow Park City Hall
120 El Chico Trail, Ste A
Willow Park, TX 76087

Any member of the public has the right to appear at the Public Hearing. Please contact the Planning & Development Department at 817-441-7108 x100 or ckirkland@willowpark.org with any questions.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 28 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Mgr.
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AGENDA ITEM:

Discussion & Action: to consider approval of a request for change in rezoning from “Class II: Residential: ‘R-1’ Single-Family District” to “Class I: Special Purpose: ‘PD/CL’ Planned Development District” for the Residential Development also known as Clearion, being approximate 81.706 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas, as further identified as being a portion of Parker County Appraisal District as Property ID #106134,47776, and 62893.

BACKGROUND:

Mayor and Council, the recently annexed residential subdivision known as Clearion, has requested a zoning change from a R-1 to a PD-CL. This request is to allow a coordinated residential subdivision layout with integrated open spaces, park dedication, and modified development standards tailored to the site conditions. The developer has provided a comparison sheet of side-by-side base R-5 zoning to the proposed PD modified lot standards and is here with a presentation.

Planning and Zoning Commission passed this item unanimously 4-0

Staff have reviewed this request and recommend its approval.

EXHIBITS:

- Comparison Spreadsheet
- Clearion PD
- Presentation

RECOMMENDED MOTION:

Motion to approve planned development for Clearion subdivision, as presented.

Clearion P.D. Lot Types & R-5 Dimensional Standards Comparison

Cottage Homesite & R-5 Dimensions

	Clearion PD	R-5 Zoning
Min. Lot Width:	40'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Depth:	125'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Area:	5,000 SF	9,000 SF
Front Yard:	20'	25'
Rear Yard:	10'	10'
Side Yard:	5'	10'
Max. Lot Coverage:	65%	45%
Min. Dwelling Unit:	1,800 SF	50% 1,700, 50% 2,000
Max Height:	2.5-story, 36'	2-story, 30'

Executive Homesite & R-5 Dimensions

	Clearion PD	R-5 Zoning
Min. Lot Width:	50'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Depth:	120'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Area:	6,000 SF	9,000 SF
Front Yard:	20'	25'
Rear Yard:	10'	10'
Side Yard:	5'	10'
Max. Lot Coverage:	65%	45%
Min. Dwelling Unit:	1,850 SF	50% 1,700, 50% 2,000
Max Height:	2.5-story, 36'	2-story, 30'

Estate Homesite & R-5 Dimensions

	Clearion PD	R-5 Zoning
Min. Lot Width:	60'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Depth:	120'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Area:	7,200 SF	9,000 SF
Front Yard:	20'	25'
Rear Yard:	10'	10'
Side Yard:	5'	10'
Max. Lot Coverage:	65%	45%
Min. Dwelling Unit:	2,000 SF	50% 1,700, 50% 2,000
Max Height:	2.5-story, 36'	2-story, 30'

Signature Homesite & R-5 Dimensions

	Clearion PD	R-5 Zoning
Min. Lot Width:	80'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Depth:	125'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Area:	10,000 SF	9,000 SF
Front Yard:	20'	25'
Rear Yard:	10'	10'
Side Yard:	5'	10'
Max. Lot Coverage:	65%	45%
Min. Dwelling Unit:	2,000 SF	50% 1,700, 50% 2,000
Max Height:	2.5-story, 36'	2-story, 30'

Luxury Homesite & R-5 Dimensions

	Clearion PD	R-5 Zoning
Min. Lot Width:	120'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Depth:	165'	<i>N/A (9,000SF Lot Area)</i>
Min. Lot Area:	19,800	9,000 SF
Front Yard:	25'	25'
Rear Yard:	20'	10'
Side Yard:	10'	10'
Max. Lot Coverage:	65%	45%
Min. Dwelling Unit:	2,200 SF	50% 1,700, 50% 2,000
Max Height:	2.5-story, 36'	2-story, 30'

CLEARION

PLANNED DEVELOPMENT STANDARDS

All zoning regulations, standards, uses, requirements, and processes for the R-5 Single Family Medium Density District of the City of Willow Park Zoning Ordinance, as exists or may be amended, shall apply to the Property except as specified herein. The Property shall generally conform to the Conceptual Plan. Amendments to the Conceptual Plan are permitted in accordance with the Clearion Development Agreement. Any capitalized terms herein shall adhere to the definitions established within the Clearion Development Agreement, unless defined hereafter. In the event of a conflict between the Conceptual Plan and the Development Standards, the Development Standards shall control. In the event of a conflict between the Conceptual Plan and the City's Base Zoning Ordinance, the Conceptual Plan shall control. No further Conceptual Plan or development plan shall be required to be approved for the development of the Property, and the Conceptual Plan shall satisfy all requirements under the City's Zoning Ordinance to submit a development plan or Conceptual Plan.

Development Regulations

- I. Permitted Uses, Density:** All uses permitted for the R-5 Single-Family Medium Density District of the Zoning Ordinance shall be permitted. The maximum lot count is two hundred forty-one (241). The maximum Cottage Homesites shall be sixty-nine (69), the maximum Executive Homesites shall be sixty-seven (67), the maximum Estate Homesites shall be sixty-seven (67), the maximum Signature Homesites shall be twenty (20), and the maximum Luxury Homesites shall be eighteen (18).
- II. Dimensional Requirements:** The Clearion Planned Development District permits five (5) single-family residential detached lot types; Cottage Homesites, Executive Homesites, Estate Homesites, Signature Homesites, and Luxury Homesites with the regulating Dimensional Requirements as defined below:
- a. Cottage Homesite Dimensional Standards:**
1. Min. lot width (feet): 40'*
 2. Min. lot depth (feet): 120
 3. Min. lot area (SF): 5,000 SF
 4. Front yard (feet): 20'**
 5. Rear yard (feet): 10'
 6. Side yard interior (feet): 5'
 7. Corner side yard – adjacent to street (feet): 10'
 8. Max. lot coverage (%): 65%
 9. Min. dwelling unit size (SF): 1,800 SF
 10. Max. height (feet/stories): 36', 2.5
- b. Executive Homesite Dimensional Standards:**
1. Min. lot width (feet) 50'*
 2. Min. lot depth (feet): 120'***
 3. Min. lot area (SF): 6,000 SF
 4. Front yard (feet): 20'**

5. Rear yard (feet): 10'
6. Side yard interior (feet): 5'
7. Corner side yard – adjacent to street (feet): 10'
8. Max. lot coverage (%): 65%
9. Min. dwelling unit size (SF): 1,850 SF
10. Max. height (feet/stories): 36', 2.5

c. Estate Homesite Dimensional Standards:

1. Min. lot width (feet) 60'*
2. Min. lot depth (feet): 120'
3. Min. lot area (SF): 7,200 SF
4. Front yard (feet): 20'***
5. Rear yard (feet): 10'
6. Side yard interior (feet): 5'
7. Corner side yard – adjacent to street (feet): 10'
8. Max. lot coverage (%): 65%
9. Min. dwelling unit size (SF): 2,000 SF
10. Max. height (feet/stories): 36', 2.5

d. Signature Homesite Dimensional Standards:

1. Min. lot width (feet) 80'*
2. Min. lot depth (feet): 125'
3. Min. lot area (SF): 10,000 SF
4. Front yard (feet): 20'***
5. Rear yard (feet): 10'
6. Side yard interior (feet): 5'
7. Corner side yard – adjacent to street (feet): 10'
8. Max. lot coverage (%): 65%
9. Min. dwelling unit size (SF): 2,000 SF
10. Max. height (feet/stories): 36', 2.5

e. Luxury Homesite Dimensional Standards:

1. Min. lot width (feet) 120'*
2. Min. lot depth (feet): 165'
3. Min. lot area (SF): 19,800 SF
4. Front yard (feet): 25'***
5. Rear yard (feet): 20'
6. Side yard interior (feet): 10'
7. Corner side yard – adjacent to street (feet): 10'
8. Max. lot coverage (%): 65%
9. Min. dwelling unit size (SF): 2,200 SF
10. Max. height (feet/stories): 36', 2.5

*Lot width to be measured along the arc at build line along curves, knuckles, and cul-de-sacs.

** Porches may encroach upon the front yard setback a maximum of 5'.

***The lot depth for lots 17, 18, 19, 20, and 21 along the curve of the southernmost east/west street may be reduced to a minimum of 100' as shown on Exhibit A.

III. Architectural Standards: The following shall be incorporated for all residential lot types:

a. Exterior Materials:

1. Minimum of 85% overall masonry (exclusive of openings, insets, protrusions or areas under covered porches).
2. For the purposes of this ordinance, the masonry requirement shall be limited to full-width brick, natural stone, and cast stone. Cementitious fiberboard (e.g. *HardiBoard* or *Hardy Plank*) in a horizontal lap-siding, *board-and-batten* siding, or a decorative pattern (see examples below) may be used for up to 50.00% of the masonry requirement; however, a Specific Use Permit (SUP) may be requested for housing plans that utilize cementitious fiberboard in excess of 50.00% of the masonry requirement.

FIGURE 1: EXAMPLES OF CEMENTITIOUS FIBERBOARD



b. Architectural Elements: Each building shall include at least four of the following architectural elements:

1. Awnings/canopies;
2. Balconies (a minimum of 25 square feet in size);
3. Dormers;
4. Offsets within each building (a minimum 5 feet to receive credit);
5. Patio (a minimum of 25 square feet in size);
6. Porches (a minimum of 25 feet in size);
7. Stoops (a minimum of 2 feet tall by 4 feet wide);
8. Varied roof height in building (a minimum 10-foot difference);
9. Sconce lighting;
10. Decorative banding or molding;
11. Decorative overhangs;
12. Front porch columns;
13. Bay windows; and
14. Shutters.

c. Roof Pitch/Material:

1. Minimum of 6:12 roof pitch, excluding porches, patios and dormers unless approved by the Architectural Control Committee (“ACC”) of the HOA. No

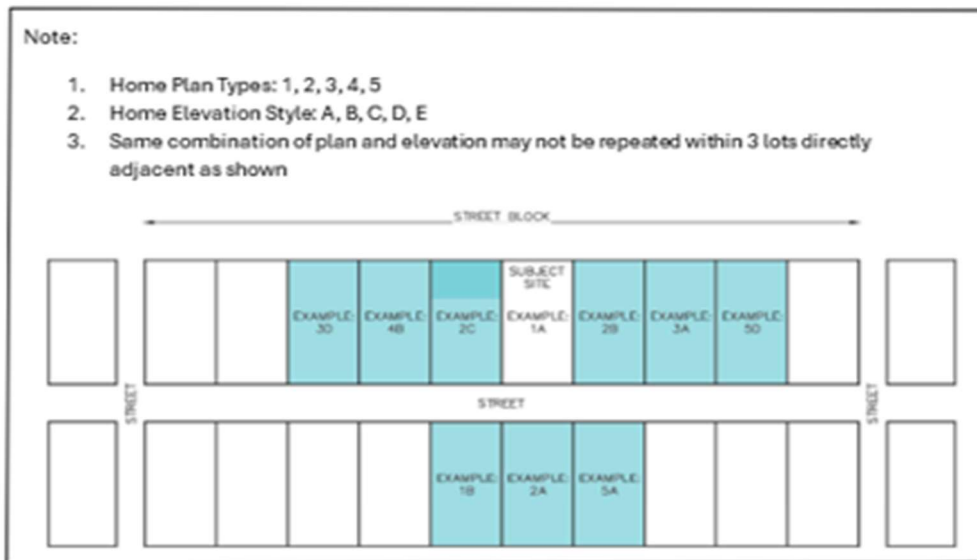
minimum overhang shall be required, when utilized, overhangs can project a maximum of 4' upon the front setback.

- 2. Minimum 30-year architectural style shingles, complimentary to home color palate and approved by ACC.

d. Repetition of Building Form:

- 1. For Cottage, Estate, and Executive Homesites the same combination of (i) house plan, plus (ii) elevation shall not be repeated within three (3) lots on the same side of the street nor within three (3) lots on the opposite sides of the street, as illustrated in Figure 1.
- 2. For the purposes of this section, homes are considered to have a differing appearance/elevation if at least three of the following items are different from the other elevations to which they are being compared:
 - A. number of stories;
 - B. material color;
 - C. roof type and layout;
 - D. articulation of the front façade;
 - E. brick pattern; or
 - F. at least two architectural elements that differentiate the façade, which may include, but are not limited to:
 - i. porch (protruding, recessed, or no porch);
 - ii. decorative door or window frames;
 - iii. bay windows;
 - iv. dormers; or
 - v. balcony (full size or Juliette).

Figure 1

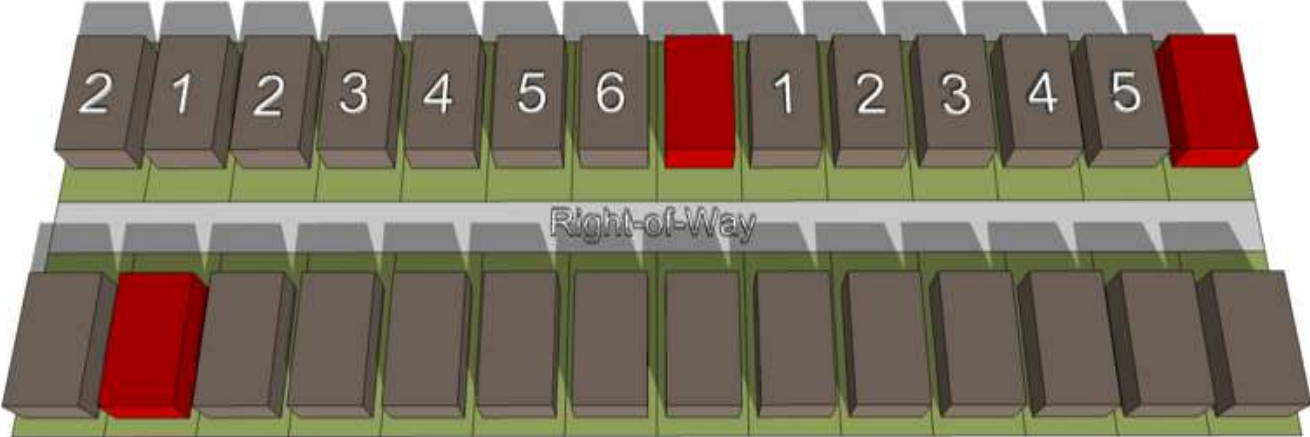


- 3. For Signature and Luxury Homesites:
 - A. Identical brick blends or paint colors may not occur on adjacent (side-by-side) properties along any block face without at least five (5) intervening homes of differing materials on the same side of the street beginning with the adjacent property and six (6) intervening homes of differing materials on the opposite side of the street.
 - B. Front building elevations shall not repeat along any block face without at least five (5) intervening homes of differing appearance on the same side of the street and six (6) intervening homes of differing appearance on the opposite side of the street.
 - C. Permitted encroachment (i.e. porches and sunroom) elevations shall not repeat or be the same along any block face without at least five (5) intervening homes of sufficient dissimilarity on the same side of the street beginning with the home adjacent to the subject property and six (6) intervening homes beginning with the home on the opposite side of the street, as illustrated in Figure 2.

- 4. Homes are considered to have a differing appearance if any of the following two (2) items deviate:
 - A. Number of Stories
 - B. Permitted Encroachment Type and Layout
 - C. Roof Type and Layout
 - D. Articulation of the Front Façade

Figure 2

PROPERTIES LINE UP ON THE OPPOSITE SIDE OF THE STREET. WHERE RED IS THE SUBJECT PROPERTY.



5. The building official shall have discretion to approve minor variations in the requirements of this section, so long as those variations are consistent with the overall intent of this section. The following process shall be used to approve a front building elevation plan for master elevation approval for the community:
 - A. The applicant shall submit a dimensioned rendering of the front building elevation to the building official.
 - B. The building official shall determine the elevation plan's compliance with this section for use of the elevation to be built within the community.
 - C. The applicant shall prepare and submit construction plans and one of the elevation plans from the approved master elevation set to the building official, who shall process the plans in accordance with city ordinances and policies.
 - D. The master elevation plan approval shall remain in effect until the completion of all construction has been completed within the community.
 - E. Construction plans shall be consistent with the approved elevation plan. If construction plans are inconsistent, consistent plans shall be submitted, or a new elevation plan must be approved for the construction plans under the criteria of this section.

e. Garages: All homes will include at minimum a two (2) car garage. Front entrance garages are permitted.

f. Driveways: Minimum 20' garage setback for all Homesites, driveway width must accommodate two (2) vehicles parked side by side with a minimum driveway approach of 14' wide and an approach radius of 8'.

IV. Special Design Guidelines: The following items shall be implemented as part of the Clearion Planned Development District:

a. Homeowner's Association ("HOA") – An HOA will be established for Clearion and shall maintain all common areas and common area amenities.

b. Portable Trailers: Portable trailers may be used as construction or sales offices located within a new sub-development subject to the following provisions:

1. No more than one (1) sales trailer per builder in the subdivision.
2. Trailer must be located at least one hundred fifty (150) feet from any occupied residence prior to placement of trailer.

c. Amenity Provisions:

1. The development will provide approximately 6,000 linear feet of 10' concrete trail on site and throughout the Park Dedication Area, with a meander dirt bike path adjacent throughout the Park Dedication Area, as shown on Exhibit B of the Clearion Development Standards. As part of the the landscape plan design

and review process, Developer will seek city staff input on the trail and dirt bike path connectivity to adjacent properties where practically feasible.

2. A minimum of ten (10) concrete parking stalls to be constructed by Developer along the southwest cul-de-sac adjacent to the Park Dedication Land, or other location as mutually agreeable between the Developer and the City.
3. A permanent restroom facility shall be constructed by the Developer within a relative proximity to the parking stalls.

d. Landscape, Irrigation, and Tree Planting:

1. Residential, perimeter walls, parkways, right-of-way, parks, and amenity areas shall be provided with vertical landscaping and irrigation systems. A detailed landscape plan will be submitted with the construction plans.
2. The portion of the J.D. Towles collector located within the boundary of the property will be required to have street trees. The street trees along J.D. Towles shall be installed by the builder(s) at the time of home construction to eliminate conflicts with future driveways.
3. Landscaping along right-of-way, perimeter screening adjacent to landscape buffers, and onsite open space amenity areas shall be maintained by the HOA where applicable.
4. All single-family lots, with the exception of Cottage Lots, shall contain a minimum of two (2) shade trees per dwelling, spaced appropriately, in the front yard or along the parkway. The Cottage Lots shall contain a minimum of one (1) shade tree per dwelling. At least 5% of the front yard shall be landscaped with ornamental grasses, flora, shrubs, bushes, and/or trees.
5. Street trees along J.D. Towles shall be at least four inches (4") in diameter. Street trees along all other roadways shall be at least six feet (6') in height and three-inch (3") in diameter.

e. Screening: Screening for the Clearion Planned Development District shall be in conformance with Exhibit C of the Clearion Development Standards.

f. Parkland Dedication: Approximately 16.5 acres on the westernmost portion of the property shall be dedicated to the City as detailed in the Agreement.

g. City Sewer/Affluent Easement: At the time of construction plan design, Developer will coordinate with City staff to determine the best location to include an affluent and sewer easement that will be dedicated to the City.

h. Signage: Street signage shall be complimentary to the surrounding environment. Clearion branding design elements and/or Willow Park City logos are permitted on public street signs once determined by staff to be in conformance with the City's Street sign regulations. Proposed signage design will be included as part of the Civil Plan submittal.

i. Emergency Access Drive: The street connection to Royal View Drive shall be a controlled entry with gated access restricted to emergency personnel only. This

access point shall not be used as an ingress or egress for the residents of Clearion at any time and the gate shall remain closed except in the case of emergency.

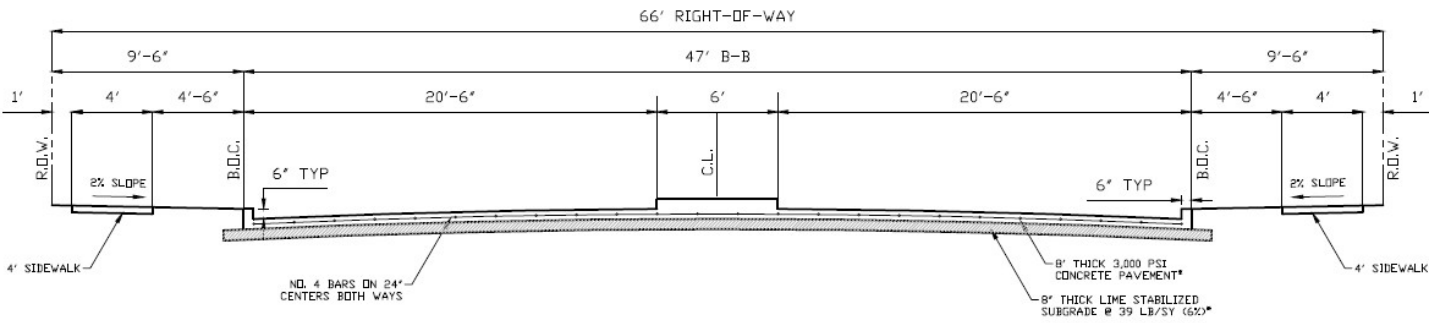
- j. Street System Connectivity, Adjacency Standards:** Other than as reflected on the Conceptual Plan, connectivity to already dedicated street systems in adjacent subdivisions shall not be required. Specifically, the Verde Road stub out to the Property shall not be required to continue into the Property and shall remain a dead-end street with Clearion private lots permitted to be platted and constructed immediately adjacent to the Verde Road dedication area, as shown on the Conceptual Plan.
- k. Lighting:** Decorative Street lighting shall be incorporated where applicable, fixtures shall be directed downward and be positioned to contain all light within the area of the property. Representative examples shown below are subject to final design.



- l. Traffic Impact Analysis:** A Traffic Impact Analysis (T.I.A.) shall be conducted and submitted to the City at the time of Final Plat and reviewed concurrently with the Civil Plans.
- m. Enhanced Entryway:** The southern J.D. Towles entrance to the development shall include a divided median for visual distinction and traffic calming purposes.
- n. J.D. Towles Bike Lane:** The development shall include a bike lane throughout the portion of the J.D. Towles collector constructed by Developer within the boundary of the Property. No vehicle parking shall be permitted in the bike lane.
- o. Entryway Monumentation:** At a minimum, the development shall include entry monumentation at the access point at Crown Road and where J.D. Towles enters the Property to the south, in line with the representative depiction below:



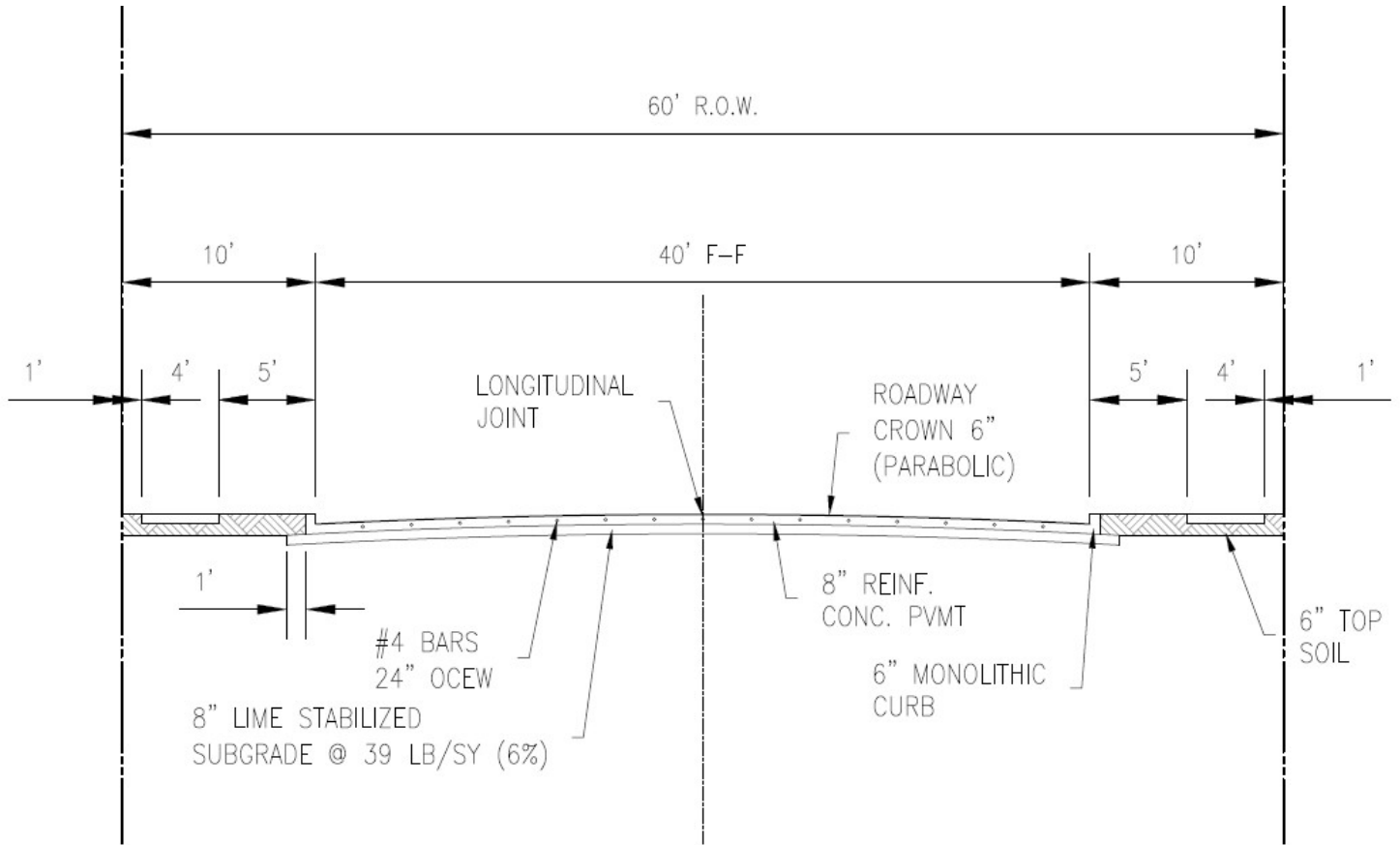
- p. Plats and/or site plans submitted for the development of the Property shall substantially conform to the data presented and approved on the Conceptual Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Plan, and/or phasing of the property, may be authorized by the City Manager or their designee, at the time of final plat approval, without a public hearing.
- q. **J.D. Towles Entryway Divided Street Section Standards:** The southern J.D. Towles entryway connection shall be designed in general conformity with the dimensional cross section of the street patterned depicted below. Monument signage that does not visually obstruct vehicular and pedestrian traffic may be located within the median. Any signage and all landscaping installed within the median area shall be considered common area open space to be maintained by the H.O.A.



PARABOLIC STREET SECTION (DIVIDED J.D. TOWLES)
NTS

• NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.

r. J.D. Towles 40' Pavement Section (6' bike lanes to be included along both sides):



40' PAVEMENT SECTION
FACE TO FACE (NORMAL)

**EXHIBIT A TO CLEARION DEVELOPMENT STANDARDS
CLEARION CONCEPTUAL PLAN**

**Cottage
Homesites**

**Executive
Homesites**

**Estate
Homesites**

**Signature
Homesites**

**Luxury
Homesites**



EXHIBIT B TO CLEARION DEVELOPMENT STANDARDS OPEN SPACE, PARKLAND, AND TRAIL CONCEPTUAL PLAN

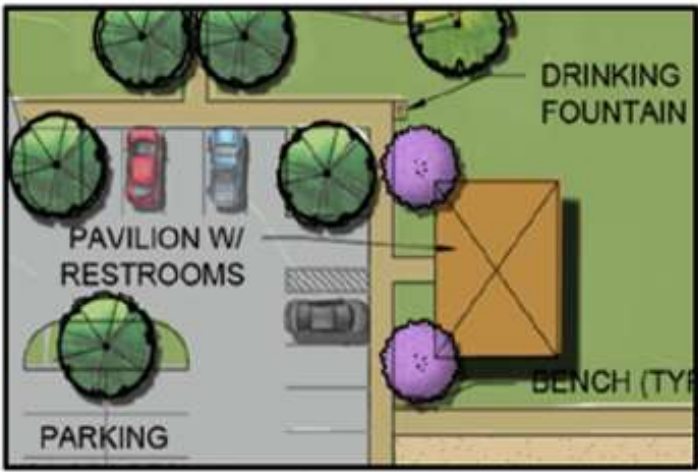


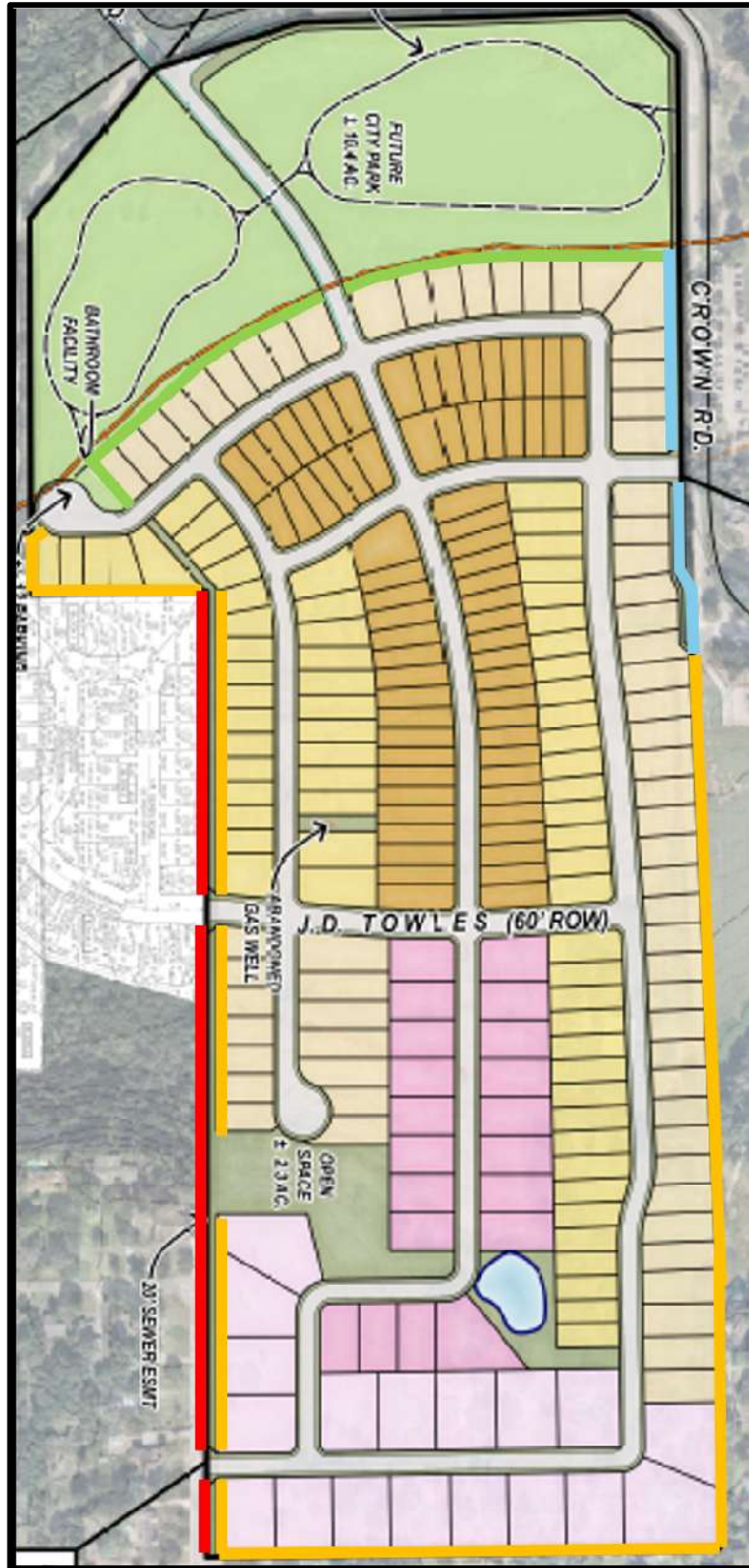
EXHIBIT C TO CLEARION DEVELOPMENT STANDARDS PERIMETER SCREENING CONCEPTUAL PLAN

6' Board-on-Board
Wood Fence

6' Decorative
Metal Fence

6' Masonry
Screening Wall

4' Decorative
Metal Fence





CLEARION

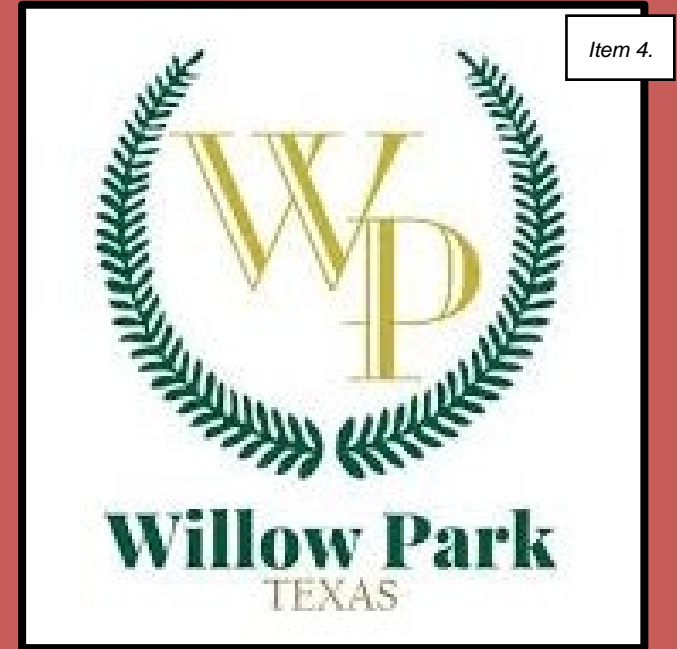
Proposed Master-Planned Community

Lower Density, Higher Quality Residential Development

Planning & Zoning Commission

Willow Park, Texas

April 21, 2026



Contents

- **Skorburg Company Background**
- **Subject Property Location & Comp Plan**
- **Site Plan, Density & Design**
- **Community Infrastructure & Mobility**
- **Representative New Home Product**
- **Key PD Zoning Enhancements**
- **Summary of Project Elements**

ABOUT SKORBURG COMPANY

140
COMPLETED PROJECTS

7,000+
LOTS DEVELOPED

28
ACTIVE PROJECTS

33
DFW MUNICIPALITIES

Skorburg Company is a well-established, privately owned residential development firm located in the Dallas-Fort Worth area. With over 40 years of experience and visionary leadership, the company has become a trusted leader in creating sustainable, high-quality single-family neighborhoods.

Skorburg Affiliated Representative Project

Quail Hollow Rockwall, Texas

Item 4.

Location: Southwest Corner of John King Blvd & E Quail Run Rd

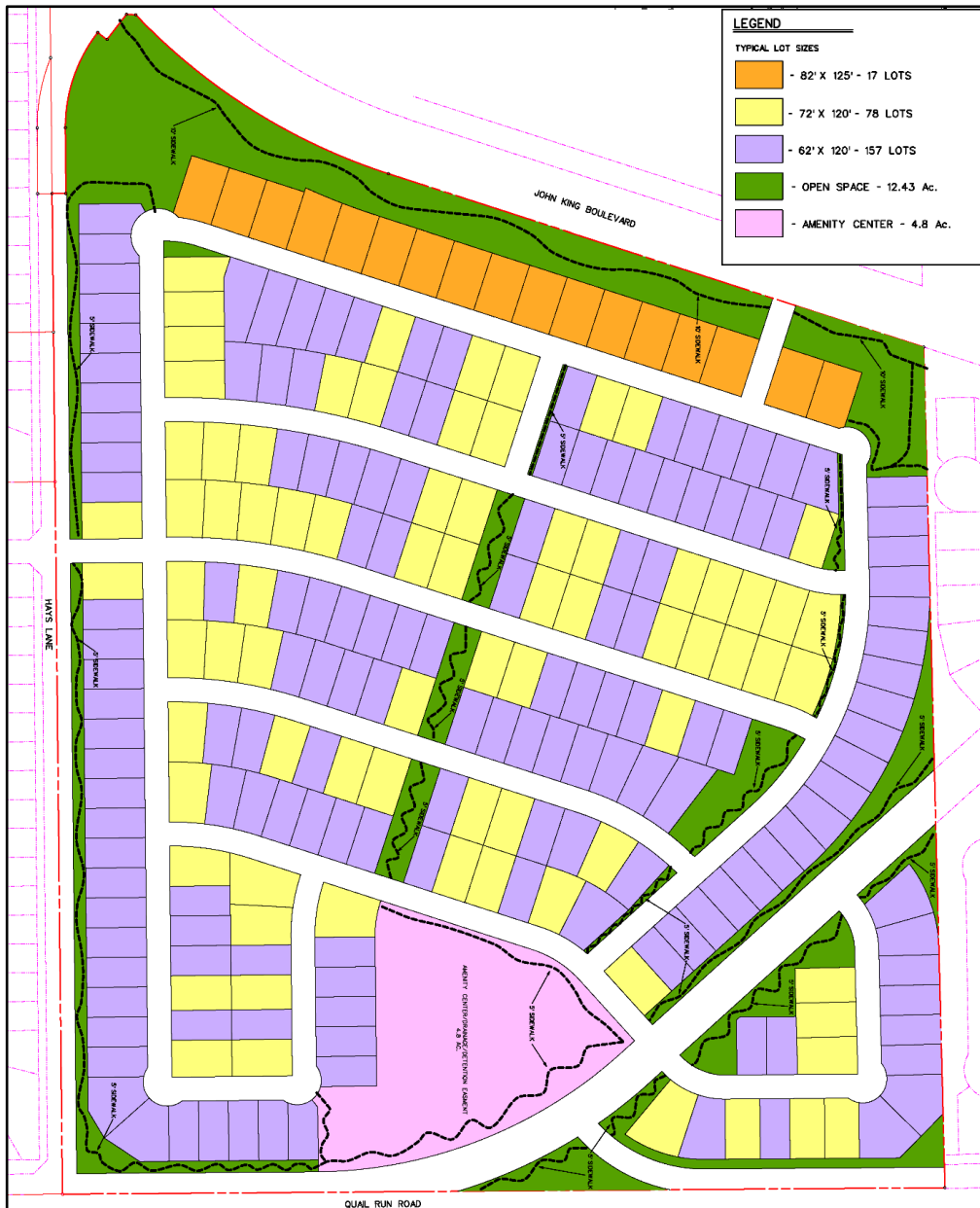
Size: +/- 85.63 Acres

Zoning: 250 Total Lots
82' x 125'
72' x 120'
62' x 120'

Builders: Windsor Homes
Shaddock Homes
Highland Homes

Home Prices: \$650k - \$950k

Status: Phase 1 – Sold Out
Phase 2 – Homes for Sale



Skorburg Affiliated Representative Project

Northshore Lakewood Village, Texas

Item 4.



Location: South side of Eldorado Pkwy
East of Garza Ln

Size: +/- 57.82 Acres

Zoning: 120 Total Lots
80' x 120'
100' x 150'

Builders: David Weekley Homes

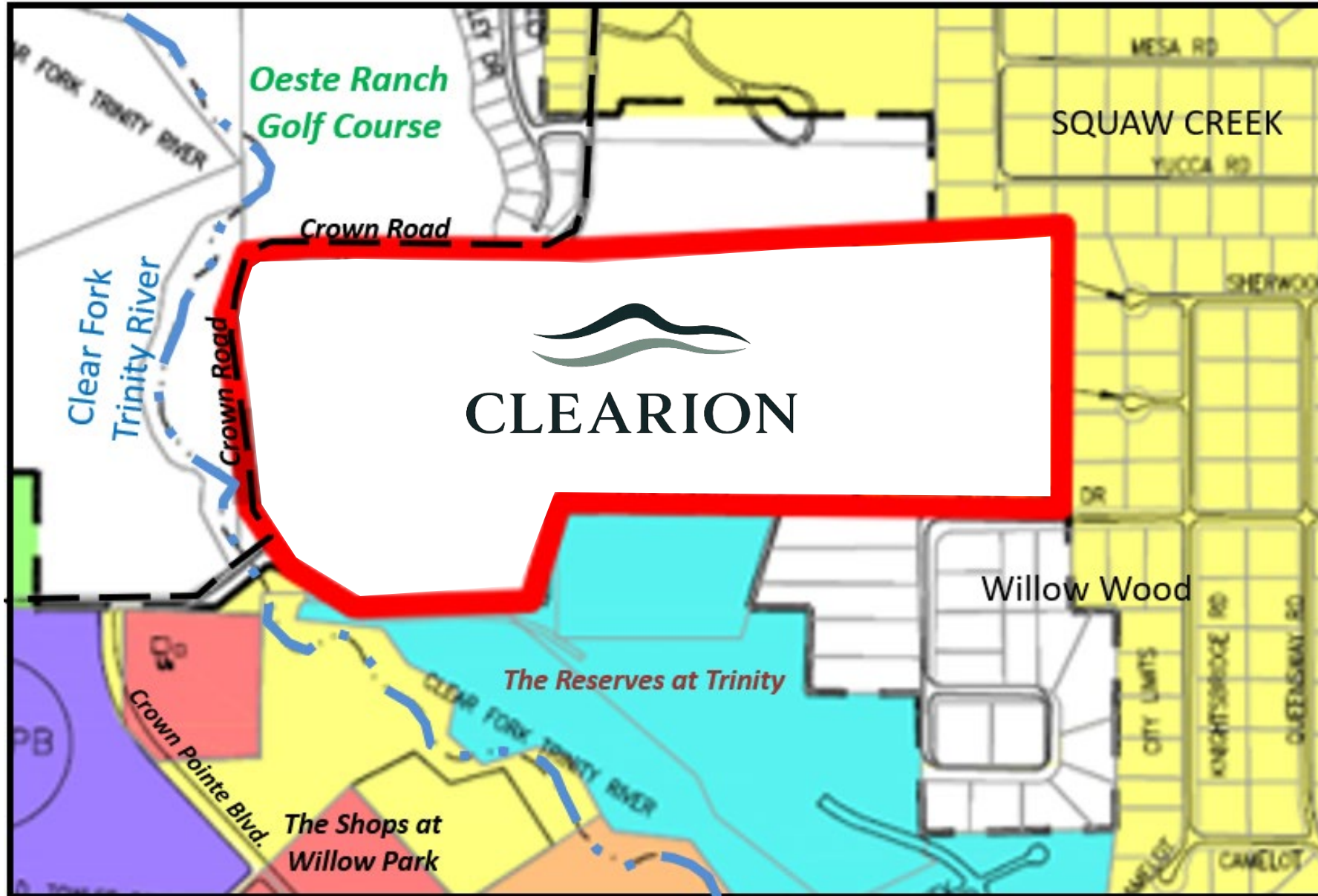
Home Prices: \$775k - \$1.2m+

Status: Phase 1 – Currently Selling Homes
Phase 2 – Currently Selling Homes



Subject Property & Land Use Context

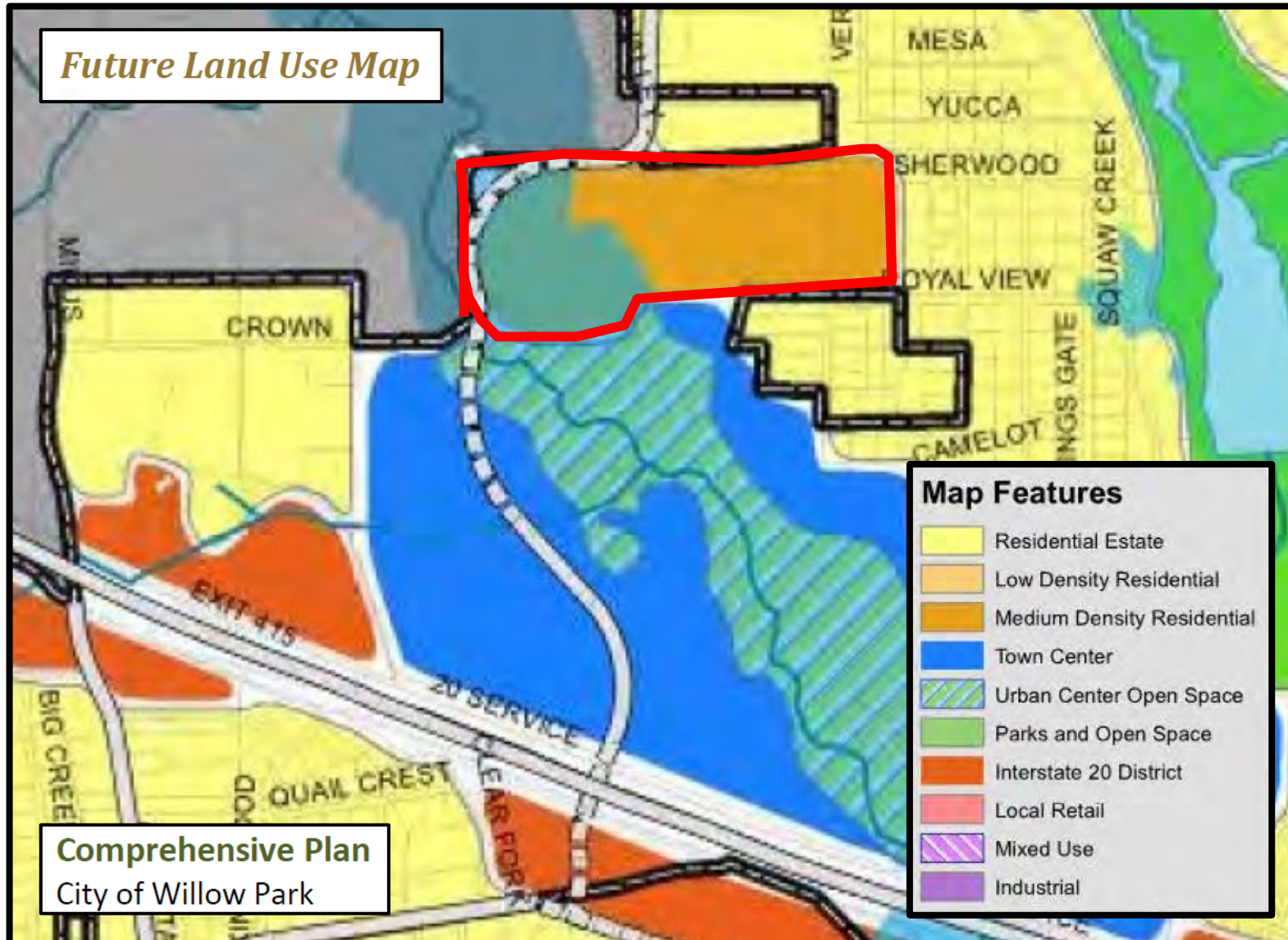
Subject Property Location



Comprehensive Land Use Plan

Medium Density Residential Item 4.

➤ Subject Property Designated as Medium Density Residential in the Comprehensive Plan



- Property is classified as “*Medium Density Residential*” in the Comprehensive Plan. (4-6 units per acre)
- Clearion is under the density prescribed for this category and conforms with the appropriate housing types through the diverse lot-mix, offering a variety of high-quality homes.

Medium Density Residential

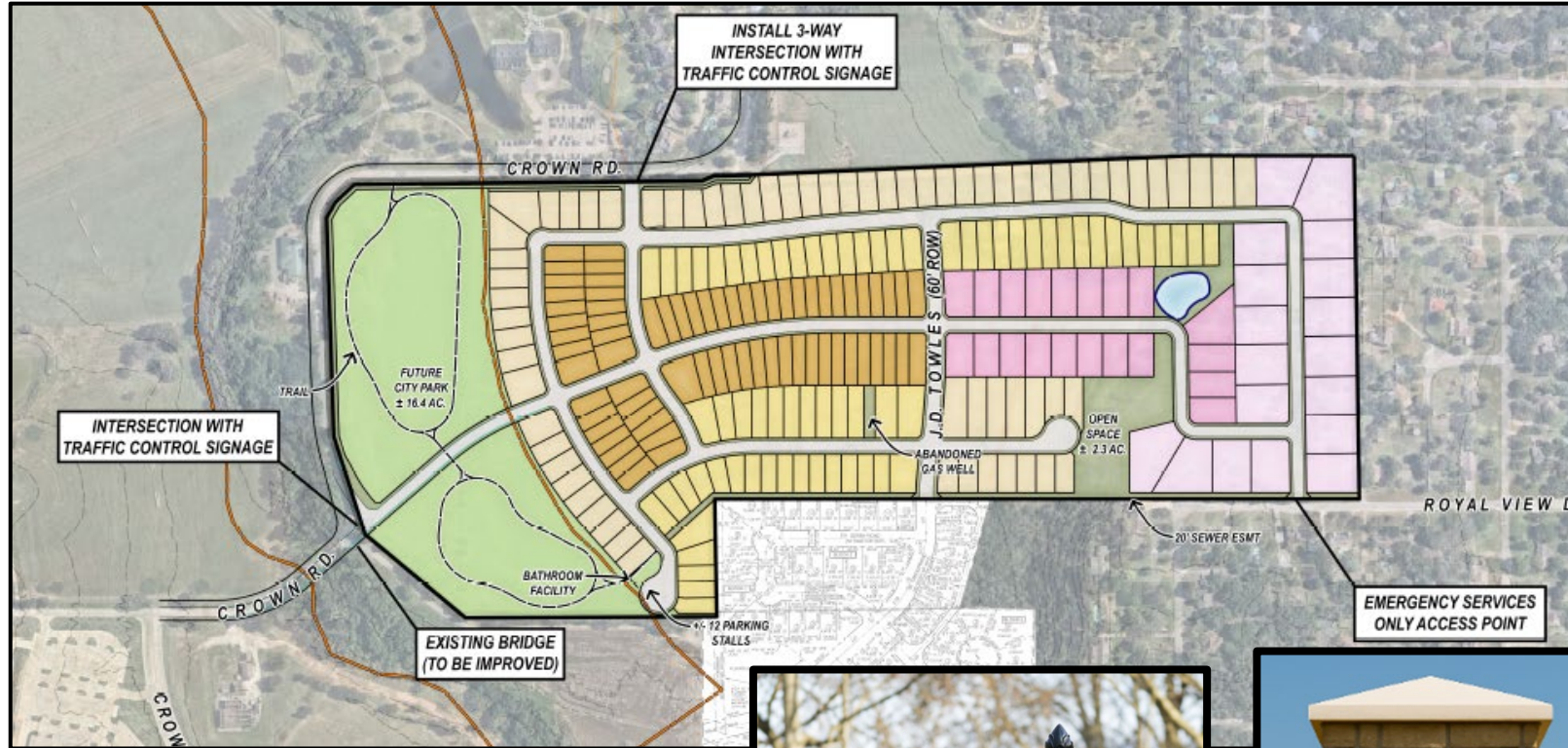
Medium density residential is indicative of single-family residential structures at densities of four to six dwelling units per acre. Medium density residential is not reflective of townhomes, duplexes and other single-family attached housing types. Appropriate housing prototypes within this district would include patio homes, garden homes and other high-quality single-family homes. Medium density options will generally have minimal yard area to reduce upkeep and should utilize rear-entry garages, when possible. Medium density residential will be located near Interstate 20 and the Town Center.

Site Plan, Density & Design Overview

Lot-Mix and Development Standards

Site Plan Overview

Item 4.



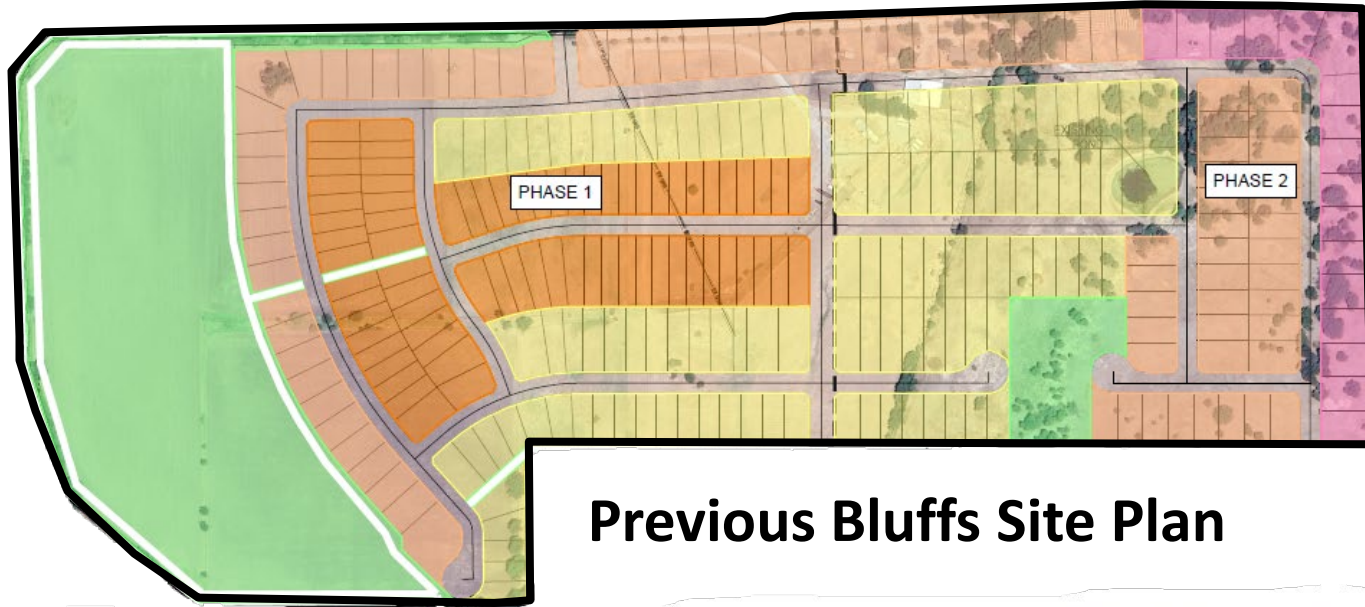
- **Size:**
 - +/- 82.4 AC Gross
 - +/- 21 AC of Open Space (>25%)

Cottage Homesites	Min. 5,000 SF	69
Executive Homesites	Min. 6,000 SF	67
Estate Homesites	Min. 7,200 SF	67
Signature Homesites	Min. 10,400 SF	20
Luxury Homesites	Min. 19,800 SF	18
TOTAL		241

- **Density:** 2.9 Units Per Acre (Gross)
3.9 Units Per Acre (Net)
 - Conforming/under the 4-6 Medium Density Residential Classification



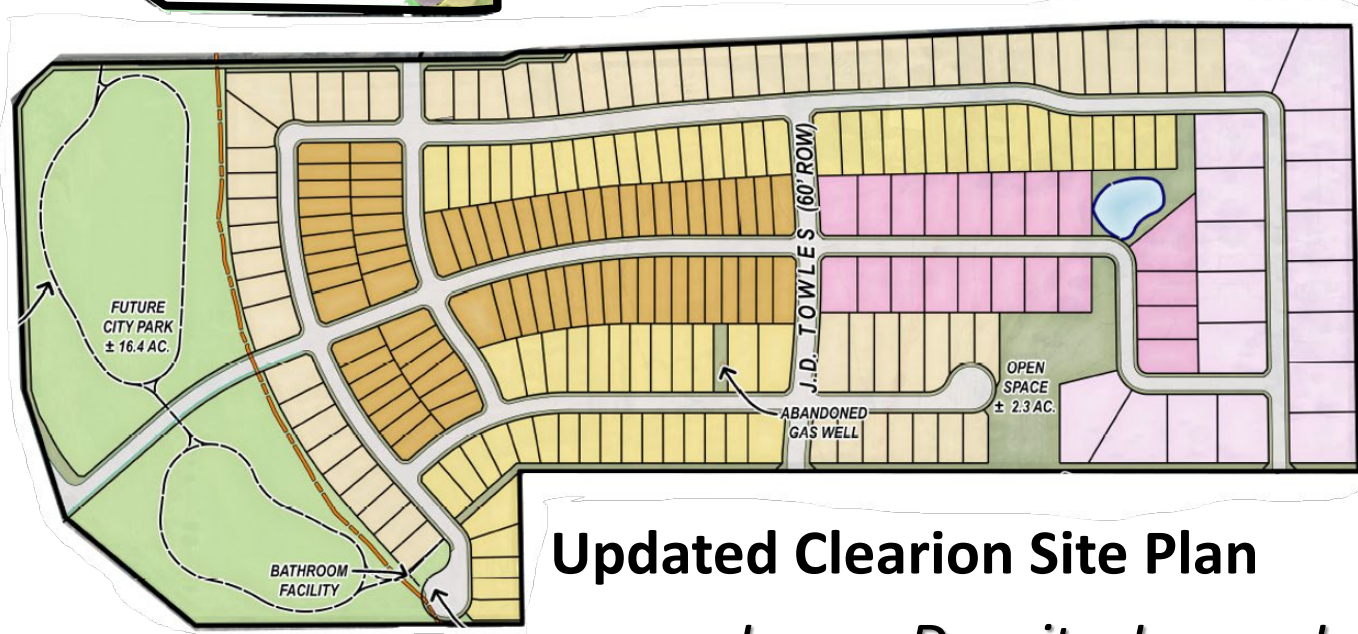
Historical Density Comparison: Updated Site Plan vs. Previous Plan



Previous Bluffs Site Plan

- 71 Cottage Homesites (Min. 5,000 SF) (25%)
- 111 Patio Homesites (Min. 6,000 SF) (39%)
- 85 Traditional Homesites (Min. 7,200) (30%)
- 17 Estate Homesites (Min. 10,400) (6%)

284 Total Lots, 3.4 DUA (Gross), 4.5 DUA (Net)



Updated Clearion Site Plan

- 69 Cottage Homesites (Min 5,000 SF) (29%)
- 67 Executive Homesites (Min 6,000 SF) (28%)
- 67 Estate Homesites (Min 7,200 SF) (27%)
- 20 Signature Homesites (Min 10,000 SF) (8%)
- 18 Luxury Homesites (Min 19,800 SF) (8%)

241 Total Lots, 2.9 DUA (Gross), 3.9 DUA (Net)

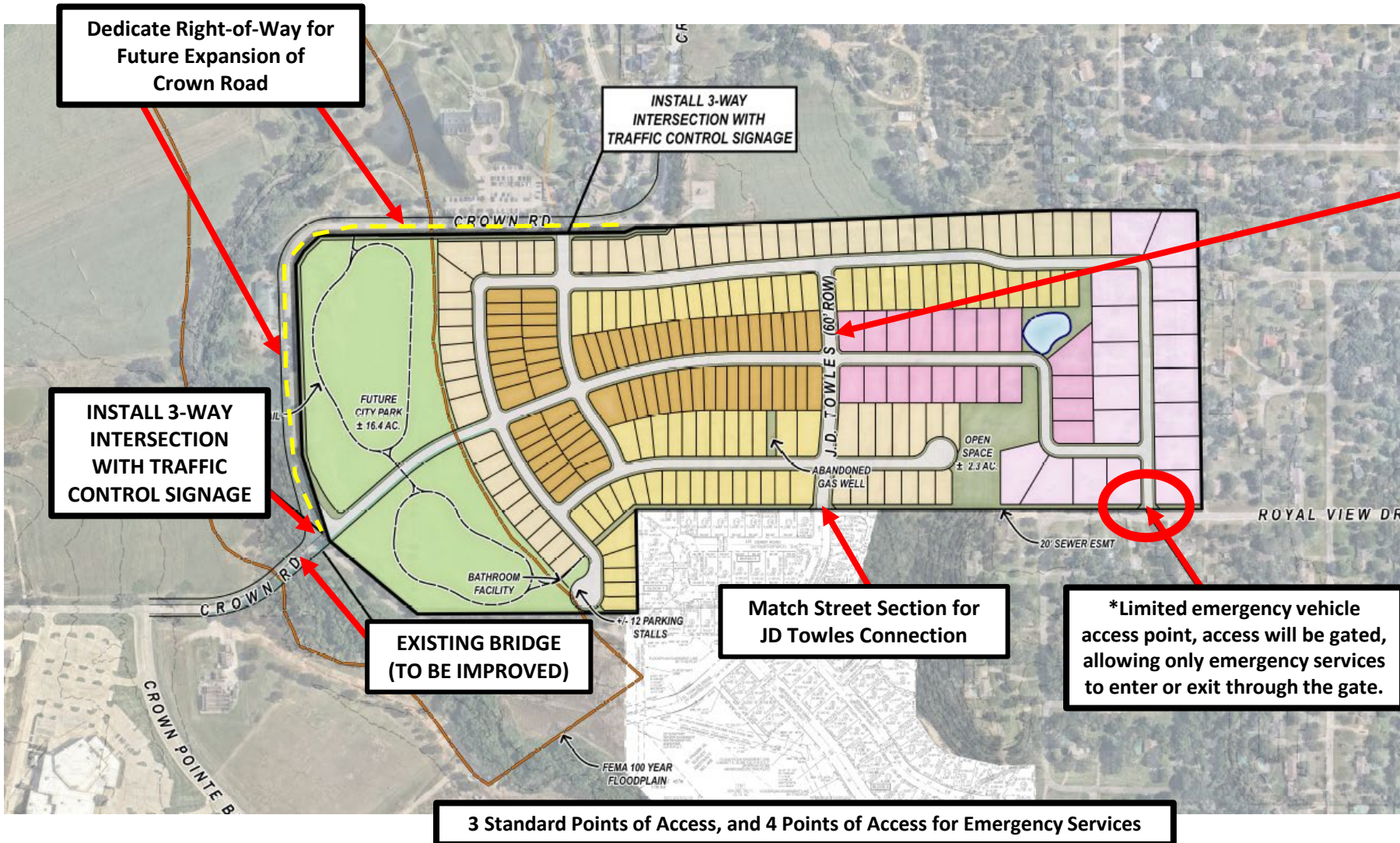
Lower Density. Larger Lots. Higher Quality Outcome.

Community
Infrastructure &
Mobility
Improvements

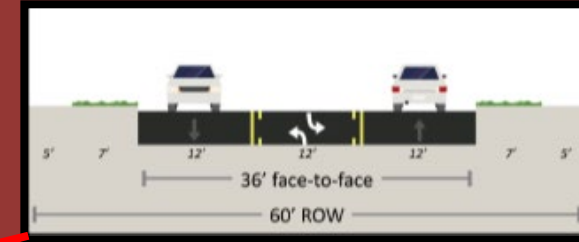


Improved Accessibility & Circulation

- This realignment and bridge improvement will resolve a longstanding safety hazard, improving access for emergency services, school buses, and the broader community.



Matching 60' R.O.W. street s Item 4. for J.D. Towles connecting route between north and south entries.



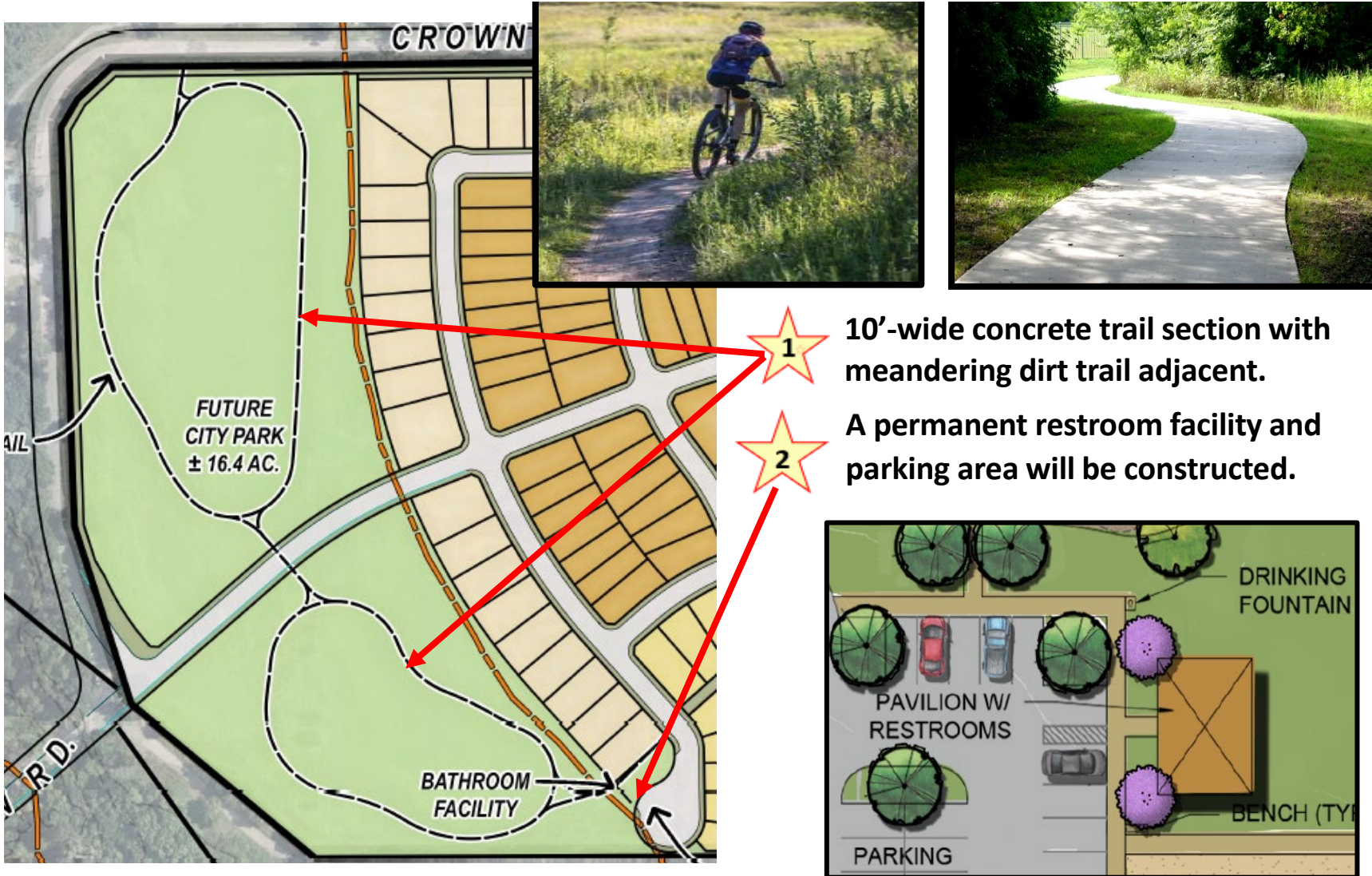
The improvements will focus on a significant transportation issue highlighted in the Thoroughfare Plan.



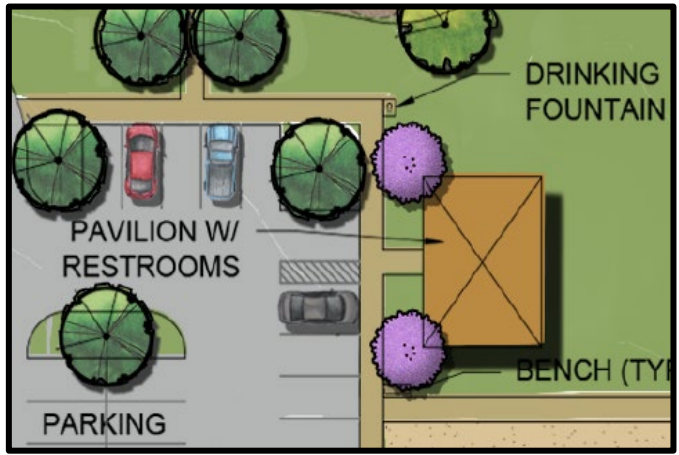
The surrounding area will benefit from better vehicle and pedestrian access to the Shops at Willow Park.

Open Space and Parkland Dedication

- The public park will be an addition to King's Gate Park and serve as a key node in Willow Park's expanding greenbelt system, providing both residents and neighbors with access to active recreation and natural beauty.



- 1 10'-wide concrete trail section with meandering dirt trail adjacent.
- 2 A permanent restroom facility and parking area will be constructed.



- +/- 16.4-acre public park to be dedicated to the city after improvements by developer. Item 4.
- Pedestrian access to Shops at Willow Park & future Kings Gate Park.



Key PD Zoning Enhancements

New Home Architectural Standards (Summary)

Enhanced Standards Above Base Zoning Requirements:

- **High-Quality Exterior Materials**
 - ✓ Minimum 85% overall masonry construction (brick, stone, cast stone)
- **Enhanced Architectural Design**
 - ✓ Each home required to incorporate multiple architectural features (e.g., porches, dormers, varied rooflines, decorative elements)
 - ✓ Emphasis on depth, articulation, and visual interest
- **Roof Design Standards**
 - ✓ Steep roof pitches with dimensional architectural shingles required
 - ✓ Consistent, high-quality roofing materials throughout
- **Elevation Variety & Streetscape Diversity**
 - ✓ Strict limitations on repeating house plans and elevations
 - ✓ Requirements for variation in façade design, materials, and colors
 - ✓ Enhanced spacing requirements for larger lot products
- **Garage & Driveway Standards**
 - ✓ Minimum two-car garages for all homes
 - ✓ Driveways sized to accommodate side-by-side parking
 - ✓ Consistent setback and layout standards

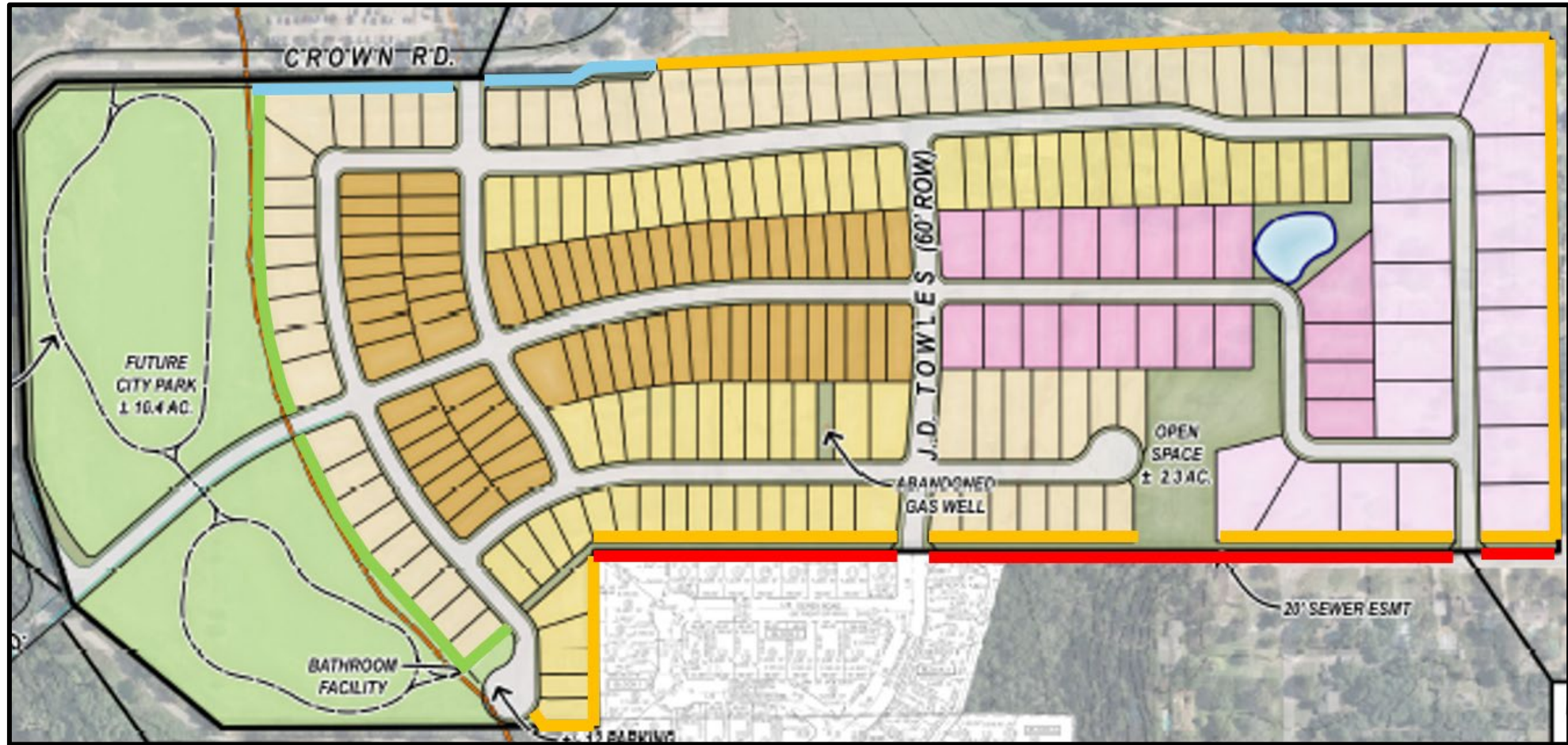


Special Design Guidelines (Summary)

- **Mandatory Homeowners Association (HOA)**
 - ✓ HOA established to maintain common areas, amenities, and overall community standards
- **Integrated Amenity & Open Space Network**
 - ✓ Public parkland dedication with trail system, parking, and restroom facilities
 - ✓ Connectivity designed to integrate with surrounding areas where feasible
- **Enhanced Landscaping & Streetscape Requirements**
 - ✓ Street trees, front yard landscaping, and irrigated common areas throughout
 - ✓ Coordinated landscape design across parkways, open space, and entry corridors
- **Perimeter Screening & Buffering**
 - ✓ A combination of masonry walls and decorative fencing to ensure quality edges and transitions
- **Community Identity & Entry Features**
 - ✓ Enhanced entryways, monument signage, and coordinated street signage design
 - ✓ Decorative street lighting throughout the development
- **Mobility & Connectivity Enhancements**
 - ✓ Internal street network designed for functionality while limiting unnecessary external connections
 - ✓ Inclusion of bike lanes and pedestrian infrastructure



Perimeter Screening Plan



6' Board-on-Board Wood Fence

6' Decorative Metal Fence

6' Masonry Screening Wall

4' Decorative Metal Fence

Representative Product

Representative Cottage Homesites

Projected Square Feet (±)	Cottage Homesite Projected Pricing
1,800 sqft	\$420's – \$450's
2,100 sqft	\$450's – \$480's
2,500 sqft	\$480's – \$500's
2,800+ sqft	\$500's – \$520+

The table above projects **base** prices to range from \$185 - \$233 per SF. **Projected price points could increase depending on the extent of options selected by homebuyers.**



Representative Executive and Estate Homesites

Projected Square Feet (±)	Executive & Estate Projected Pricing
2,000 sqft	\$520's – \$580's
2,200 sqft	\$580's – \$620's
2,800 sqft	\$620's – \$690's
3,000+ sqft	\$690's – \$750+

The table above projects **base** prices to range from \$250 - \$260 per SF. **Projected price points could increase depending on the extent of options selected by homebuyers.**



Representative Signature and Luxury Homesites

Projected Square Feet (±)	Signature & Luxury Projected Pricing
2,500 sqft	\$620's – \$680's
2,800 sqft	\$680's – \$760's
3,100 sqft	\$760's – \$840's
3,500+ sqft	\$840's – \$1mm+

The table above projects **base** prices to range from \$248 - \$286 per SF. **Projected price points could increase depending on the extent of options selected by homebuyers.**



Summary of Key Project Elements

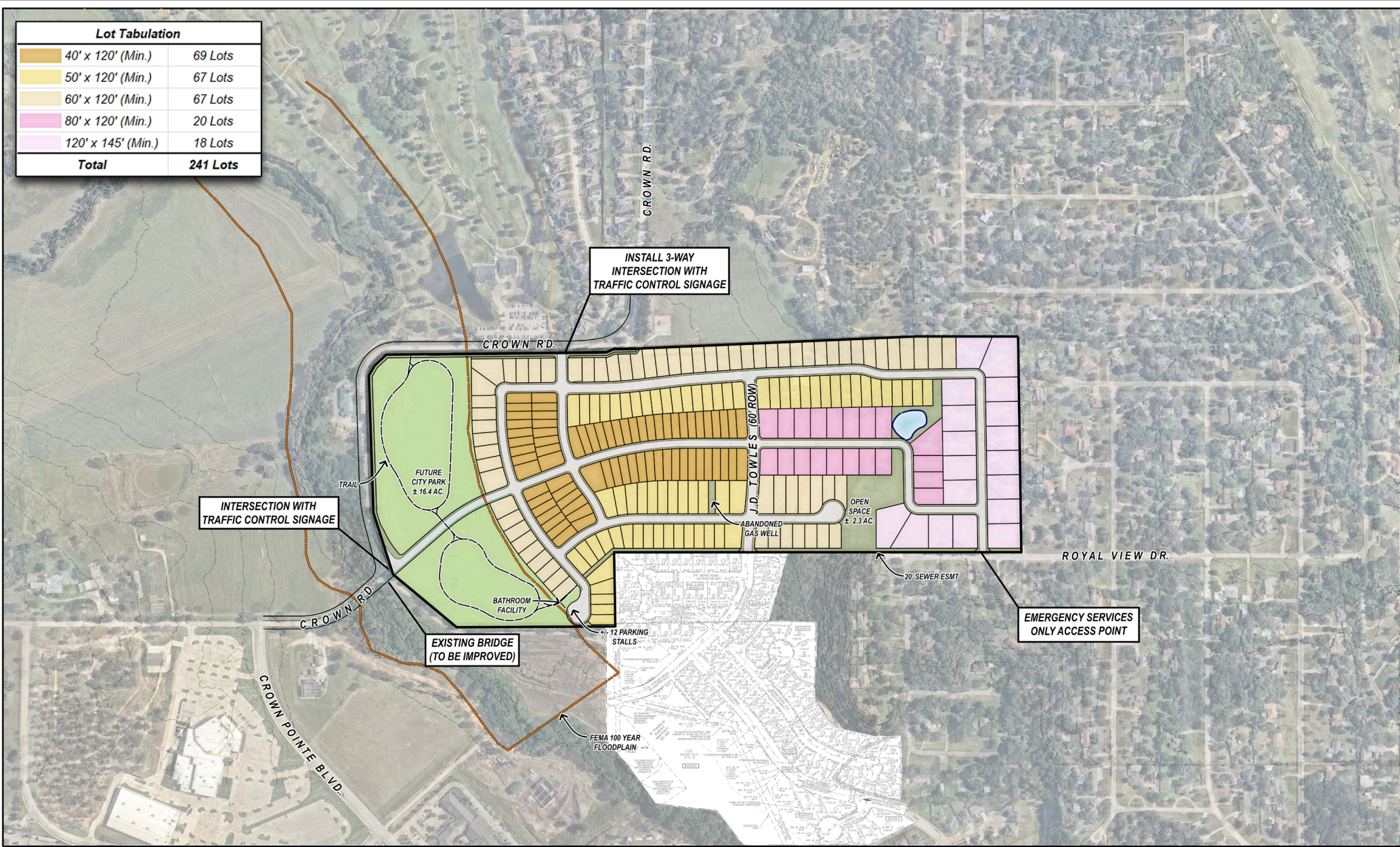
- **Voluntarily Annexation** – annexed into the city limits with City Council consent in March.
- **Improved traffic circulation and safety**, including Crown Road bridge and intersection improvements
- **Dedication of approximately 16.4 acres of public parkland** with trails, parking, and restroom facilities
- **Diverse housing types and price points** consistent with the Comprehensive Plan and compatible with surrounding homes and lot sizes.
- **All public infrastructure funded and constructed by the Developer**, then dedicated to the City – **NO**

CITY INCENTIVES

- **Projected long-term increase in City property tax revenues** from new residential development
- **Enhanced architectural, landscaping, and open-space standards** to protect long-term value
- **Mandatory, professionally managed HOA** for ongoing maintenance and upkeep

In summary, Clearion is a project that balances appropriate density with higher-quality design and meaningful public benefits, and we believe it represents a strong fit for this location and for Willow Park moving forward. We kindly ask for your support. Thank you!

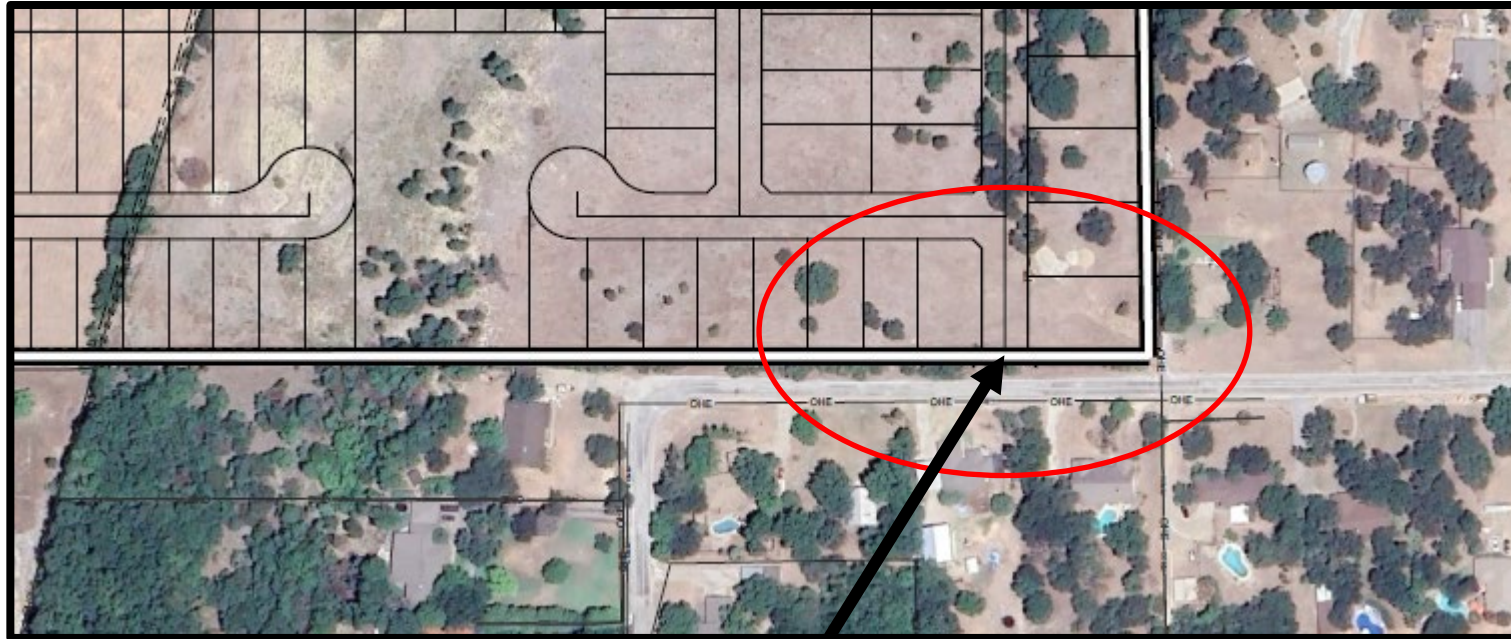
Lot Tabulation		
40' x 120' (Min.)	69 Lots	
50' x 120' (Min.)	67 Lots	
60' x 120' (Min.)	67 Lots	
80' x 120' (Min.)	20 Lots	
120' x 145' (Min.)	18 Lots	
Total	241 Lots	



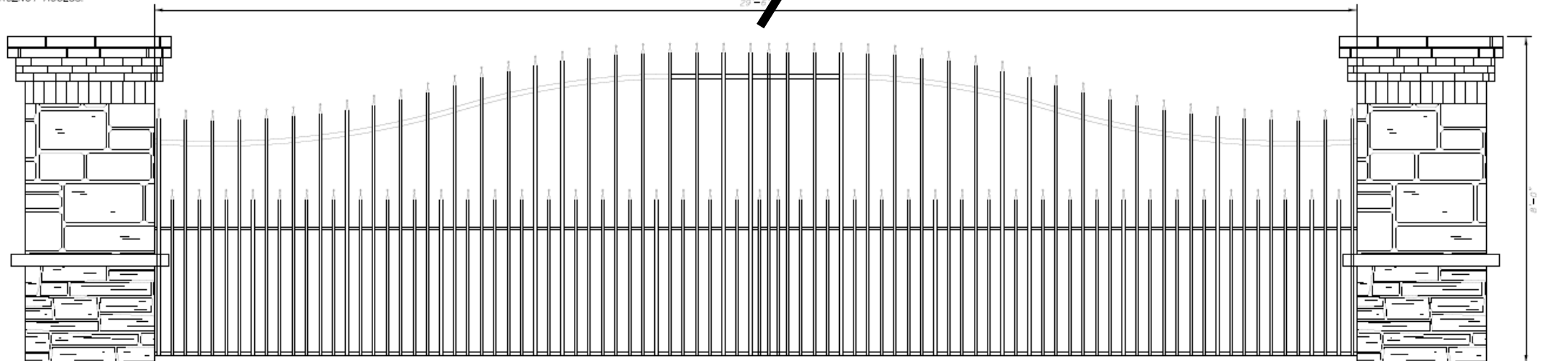
Thank You

Appendix

Representative Emergency Access Gate



NOTE:
INSTALL KNOX LOCK BOX FOR FIRE DEPARTMENT
EMERGENCY ACCESS.



Projected Tax Benefit to City

Lot Type	# of Lots	Exp. Avg. Value	Aggregate Values
Cottage	70	\$460,000	\$32,200,000
Executive	69	\$610,000	\$42,090,000
Estate	66	\$700,000	\$46,200,000
Signature	20	\$815,000	\$16,300,000
Luxury	19	\$1,000,000	\$19,000,000
Total Projected Value at Build-Out:			\$155,790,000
Projected Annual City Tax Revenue at Build-Out:			\$673,863

Based on proposed rate of .432546 per \$100 of assessed property value



Skorburg Company
8214 Westchester Drive
Suite 900
Dallas, TX 75225

Phone
(214) 522-4945

www.skorburgcompany.com

**CITY OF WILLOW PARK
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF WILLOW PARK, AMENDING THE ZONING ORDINANCE TO REZONE A TRACT OF LAND CONSISTING OF EIGHTY ONE (81.7) ACRES MORE OR LESS, SITUATED IN THE M. EDWARDS SURVEY, ABSTRACT NUMBER 1955 AND THE A. McCARVER SURVEY ABSTRACT NUMBER 910 IN THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS HERETOFORE ZONED AS CLASS II RESIDENTIAL “R-1” SINGLE FAMILY DISTRICT REZONED TO CLASS I; SPECIAL PURPOSE “PD/CL” PLANNED DEVELOPMENT DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF UP TO \$2,000 PER DAY; PROVIDING REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas, is a Type A general-law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Property Owner, Brothers in Christ Properties, LLC, requested a zoning change, of an 81.706-acre tract consisting of 20 acres zoned Class II- Residential “R-1” Single Family District and, subsequent to the annexation, 61.405 acres to be rezoned. Both parcels total an 81.706-acre tract and are requested to be zoned Class I; Special Purpose “PD/CL” Planned Development District, described as being an 81.706 acre tract situated in the M. Edwards Survey, Abstract Number 1955 and the A. McCarver Survey Abstract Number 910, in Willow Park, Parker County, Texas (the “Property”); and

WHEREAS, in accordance with Section 14.11.002 of the Willow Park Code of Ordinances, Chapter 14 Zoning upon annexation the 61.405 acres of land is initially zoned as Class II – Residential “R-1” Single Family District , and permanent zoning shall occur after public hearings and consideration by the planning and zoning commission, and the city council and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication, public hearings, and procedural requirements of the rezoning of the Property; and

WHEREAS, after considering the information submitted at the public hearing and all other relevant information and materials, on April 21, 2026, the Planning and Zoning Commission of the City recommended to the City Council approval of the rezone; and

WHEREAS, the City of Willow Park, Texas does hereby deem it advisable and in the public interest to amend Willow Park Zoning Ordinance and rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment to Zoning. The Zoning Ordinance, set out in Chapter 14 of the Willow Park Code of Ordinances, and the Official Zoning Map are hereby amended as follows:

The zoning designation of the below described property containing 81.7 acres, more or less, situated in the M. Edwards Survey, Abstract Number 1955 and the A. McCarver Survey Abstract Number 910, in Willow Park, Parker County, Texas (the “Property”) and all street, roads, and alleyways contiguous and/or adjacent thereto with a base zoning subsequent to annexation of Class II – Residential “R-1” Single Family District is hereby zoned the Class I; Special Purpose “PD/CL” Planned Development District.

The Property as a whole is more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

The development plans, standards, uses and schedules for the Property in this Planned Development shall conform to and comply with the planned development standards attached hereto as Exhibit “B”, and the conceptual plan attached hereto as Exhibit “C”. Exhibits “B”, and “C” are incorporated herein for all purposes.

Three (3) original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. Two (2) copies shall be filed with the City Secretary and retained as the original records and shall not be changed in any manner.
- b. One (1) copy shall be filed with the building inspector and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time to time be made of the official zoning district map.

SECTION 3: No Vested Interest/Repeal

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development Zone or any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises.

It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Willow Park, Texas except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of

such ordinances are hereby repealed. To the extent that the provisions of the City of Willow Park’s various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

SECTION 6. Savings/Repealer Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

SECTION 8. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the code of ordinances, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction, therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 9. Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, this the ____ day of April 2026.

APPROVED:

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

Wm. A. Messer, City Attorney

EXHIBIT A

Legal Description

DESCRIPTION:

BEING a tract of land situated in the M. Edwards Survey, Abstract Number 1955, and the A. McCarver Survey, Abstract Number 910, Parker County, Texas, being all of a tract of land herein after referred to as (Tract 1) described by deed to Brothers in Christ Properties, LLC recorded in Instrument Number D202329094, and a portion of a tract of land described by deed to said Brothers in Christ Properties, recorded in Instrument Number D202425676, both of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Tract 1, being the southwest corner of Lot 17, Block 1 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records, and being in the north right-of-way line of Royal View (a 60' right-of-way) dedicated by said Willow Wood Addition;

THENCE S 89°59'02"W, 2003.48 feet with the north line of said Willow Wood and the south line of said Tract 1, to a point in the north line of Lot 2R, Block 11 of The Reserves at Trinity, an addition to the City of Willow Park, recorded in Cabinet E, Slide 726, said County Records;

THENCE S 00°58'47"E, 365.04 feet, continuing with the north line of said Reserves at Trinity and said south line;

THENCE S 89°44'32"W, 780.91 feet, continuing with said common line;

THENCE N 50°14'45"W, 400.03 feet, continuing with said common line;

THENCE departing said common line, over and across said Tract 1, the following courses and distances:

N 49° 02' 30" E, 340.31 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 236.54 feet, through a central angle of 17° 29' 14", having a radius of 775.00 feet, and a long chord which bears N 57° 47' 06" E, 235.62 feet;

N 23° 11' 50" W, 50.00 feet to the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 252.04 feet, through a central angle of 17° 30' 13", having a radius of 825.00 feet, and a long chord which bears S 57° 47' 36" W, 251.00 feet;

S 49° 02' 30" W, 296.37 feet;

THENCE N 86° 39' 10" W, 25.76 feet, to the aforementioned west line and the east right-of-way line of Crown Road;

N 17°45'46"W, 249.71 feet;

N 01°55'51"W, 675.94 feet;

N 30°02'48"E, 55.96 feet;

THENCE N 46°54'10"E, 79.29 feet, to the northwest corner of said Tract 1;

THENCE with the north line of said Tract 1 and the south right-of-way line of said Crown Road, the following bearings and distances:

N 89°20'53"E, 1081.22 feet;

N 66°43'06"E, 39.71 feet;

THENCE N 89°00'53"E, 118.64 feet, to the southwest corner of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records;

THENCE N 87°29'58"E, 1374.38 feet, departing said southwest corner with said north line to the southeast corner of said Gary Dale Lee tract, being the southwest corner of Lot 1, Block 7 of Squaw Creek Estates West, an addition to the City of Willow Park, recorded in Cabinet A, Slide 144, said County Records;

THENCE S 89°55'46"E, 498.71 feet, with the west line of said Squaw Creek Estates West to the northeast corner of said Tract 1 and being in the west line of Lot 17, Block 1 of said Willow Woods;

THENCE S 00°51'55"E, 1060.30 feet, with the east line of said Tract 1 and the north line of said Willow Wood to the **POINT OF BEGINNING** and containing 3,559,112 square feet or 81.706 acres of land more or less.

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey

or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXHIBIT B

CLEARION PLANNED DEVELOPMENT STANDARDS

All zoning regulations, standards, uses, requirements, and processes for the R-5 Single Family Medium Density District of the City of Willow Park Zoning Ordinance, as exists or may be amended, shall apply to the Property except as specified herein. The Property shall generally conform to the Conceptual Plan. Amendments to the Conceptual Plan are permitted in accordance with the Clearion Development Agreement. Any capitalized terms herein shall adhere to the definitions established within the Clearion Development Agreement, unless defined hereafter. In the event of a conflict between the Conceptual Plan and the Development Standards, the Development Standards shall control. In the event of a conflict between the Conceptual Plan and the City's Base Zoning Ordinance, the Conceptual Plan shall control. No further Conceptual Plan or development plan shall be required to be approved for the development of the Property, and the Conceptual Plan shall satisfy all requirements under the City's Zoning Ordinance to submit a development plan or Conceptual Plan.

Development Regulations

- I. Permitted Uses, Density:** All uses permitted for the R-5 Single-Family Medium Density District of the Zoning Ordinance shall be permitted. The maximum lot count is two hundred forty-one (241). The maximum Cottage Homesites shall be sixty-nine (69), the maximum Executive Homesites shall be sixty-seven (67), the maximum Estate Homesites shall be sixty-seven (67), the maximum Signature Homesites shall be twenty (20), and the maximum Luxury Homesites shall be eighteen (18).
- II. Dimensional Requirements:** The Clearion Planned Development District permits five (5) single-family residential detached lot types; Cottage Homesites, Executive Homesites, Estate Homesites, Signature Homesites, and Luxury Homesites with the regulating Dimensional Requirements as defined below:
- a. Cottage Homesite Dimensional Standards:**
1. Min. lot width (feet): 40'*
 2. Min. lot depth (feet): 120'
 3. Min. lot area (SF): 5,000 SF
 4. Front yard (feet): 20'**
 5. Rear yard (feet): 10'
 6. Side yard interior (feet): 5'
 7. Corner side yard – adjacent to street (feet): 10'
 8. Max. lot coverage (%): 65%
 9. Min. dwelling unit size (SF): 1,800 SF
 10. Max. height (feet/stories): 36', 2.5
- b. Executive Homesite Dimensional Standards:**
1. Min. lot width (feet) 50'*
 2. Min. lot depth (feet): 120'***
 3. Min. lot area (SF): 6,000 SF

4. Front yard (feet): 20'**
5. Rear yard (feet): 10'
6. Side yard interior (feet): 5'
7. Corner side yard – adjacent to street (feet): 10'
8. Max. lot coverage (%): 65%
9. Min. dwelling unit size (SF): 1,850 SF
10. Max. height (feet/stories): 36', 2.5

c. Estate Homesite Dimensional Standards:

1. Min. lot width (feet) 60'*
2. Min. lot depth (feet): 120'
3. Min. lot area (SF): 7,200 SF
4. Front yard (feet): 20'**
5. Rear yard (feet): 10'
6. Side yard interior (feet): 5'
7. Corner side yard – adjacent to street (feet): 10'
8. Max. lot coverage (%): 65%
9. Min. dwelling unit size (SF): 2,000 SF
10. Max. height (feet/stories): 36', 2.5

d. Signature Homesite Dimensional Standards:

1. Min. lot width (feet) 80'*
2. Min. lot depth (feet): 125'
3. Min. lot area (SF): 10,000 SF
4. Front yard (feet): 20'**
5. Rear yard (feet): 10'
6. Side yard interior (feet): 5'
7. Corner side yard – adjacent to street (feet): 10'
8. Max. lot coverage (%): 65%
9. Min. dwelling unit size (SF): 2,000 SF
10. Max. height (feet/stories): 36', 2.5

e. Luxury Homesite Dimensional Standards:

1. Min. lot width (feet) 120'*
2. Min. lot depth (feet): 165'
3. Min. lot area (SF): 19,800 SF
4. Front yard (feet): 25'**
5. Rear yard (feet): 20'
6. Side yard interior (feet): 10'
7. Corner side yard – adjacent to street (feet): 10'
8. Max. lot coverage (%): 65%
9. Min. dwelling unit size (SF): 2,200 SF
10. Max. height (feet/stories): 36', 2.5

*Lot width to be measured along the arc at build line along curves, knuckles, and cul-de-sacs.

** Porches may encroach upon the front yard setback a maximum of 4'.

***The lot depth for lots 17, 18, 19, 20, and 21 along the curve of the southernmost east/west street may be reduced to a minimum of 100' as shown on Exhibit A.

III. Architectural Standards: The following shall be incorporated for all residential lot types:

a. Exterior Materials:

1. Minimum of 85% overall masonry (exclusive of openings, insets, protrusions or areas under covered porches).
2. For the purposes of this ordinance, the masonry requirement shall be limited to full-width brick, natural stone, and cast stone. Cementitious fiberboard (e.g. *HardiBoard* or *Hardy Plank*) in a horizontal lap-siding, *board-and-batten* siding, or a decorative pattern (see examples below) may be used for up to 50.00% of the masonry requirement; however, a Specific Use Permit (SUP) may be requested for housing plans that utilize cementitious fiberboard in excess of 50.00% of the masonry requirement.

FIGURE 1: EXAMPLES OF CEMENTITIOUS FIBERBOARD



b. Architectural Elements: Each building shall include at least four of the following architectural elements:

1. Awnings/canopies;
2. Balconies (a minimum of 25 square feet in size);
3. Dormers;
4. Offsets within each building (a minimum 5 feet to receive credit);
5. Patio (a minimum of 25 square feet in size);
6. Porches (a minimum of 25 feet in size);
7. Stoops (a minimum of 2 feet tall by 4 feet wide);
8. Varied roof height in building (a minimum 10-foot difference);
9. Sconce lighting;
10. Decorative banding or molding;
11. Decorative overhangs;
12. Front porch columns;
13. Bay windows; and
14. Shutters.

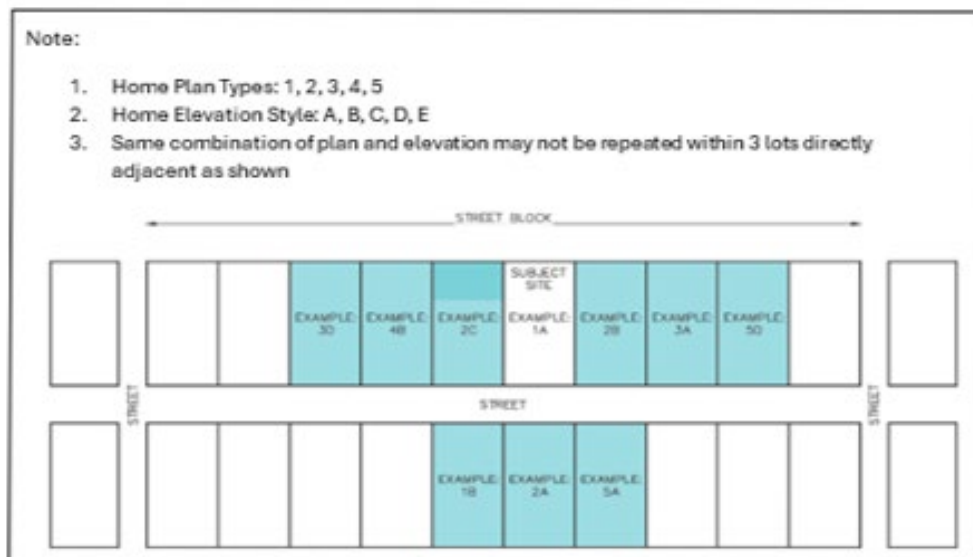
c. Roof Pitch/Material:

1. Minimum of 6:12 roof pitch, excluding porches, patios and dormers unless approved by the Architectural Control Committee (“ACC”) of the HOA. No minimum overhang shall be required, when utilized, overhangs can project a maximum of 4’ upon the front setback.
2. Minimum 30-year architectural style shingles, complimentary to home color palate and approved by ACC.

d. Repetition of Building Form:

1. For Cottage, Estate, and Executive Homesites the same combination of (i) house plan, plus (ii) elevation shall not be repeated within three (3) lots on the same side of the street nor within three (3) lots on the opposite sides of the street, as illustrated in Figure 1.
2. For the purposes of this section, homes are considered to have a differing appearance/elevation if at least three of the following items are different from the other elevations to which they are being compared:
 - A. number of stories;
 - B. material color;
 - C. roof type and layout;
 - D. articulation of the front façade;
 - E. brick pattern; or
 - F. at least two architectural elements that differentiate the façade, which may include, but are not limited to:
 - i. porch (protruding, recessed, or no porch);
 - ii. decorative door or window frames;
 - iii. bay windows;
 - iv. dormers; or
 - v. balcony (full size or Juliette).

Figure 1

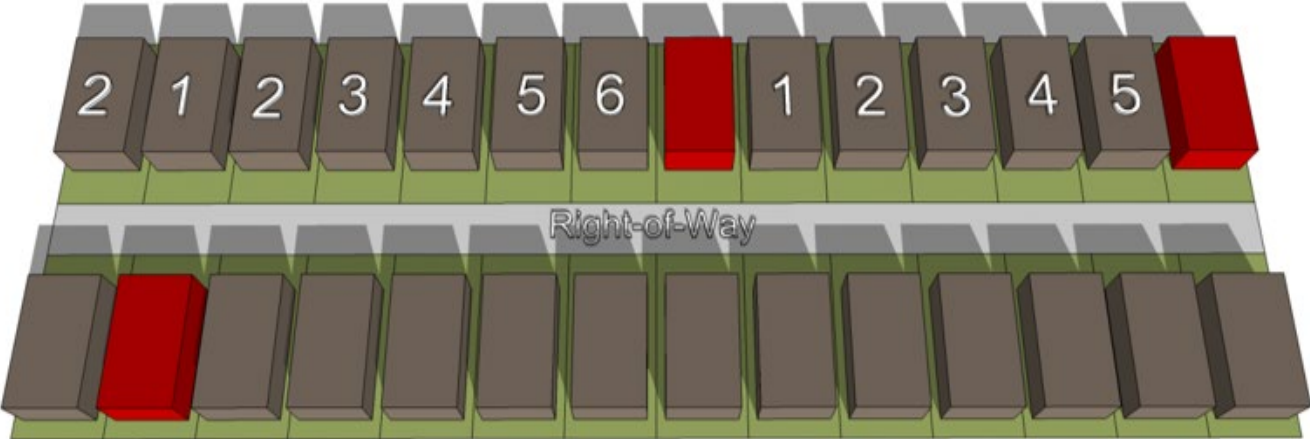


- 3. For Signature and Luxury Homesites:
 - A. Identical brick blends or paint colors may not occur on adjacent (side-by-side) properties along any block face without at least five (5) intervening homes of differing materials on the same side of the street beginning with the adjacent property and six (6) intervening homes of differing materials on the opposite side of the street.
 - B. Front building elevations shall not repeat along any block face without at least five (5) intervening homes of differing appearance on the same side of the street and six (6) intervening homes of differing appearance on the opposite side of the street.
 - C. Permitted encroachment (i.e. porches and sunroom) elevations shall not repeat or be the same along any block face without at least five (5) intervening homes of sufficient dissimilarity on the same side of the street beginning with the home adjacent to the subject property and six (6) intervening homes beginning with the home on the opposite side of the street, as illustrated in Figure 2.

- 4. Homes are considered to have a differing appearance if any of the following two (2) items deviate:
 - A. Number of Stories
 - B. Permitted Encroachment Type and Layout
 - C. Roof Type and Layout
 - D. Articulation of the Front Façade

Figure 2

PROPERTIES LINE UP ON THE OPPOSITE SIDE OF THE STREET. WHERE RED IS THE SUBJECT PROPERTY.



5. The building official shall have discretion to approve minor variations in the requirements of this section, so long as those variations are consistent with the overall intent of this section. The following process shall be used to approve a front building elevation plan for master elevation approval for the community:
 - A. The applicant shall submit a dimensioned rendering of the front building elevation to the building official.
 - B. The building official shall determine the elevation plan's compliance with this section for use of the elevation to be built within the community.
 - C. The applicant shall prepare and submit construction plans and one of the elevation plans from the approved master elevation set to the building official, who shall process the plans in accordance with city ordinances and policies.
 - D. The master elevation plan approval shall remain in effect until the completion of all construction has been completed within the community.
 - E. Construction plans shall be consistent with the approved elevation plan. If construction plans are inconsistent, consistent plans shall be submitted, or a new elevation plan must be approved for the construction plans under the criteria of this section.

e. Garages: All homes will include at minimum a two (2) car garage. Front entrance garages are permitted.

f. Driveways: Minimum 20' garage setback for all Homesites, driveway width must accommodate two (2) vehicles parked side by side with a minimum driveway approach of 14' wide and an approach radius of 8'.

IV. Special Design Guidelines: The following items shall be implemented as part of the Clearion Planned Development District:

a. Homeowner's Association ("HOA") – An HOA will be established for Clearion and shall maintain all common areas and common area amenities.

b. Portable Trailers: Portable trailers may be used as construction or sales offices located within a new sub-development subject to the following provisions:

1. No more than one (1) sales trailer per builder in the subdivision.
2. Trailer must be located at least one hundred fifty (150) feet from any occupied residence prior to placement of trailer.

c. Amenity Provisions:

1. The development will provide approximately 6,000 linear feet of 10' concrete trail on site and throughout the Park Dedication Area, with a meander dirt bike path adjacent throughout the Park Dedication Area, as shown on Exhibit B of the Clearion Development Standards. As part of the landscape plan design and

review process, Developer will seek city staff input on the trail and dirt bike path connectivity to adjacent properties where practically feasible.

2. A minimum of ten (10) concrete parking stalls to be constructed by Developer along the southwest cul-de-sac adjacent to the Park Dedication Land, or other locations as mutually agreeable between the Developer and the City.
3. A permanent restroom facility shall be constructed by the Developer within a relative proximity to the parking stalls.

d. Landscape, Irrigation, and Tree Planting:

1. Residential, perimeter walls, parkways, right-of-way, parks, and amenity areas shall be provided with vertical landscaping and irrigation systems. A detailed landscape plan will be submitted with the construction plans.
2. The portion of the J.D. Towles collector located within the boundary of the property will be required to have street trees. The street trees along J.D. Towles shall be installed by the builder(s) at the time of home construction to eliminate conflicts with future driveways.
3. Landscaping along right-of-way, perimeter screening adjacent to landscape buffers, and onsite open space amenity areas shall be maintained by the HOA where applicable.
4. All single-family lots, with the exception of Cottage Lots, shall contain a minimum of two (2) shade trees per dwelling, spaced appropriately, in the front yard. The Cottage Lots shall contain a minimum of one (1) shade tree per dwelling. At least 5% of the front yard shall be landscaped with ornamental grass, flora, shrubs, bushes, and/or trees.
5. Street trees along J.D. Towles shall be at least four inches (4”) in diameter. Street trees along all other roadways shall be at least six feet (6’) in height and three-inch (3”) in diameter.

e. Screening: Screening for the Clearion Planned Development District shall be in conformance with Exhibit C of the Clearion Development Standards.

f. Parkland Dedication: Approximately 16.5 acres on the westernmost portion of the property shall be dedicated to the City as detailed in the Agreement.

g. City Sewer/Affluent Easement: At the time of construction plan design, Developer will coordinate with City staff to determine the best location to include an affluent and sewer easement that will be dedicated to the City.

h. Signage: Street signage shall be complimentary to the surrounding environment. Clearion branding design elements and/or Willow Park City logos are permitted on public street signs once determined by staff to be in conformance with the City’s Street sign regulations. Proposed signage design will be included as part of the Civil Plan submittal.

i. Emergency Access Drive: The street connection to Royal View Drive shall be a controlled entry with gated access restricted to emergency personnel only. This

access point shall not be used as an ingress or egress for the residents of Clearion at any time and the gate shall remain closed except in the case of emergency.

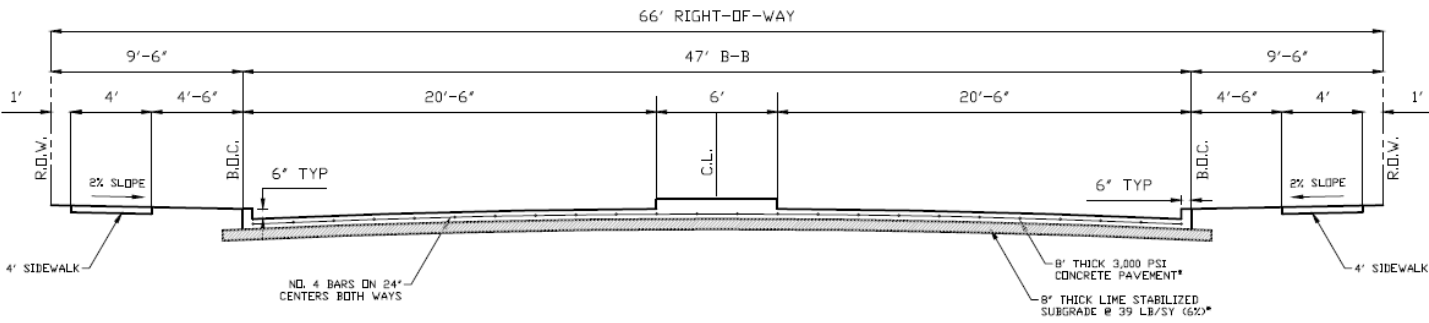
- j. Street System Connectivity, Adjacency Standards:** Other than as reflected on the Conceptual Plan, connectivity to already dedicated street systems in adjacent subdivisions shall not be required. Specifically, the Verde Road stub out to the Property shall not be required to continue into the Property and shall remain a dead-end street with Clearion private lots permitted to be platted and constructed immediately adjacent to the Verde Road dedication area, as shown on the Conceptual Plan.
- k. Lighting:** Decorative Street lighting shall be incorporated where applicable, fixtures shall be directed downward and be positioned to contain all light within the area of the property. Representative examples shown below are subject to final design.



- l. Traffic Impact Analysis:** A Traffic Impact Analysis (T.I.A.) shall be conducted and submitted to the City at the time of Final Plat and reviewed concurrently with the Civil Plans.
- m. Enhanced Entryway:** The southern J.D. Towles entrance to the development shall include a divided median for visual distinction and traffic calming purposes.
- n. J.D. Towles Bike Lane:** The development shall include a bike lane throughout the portion of the J.D. Towles collector constructed by Developer within the boundary of the Property. No vehicle parking shall be permitted in the bike lane.
- o. Entryway Monumentation:** At a minimum, the development shall include entry monumentation at the access point at Crown Road and where J.D. Towles enters the Property to the south, in line with the representative depiction below:



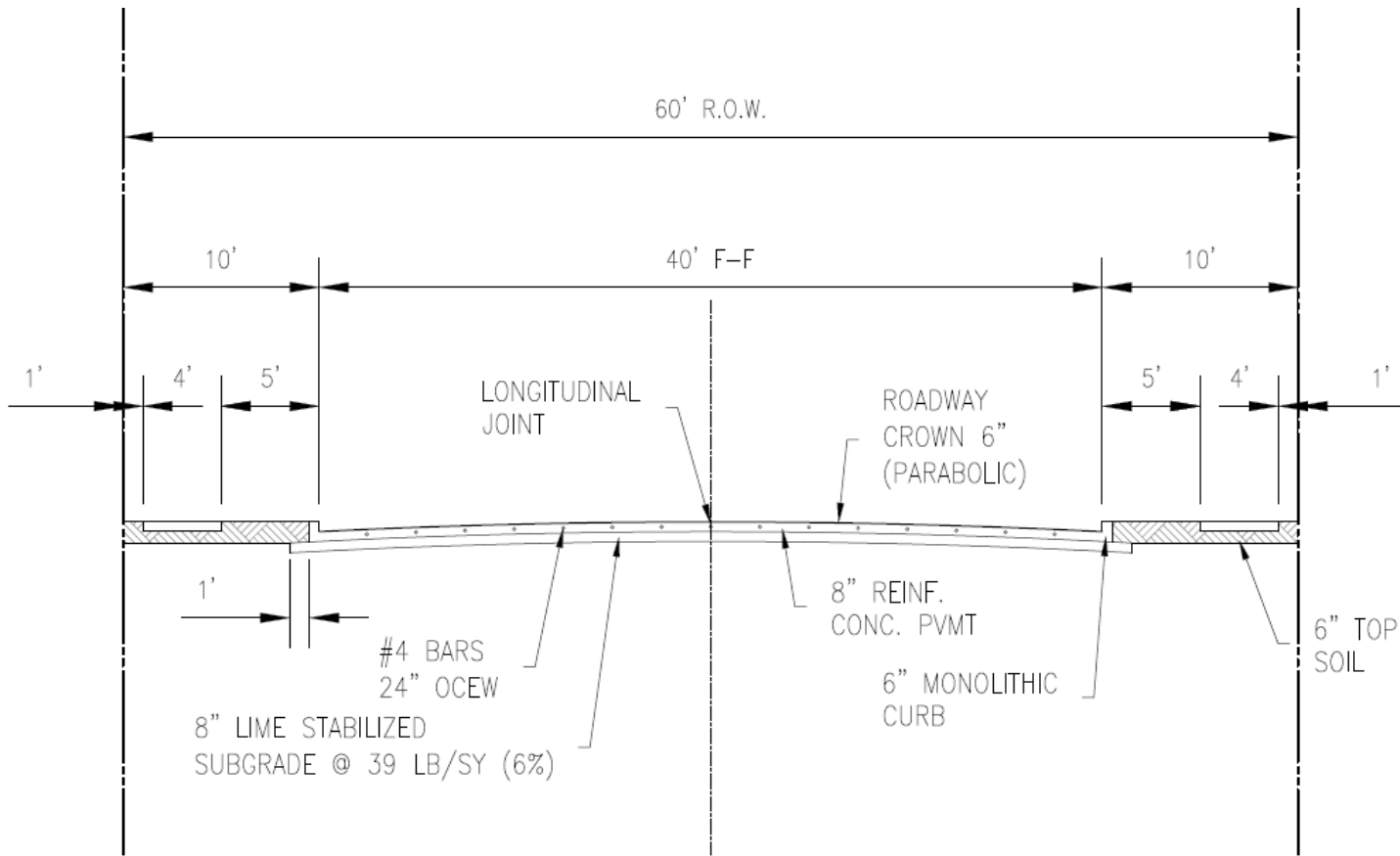
- p. Plats and/or site plans submitted for the development of the Property shall substantially conform to the data presented and approved on the Conceptual Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Plan, and/or phasing of the property, may be authorized by the City Manager or their designee, at the time of final plat approval, without a public hearing.
- q. **J.D. Towles Entryway Divided Street Section Standards:** The southern J.D. Towles entryway connection shall be designed in general conformity with the dimensional cross section of the street patterned depicted below. Monument signage that does not visually obstruct vehicular and pedestrian traffic may be located within the median. Any signage and all landscaping installed within the median area shall be considered common area open space to be maintained by the H.O.A.



PARABOLIC STREET SECTION (DIVIDED J.D. TOWLES)
NTS

• NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.

r. J.D. Towles 40' Pavement Section (6' bike lanes to be included along both sides):



40' PAVEMENT SECTION
FACE TO FACE (NORMAL)

**EXHIBIT A TO CLEARION DEVELOPMENT STANDARDS
CLEARION CONCEPTUAL PLAN**

**Cottage
Homesites**

**Executive
Homesites**

**Estate
Homesites**

**Signature
Homesites**

**Luxury
Homesites**

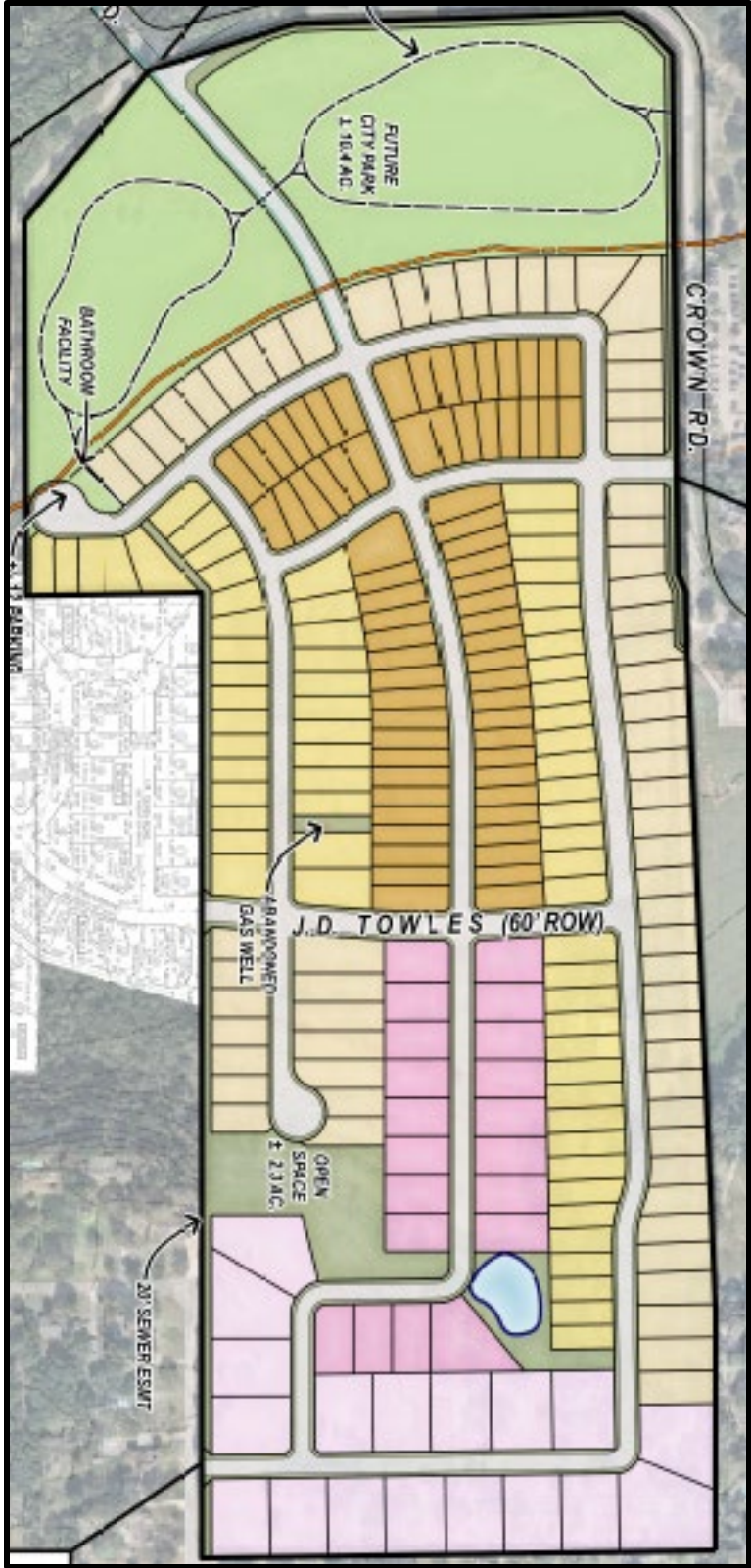


EXHIBIT B TO CLEARION DEVELOPMENT STANDARDS OPEN SPACE, PARKLAND, AND TRAIL CONCEPTUAL PLAN

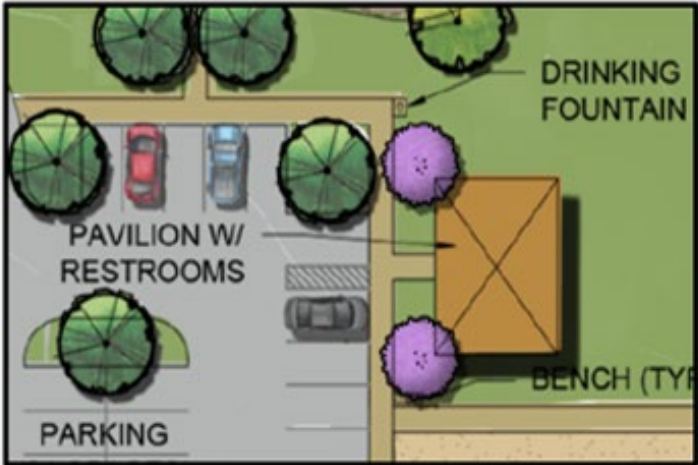


EXHIBIT C TO CLEARION DEVELOPMENT STANDARDS PERIMETER SCREENING CONCEPTUAL PLAN

 6' Board-on-Board Wood Fence

 6' Decorative Metal Fence

 6' Masonry Screening Wall

 4' Decorative Metal Fence

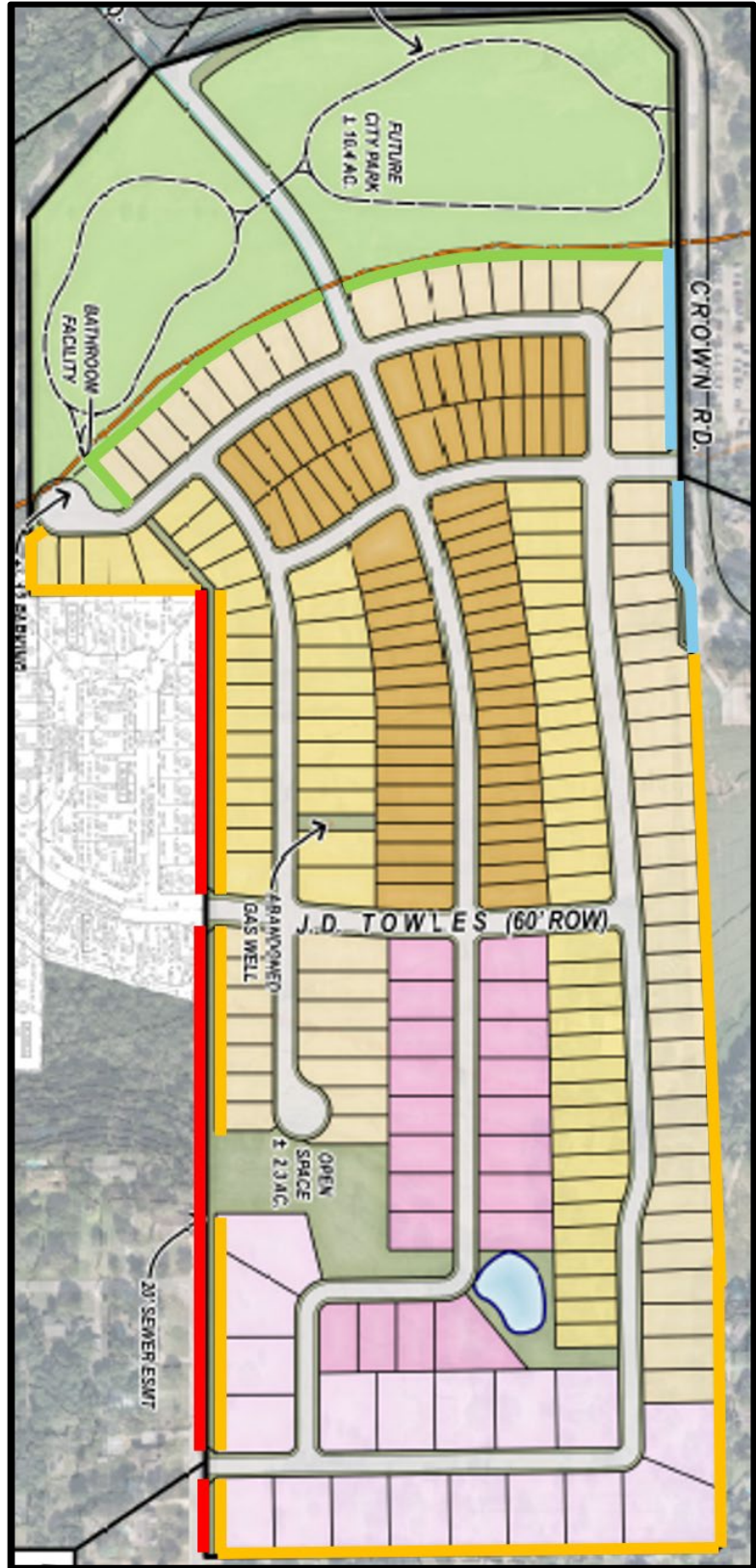
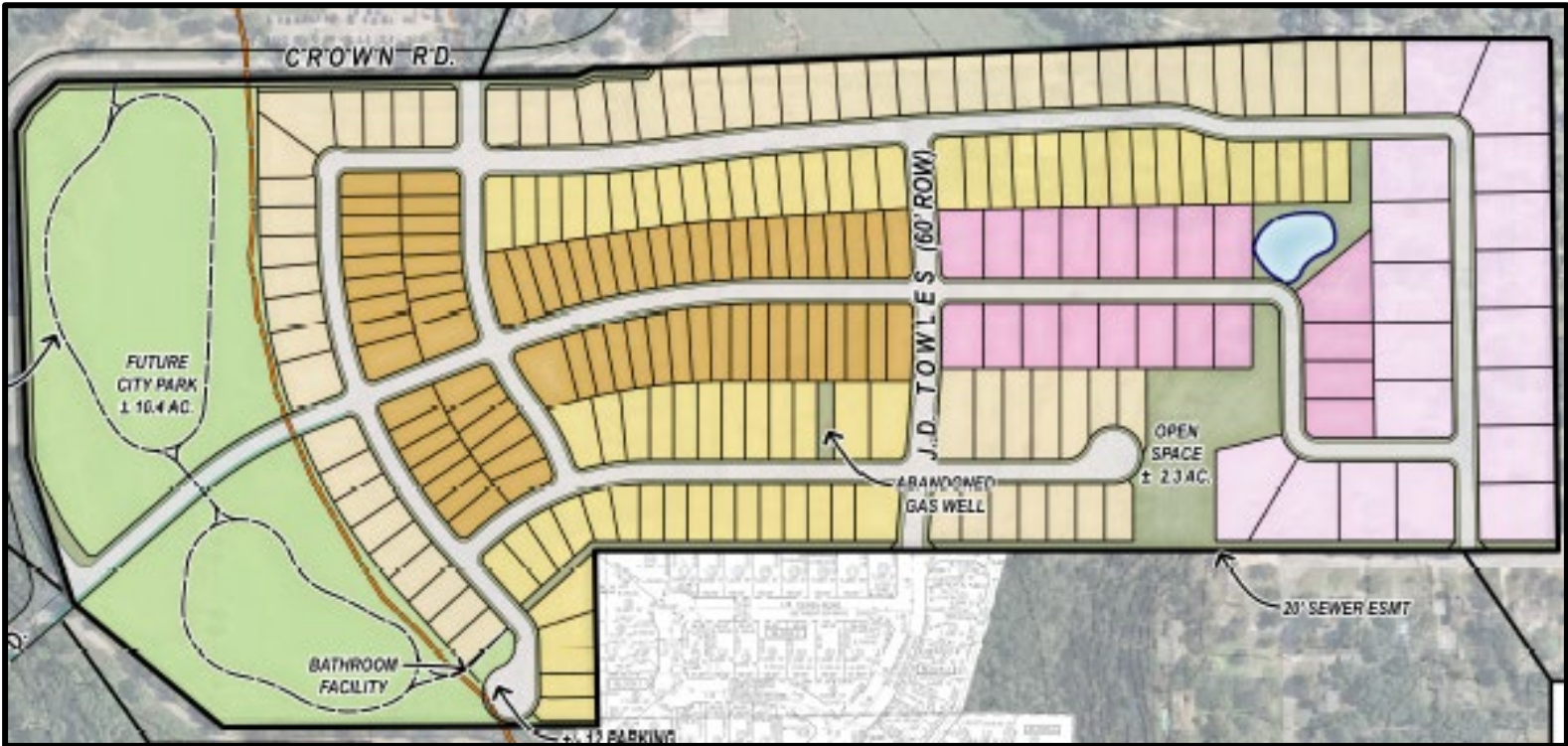


EXHIBIT C Conceptual Plan





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 28 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Mgr.
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AGENDA ITEM:

Discussion & Action: to consider approval of a preliminary plat request for the Residential Development also known as Clearion, being approximate 81.706 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas, as further identified as being a portion of Parker County Appraisal District as Property ID #106134,47776, and 62893.

BACKGROUND:

Mayor and Council, the recently annexed residential subdivision known as Clearion, has provided the preliminary plat that accurately reflects their PD – CL as presented.

Planning and Zoning Commission passed this item with staff comments as conditions unanimously 4-0.

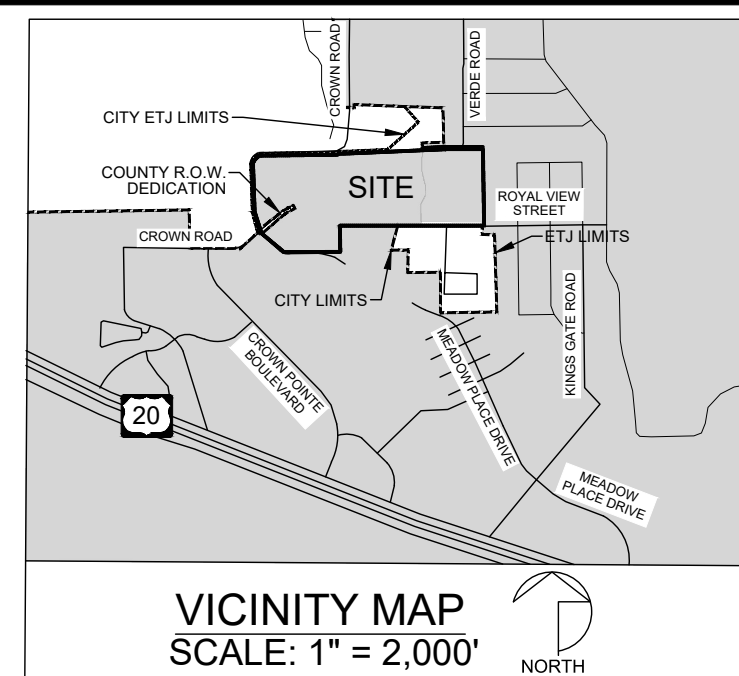
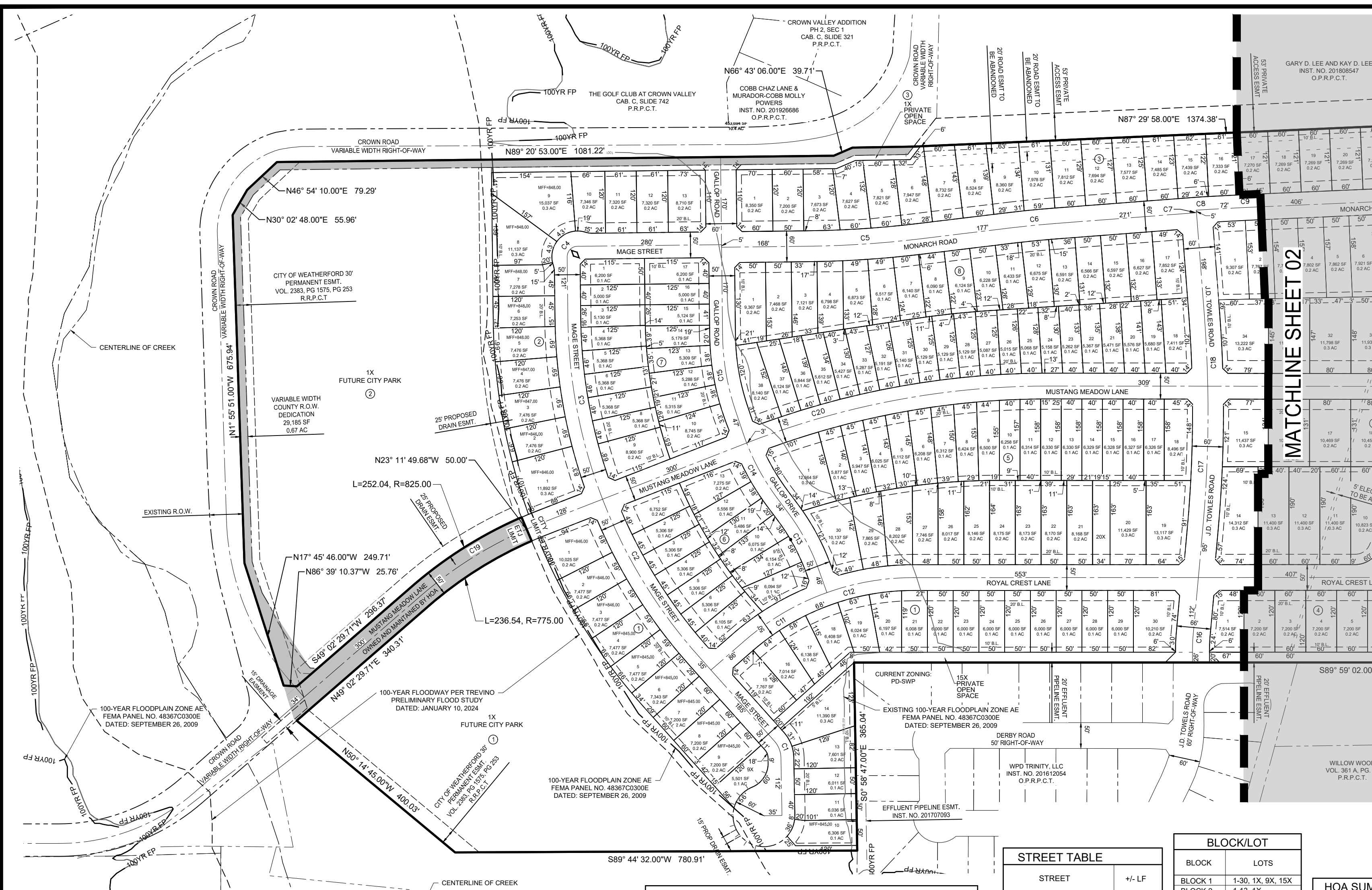
Staff have reviewed this request and recommend its approval.

EXHIBITS:

- Clearion Preliminary Plat

RECOMMENDED MOTION:

Motion to approve preliminary plat conditional with staff comments as presented.



LEGEND

- EASEMENTS
- APPRAISAL DISTRICT PARCELS
- LOT LINES
- PROPERTY BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- 100YR FP
- FEMA 100 YR FLOODPLAIN
- BUILDING LINES
- PHASE LINE BOUNDARY

SURVEYOR LEGEND

- IPS = IRON PEN SET
- IPF = IRON PEN FOUND
- IRS = IRON ROD SET
- IRP = IRON ROD FOUND

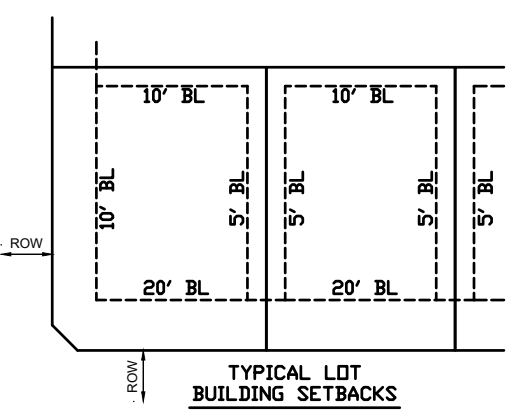
**PRELIMINARY PLAT
CERTIFICATE OF APPROVAL**

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ON _____

TMAPC/INCOG OFFICIAL

THIS APPROVAL IS VOID IF THIS PLAT IS NOT FILED IN THE OFFICE OF THE COUNTY CLERK ON OR BEFORE _____

COUNTY ENGINEER



TYPICAL MINIMUM LOT DIMENSIONS

WIDTH (FT)	40	50	60	80	120
DEPTH (FT)	120	120	120	125	165
AREA (SQFT)	5,000	6,000	7,200	10,000	19,800

**PRELIMINARY PLAT
CERTIFICATE OF APPROVAL**

APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ON THIS _____ DAY OF _____

MAYOR

CITY SECRETARY

I, _____, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

(SIGNATURE)

(DATE)

STREET TABLE

STREET	+/- LF
CROWN ROAD	220
MUSTANG MEADOW LANE	3,427
MAGE STREET	1,553
GALLOP ROAD	893
MONARCH ROAD	2,917
ROYAL CREST LANE	1,440
J.D. TOWLES ROAD	880

BLOCK/LOT

BLOCK	LOTS
BLOCK 1	1-30, 1X, 9X, 15X
BLOCK 2	1-13, 1X
BLOCK 3	1-40, 1X, 41X
BLOCK 4	1-26, 7X
BLOCK 5	1-30, 20X
BLOCK 6	1-13
BLOCK 7	1-17
BLOCK 8	1-38
BLOCK 9	1-34, 26X

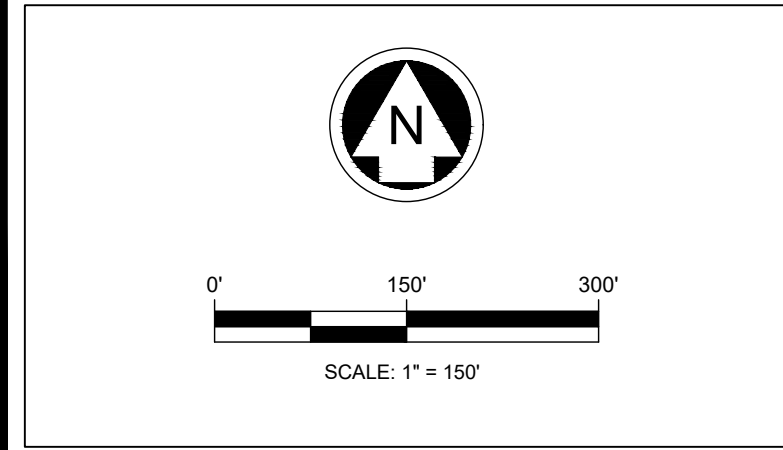
HOA SUMMARY

BLOCK	LOTS
BLOCK 1	1X, 9X, 15X
BLOCK 2	1X
BLOCK 3	1X, 41X
BLOCK 4	7X
BLOCK 5	20X
BLOCK 9	26X

LAND USE SUMMARY

USES	+/- ACRES	+/- SF	LOTS	RESIDENTIAL DENSITY (UNITS/AC)
PUBLIC RIGHT-OF-WAY (COUNTY)	0.67	29,185		
PUBLIC RIGHT-OF-WAY (CITY)	13.05	568,458		
SINGLE FAMILY	48.35	2,106,126	241	
PRIVATE OPEN SPACE	3.96	172,498	7	
PUBLIC PARK	16.34	711,770	2	
TOTALS	82.37	3,588,037	250	3.04

- NOTES:**
- PROPERTY IS IN THE CITY LIMITS OF WILLOW PARK.
 - PRESSURE REDUCING VALVES SHALL BE REQUIRED FOR ALL LOTS WITH GREATER THAN 80 PSI.
 - ALL PRIVATE OPEN SPACE LOTS WILL BE PRIVATELY OWNED AND MAINTAINED BY THE DEVELOPER OR THE HOA UNLESS NOTED OTHERWISE.
 - ALL R.O.W. SHOWN ARE PUBLIC. DIRECT VEHICULAR ACCESS FROM LOTS 17-18, BLOCK 8, LOTS 1-7 AND 47-48, BLOCK 3, LOTS 18-19, BLOCK 5, LOTS 1, 14 AND 15, BLOCK 4, 9-13, BLOCK 2, AND LOT 30, BLOCK 1 TO TOWLES RD WILL NOT BE ALLOWED.
 - A 10' UTILITY EASEMENT SHALL BE PROVIDED ALONG THE FRONTAGE OF ALL LOTS.



OWNER

SKORBURG ACQUISITIONS, LLC
8214 WESTCHESTER DR, STE 900
DALLAS, TX 75225
PHONE: 214-522-4945

DEVELOPER

SKORBURG ACQUISITIONS, LLC
8214 WESTCHESTER DR, STE 900
DALLAS, TX 75225
PHONE: 214-522-4945

PLANNER / ENGINEER

Westwood

Phone (817) 562-3350 9800 Hillwood Parkway, Suite 250
Toll Free (888) 937-5150 Fort Worth, TX 76177
westwoodps.com

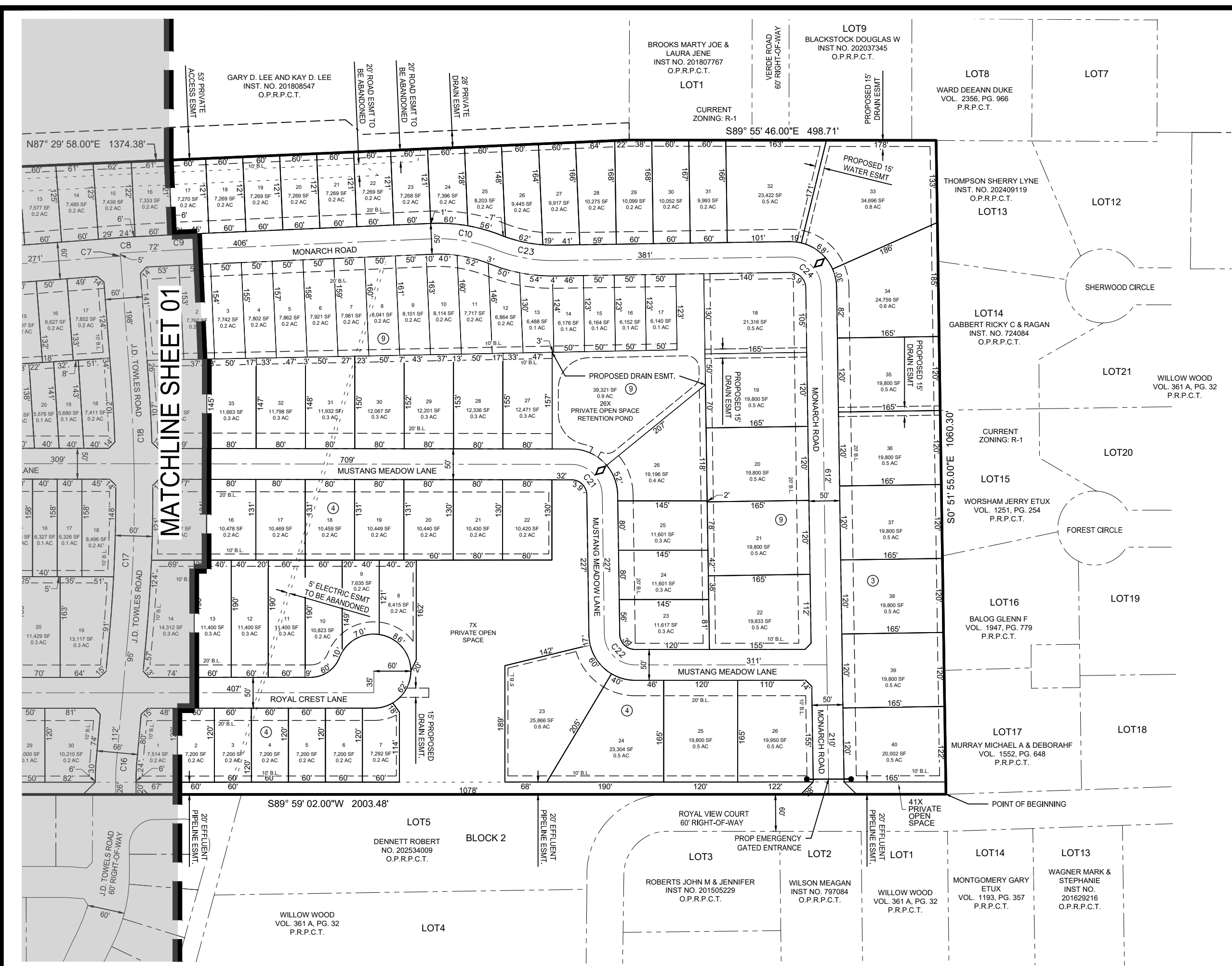
Westwood Professional Services, Inc.
TBE FIRM REGISTRATION NO. F-11755
TBPLS FIRM REGISTRATION NO. 10074301

A PRELIMINARY PLAT

CLEARION

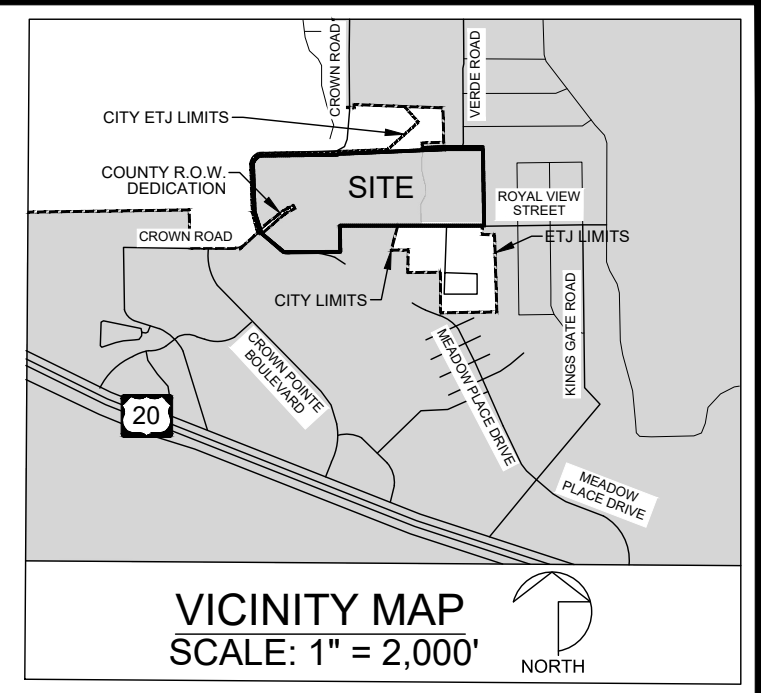
PLANNED DEVELOPMENT ZONING PD-CL
TOTAL ±81,706 GROSS ACRES OF LAND
SITUATED IN THE A. MCCARVER SURVEY, ABSTRACT 910, THE W. FRANKLIN SURVEY, ABSTRACT NUMBER 468, THE M.M. EDWARDS SURVEY, ABSTRACT 1955, & THE J.B. WYNN SURVEY, ABSTRACT 1637 SITUATED WITHIN THE CITY LIMITS OF WILLOW PARK, PARKER COUNTY, TEXAS.

241 RESIDENTIAL LOTS AND 9 OPEN SPACE/HOA LOTS
PREPARED APRIL 2026



CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C1	N21° 23' 34.62"W	34.85	35.600	50.00	35.60
C2	N31° 28' 40.85"W	358.02	359.958	1000.00	359.96
C3	N10° 54' 32.23"W	356.13	358.036	1000.00	358.04
C4	N44° 20' 53.00"E	28.28	31.416	20.00	31.42
C5	N86° 13' 36.41"E	217.80	217.913	2000.00	217.91
C6	N84° 22' 02.78"E	88.10	88.106	2000.00	88.11
C7	N85° 40' 12.37"E	4.22	4.221	2974.99	4.22
C8	N86° 26' 25.64"E	19.16	19.159	975.00	19.16
C9	N87° 14' 58.58"E	8.38	8.379	975.00	8.38
C10	S80° 23' 23.26"E	104.93	105.718	250.00	105.72
C11	S59° 40' 39.40"W	185.32	186.396	500.00	186.40
C12	S80° 10' 14.24"W	170.44	171.273	500.00	171.27
C13	N28° 15' 08.14"W	127.25	127.726	425.00	127.73
C14	N27° 43' 44.91"W	142.85	143.456	450.00	143.46
C15	N9° 37' 27.03"W	148.16	148.765	475.00	148.76
C16	S2° 34' 58.82"W	27.21	27.218	300.00	27.22
C17	S2° 00' 23.58"W	276.98	277.121	2500.00	277.12
C18	S2° 46' 11.22"E	139.67	139.693	2500.00	139.69
C19	N58° 52' 07.66"E	273.08	274.427	800.00	274.43
C20	N79° 22' 59.80"E	593.43	596.890	1600.00	596.89

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C21	S45° 23' 50.50"E	70.13	77.723	50.00	77.72
C22	S45° 26' 26.50"E	70.18	77.799	50.00	77.80
C23	S79° 34' 13.23"E	97.93	98.567	250.00	98.57
C24	S45° 51' 55.00"E	70.71	78.540	50.00	78.54



LEGEND		SURVEYOR LEGEND	
---	EASEMENTS	---	IPS = IRON PEN SET
---	APPRAISAL DISTRICT PARCELS	---	IPF = IRON PEN FOUND
---	LOT LINES	---	IRS = IRON ROD SET
---	PROPERTY BOUNDARY	---	IRP = IRON ROD FOUND
---	STREET CENTERLINE		
---	RIGHT OF WAY		
---	100YR FP		
---	FEMA 100 YR FLOODPLAIN		
---	BUILDING LINES		
---	PHASE LINE BOUNDARY		

DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE M. EDWARDS SURVEY, ABSTRACT NUMBER 1955, AND THE A. MCCARVER SURVEY, ABSTRACT NUMBER 910, PARKER COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND HEREIN AFTER REFERRED TO AS (TRACT 1) DESCRIBED BY DEED TO BROTHERS IN CHRIST PROPERTIES, LLC RECORDED IN INSTRUMENT NUMBER D202329094, AND A PORTION OF A TRACT OF LAND DESCRIBED BY DEED TO SAID BROTHERS IN CHRIST PROPERTIES, RECORDED IN INSTRUMENT NUMBER D202425676, BOTH OF THE OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 1, BEING THE SOUTHWEST CORNER OF LOT 17, BLOCK 1 OF WILLOW WOOD, AN ADDITION TO THE CITY OF WILLOW PARK, RECORDED IN VOLUME 361-A, PAGE 32, SAID COUNTY RECORDS, AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF ROYAL VIEW (A 60' RIGHT-OF-WAY) DEDICATED BY SAID WILLOW WOOD ADDITION:

THENCE S 89°59'02"W, 2003.48 FEET WITH THE NORTH LINE OF SAID WILLOW WOOD AND THE SOUTH LINE OF SAID TRACT 1, TO A POINT IN THE NORTH LINE OF LOT 2R, BLOCK 11 OF THE RESERVES AT TRINITY, AN ADDITION TO THE CITY OF WILLOW PARK, RECORDED IN CABINET E, SLIDE 726, SAID COUNTY RECORDS;

THENCE S 00°58'47"E, 365.04 FEET, CONTINUING WITH THE NORTH LINE OF SAID RESERVES AT TRINITY AND SAID SOUTH LINE;

THENCE S 89°44'32"W, 780.91 FEET, CONTINUING WITH SAID COMMON LINE;

THENCE N 50°14'45"W, 400.03 FEET, CONTINUING WITH SAID COMMON LINE;

THENCE DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID TRACT 1, THE FOLLOWING COURSES AND DISTANCES:

N 49° 02' 30" E, 340.31 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT:

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 236.54 FEET, THROUGH A CENTRAL ANGLE OF 17° 29' 14", HAVING A RADIUS OF 775.00 FEET, AND A LONG CHORD WHICH BEARS N 57° 47' 08" E, 235.62 FEET;

N 23° 11' 50" W, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 252.04 FEET, THROUGH A CENTRAL ANGLE OF 17° 30' 13", HAVING A RADIUS OF 825.00 FEET, AND A LONG CHORD WHICH BEARS S 57° 47' 36" W, 251.06 FEET;

S 49° 02' 30" W, 296.37 FEET;

THENCE N 86° 39' 10" W, 25.76 FEET, TO THE AFOREMENTIONED WEST LINE AND THE EAST RIGHT-OF-WAY LINE OF CROWN ROAD;

N 17°45'46"W, 249.71 FEET;

N 01°55'51"W, 675.94 FEET;

N 30°02'48"E, 55.98 FEET;

THENCE N 46°54'10"E, 79.29 FEET, TO THE NORTHWEST CORNER OF SAID TRACT 1;

THENCE WITH THE NORTH LINE OF SAID TRACT 1 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID CROWN ROAD, THE FOLLOWING BEARINGS AND DISTANCES:

N 89°20'53"E, 1081.22 FEET;

N 66°43'06"E, 39.71 FEET;

THENCE N 89°00'53"E, 118.64 FEET, TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED BY DEED TO GARY DALE LEE RECORDED IN VOLUME 738, PAGE 27, SAID COUNTY RECORDS;

THENCE N 87°29'58"E, 1374.38 FEET, DEPARTING SAID SOUTHWEST CORNER WITH SAID NORTH LINE TO THE SOUTHEAST CORNER OF SAID GARY DALE LEE TRACT, BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 7 OF SQUAW CREEK ESTATES WEST, AN ADDITION TO THE CITY OF WILLOW PARK, RECORDED IN CABINET A, SLIDE 144, SAID COUNTY RECORDS;

THENCE S 89°55'46"E, 498.71 FEET, WITH THE WEST LINE OF SAID SQUAW CREEK ESTATES WEST TO THE NORTHEAST CORNER OF SAID TRACT 1 AND BEING IN THE WEST LINE OF LOT 17, BLOCK 1 OF SAID WILLOW WOODS;

THENCE S 00°51'55"E, 1060.30 FEET, WITH THE EAST LINE OF SAID TRACT 1 AND THE NORTH LINE OF SAID WILLOW WOOD TO THE POINT OF BEGINNING AND CONTAINING 3,559,112 SQUARE FEET OR 81.706 ACRES OF LAND MORE OR LESS.

TO BE KNOWN AS:

CLEARION
 LOTS 1-30, 1X, 9X, 15X, BLOCK 1; LOTS 1-13, 1X, BLOCK 2; LOTS 1-42, 1X, 41X, BLOCK 3;
 LOTS 1-26, 7X, BLOCK 4; LOTS 1-30, 20X, BLOCK 5; LOTS 1-13, BLOCK 6;
 LOTS 1-17, BLOCK 7; LOTS 1-38, BLOCK 8; LOTS 1-34, 26X, BLOCK 9

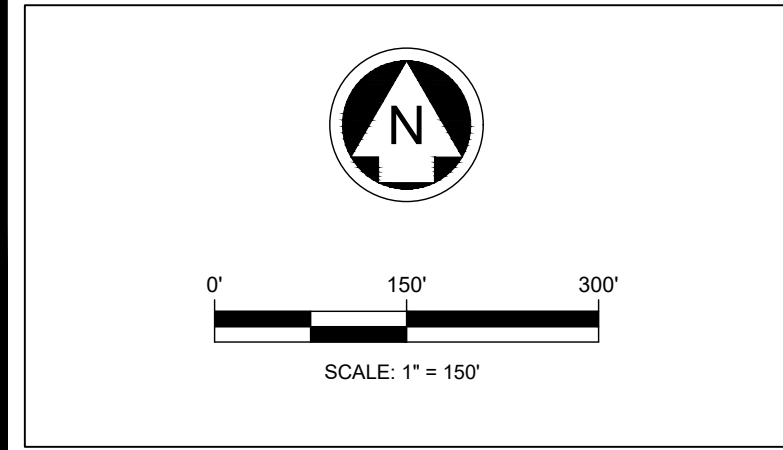
AN ADDITION TO THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS AND DO HEREBY DEDICATE TO THE PUBLIC'S USE FOREVER THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN HEREON, EXCEPT THOSE EASEMENTS AND RIGHTS-OF-WAY CREATED OR DEDICATED BY SEPARATE INSTRUMENT AS SHOWN HEREON.

PRELIMINARY OWNER'S DEDICATION LANGUAGE

NOW, THEREFORE, KNOW BY ALL MEN BY THESE PRESENTS, THAT TH WILLOW PARK, LLC ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED AGENTS, DOES HEREBY CERTIFY AND ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS CLEARION, AN ADDITION TO THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER, THE PUBLIC RIGHT-OF-WAY, EASEMENTS, AND ENCUMBRANCES SHOWN HEREON.

SKORBURG ACQUISITIONS, LLC, HEREIN CERTIFIES THE FOLLOWING:

- THE PUBLIC IMPROVEMENT AND DEDICATIONS SHALL BE FREE AND CLEAR OF ALL DEBT, LIENS, AND/OR ENCUMBRANCES.
- THE EASEMENTS, STREETS, AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED TO THE PUBLIC USE FOREVER FOR THE PURPOSES INDICATED OR SHOWN ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS IF APPROVED BY THE CITY.
- UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME EASEMENT, UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY THE PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND THE CITY'S USE THEREOF.
- THE CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS OR PUBLIC USE IN THE EASEMENTS.
- THE CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS OR PUBLIC USE WITHOUT THE NECESSITY OF PROCURING PERMISSION FROM ANYONE.
- ANY MODIFICATION OF THIS DOCUMENT SHALL BE BY MEANS OF PLAT AND SHALL BE APPROVED BY THE CITY.



OWNER

SKORBURG ACQUISITIONS, LLC
 8214 WESTCHESTER DR, STE 900
 DALLAS, TX 75225
 PHONE: 214-522-4945

DEVELOPER

SKORBURG ACQUISITIONS, LLC
 8214 WESTCHESTER DR, STE 900
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 PHONE: 214-522-4945

PLANNER / ENGINEER

Westwood

Phone (817) 562-3350 9800 Hillwood Parkway, Suite 250
 Toll Free (888) 937-5150 Fort Worth, TX 76177
 westwoodps.com

Westwood Professional Services, Inc.
 TBPL FIRM REGISTRATION NO. F-11756
 TBPLS FIRM REGISTRATION NO. 10074301

A PRELIMINARY PLAT

CLEARION

PLANNED DEVELOPMENT ZONING PD-CL
 TOTAL ±81,706 GROSS ACRES OF LAND
 SITUATED IN THE A. MCCARVER SURVEY, ABSTRACT 910, THE W. FRANKLIN SURVEY, ABSTRACT NUMBER 468, THE M.M. EDWARDS SURVEY, ABSTRACT 1955, & THE J.B. WYNN SURVEY, ABSTRACT 1637
 SITUATED WITHIN THE CITY LIMITS OF WILLOW PARK, PARKER COUNTY, TEXAS.

241 RESIDENTIAL LOTS AND 9 OPEN SPACE/HOA LOTS
 PREPARED APRIL 2026



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 28 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Mgr.
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AGENDA ITEM:

Discussion & Action: to consider a request for a change in zoning from a "Class II: Residential: 'R-1' Single-Family District" to a "Class III - Business: 'C' Commercial District. for the Bar-Ko Land Company LLC, the owner of all that certain 7.290 Acre tract of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas.

BACKGROUND:

**Rezoning Request: Residential (R-1) to Commercial (CIII)
Proposed Development: Tractor Supply Retail Store and TBD**

The applicant requests approval to rezone recently annexed approximately 7.290 Acres from R-1 (Single-Family Residential) to CIII (Commercial) to allow for the development of a Tractor Supply retail store and potential future commercial frontage. This use is consistent with the evolving commercial character of E Bankhead Hwy.

Planning and Zoning Commission passed this item unanimously 4-0.

Staff recommend its approval.

EXHIBITS:

- Preliminary Plat
- Site Development

RECOMMENDED MOTION:

Motion to approve zoning change as presented.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF PARKER §

WHEREAS BAR-KO LAND COMPANY LLC IS THE OWNER OF ALL THAT CERTAIN 7.290 ACRE TRACT OF LAND BEING SITUATED IN THE JAMES OXER SURVEY, ABSTRACT NUMBER 1029, PARKER COUNTY, TEXAS AND BEING ALL OF A CALLED 2,518 SQUARE FOOT TRACT OF LAND DESCRIBED IN A DEED TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202515735 OF THE DEED RECORDS OF SAID COUNTY AND BEING PART OF A CALLED 24.365 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202142647 OFF SAID DEED RECORDS, AND SAID 7.290 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON REBAR WITH CAP STAMPED "STEVENS SURVEYING" FOUND FOR THE CORNER OF A CALLED 0.82 ACRE RIGHT-OF-WAY DEDICATION DESCRIBED IN DOCUMENT NUMBER 202515356 OF SAID DEED RECORDS, BEING IN THE SOUTH LINE OF LOT 1, BLOCK 1 OF BANKHEAD COMMONS, RECORDED IN DOCUMENT NUMBER 202313961 OF THE PLAT RECORDS OF SAID COUNTY, AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO J.P. ELDER FAMILY LIMITED PARTNERSHIP RECORDED IN DOCUMENT NUMBER 201931531 OF SAID DEED RECORDS;

THENCE SOUTH 11°48'12" WEST, WITH THE COMMON LINE OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT AND SAID J.P. ELDER FAMILY LIMITED PARTNERSHIP TRACT, A DISTANCE OF 112.85 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" FOUND FOR THE SOUTHWEST CORNER OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT, AND THE POINT OF BEGINNING, FOR THE NORTHWEST CORNER HEREIN DESCRIBED;

THENCE WITH THE SOUTH LINE OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT, THE FOLLOWING COURSES AND DISTANCES;

NORTH 89°32'01" EAST, A DISTANCE OF 73.66 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS NORTH 51°48'16" EAST, A DISTANCE OF 73.54 FEET;

ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 75°35'11" AND AN ARC DISTANCE OF 79.15 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET AND A CHORD WHICH BEARS NORTH 51°46'21" EAST, A DISTANCE OF 24.48 FEET;

ALONG SAID CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 75°28'22" AND AN ARC DISTANCE OF 26.34 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR CORNER;

NORTH 89°32'01" EAST, A DISTANCE OF 95.05 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET FOR THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET AND A CHORD WHICH BEARS NORTH 83°17'46" EAST, A DISTANCE OF 71.71 FEET;

ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 12°28'31" AND AN ARC DISTANCE OF 71.85 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR CORNER;

NORTH 77°03'30" EAST, A DISTANCE OF 73.10 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS 7068" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 270.00 FEET AND A CHORD WHICH BEARS NORTH 83°18'06" EAST, A DISTANCE OF 58.72 FEET;

ALONG SAID CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 12°29'11" AND AN ARC DISTANCE OF 58.84 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR CORNER;

NORTH 89°32'41" EAST, A DISTANCE OF 141.16 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 180.00 FEET AND A CHORD WHICH BEARS NORTH 64°20'38" EAST, A DISTANCE OF 153.28 FEET;

ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 50°23'57" AND AN ARC DISTANCE OF 158.33 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET FOR CORNER;

NORTH 38°51'37" EAST, A DISTANCE OF 17.15 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET FOR THE NORTH CORNER OF SAID 2,518 SQUARE FOOT TRACT, BEING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST BANKHEAD HIGHWAY, A 80-FOOT-WIDE PUBLIC RIGHT-OF-WAY, FOR THE NORTHEAST CORNER HEREIN DESCRIBED;

THENCE SOUTH 51°09'59" EAST, WITH THE NORTHEAST LINE OF SAID 2,518 SQUARE FOOT TRACT, THE NORTHEAST LINE OF SAID 24.365 ACRE TRACT, AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST BANKHEAD HIGHWAY, A DISTANCE OF 183.65 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS 7068" SET FOR CORNER;

THENCE, IN OVER, AND THROUGH SAID 24.365 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 32°27'39" WEST, A DISTANCE OF 446.43 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS 7068" SET FOR THE SOUTHEAST CORNER HEREIN DESCRIBED;

SOUTH 89°32'45" WEST, A DISTANCE OF 707.58 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET IN THE COMMON LINE OF SAID 24.365 ACRE TRACT AND SAID J.P. ELDER FAMILY LIMITED PARTNERSHIP TRACT, FOR THE SOUTHWEST CORNER HEREIN DESCRIBED;

THENCE NORTH 11°48'12" EAST, WITH SAID COMMON LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7.290 ACRES, (317,544 SQUARE FEET) OF LAND.

STATE OF TEXAS §
COUNTY OF _____ §

THAT BAR-KO LAND COMPANY, LLC, OWNER OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DOES HEREBY DEDICATE IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRACTOR SUPPLY ADDITION

AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY _____ DULY AUTHORIZED AGENT _____ DATE

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY DID PERSONALLY APPEAR _____, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS DATE

PLAT NOTES

- 1. THE PUBLIC IMPROVEMENTS AND DEDICATIONS SHALL BE FREE AND CLEAR OF ALL DEBT, LIENS AND/OR ENCUMBRANCES.
2. THE PUBLIC EASEMENTS, PUBLIC STREETS, AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER FOR THE PURPOSES INDICATED OR SHOWN ON THIS PLAT.
3. NO BUILDINGS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS AND APPROVED BY THE CITY.
4. THE CITY IS NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, UNDER OR OVER ANY EASEMENTS CAUSED BY MAINTENANCE OR REPAIR.
5. UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY THE PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND THE CITY'S USE THEREOF.
6. THE CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS OR PUBLIC USE IN THE EASEMENTS.
7. UNLESS AS PROVIDED FOR IN A SEPARATE INSTRUMENT, THE CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE A RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS OR PUBLIC USE WITHOUT THE NECESSITY OF PROCURING THE PERMISSION FROM ANYONE.
8. ANY MODIFICATION OF THIS DOCUMENT SHALL BE BY MEANS OF PLAT AND SHALL BE APPROVED BY THE CITY.
9. WATER SERVICE FOR SUBJECT PROPERTY TO BE PROVIDED BY PUBLIC WATER MAIN EXTENSION. SANITARY SEWER SERVICE WILL BE PROVIDED AT A LATER DATE - ON SITE SEPTIC SYSTEMS WILL BE UTILIZED UNTIL PUBLIC MAIN IS MADE AVAILABLE TO SUBJECT PROPERTY.

GENERAL NOTES

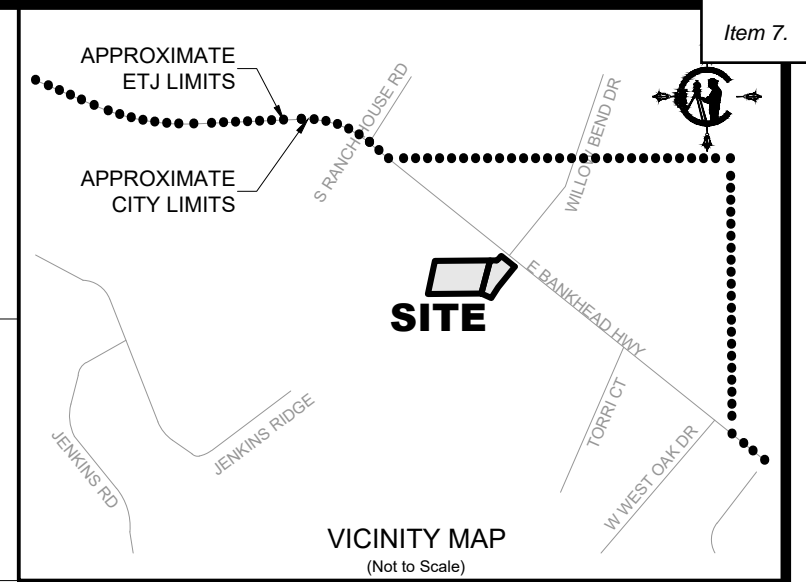
- 1. THE PROPERTY IS SITUATED IN THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS.
2. THE CITY OF WILLOW PARK IS NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, ON OR OVER ANY EASEMENTS DEDICATED TO THE CITY OF WILLOW PARK AS A RESULT OF REPAIR, MAINTENANCE OR REPLACEMENT.
3. THE PROPERTY IS LOCATED IN THE ALEDO ISD.
4. THE PROPERTY IS TO BE SERVED BY THE WILLOW PARK FIRE DEPARTMENT.
5. ALL STORM WATER DETENTION FACILITIES ARE TO BE PRIVATELY OWNED AND MAINTAINED.

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48367C0425F, WHICH BEARS AN EFFECTIVE DATE OF APRIL 5, 2019, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

BASIS OF BEARINGS NOTE:

BEARINGS AND DISTANCES ARE BASED ON U.S. STATE PLANE NAD 1983 COORDINATES, TEXAS NORTH CENTRAL ZONE (4202). VERTICAL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



ZONING INFORMATION

AWAITING ZONING CLASSIFICATION TO BE RE-ZONED PRIOR TO PLAT RECORDATION

SURVEYOR'S CERTIFICATION

I, LINDSAY JO GROSECLOSE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF TITLE 25 OF THE CITY OF WILLOW PARK LAND DEVELOPMENT CODE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY DIRECTION AND SUPERVISION.

PLAT COMPLETION DATE: JUNE 17, 2025.

LINDSAY JO GROSECLOSE, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7068

APPROVED BY THE CITY OF WILLOW PARK

MAYOR DATE

ATTEST:

CITY SECRETARY



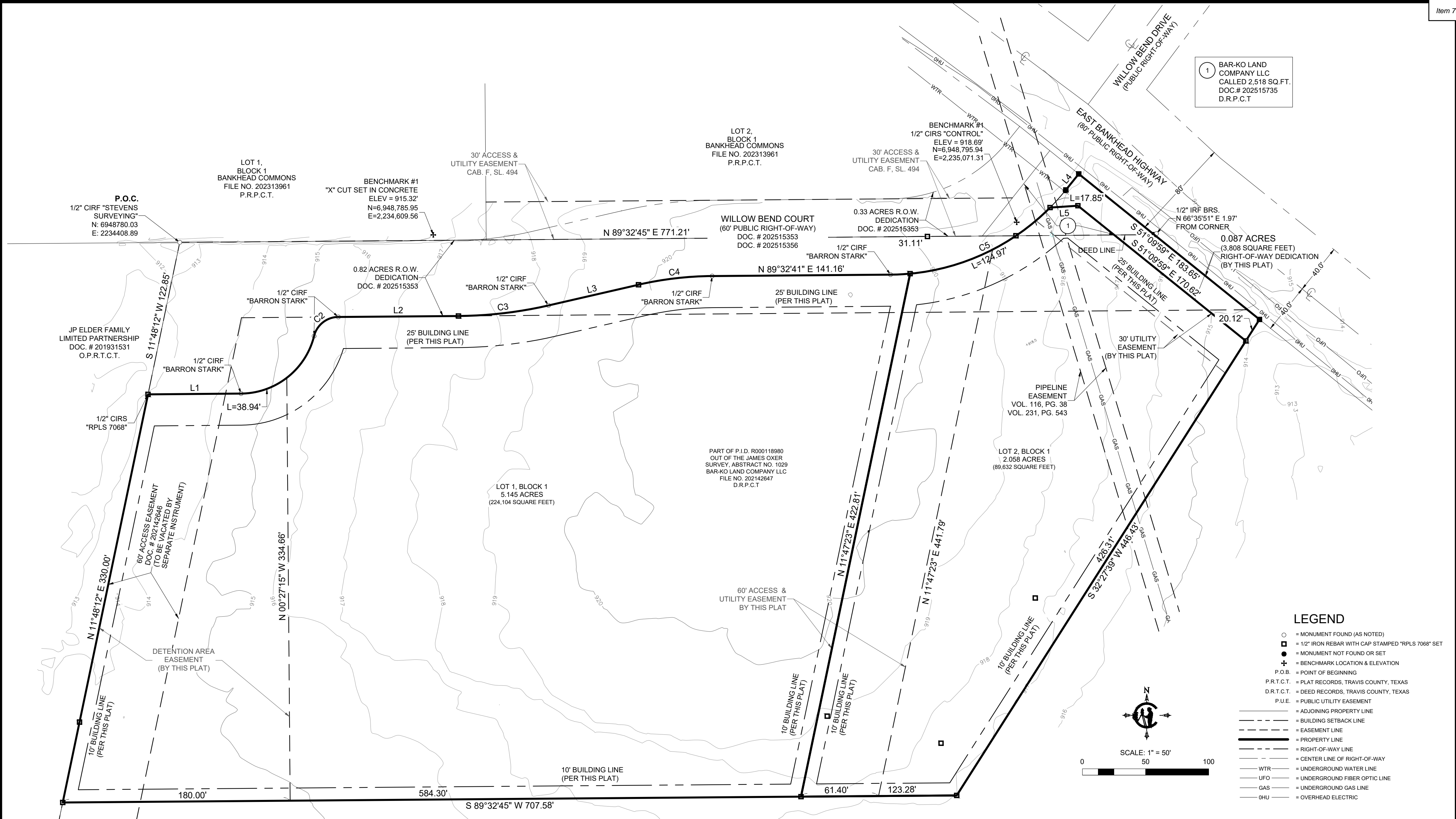
PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PRELIMINARY PLAT
TRACTOR SUPPLY ADDITION
7.290 ACRES
LOT 1 AND LOT 2, BLOCK 1,
IN THE JAMES OXER SURVEY, ABSTRACT NO. 1029
CITY OF WILLOW PARK
PARKER COUNTY, TEXAS

Date: OCTOBER 2025 Drawn: CDM Checked: LJG Scale: N/A Sheet: 1 of 2

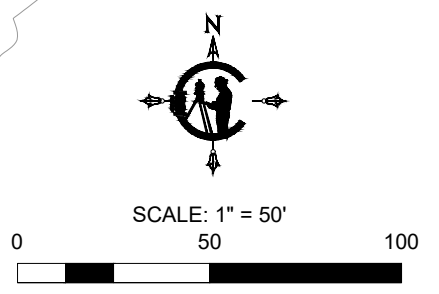
OWNER/DEVELOPER:
BAR-KO LAND COMPANY LLC
2121 McCLENDON ROAD
WEATHERFORD, TX76088
(817) 253-2494

CROWLEY SURVEYING
FRN:10046500
117 West Archer Street
Jacksboro, TX 76458
(469) 850-CPLS(2757)
INFO@crowleysurveying.com
CROWLEY SURVEYING logo



1 BAR-KO LAND COMPANY LLC CALLED 2,518 SQ.FT. DOC.# 202515735 D.R.P.C.T

- LEGEND**
- = MONUMENT FOUND (AS NOTED)
 - ◻ = 1/2" IRON REBAR WITH CAP STAMPED "RPLS 7068" SET
 - = MONUMENT NOT FOUND OR SET
 - ⊕ = BENCHMARK LOCATION & ELEVATION
 - P.O.B. = POINT OF BEGINNING
 - P.R.T.C.T. = PLAT RECORDS, TRAVIS COUNTY, TEXAS
 - D.R.T.C.T. = DEED RECORDS, TRAVIS COUNTY, TEXAS
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - = ADJOINING PROPERTY LINE
 - - - = BUILDING SETBACK LINE
 - - - = EASEMENT LINE
 - = PROPERTY LINE
 - - - = RIGHT-OF-WAY LINE
 - - - = CENTER LINE OF RIGHT-OF-WAY
 - WTR = UNDERGROUND WATER LINE
 - UFO = UNDERGROUND FIBER OPTIC LINE
 - GAS = UNDERGROUND GAS LINE
 - OHU = OVERHEAD ELECTRIC



PRELIMINARY PLAT
TRACTOR SUPPLY ADDITION
7.290 ACRES
 LOT 1 AND LOT 2, BLOCK 1,
 IN THE JAMES OXER SURVEY, ABSTRACT NO. 1029
 CITY OF WILLOW PARK
 PARKER COUNTY, TEXAS

Date: OCTOBER 2025 | Drawn: CDM | Checked: LJG | Scale: 1" = 50' | Sheet: 2 of 2

OWNER/DEVELOPER:
 BAR-KO LAND COMPANY LLC
 2121 McCLENDON ROAD
 WEATHERFORD, TX 76088
 (817) 253-2494

CROWLEY SURVEYING
 FRN:10046500
 117 West Archer Street
 Jacksboro, TX 76458
 (469) 850-CPLS(2757)
 INFO@crowleysurveying.com

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°32'01"E	73.66'
L2	N89°32'01"E	95.05'
L3	N77°03'30"E	73.10'
L4	N38°51'37"E	17.15'
L5	N86°11'13"E	22.09'

CURVE TABLE						
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C2	26.34'	20.00'	75°28'22"	N51°46'21"E	24.48'	
C3	71.85'	330.00'	12°28'31"	N83°17'46"E	71.71'	
C4	58.84'	270.00'	12°29'11"	N83°18'06"E	58.72'	
C5	158.33'	180.00'	50°23'57"	N64°20'38"E	153.28'	

BUILDING & OUTDOOR DISPLAY AREAS

v2.0

G+ Texas Willow Park, TX

SALES:	15,416	15,416
STOCK/FEED:	4,945	4,945
TOTAL:	20,361	20,361
FOD:	21,110	22,360
LGC:	2,640	2,640
FORAGE:	1,250	0
TRAILER:	3,000	3,000
SIDEWALK:	4,325	4,325
IOD:	0	0
DISPLAY TOTAL:	32,325	32,325

DESIGN CHECKLIST

v2.0

- LGC
- FEED CENTER
- PROPANE
- IOD
- FOD
- TRAILER & EQUIP.
- SIDEWALK DISPLAY
- PYLON SIGN
- FORAGE SHED
- STANDARD SIGNAGE (BLDG & SITE)
- HIGH CRIME SCOPE - CAP SCORE: _____
- GOOD NEIGHBOR SCOPE (SITE LEGEND)

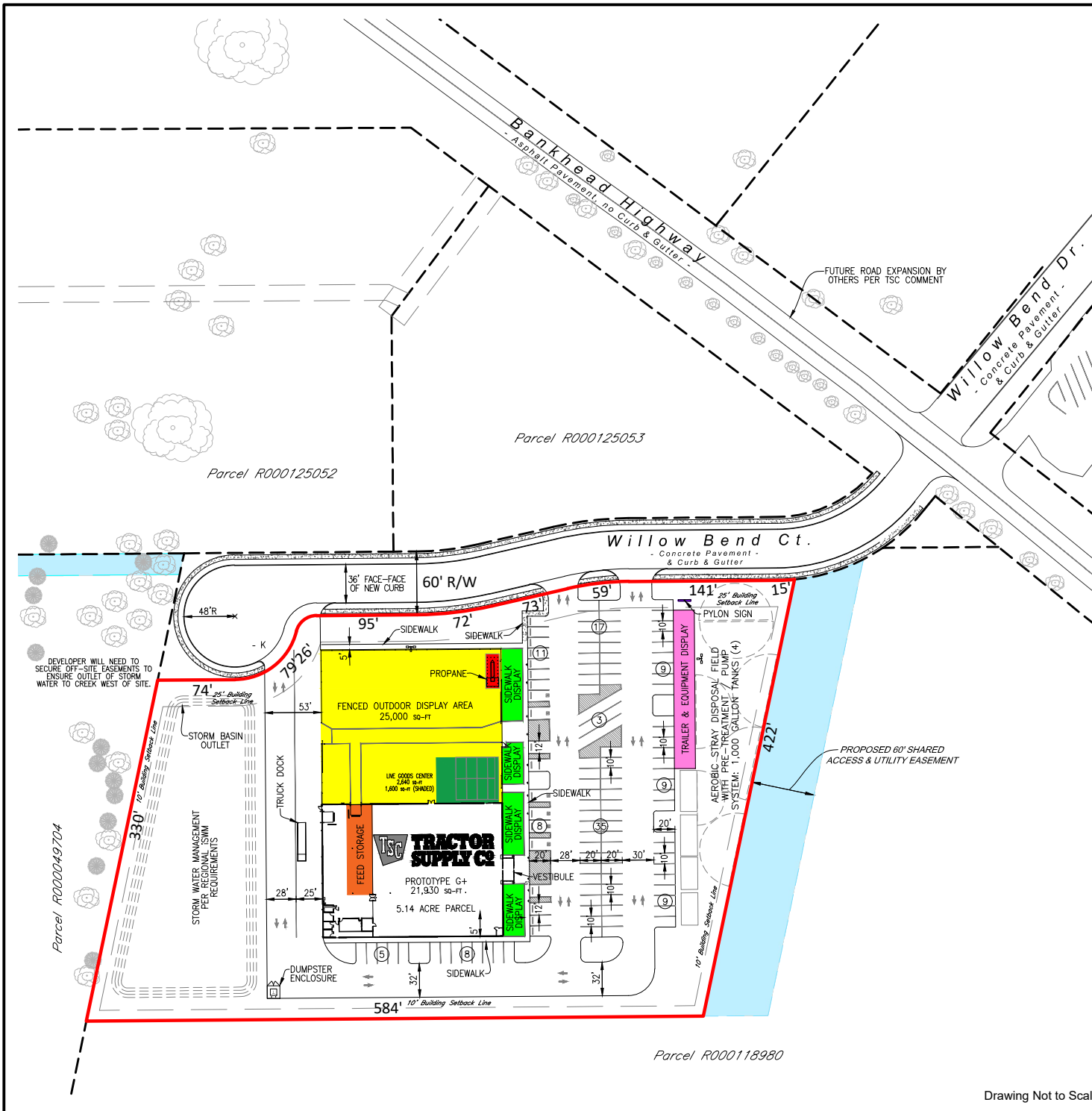
SITE LEGEND

v2.0

- PROPERTY LINE
- DEMISED PREMISES
- GOOD NEIGHBOR SCOPE

GOOD NEIGHBOR OPTIONS:

- TIER 1 - LIGHT SHIELDING
- TIER 2 - SECURITY LIGHTING
- TIER 3 - PROPERTY TRASH SCREEN
- TIER 4 - FOD VISIBILITY SCREEN
- TIER 5 - PROPERTY VISIBILITY OR SOUND SCREEN (FENCE OR WALL)
- TIER 6 - PROPERTY LANDSCAPE BUFFER



**CITY OF WILLOW PARK
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF WILLOW PARK, AMENDING THE ZONING ORDINANCE TO REZONE A TRACT OF LAND CONSISTING OF SEVEN (7.29) ACRES MORE OR LESS, SITUATED IN THE JAMES OXER SURVEY ABSTRACT NUMBER 1029 IN THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS HERETOFORE ZONED AS CLASS II RESIDENTIAL “R-1” SINGLE FAMILY DISTRICT REZONED TO CLASS III; BUSINESS “C” COMMERCIAL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF UP TO \$2,000 PER DAY; PROVIDING REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE..

WHEREAS, the City of Willow Park, Texas, is a Type A general-law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Property Owner, Bar-Ko Land Company, LLC, requested a zoning change, subsequent to annexation, from "Class II: Residential: 'R-1' Single-Family District to the "Class III - Business: 'C' Commercial District being a 7.290 Acre tract of land being situated in the James OXer Survey, Abstract Number 1029, Parker County, Texas.in Willow Park, Parker County, Texas (the “Property”); and

WHEREAS, in accordance with Section 14.11.002 of the Willow Park Code of Ordinances, Chapter 14 Zoning upon annexation the 7.290 acres of land is initially zoned as Class II – Residential “R-1” Single Family District, and permanent zoning shall occur after public hearings and consideration by the planning and zoning commission, and the city council and;

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication, and procedural requirements of the rezoning of the Property; and

WHEREAS, after considering the information submitted at the public hearing and all other relevant information and materials, on April 21, 2026, the Planning and Zoning Commission of the City recommended to the City Council approval of the zoning change; and

WHEREAS, the City of Willow Park, Texas does hereby deem it advisable and in the public interest to amend Willow Park Zoning Ordinance and rezone this property as set forth below.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment to Zoning. The Zoning Ordinance, set out in Chapter 14 of the Willow Park Code of Ordinances, and the Official Zoning Map are hereby amended as follows:

The zoning designation of the below described property containing 7.290 Acre tract of land being situated in the James Ozer Survey, Abstract Number 1029, Parker County, Texas, in Willow Park, Parker County, Texas (the “Property”) and all street, roads, and alleyways contiguous and/or adjacent thereto with a base zoning subsequent to annexation of Class II – Residential “R-1” Single Family District is hereby zoned the to the Class III - Business: ”C” Commercial District.

The Property as a whole is more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

Three (3) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. Two (2) copies shall be filed with the City Secretary and retained as the original records and shall not be changed in any manner.
- b. One (1) copy shall be filed with the building inspector and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time to time be made of the official zoning district map.

SECTION 3. No Vested Interest/Repeal

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development Zone or any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4. Unlawful Use of Premises.

It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Willow Park, Texas except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Willow Park’s various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

SECTION 6. Savings/Repeal Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

SECTION 8. Penalty. Any person, firm, entity, or corporation who violates any provision of this Ordinance or the code of ordinances, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction, therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 9. Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, this the ____ day of April 2026.

APPROVED:

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

Wm. A. Messer, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

WHEREAS BAR-KO LAND COMPANY LLC IS THE OWNER OF ALL THAT CERTAIN 7.290 ACRE TRACT OF LAND BEING SITUATED IN THE JAMES OXER SURVEY, ABSTRACT NUMBER 1029, PARKER COUNTY, TEXAS AND BEING ALL OF A CALLED 2,518 SQUARE FOOT TRACT OF LAND DESCRIBED IN A DEED TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202515735 OF THE DEED RECORDS OF SAID COUNTY AND BEING PART OF A CALLED 24.365 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202142647 OFF SAID DEED RECORDS, AND SAID 7.290 ACRE TRACT OF LAND BEING MORE

PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON REBAR WITH CAP STAMPED "STEVENS SURVEYING" FOUND FOR THE CORNER OF A CALLED 0.82 ACRE RIGHT-OF-WAY DEDICATION DESCRIBED IN DOCUMENT NUMBER 202515356 OF SAID DEED RECORDS, BEING IN THE SOUTH LINE OF LOT 1, BLOCK 1 OF BANKHEAD COMMONS, RECORDED IN DOCUMENT NUMBER 202313961 OF THE PLAT RECORDS OF SAID COUNTY, AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO J.P. ELDER FAMILY LIMITED PARTNERSHIP RECORDED IN DOCUMENT NUMBER 201931531 OF SAID DEED RECORDS;

THENCE SOUTH 11°48'12" WEST, WITH THE COMMON LINE OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT AND SAID

J.P. ELDER FAMILY LIMITED PARTNERSHIP TRACT, A DISTANCE OF 112.85 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" FOUND FOR THE SOUTHWEST CORNER OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT, AND THE POINT OF BEGINNING, FOR THE NORTHWEST CORNER HEREIN DESCRIBED;

THENCE WITH THE SOUTH LINE OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT, THE FOLLOWING COURSES AND DISTANCES;

NORTH 89°32'01" EAST, A DISTANCE OF 73.66 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 60.00 FEET AND

A CHORD WHICH BEARS NORTH 51°48'16" EAST, A DISTANCE OF 73.54 FEET;

ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 75°35'11" AND AN ARC DISTANCE OF 79.15 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED

"BARRON/STARK" FOUND FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET AND A CHORD WHICH BEARS NORTH 51°46'21" EAST, A DISTANCE OF 24.48 FEET;

ALONG SAID CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 75°28'22" AND AN ARC DISTANCE OF 26.34

FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR CORNER;

NORTH 89°32'01" EAST, A DISTANCE OF 95.05 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET FOR THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET AND A CHORD

WHICH BEARS NORTH 83°17'46" EAST, A DISTANCE OF 71.71 FEET;

ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 12°28'31" AND AN ARC DISTANCE OF 71.85

FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR CORNER;

NORTH 77°03'30" EAST, A DISTANCE OF 73.10 FEET TO A 1/2 INCH IRON REBAR WITH

CAP STAMPED "RPLS 7068" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT,
 WITH A RADIUS OF 270.00 FEET AND A CHORD
 WHICH BEARS NORTH 83°18'06" EAST, A DISTANCE OF 58.72 FEET;
 ALONG SAID CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 12°29'11" AND AN
 ARC DISTANCE OF 58.84
 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND
 FOR CORNER;
 NORTH 89°32'41" EAST, A DISTANCE OF 141.16 FEET TO A 1/2 INCH IRON REBAR WITH
 A CAP STAMPED "BARRON/STARK" FOUND FOR THE BEGINNING OF A CURVE TO
 THE LEFT, WITH A RADIUS OF 180.00 FEET
 AND A CHORD WHICH BEARS NORTH 64°20'38" EAST, A DISTANCE OF 153.28 FEET;
 ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 50°23'57" AND AN
 ARC DISTANCE OF 158.33
 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET FOR
 CORNER;
 NORTH 38°51'37" EAST, A DISTANCE OF 17.15 FEET TO A 1/2 INCH IRON REBAR WITH A
 CAP STAMPED "RPLS 7068" SET FOR THE NORTH CORNER OF SAID 2,518 SQUARE
 FOOT TRACT, BEING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST BANKHEAD
 HIGHWAY, A 80-FOOT-WIDE PUBLIC RIGHT-OF-WAY, FOR THE
 NORTHEAST CORNER HEREIN DESCRIBED;
 THENCE SOUTH 51°09'59" EAST, WITH THE NORTHEAST LINE OF SAID 2,518 SQUARE
 FOOT TRACT, THE NORTHEAST LINE OF SAID 24.365 ACRE TRACT, AND SAID
 SOUTHWEST RIGHT-OF-WAY LINE OF EAST BANKHEAD HIGHWAY, A DISTANCE OF
 183.65 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS 7068"
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 THENCE, IN OVER, AND THROUGH SAID 24.365 ACRE TRACT THE FOLLOWING
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 SOUTH 89°32'45" WEST, A DISTANCE OF 707.58 FEET TO A 1/2 INCH IRON REBAR WITH
 A CAP STAMPED "RPLS 7068" SET IN THE COMMON LINE OF SAID 24.365 ACRE TRACT
 AND SAID J.P. ELDER FAMILY LIMITED
 PARTNERSHIP TRACT, FOR THE SOUTHWEST CORNER HEREIN DESCRIBED;
 THENCE NORTH 11°48'12" EAST, WITH SAID COMMON LINE, A DISTANCE OF 330.00
 FEET TO THE POINT OF BEGINNING, CONTAINING 7.290 ACRES, (317,544 SQUARE
 FEET) OF LAND



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 28 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Mgr.
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AGENDA ITEM:

Discussion & Action: to consider request for change in zoning from “Class II: Residential: ‘R-1’ Single-Family District” to a “Class III - Business: "LR" Local Retail District” being a .80 acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Subdivision of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 all in Parker County, Texas further identified as being a portion of Parker County Appraisal District as Property ID#9527.

BACKGROUND:

Mayor and Council, this item was presented to you before as Commercial. It was advised to be more restrictive, such as Local Retail. In the process, the property owner lost his buyer.

6603 E Bankhead Hwy is currently surrounded by businesses in the County, and legal nonconforming commercial businesses on all sides except the North and East.

The owner is requesting a local retail change for a proposed Optometrist’s office.

This item was presented to P&Z on the 21st and passed unanimously 4-0.

STAFF RECOMMENDATION:

The City Staff have reviewed this request and recommend its approval.

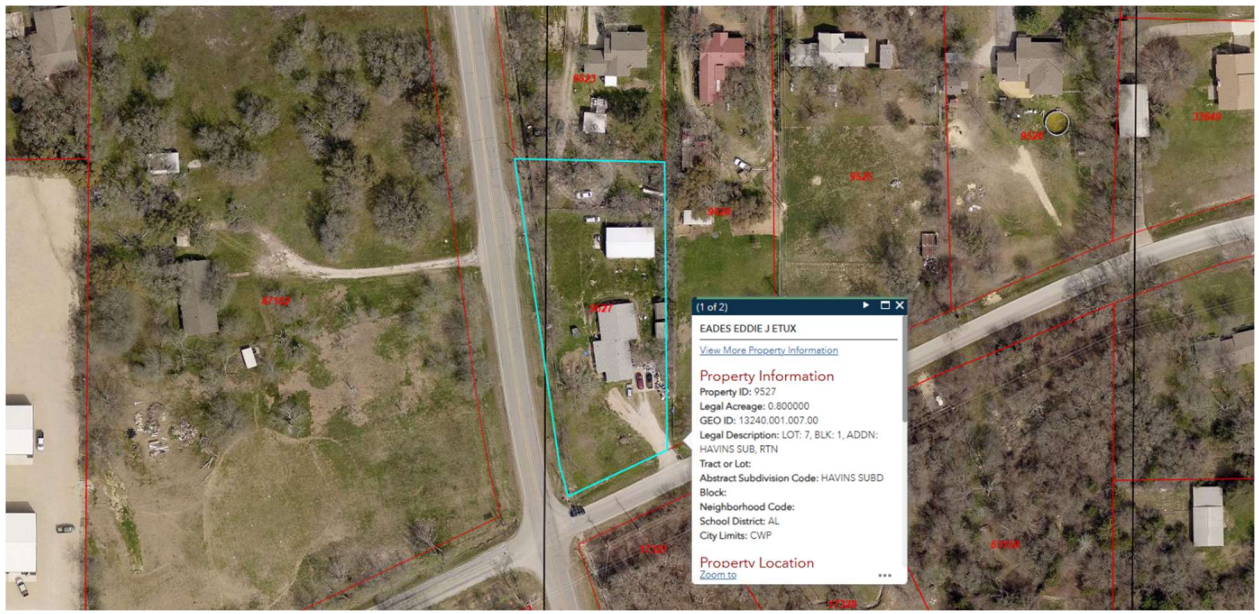
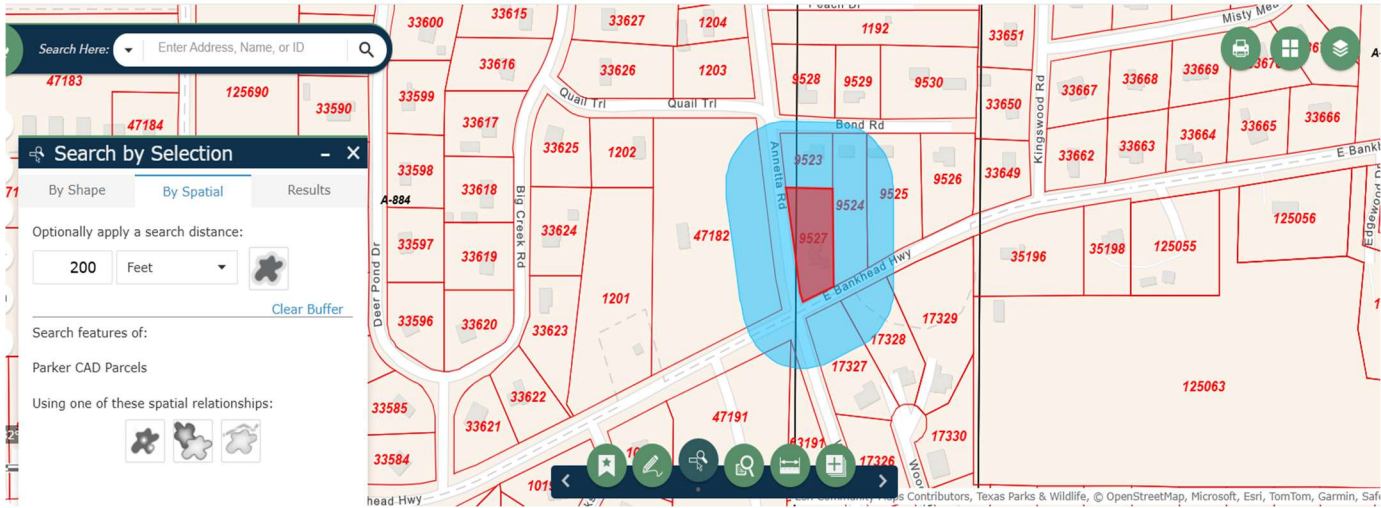
EXHIBITS:

- Aerial of Property

RECOMMENDED MOTION:

Motion to approve zoning change as presented.

gis.bisclient.com/parkercad/



**CITY OF WILLOW PARK
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF WILLOW PARK, AMENDING THE ZONING OF A TRACT OF LAND CONSISTING OF 0.8 ACRES , SITUATED IN THE MCKINNEY AND WILLIAMS SURVEY ABSTRACT NUMBER 954 AND THE I&G.N.RR CO. ABSTRACT 1998, IN THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS HERETOFORE ZONED AS CLASS II RESIDENTIAL “R-1” SINGLE FAMILY DISTRICT REZONED TO CLASS III; BUSINESS “LR” LOCAL RETAIL DISTRICT; AMENDING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY OF UP TO \$2,000 PER DAY; PROVIDING REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE..

WHEREAS, the City of Willow Park, Texas, is a Type A general-law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Property Owner, Eddie Joe Eades, requested a zoning change, from "Class II: Residential: 'R-1' Single-Family District" to a "Class III - Business: “LR” Local Retail District, being an 0.80 acre tract of land in the Havins Subdivision Block 1 of said Havins Subdivision of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 in Willow Park, Parker County, Texas (the “Property”); and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication, public hearings, and procedural requirements of the rezoning of the Property; and

WHEREAS, after considering the information submitted at the public hearing and all other relevant information and materials, on April 21, 2026, the Planning and Zoning Commission of the City recommended to the City Council approval of the zoning change; and

WHEREAS, the City of Willow Park, Texas does hereby deem it advisable and in the public interest to amend Willow Park Zoning Ordinance and rezone this property as set forth below.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment to Zoning. The Zoning Ordinance, set out in Chapter 14 of the Willow Park Code of Ordinances, and the Official Zoning Map are hereby amended as follows:

The zoning designation of the below described property containing, 0.80 acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Subdivision of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998, in Willow Park, Parker County, Texas (the "Property") is hereby changed from Class II – Residential "R-1" Single Family District and is hereby zoned to "Class III - Business: "LR" Local Retail District. The Property as a whole is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Three (3) original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. Two (2) copies shall be filed with the City Secretary and retained as the original records and shall not be changed in any manner.
- b. One (1) copy shall be filed with the building inspector and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time to time be made of the official zoning district map.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development Zone or any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4. Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Willow Park, Texas except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Willow Park's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

SECTION 6. Savings/Repeal Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared

unconstitutional by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

SECTION 8. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the code of ordinances, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction, therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 9. Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, this the ____ day of April 2026.

APPROVED:

Teresa Palmer, Mayor

ATTEST:

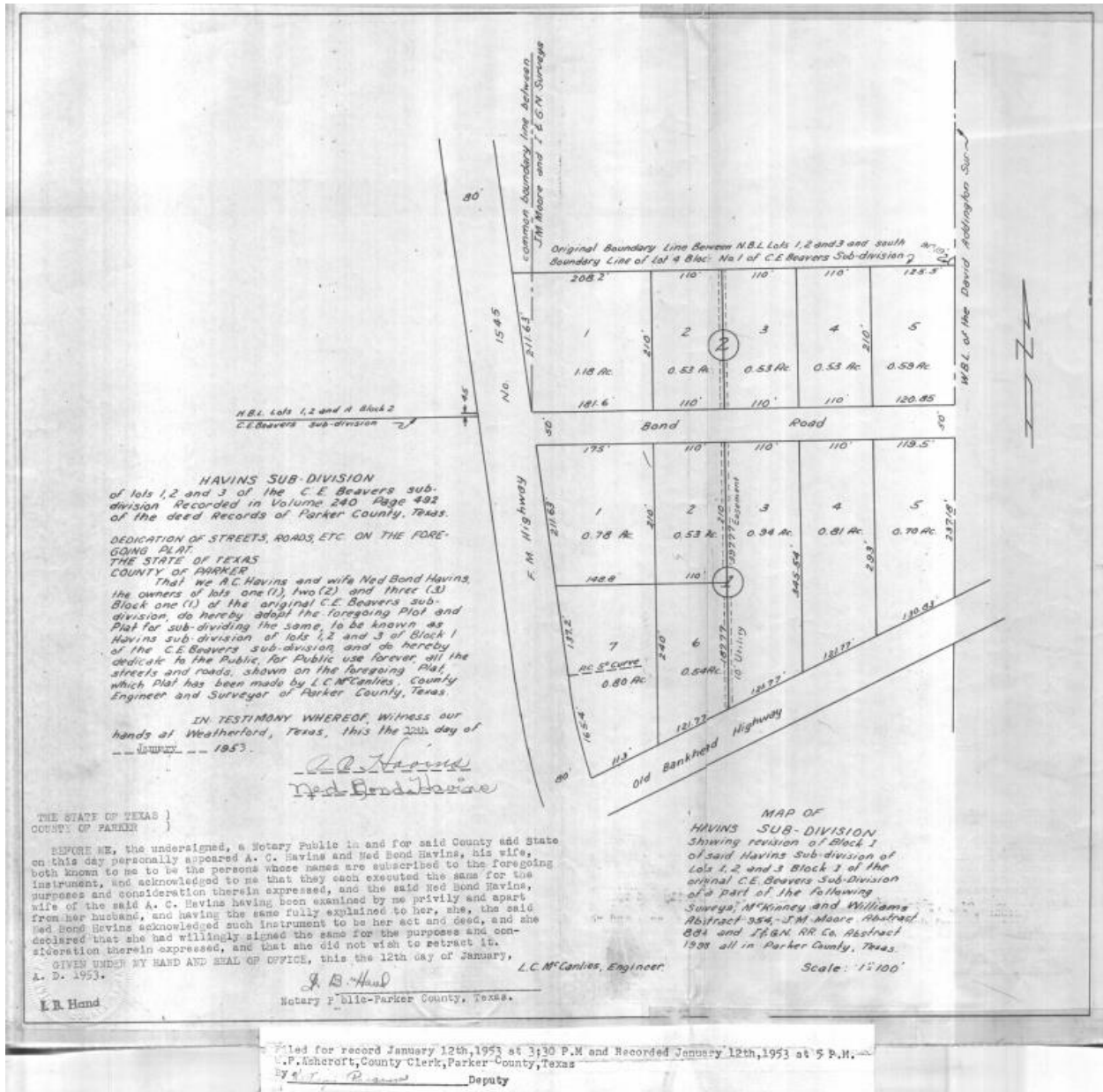
Deana McMullen, City Secretary

Wm. A. Messer, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Description: being a 0.80-acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Subdivision of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 all in Parker County, Texas further identified as being a portion of Parker County Appraisal District as Property ID#9527. Also known as 6603 E Bankhead Hwy, Legal: Acres: 0.800, Subd: HAVINS SUBD, LOT: 7, BLK: 1, ADDN: HAVINS SUB, RTN





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 28th, 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Mgr.
--	--	--

AGENDA ITEM:

Discussion & Action: to consider approval of a Specific Use Permit (SUP) to allow for existing pole sign to be updated to an Electronic, Informative Digital Message Sign for Trinity Christian Academy, an approximately 4.392-acre tract legally described as Lot 2 Block 1 of the Trinity Church Properties Subdivision in Parker County Appraisal District as Property ID 96818.

BACKGROUND:

City staff received an application for SUP for an electronic sign on existing pole sign at Trinity Christian Academy. The height is not to change, and the sign should remain informative and not change too frequently. The City Staff have reviewed this request and recommend its approval with conditions that the sign changes once a day at off hours.

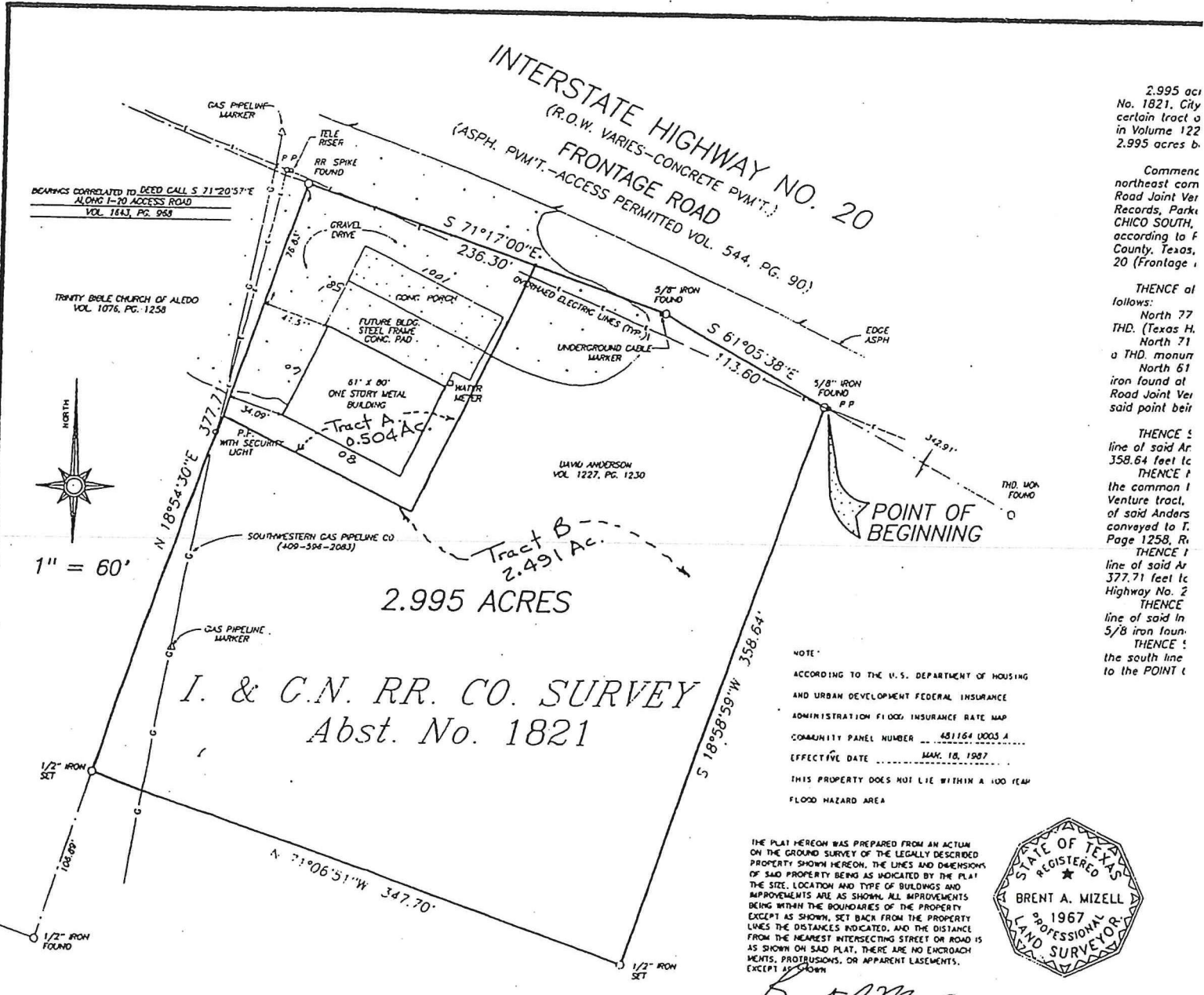
Planning and Zoning Commission approved with a unanimous vote of 4-0

EXHIBITS:

- SUP - Sign Plans

RECOMMENDED MOTION:

Motion to approve SUP as presented.



2.995 ac
No. 1821, City
certain tract a
in Volume 122
2.995 acres b

Commenc
northeast corn
Road Joint Ven
Records, Park
CHICO SOUTH,
according to F
County, Texas,
20 (Frontage

THENCE of
follows:
North 77
THD. (Texas H.
North 71
a THD. monur
North 61
iron found at
Road Joint Ven
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THENCE S
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Venture tract,
of said Anders
conveyed to T.
Page 1258, R.
THENCE T
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Highway No. 2
THENCE T
line of said in
5/8 iron found
THENCE S
the south line
to the POINT

NOTE
ACCORDING TO THE U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT FEDERAL INSURANCE
ADMINISTRATION FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NUMBER 481164 0003 A
EFFECTIVE DATE MAY, 18, 1987
THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR
FLOOD HAZARD AREA

THE PLAT HEREON WAS PREPARED FROM AN ACTUAL
ON THE GROUND SURVEY OF THE LEGALLY DESCRIBED
PROPERTY SHOWN HEREON. THE LINES AND DIMENSIONS
OF SAID PROPERTY BEING AS INDICATED BY THE PLAT
OF THE SITE, LOCATION AND TYPE OF BUILDINGS AND
IMPROVEMENTS ARE AS SHOWN. ALL IMPROVEMENTS
BEING WITHIN THE BOUNDARIES OF THE PROPERTY
EXCEPT AS SHOWN, SET BACK FROM THE PROPERTY
LINES THE DISTANCES INDICATED, AND THE DISTANCE
FROM THE NEAREST INTERSECTING STREET OR ROAD IS
AS SHOWN ON SAID PLAT. THERE ARE NO ENCROACH
MENTS, PROTRUSIONS, OR APPARENT EASEMENTS,
EXCEPT AS SHOWN



Brent A. Mizell
BRENT A. MIZELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 1967
APRIL 14, 1997

MIZELL LAND SURVEYING, INC.
513 North Highway 1187
P.O. Box 419 Nedo, Texas 76008
(817) 441-6199 (817) 598-1284

RANCH HOUSE ROAD JOINT VENTURE
VOL. 1643, PG. 980

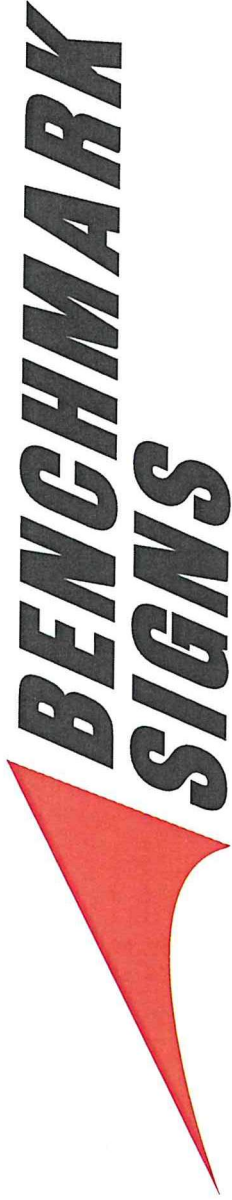
Added Tracts A & B 6-28-99

CUSTOMER: TRINITY CHRISTIAN ACADEMY / 4954 EAST I-20 SERVICE ROAD SOUTH / WILLOW PARK / TX / 76087

DESIGNER: GTE

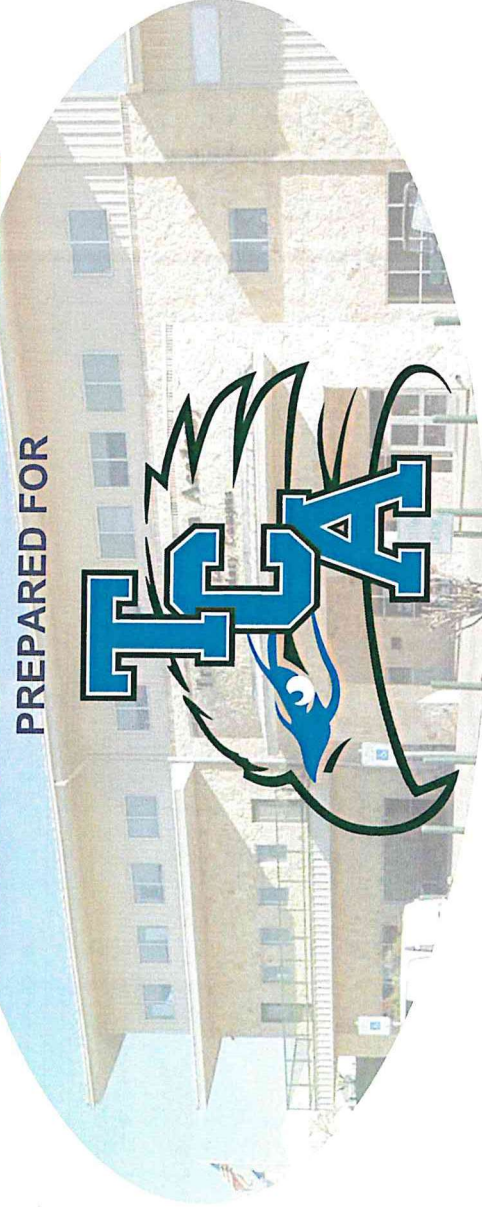
PROPOSED BY: April S. Carney

Primary Pylon Monument Design
02/24/2024



ARCHITECTURAL SIGNAGE

EXTERIOR PYLON SIGNAGE DESIGN



All designs and drawings attached herein are copyrighted and may not be reused, duplicated or used for any purpose other than to facilitate implementation of the signs systems for the specific project they were prepared for without the express written consent of Benchmark Sign Company.

PROPOSAL:

CUSTOMER: WATCHFIRE-TCA / TRINITY CHRISTIAN ACADEMY / EXTERIOR SIGNAGE DESIGN OVERVIEW

Designer: George Barik

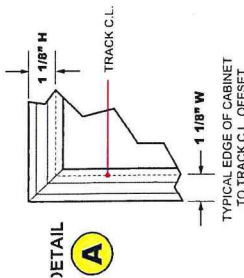
LOCATION SITE SIGNAGE
4954 EAST INTERSTATE 20 SERVICE ROAD SOUTH / WILLOW PARK / TX / 76087

Primary Polyn Sign Design SCALE: 1:16

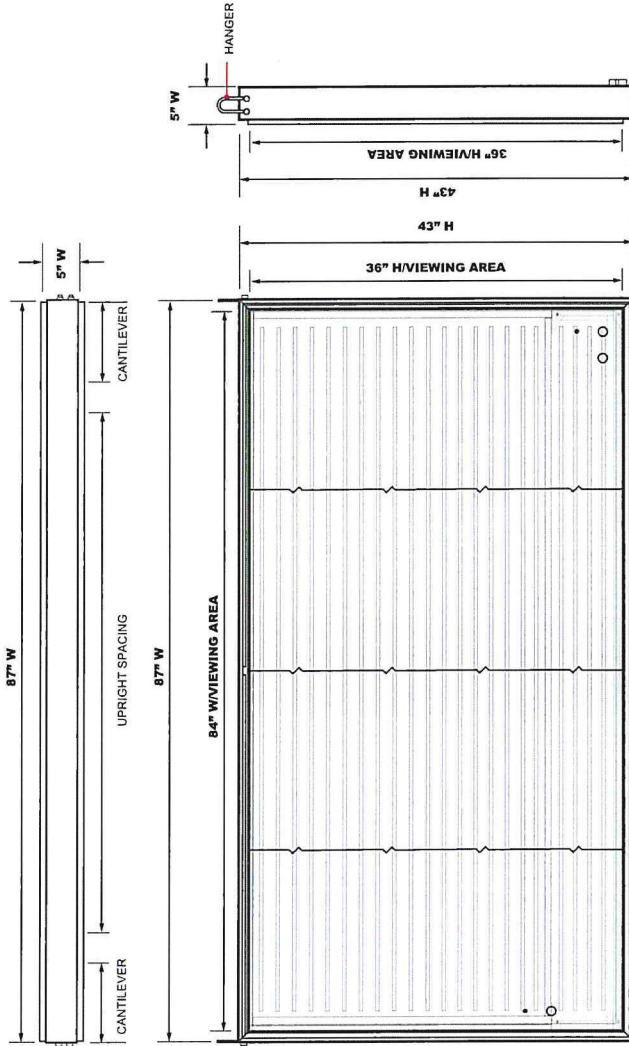


SITE LOCATION

NOTES:
1. ELEVATION DIMENSIONS ARE TO CENTER LINE OF TRACK.

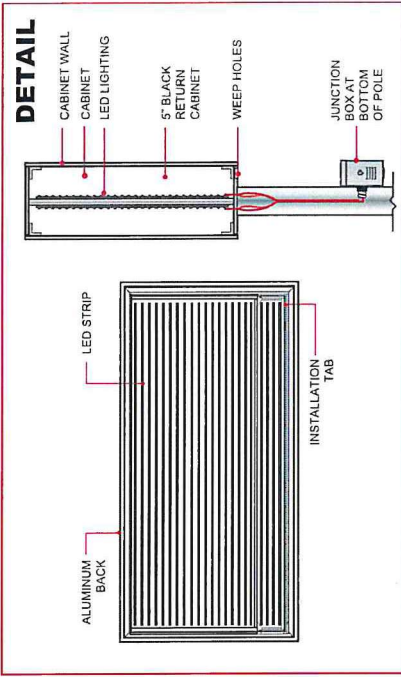


EXTRUDED REAR TRACK DETAILS



UL LISTED
SIGNAGE TO BE MANUFACTURED IN THE UNITED STATES OF AMERICA. ALL MATERIALS SHALL BE APPROVED FOR USE BY UL. SEE UL LISTING FOR APPROVED MATERIALS. UL LISTING: E-150000 (UL LISTING: E-150000)

ELECTRICAL EQUIPMENTS
(1) CIRCUIT 120 VOLTS 60 AMPS
FINAL ELECTRICAL CONNECTION BY CUSTOMER



Start Date: 02/23/2026
Ship Date: 02/24/2026
THE COLORS AND LOGO SIZES ON THIS ARE FOR ARTISTIC REPRESENTATION ONLY. Art is not depicted to scale and is generated to give an approximate overview of design.

1822 BARNETT DRIVE / WEATHERFORD / TEXAS / 76087
PHONE: 817-560-9965 / EMAIL: ACARNEY@BENCHMARKSIGNS.BIZ / WWW.BENCHMARKSIGNS.COM

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APPROVAL NOTICE
All message per approved message schedule.

By providing approval to these drawings, via signature and/or email approval, the client and/or owner agrees that signage sizes, color, wording and spelling have been reviewed and approved. Any changes after placed into production may result in additional charges and will be submitted on a change order. Drawing Errors or Omissions: Every attempt has been made regarding the accuracy of the drawings and descriptions to depict the intended scope of work, any conflicts should be brought to the attention of the project manager. The submittal schedule should be followed and any errors in the plans and specifications discovered during the shop drawing submittal process should be called to the attention of the owner and designer. If minor deviations from the plans are needed to accommodate the means and methods of construction, those changes should be prominently called out on the submittals both graphically, by highlighting the affected area, and in writing, with narrative on a separate form attached to the submittal describing the change or deviation.

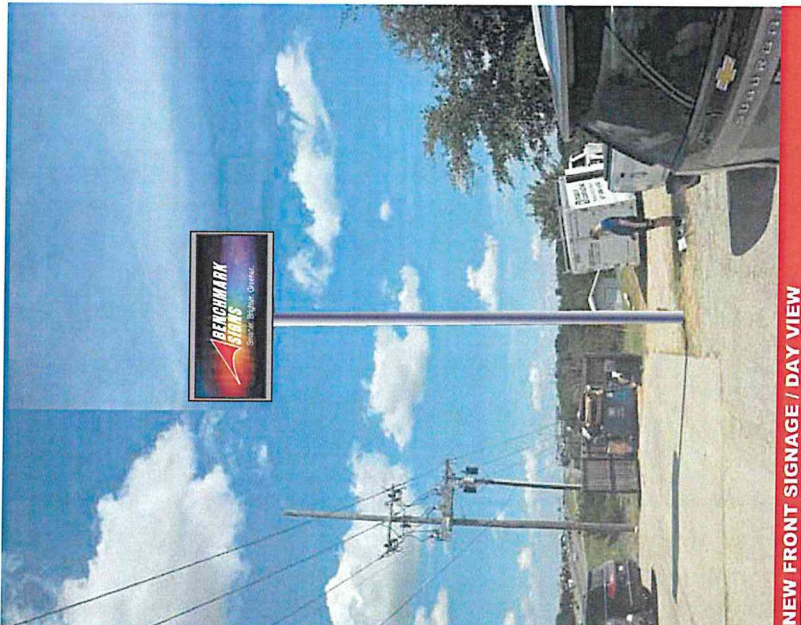
PAGE 1

Item 11.

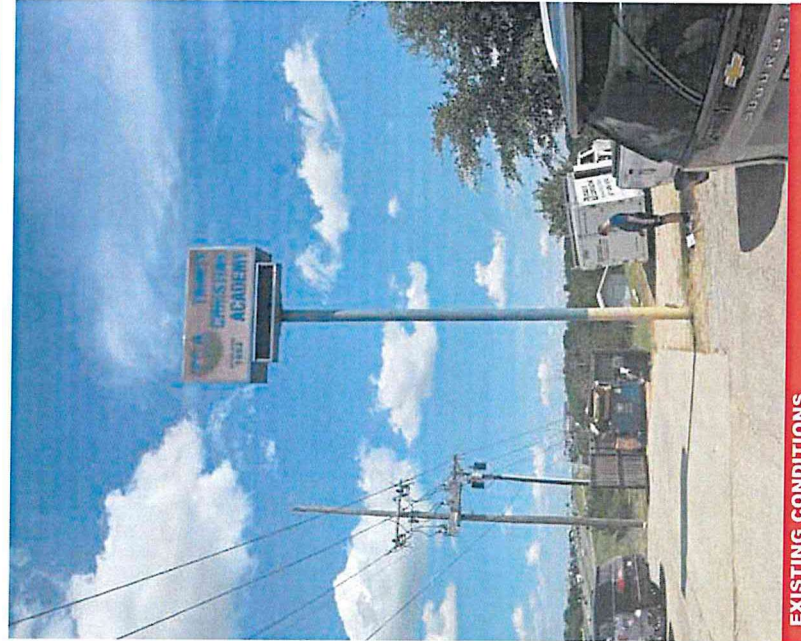
101

PROPOSAL:

CUSTOMER: WATCHFIRE-TCA / TRINITY CHRISTIAN ACADEMY / EXTERIOR SIGNAGE DESIGN
VIEW



NEW FRONT SIGNAGE / DAY VIEW



EXISTING CONDITIONS



SITE LOCATION

Designer: George Barik

LOCATION SITE SIGNAGE
4954 EAST INTERSTATE 20 SERVICE ROAD SOUTH / WILLOW PARK / TX / 76087

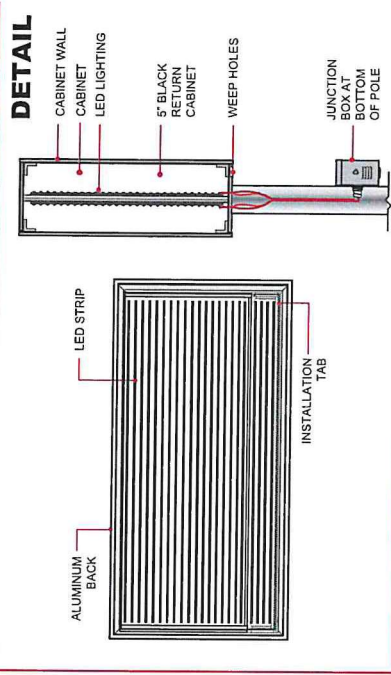
**Primary Polyn Sign Design
SCALE: 1:16**

Double Sided LED Polyn Signage

- QUANTITY: 1
- OVERALL CABINET SIZE: 67" W X 43" H
- OVERALL VIEWING SIZE: 64" W X 36" H
- STEEL POSTS: Round Stainless Steel Posts
- Mounting: Mounting Pole
- EXISTING POLE: 00.00
- TOTAL SQ. FT. SIGNAGE: 00.00
- TOTAL SQ. FT. ALLOWANCE: 00.00

ELECTRICAL EQUIPMENTS
(1) CIRCUIT / 120 VOLT / 6.0 AMPS
FOLLOW LOCAL CODES AND CITY ORDINANCES

UL
SIGNAGE TO BE MANUFACTURED TO ALL SPECIFICATIONS AND REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE.



Start Date: 02/23/2026
Ship Date: 02/24/2026
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PAGE 2

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Drawing Errors or Omissions: Every attempt has been made regarding the accuracy of the drawings and descriptions to depict the intended scope of work, any conflicts should be brought to the attention of the project manager. The submittal schedule should be followed and any errors in the plans and specifications discovered during the shop process should be called to the attention of the owner and designer. If minor deviations from the plans are needed to accommodate the means and methods of construction, those changes should be prominently called out on the submittals both graphically, by highlighting the affected area, and in writing, with a written narrative on a separate form attached to the submittal describing the change or deviation.



PROPOSAL:

CUSTOMER: WATCHFIRE-TCA / TRINITY CHRISTIAN ACADEMY / EXTERIOR SIGNAGE DESIGN OVERVIEW

Designer: George Barik

**LOCATION SITE SIGNAGE
4954 EAST INTERSTATE 20 SERVICE ROAD SOUTH / WILLOW PARK / TX / 76087**

**Primary Polyn Sign Design
SCALE: 1:16**

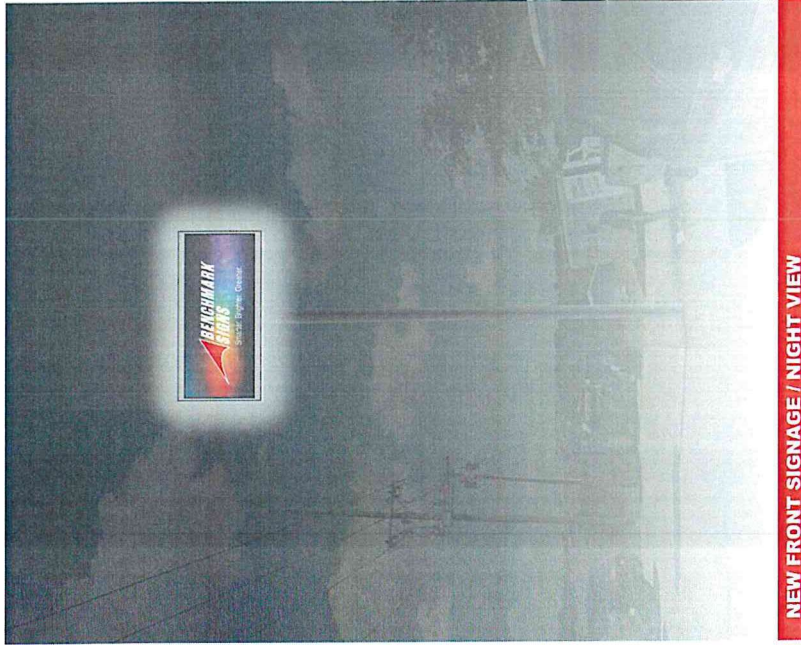
Double Sided LED Polyn Signage
 QUANTITY: 1
 OVERALL CABINET SIZE: 87" W X 43" H
 OVERALL VIEWING SIZE: 84" W X 38" H
 STEEL POSTS: Round Stainless Steel Posts
 MOUNTING: EXISTING POLE
 TOTAL SQ. FT. SIGNAGE: 00.00
 TOTAL SQ. FT. ALLOWANCE: 00.00



SITE LOCATION

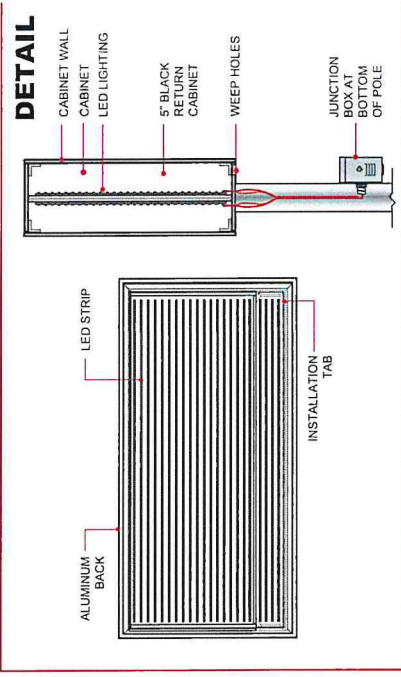


EXISTING CONDITIONS



NEW FRONT SIGNAGE / NIGHT VIEW

ELECTRICAL EQUIPMENTS
 (1) CIRCUIT 120 VOLT 6.0 AMPS
 BALK ELECTRICAL CONTRACTOR INC. CHARGE



Start Date: 02/23/2026
 Ship Date: 02/24/2026
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Item 11.

PROPOSAL:

CUSTOMER: WATCHFIRE-TCA / TRINITY CHRISTIAN ACADEMY / EXTERIOR SIGNAGE DESIGN REVIEW

Designer: George Barlik

4954 EAST INTERSTATE 20 SERVICE ROAD SOUTH / WILLOW PARK / TX / 76087

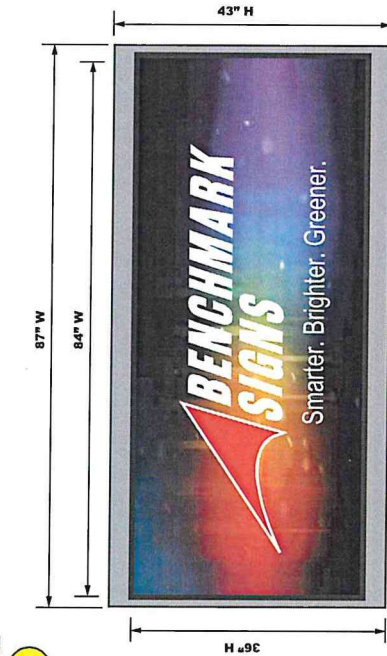
LOCATION SITE SIGNAGE

Primary Polyn Sign Design SCALE: 1:16

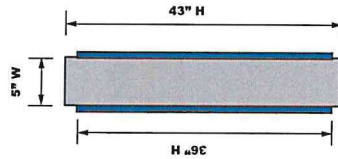


SITE LOCATION

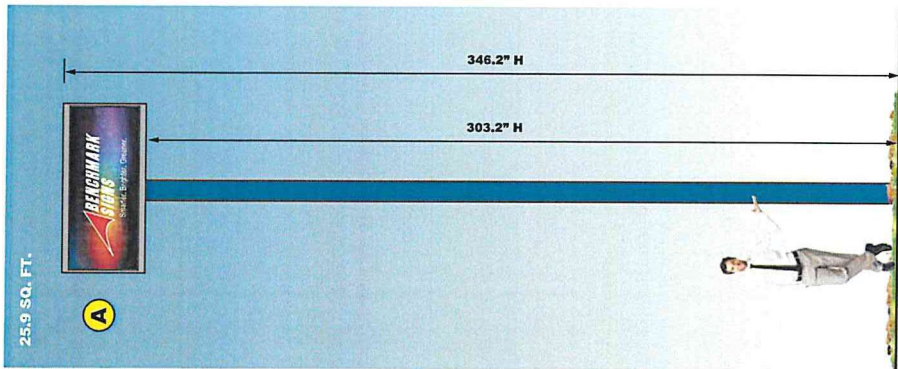
DETAIL



FRONT VIEW



SIDE VIEW

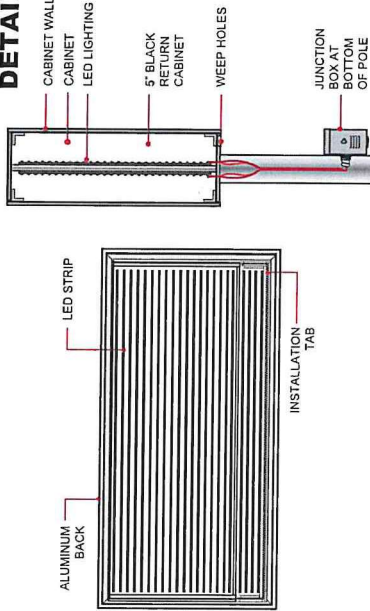


FRONT VIEW

ELECTRICAL EQUIPMENTS
(1) CIRCUIT 120 VOLT 6.0 AMPS
*SEE ELECTRICAL CODES BY CUSTOMER



DETAIL



Start Date: 02/23/2026
Ship Date: 02/24/2026
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PAGE 4

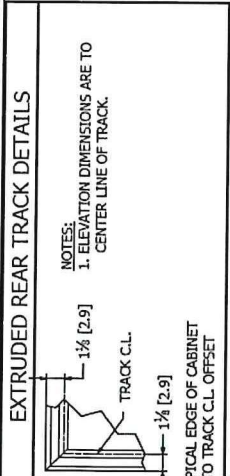
1822 BARNETT DRIVE / WEATHERFORD / TEXAS / 76087
PHONE: 817-560-9965 / EMAIL: ACARNEY@BENCHMARKSIGNS.BIZ / WWW.BENCHMARKSIGNS.COM

APPROVAL NOTICE All message per approved message schedule.

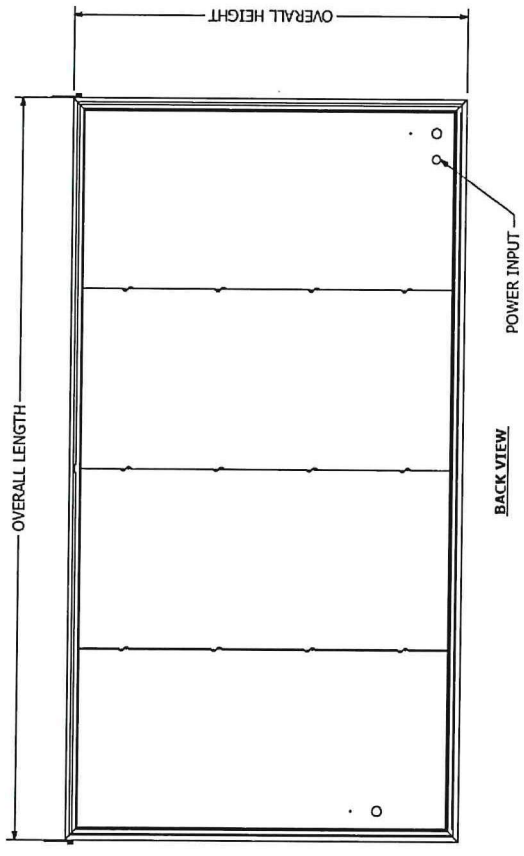
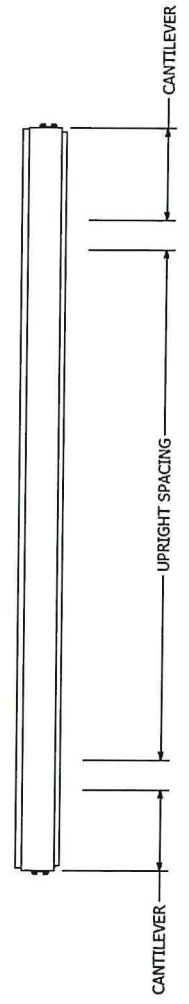
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Item 11.



IMAGES FOR EXAMPLE ONLY -- SEE TABLE FOR ACTUAL QTY'S



SEE DETAIL ON PG 2



Customer		Jobsite	
1740900 - Benchmark Signs 1822 Barnett Dr Weatherford, TX 76087-9440		TCA	
Cabinet Specifications			
Quote #	2518018.2	Sign ID	2126962
Model / Matrix	W16 / 54 x 126	Faces	2
Sign Dimensions (Imperial)	3ft 7in x 7ft 3in x 5in	Access Type	Front Service
Overall Height	43.00 [109.2]	Overall Width	87.00 [221.0]
Viewing Height	36.00 [91.4]	Viewing Width	84.00 [213.4]
Weight	234 lbs.	Weight w/Hardware	260 lbs.
Electrical (per Face)			
Voltage	120	Total Amps	6.0
Killowatt Hr/Day	3.7 KWHrs	Bottom Left Amp Draw	6.0
Mounting Locations			
Mounting Type / Qty	Not Requested / 0	Dimension "A"	40.75 [103.5]
Wind Load Requirements			
Vertical Attachment Points / Uprights (Min)	0 / 2	Spacing (Max)	115.20 [292.6]
Cantilever (Max)	57.60 [146.3]	Spacing (Optimal)	43.50 [110.5]
Cantilever (Optimal)	21.75 [55.2]	Notes	

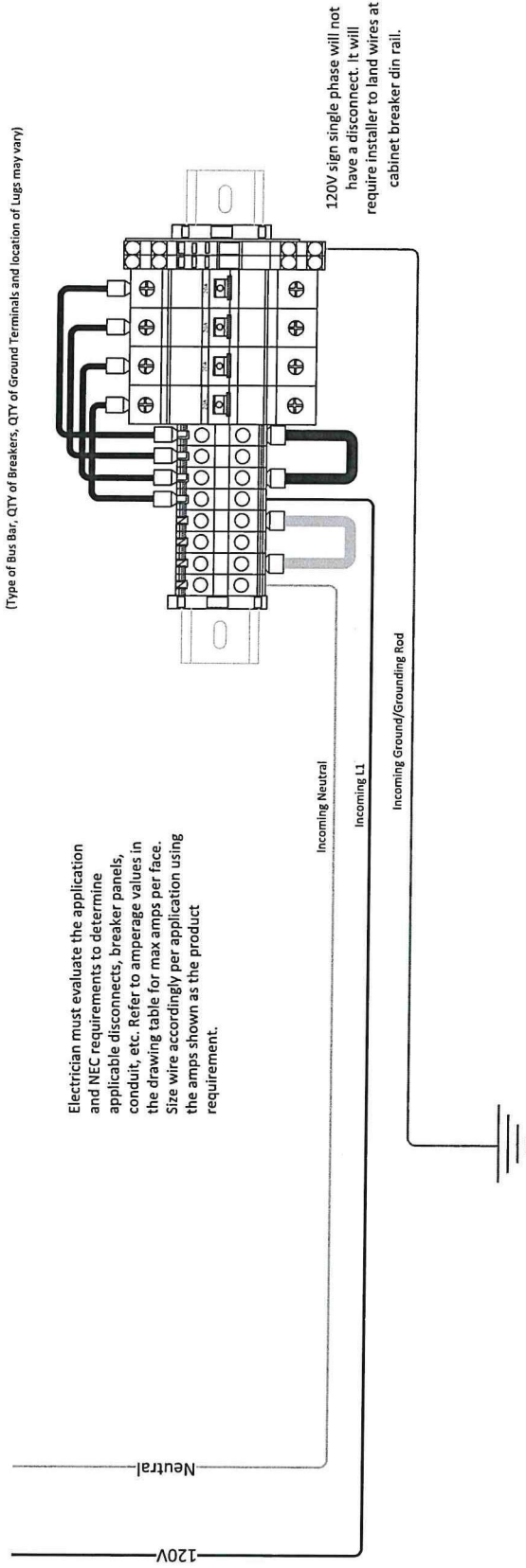
Generated 2/13/2026 1:02:20 PM

MODEL REV	DRAWING REV	THIRD ANGLE PROJECTION	DESCRIPTION
1	0	SHEET 1 OF 2	MATERIAL
<p>THIS DRAWING IS FOR THE PURPOSE OF PROVIDING INFORMATION TO THE CLIENT. IT IS NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE. ALL ELEMENTS OF THE SIGN STRUCTURE SHOWN ARE PROVIDED BY OTHERS AND WATCHFIRE MAKES NO WARRANTY AS TO THE SUITABILITY OF THE STRUCTURE FOR THE SITE. THE STRUCTURE IS PROVIDED RELATIVE TO THE SIGN STRUCTURE IS FOR ILLUSTRATIVE PURPOSES ONLY.</p>			
DIMENSION STYLE		TOLERANCES	
INCHES [CENTIMETERS]		OVERALL SIGN DIMENSION..... ± 1/4"	
ALL DIMENSIONS ARE IN IMPERIAL UNITS UNLESS OTHERWISE SPECIFIED.		LINEAR DIMENSION..... ± 1/16"	
TOLERANCES APPLY TO ALL UNDIMENSIONED DIMENSIONS UNLESS OTHERWISE SPECIFIED.		ANGULAR DIMENSION..... ± 1°	
TOLERANCES ARE TO BE MAINTAINED TO REFERENCE ONE (1) SIDE UNLESS OTHERWISE SPECIFIED.		STRAIGHTNESS..... ± .002 T/c	
TOLERANCES ARE TO BE MAINTAINED TO REFERENCE ONE (1) SIDE UNLESS OTHERWISE SPECIFIED.		OVERALL DIAGONAL TOLERANCE ± 1/8"	
<p>watchfire</p> <p>NOTATION, DATA, AND DRAWINGS CONTAINED WITHIN THIS DOCUMENT ARE EXPLICITLY CONFIDENTIAL AND ARE TO BE KEPT CONFIDENTIAL BY THE USER. IT IS THE USER'S RESPONSIBILITY TO PROTECT THIS INFORMATION FROM UNAUTHORIZED DISCLOSURE. ANY UNAUTHORIZED DISCLOSURE OR REPRODUCTION OF THIS INFORMATION IS STRICTLY PROHIBITED AND WILL BE SUBJECT TO LEGAL ACTION.</p> <p>© 2020 WATCHFIRE SIGNS, LLC. ALL RIGHTS RESERVED.</p>			
DATE CREATED	8/24/2020	DRAWN BY	T. Frasier
PART NUMBER	1 High - 1 Wide - Slim (Hangers)	TEMPLATE	1 High - 1 Wide - Slim (Hangers)

Item 11.

Using 120V Service to power 120V Cabinet

120V Single Phase Service



Watchfire circuit breaker inside cabinet

(Type of Bus Bar, QTY of Breakers, QTY of Ground Terminals and location of Lugs may vary)

Electrician must evaluate the application and NEC requirements to determine applicable disconnects, breaker panels, conduit, etc. Refer to ampereage values in the drawing table for max amps per face. Size wire accordingly per application using the amps shown as the product requirement.

120V sign single phase will not have a disconnect. It will require installer to land wires at cabinet breaker din rail.

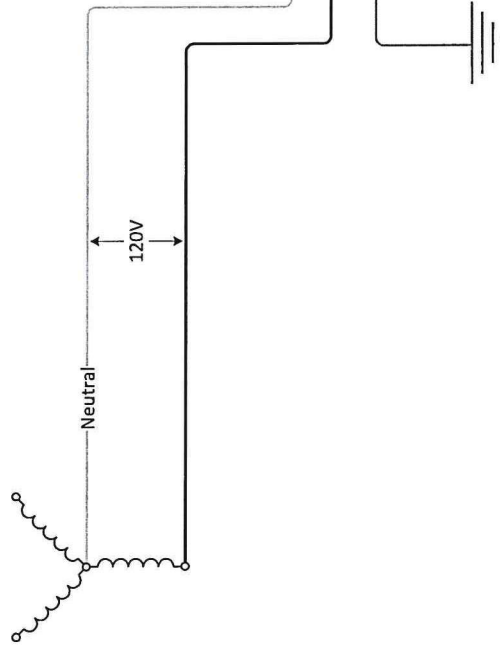
watchfire		DESCRIPTION	120V Service—120V Cabinet	REV	1.0
SIZE	11x11	NOTES	UNRELEASED	SCALE	n/a
DRAWN	A. Bertoy	TESTED	8/19/2024	SHEET	1.0
DATE					

For Support, Go Online to <https://watchfire.force.com/s/>

Item 11.

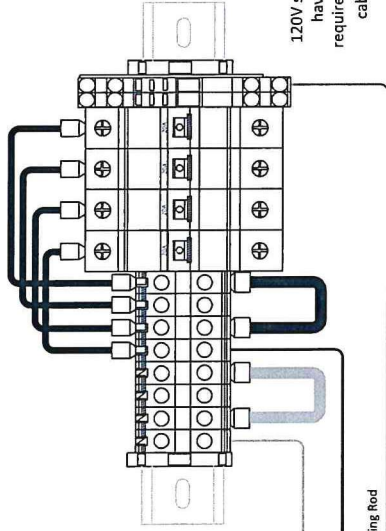
Using 208V Service to power 120V Cabinet

208V 3 Phase Service



Electrician must evaluate the application and NEC requirements to determine applicable disconnects, breaker panels, conduit, etc. Refer to amperage values in the drawing table for max amps per face. Size wire accordingly per application using the amps shown as the product requirement.

Watchfire circuit breaker inside cabinet
 (Type of Bus Bar, QTY of Breakers, QTY of Ground Terminals and location of Lugs may vary)



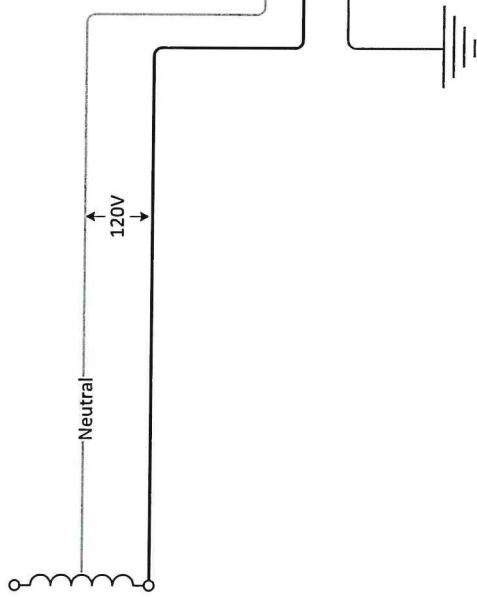
	DESCRIPTION	208V Service - 120V Cabinet
	NOTES	QUOTE/CO NO
SIZE	11x11	REV
7	Unreleased	1.0
SCALE	n/a	SHEET
8/19/2024		Schematic
A. Bertoy		
DRAWN		
ISSUED		
REV		

For Support, Go Online to <https://watchfire.force.com/s/>

Item 11.

Using 240V Service to power 120V Cabinet

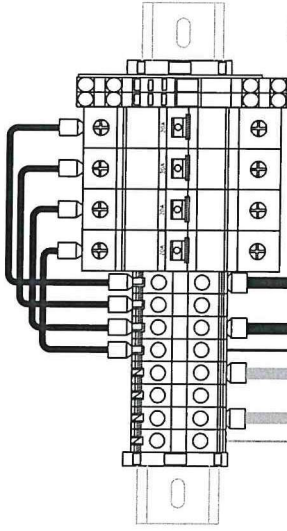
240V Split Phase Service



Electrician must evaluate the application and NEC requirements to determine applicable disconnects, breaker panels, conduit, etc. Refer to ampere values in the drawing table for max amps per face. Size wire accordingly per application using the amps shown as the product requirement.

Watchfire circuit breaker inside cabinet

(Type of Bus Bar, QTY of Breakers, QTY of Ground Terminals and location of Lugs may vary)



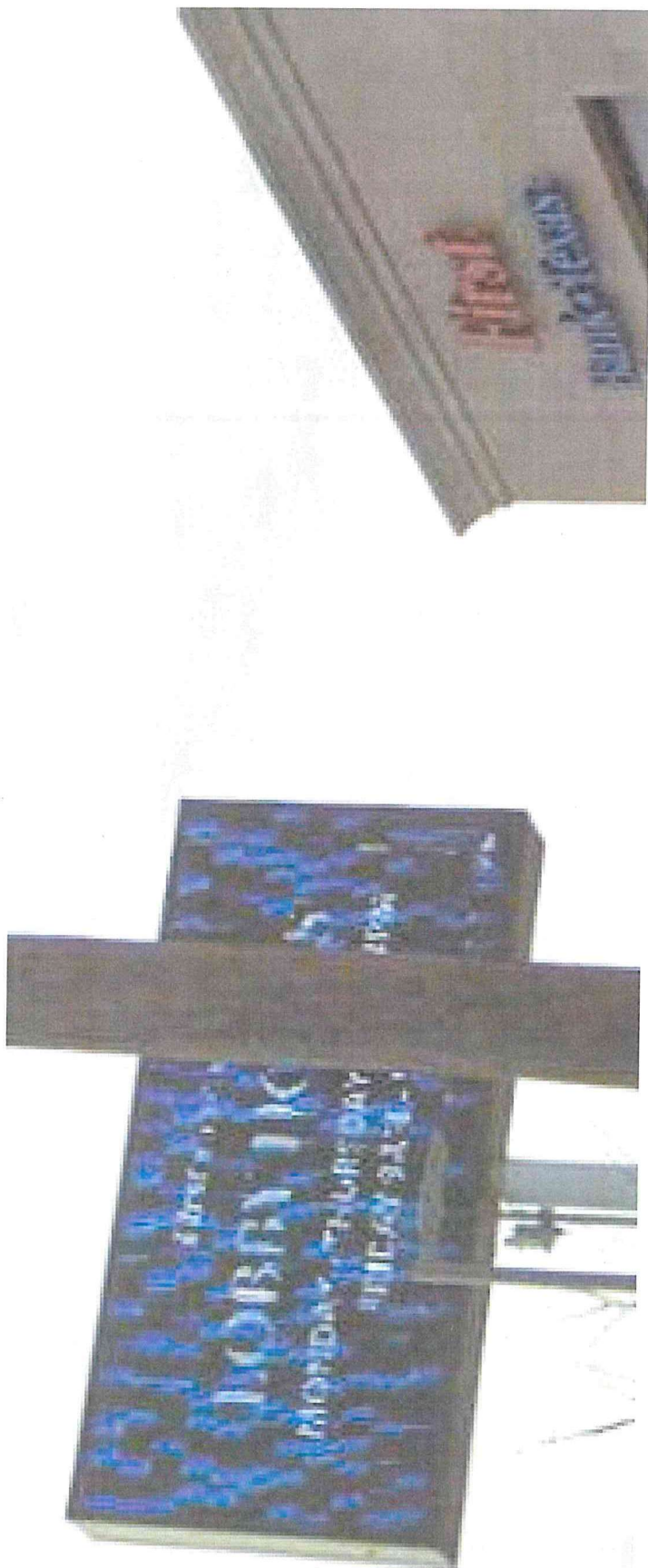
120V sign single phase will not have a disconnect. It will require installer to land wires at cabinet breaker din rail.

watchfire

DESCRIPTION	240V Service - 120V Cabinet	REV	1.0
SIZE	11x1	QUOTE/COND	
NOTES	Unreleased		
DRAWN	A. Bertoy	SCALE	n/a
ISSUED	8/19/2024	SHEET	
DATE		Schematic	

For Support, Go Online to <https://watchfire.force.com/s/>

Item 11.





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 28 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion/Action: to approve the new City of Willow Park City Limits and Extra-territorial Jurisdiction (ETJ) Maps.

BACKGROUND:

The city has experienced annexation of BAR-KO and CLEARION, as well as a Disanexation of a small southern portion of E. Bankhead Hwy, these actions require the city to update the map to accurately reflect the City of Willow Park’s jurisdictional boundaries.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommend approval of updating the official City Limits and ETJ maps to incorporate recent changes and ensure accurate representation of the City’s jurisdictional boundaries.

EXHIBITS:

- City of Willow Park City Limits and ETJ Map

RECOMMENDED MOTION:

To approve the City of Willow Park City Limits and ETJ maps, as presented.

CITY OF WILLOW PARK, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS, ADOPTING AN AMENDED OFFICIAL MAP OF THE MUNICIPAL BOUNDARIES AND EXTRATERRITORIAL JURISDICTION; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR ENGROSSMENT AND ENROLLMENT OF THIS ORDINANCE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chapter 41, Section 41.001 of the Texas Local Government Code requires that, upon annexation, each municipality prepare and maintain an official map that accurately reflects its corporate boundaries and its extraterritorial jurisdiction, and shall maintain a copy of the map in a location easily accessible to the public and on the city website; and

WHEREAS, the City Council of the City of Willow Park (“City”) has reviewed the map reflecting the City’s corporate and/or extraterritorial boundaries that includes the following parcels annexed and disannexed by the City:

Ordinance Number 935-26 adopted on March 24, 2026

Ordinance Number 936-26 adopted on April 14, 2026

Ordinance Number 938-26 adopted on April 14, 2026

and the City Council desires to approve the official city map which is attached and incorporated herein as **Exhibit “A”** as an accurate depiction of its boundaries; and

WHEREAS, after due deliberation and consideration, the City Council has determined that this Ordinance should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the City.

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

SECTION 1. Incorporation of Premises. The premises set forth above are incorporated herein as if set forth verbatim.

SECTION 2. Adoption of Official Map. The City Council hereby approves and adopts the map attached as Exhibit “A” as the official map of the municipal boundaries and extraterritorial jurisdiction of the City of Willow Park, Texas. The City Council hereby declares all previous maps reflecting the City’s corporate and/or extraterritorial boundaries are amended, so that this official map replaces and supersedes all prior maps. The City Clerk is directed to retain a copy of the official map in the office of the City Clerk, the City Engineer shall retain a copy of the official map in the office of the City Engineer, and it shall be posted on the City website.

SECTION 3. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if

paragraphs, clauses, sentences, paragraphs or sections of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. Repealing Clause. All provisions of any ordinance, resolution, or map in conflict with this Ordinance or official map are hereby repealed.

SECTION 5. Engrossment/Enrollment. The City Clerk is hereby directed to enroll and engross this Ordinance by reflecting the passage of this Ordinance in the minutes of the City Council and by filing this Ordinance in the Records of the City.

SECTION 6. Effective Date. This Ordinance shall become effective upon its passage, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Willow Park, Texas, on this 28th day of April 2026.

CITY OF WILLOW PARK, TEXAS

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney

EXHIBIT A

See attached Map

CITY OF WILLOW PARK

OFFICIAL CITY LIMITS & ETJ MAP

APRIL 2026

LEGEND

- WILLOW PARK CITY LIMITS
- WILLOW PARK ETJ



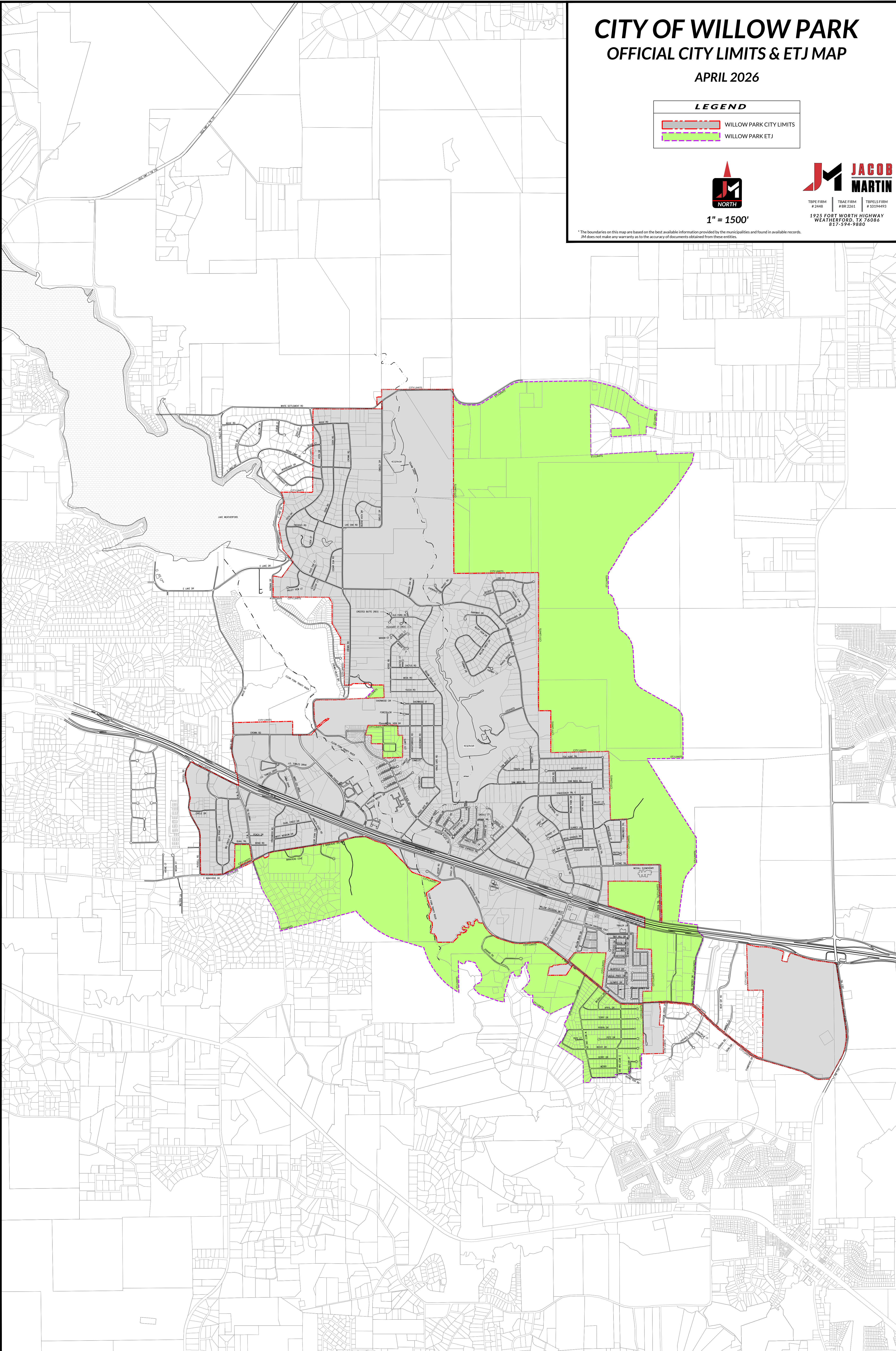
1" = 1500'

JACOB MARTIN

TBPE FIRM # 2648 | TBAC FIRM # BR 2261 | TBPELS FIRM # 10194493

1925 FORT WORTH HIGHWAY
WEATHERFORD, TX 76086
817-594-9860

*The boundaries on this map are based on the best available information provided by the municipalities and found in available records. JM does not make any warranty as to the accuracy of documents obtained from these entities.



\\CGI-Wilow_Park\A_Meca\Map_Maps\WB_Map_City_Limits_4_ETJ_2026.dwg Saved By: entradecool Save Time: 4/27/2026 11:44 AM

THE CITY OF WILLOW PARK MAKES EVERY EFFORT TO ENSURE THIS MAP IS FREE OF ERRORS, BUT DOES NOT WARRANT THE MAP OR ITS FEATURES.
THE CITY OF WILLOW PARK PROVIDES THIS MAP WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED.

WILLOW PARK P.D.

Survey Description

Survey Details

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087

Survey GPS Coordinates

Survey Dates **Start** **Stop**
 Wednesday, 4/1/2026 11:18 PM Tuesday, 4/7/2026 4:45 PM

Posted Speed Limit 30 mph

Traffic Zone Normal

File Name Stats_2026.04.07_04.47.03.923@2026-04-07_16-48-12.xml

Device Type PMG

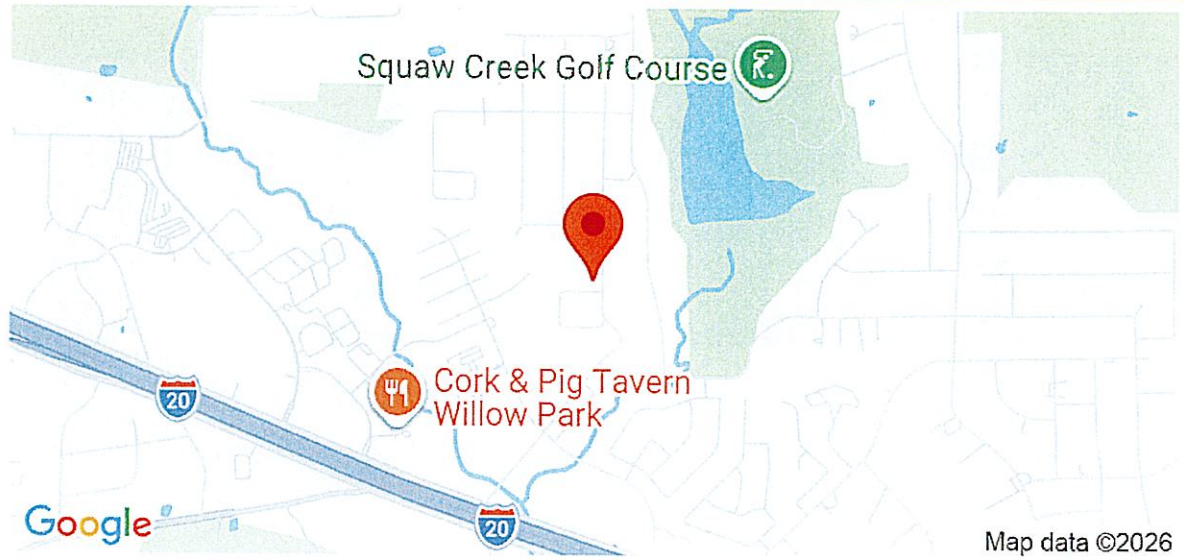
Device Serial Number SA001286

Survey Note Trailer placed on south side of road facing North at intersection of Castlemount. Speed displayed on trailer was setup for approaching vehicles only.

Total Vehicle Count 2048

<i>Traffic Direction</i>	South (Closing)	North (Away)
<i>Vehicle Count</i>	832	1216

Survey Map



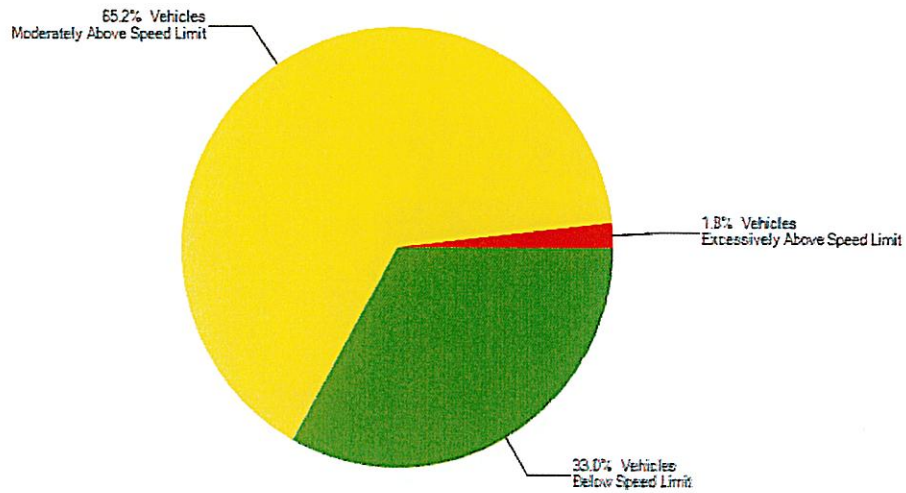
WILLOW PARK P.D.

Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087
Survey GPS Coordinates
Survey Dates **Start** **Stop**
 Wednesday, 4/1/2026 11:18 PM Tuesday, 4/7/2026 4:45 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Speed Pie Chart

Date Range: 2026-04-01 - 2026-04-07
 Direction: Both



	Traffic Direction	Closing	Away	Combined
Posted Speed Limit			30 mph	
<i>Vehicles Under the Speed Limit Count</i>		252	424	676
<i>Vehicles Under the Speed Limit Percentage</i>		30.29%	34.87%	33.01%
<i>Vehicles Over the Speed Limit Count</i>		580	792	1372
<i>Vehicles Over the Speed Limit Percentage</i>		69.71%	65.13%	66.99%
Excessive Speed Threshold			45 mph	
<i>Vehicles Over the Excessive Speed Count</i>		22	15	37
<i>Vehicles Over the Excessive Speed Percentage</i>		2.64%	1.23%	1.81%
<i>Average Violation Speed</i>		35.6 mph	35.16 mph	35.35 mph

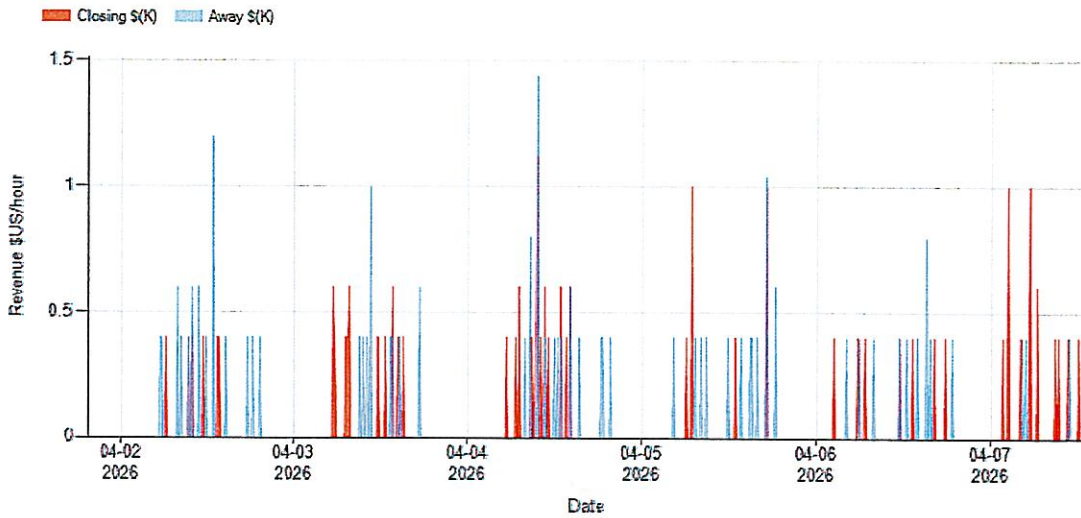
WILLOW PARK P.D.

Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087
Survey GPS Coordinates
Survey Dates **Start** **Stop**
 Wednesday, 4/1/2026 11:18 PM Tuesday, 4/7/2026 4:45 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Revenue Chart

Date Range: 2026-04-01 - 2026-04-07
 Direction: Both



Enforcement Schedule

Date Range: 2026-04-01 - 2026-04-07
 Direction: Both

	Best Speed Enforcement Time			
	Closing Traffic		Away Traffic	
	Start Time	Stop Time	Start Time	Stop Time
Monday	09:00:00	10:00:00		
Tuesday	09:00:00	10:00:00	14:00:00	15:00:00
Wednesday				
Thursday	09:00:00	10:00:00	21:00:00	22:00:00
Friday	09:00:00	10:00:00	14:00:00	15:00:00
Saturday	10:00:00	11:00:00	13:00:00	14:00:00
Sunday	10:00:00	11:00:00	20:00:00	21:00:00

WILLOW PARK P.D.

Survey Summary

Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087
Survey GPS Coordinates
Survey Dates **Start** Wednesday, 4/1/2026 11:18 PM **Stop** Tuesday, 4/7/2026 4:45 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Survey Result

Total Vehicle Count			2048	
	Traffic Direction	Closing	Away	Combined
		South	North	
	Vehicle Count	832	1216	2048
Posted Speed Limit			30 mph	
<i>Vehicles Under the Speed Limit Count</i>		252	424	676
<i>Vehicles Under the Speed Limit Percentage</i>		30.29%	34.87%	33.01%
<i>Vehicles Over the Speed Limit Count</i>		580	792	1372
<i>Vehicles Over the Speed Limit Percentage</i>		69.71%	65.13%	66.99%
Excessive Speed Threshold			45 mph	
<i>Vehicles Over the Excessive Speed Count</i>		22	15	37
<i>Vehicles Over the Excessive Speed Percentage</i>		2.64%	1.23%	1.81%
<i>Average Violation Speed</i>		35.6 mph	35.16 mph	35.35 mph
Speed Profile				
	Average Speed	32.76 mph	32.29 mph	32.48 mph
	Minimum Speed	5 mph	5 mph	5 mph
	Maximum Speed	81 mph	64 mph	81 mph
	Standard Deviation	6 mph	5 mph	6 mph
	85 % Percentile Speed - Free Flow	38 mph	37 mph	37 mph
	10 mph Pace - Free Flow	28-37 mph	28-37 mph	28-37 mph
	In Pace Count - Free Flow	474	720	1194
Data Recording Limits				
	Highest Speed Allowed		90 mph	
	Lowest Speed Allowed		10 mph	
	Minimum Following Time		20 Second(s)	

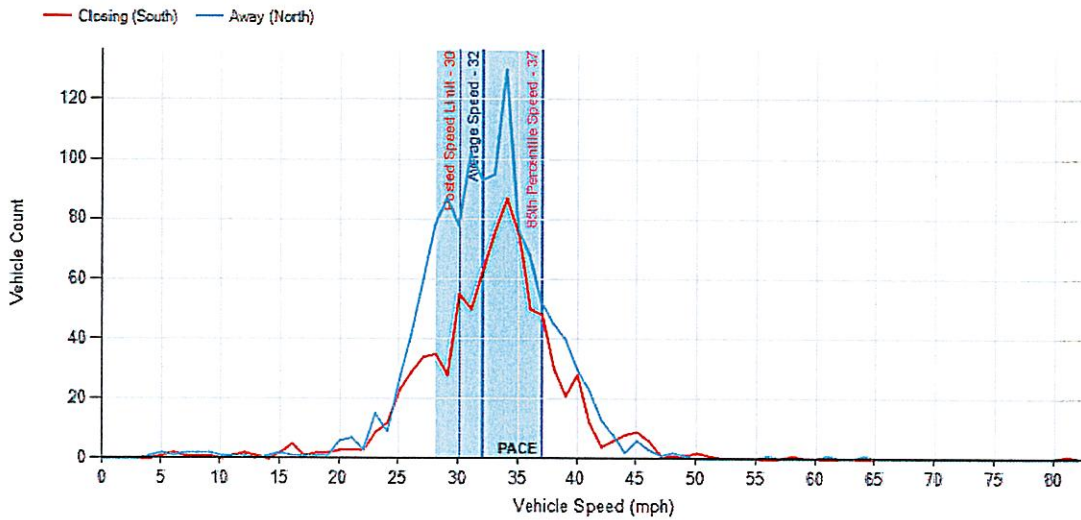
WILLOW PARK P.D.

Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087
Survey GPS Coordinates
Survey Dates **Start** **Stop**
Wednesday, 4/1/2026 11:18 PM Tuesday, 4/7/2026 4:45 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Count vs Speed - Line Chart

Date Range: 2026-04-01 - 2026-04-07
Direction: Both



WILLOW PARK P.D.

Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087
Survey GPS Coordinates
Survey Dates **Start** **Stop**
 Wednesday, 4/1/2026 11:18 PM Tuesday, 4/7/2026 4:45 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Speed - Volume Matrix

Date Range: 2026-04-01 - 2026-04-07

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	1						1											
01:00 - 01:59	9	2			2	3	1	1										
02:00 - 02:59	4	4																
03:00 - 03:59	8	4			3	1												
04:00 - 04:59	6	1	1			1	3											
05:00 - 05:59	22		2			5	6	5	3	1								
06:00 - 06:59	36	1			2	11	14	8										
07:00 - 07:59	72				9	13	38	8	4									
08:00 - 08:59	114		1	3	5	29	48	24	4									
09:00 - 09:59	119			4	5	27	47	26	7	3								
10:00 - 10:59	155			3	3	50	64	27	6	2								
11:00 - 11:59	122			2	11	31	47	26	3	2								
12:00 - 12:59	156			2	10	38	54	42	10									
13:00 - 13:59	151			1	11	36	58	36	6	1			1				1	
14:00 - 14:59	156				3	39	64	41	6	2		1						
15:00 - 15:59	171		1		9	33	74	46	8									
16:00 - 16:59	167			2	9	40	81	26	8	1								
17:00 - 17:59	147			2	5	34	64	33	6	3								
18:00 - 18:59	137	1	1	2	6	39	54	25	9									
19:00 - 19:59	105				2	40	49	11	3									
20:00 - 20:59	79			1	7	25	28	15		1		1	1					
21:00 - 21:59	62				2	14	34	7	4	1								
22:00 - 22:59	35		1		5	11	11	4	3									
23:00 - 23:59	14				1	4	7	1	1									

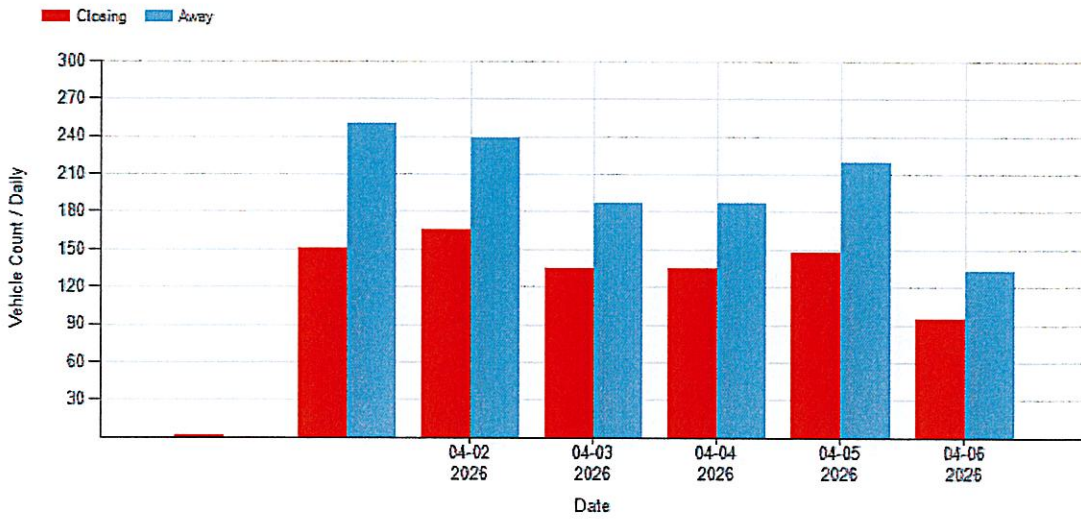
WILLOW PARK P.D.

Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087
Survey GPS Coordinates
Survey Dates **Start** **Stop**
Wednesday, 4/1/2026 11:18 PM Tuesday, 4/7/2026 4:45 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Daily Vehicle Count Chart

Date Range: 2026-04-01 - 2026-04-07
Direction: Both



WILLOW PARK P.D.

Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087

Survey GPS Coordinates

Survey Dates **Start** Wednesday, 4/1/2026 11:18 PM **Stop** Tuesday, 4/7/2026 4:45 PM

Posted Speed Limit 30 mph

Traffic Zone Normal

Speed - Volume Matrix

Date Range: 2026-04-01 - 2026-04-07

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	1						1											
01:00 - 01:59	9	2			2	3	1	1										
02:00 - 02:59	4	4																
03:00 - 03:59	8	4			3	1												
04:00 - 04:59	6	1	1			1	3											
05:00 - 05:59	22		2			5	6	5	3	1								
06:00 - 06:59	36	1			2	11	14	8										
07:00 - 07:59	72				9	13	38	8	4									
08:00 - 08:59	114		1	3	5	29	48	24	4									
09:00 - 09:59	119			4	5	27	47	26	7	3								
10:00 - 10:59	155			3	3	50	64	27	6	2								
11:00 - 11:59	122			2	11	31	47	26	3	2								
12:00 - 12:59	156			2	10	38	54	42	10									
13:00 - 13:59	151			1	11	36	58	36	6	1			1				1	
14:00 - 14:59	156				3	39	64	41	6	2		1						
15:00 - 15:59	171		1		9	33	74	46	8									
16:00 - 16:59	167			2	9	40	81	26	8	1								
17:00 - 17:59	147			2	5	34	64	33	6	3								
18:00 - 18:59	137	1	1	2	6	39	54	25	9									
19:00 - 19:59	105				2	40	49	11	3									
20:00 - 20:59	79			1	7	25	28	15		1		1	1					
21:00 - 21:59	62				2	14	34	7	4	1								
22:00 - 22:59	35		1		5	11	11	4	3									
23:00 - 23:59	14				1	4	7	1	1									

WILLOW PARK P.D.

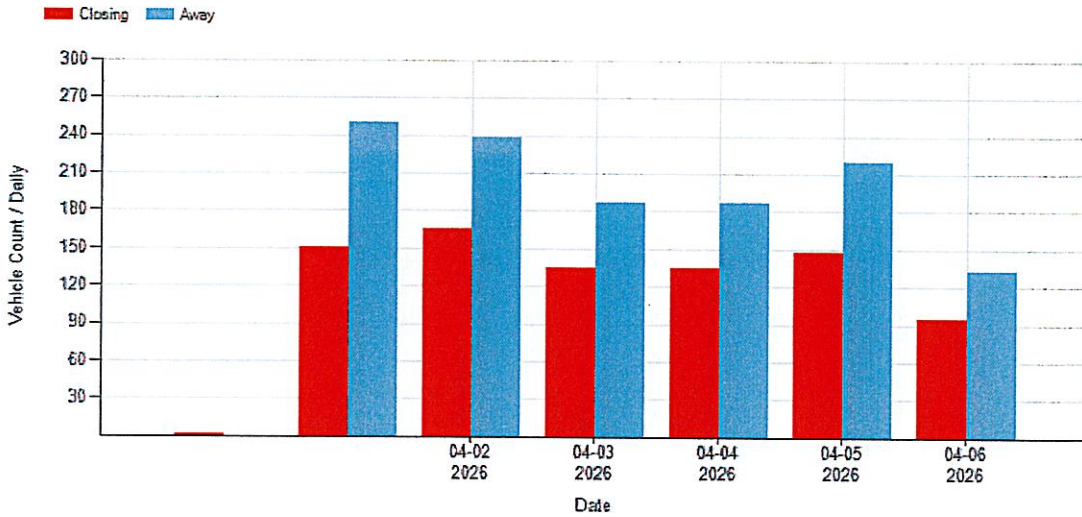
Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087
Survey GPS Coordinates
Survey Dates **Start** **Stop**
Wednesday, 4/1/2026 11:18 PM Tuesday, 4/7/2026 4:45 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Daily Vehicle Count Chart

Date Range: 2026-04-01 - 2026-04-07

Direction: Both



WILLOW PARK P.D.

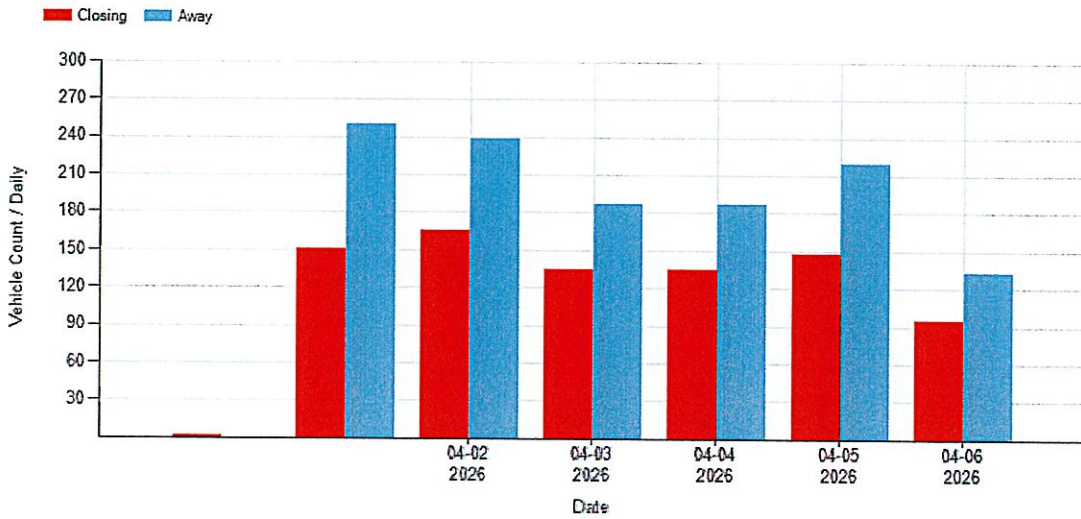
Survey Description

Survey Location 808 KINGS GATE, WILLOW PARK, TX. 76087
Survey GPS Coordinates
Survey Dates **Start** **Stop**
Wednesday, 4/1/2026 11:18 PM Tuesday, 4/7/2026 4:45 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Daily Vehicle Count Chart

Date Range: 2026-04-01 - 2026-04-07

Direction: Both



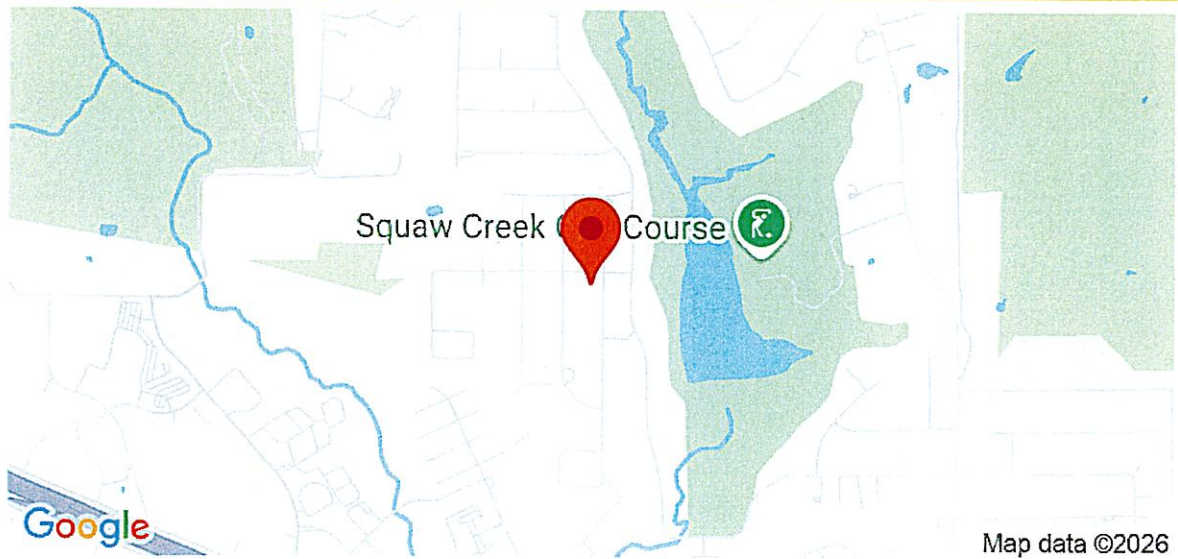
WILLOW PARK POLICE DEPT.

Survey Description

Survey Details

Survey Location	600 KINGS GATE, WILLOW PARK, TX	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Monday, 3/23/2026 7:06 PM	Wednesday, 4/1/2026 5:15 PM
Posted Speed Limit	30 mph	
Traffic Zone	Normal	
File Name	Stats_2026.04.01_05.36.07.070@2026-04-01_17-39-26.xml	
Device Type	PMG	
Device Serial Number	SA001286	
Survey Note		
Total Vehicle Count	536	
<i>Traffic Direction</i>	Undefined (Closing)	Undefined (Away)
<i>Vehicle Count</i>	247	289

Survey Map



WILLOW PARK POLICE DEPT.

Survey Summary

Survey Description

Survey Location	600 KINGS GATE, WILLOW PARK, TX	
Survey GPS Coordinates		
Survey Dates	Start	Stop
	Monday, 3/23/2026 7:06 PM	Wednesday, 4/1/2026 5:15 PM
Posted Speed Limit	30 mph	
Traffic Zone	Normal	

Survey Result

Total Vehicle Count		536	
	Traffic Direction	Closing	Away
		Undefined	Undefined
	Vehicle Count	247	289
	Average Daily Vehicle Count	28	32
Posted Speed Limit			30 mph
	<i>Vehicles Under the Speed Limit Count</i>	126	102
	<i>Vehicles Under the Speed Limit Percentage</i>	51.01%	35.29%
	<i>Vehicles Over the Speed Limit Count</i>	121	187
	<i>Vehicles Over the Speed Limit Percentage</i>	48.99%	64.71%
Excessive Speed Threshold			55 mph
	<i>Vehicles Over the Excessive Speed Count</i>	0	0
	<i>Vehicles Over the Excessive Speed Percentage</i>	0	0
	<i>Average Violation Speed</i>	34.06 mph	34.41 mph
Speed Profile			
	Average Speed	30.33 mph	31.38 mph
	Minimum Speed	14 mph	5 mph
	Maximum Speed	46 mph	48 mph
	Standard Deviation	5 mph	5 mph
	85 % Percentile Speed - Free Flow	35 mph	36 mph
	10 mph Pace - Free Flow	26-35 mph	27-36 mph
	In Pace Count - Free Flow	166	191
Data Recording Limits			
	Highest Speed Allowed		90 mph
	Lowest Speed Allowed		10 mph
	Minimum Following Time		20 Second(s)

WILLOW PARK POLICE DEPT.

Survey Description

Survey Location 600 KINGS GATE, WILLOW PARK, TX
Survey GPS Coordinates
Survey Dates **Start** **Stop**
 Monday, 3/23/2026 7:06 PM Wednesday, 4/1/2026 5:15 PM
Posted Speed Limit 30 mph
Traffic Zone Normal

Speed - Volume Matrix

Date Range: 2026-03-23 - 2026-04-01

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	1						1											
01:00 - 01:59	0																	
02:00 - 02:59	1							1										
03:00 - 03:59	1				1													
04:00 - 04:59	5				1	2	2											
05:00 - 05:59	4				1		2	1										
06:00 - 06:59	15					5	8	1	1									
07:00 - 07:59	31			1	6	4	17	3										
08:00 - 08:59	34				1	11	18	3	1									
09:00 - 09:59	31				1	13	14	1	2									
10:00 - 10:59	34		1		3	11	15	4										
11:00 - 11:59	32			1	2	13	10	5	1									
12:00 - 12:59	33			1	8	8	10	5	1									
13:00 - 13:59	38	1			1	10	17	7	1	1								
14:00 - 14:59	37		1		2	8	19	7										
15:00 - 15:59	37				4	12	14	6	1									
16:00 - 16:59	51			1	12	14	18	5		1								
17:00 - 17:59	30					10	14	6										
18:00 - 18:59	26				4	4	13	5										
19:00 - 19:59	43		1	1	6	13	15	6	1									
20:00 - 20:59	27				4	9	12	2										
21:00 - 21:59	14				4	4	4	1	1									
22:00 - 22:59	10			1	2	4	1	1	1									
23:00 - 23:59	1						1											

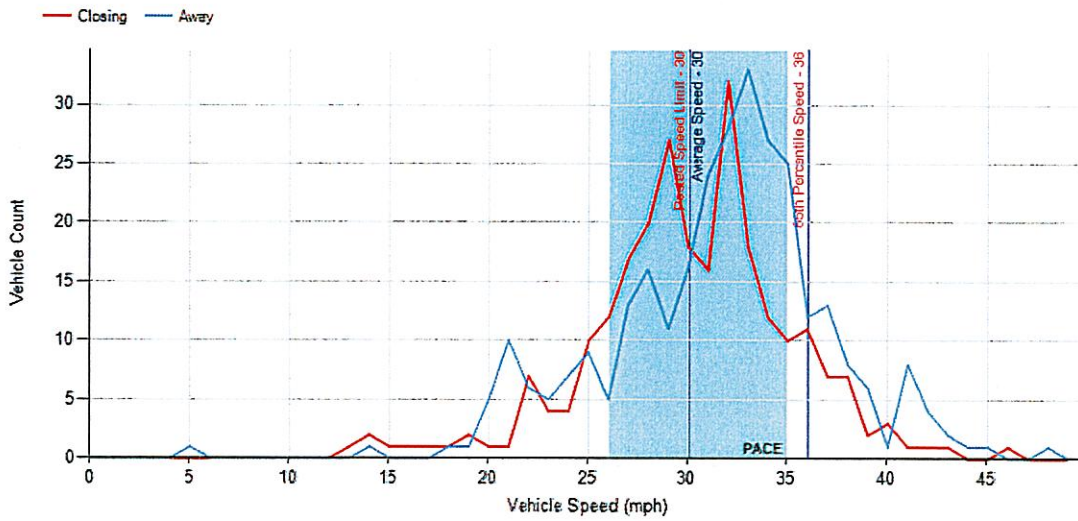
WILLOW PARK POLICE DEPT.

Survey Description

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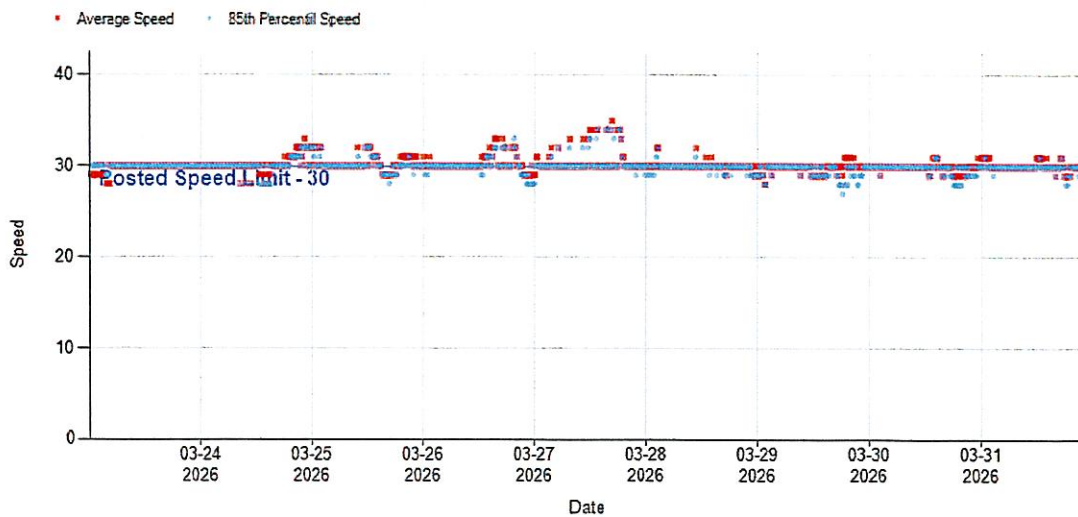
Count vs Speed - Line Chart

Date Range: 2026-03-23 - 2026-04-01
Direction: Both



Average Speed vs Time - Point Chart

Date Range: 2026-03-23 - 2026-04-01
Direction: Both



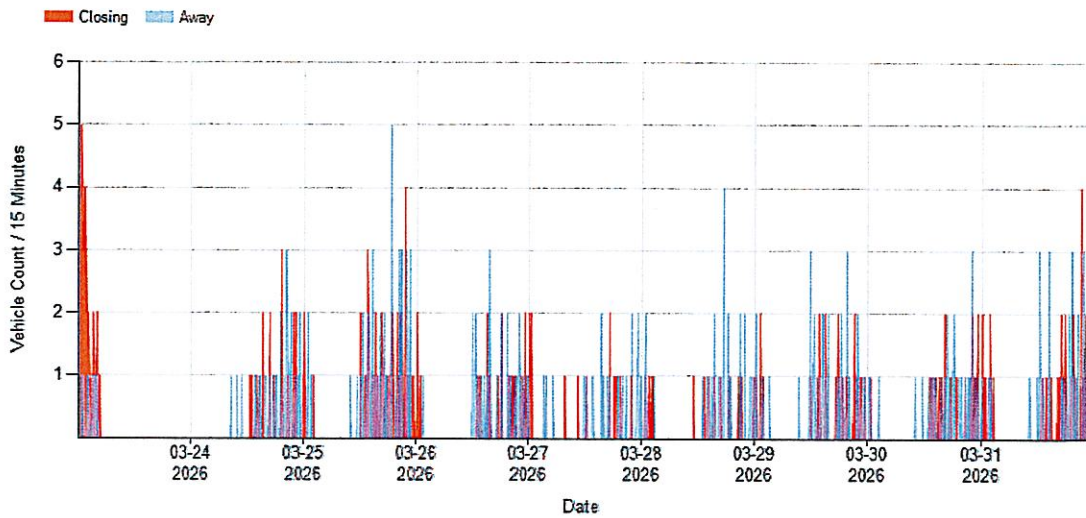
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Count vs Time Chart

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WILLOW PARK POLICE DEPT.

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Survey GPS Coordinates

Survey Dates	Start	Stop
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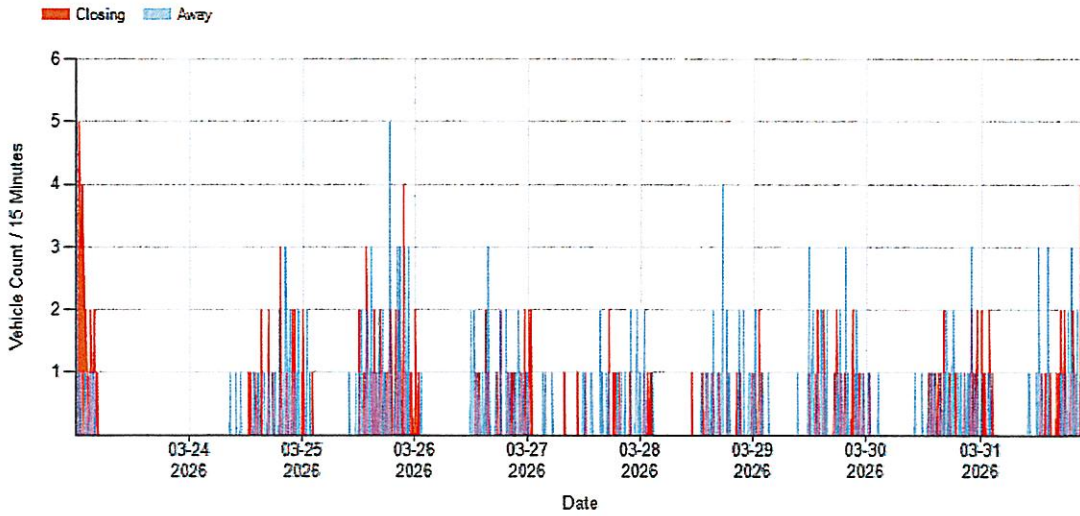
Posted Speed Limit 30 mph

Traffic Zone Normal

Count vs Time Chart

Date Range: 2026-03-23 - 2026-04-01

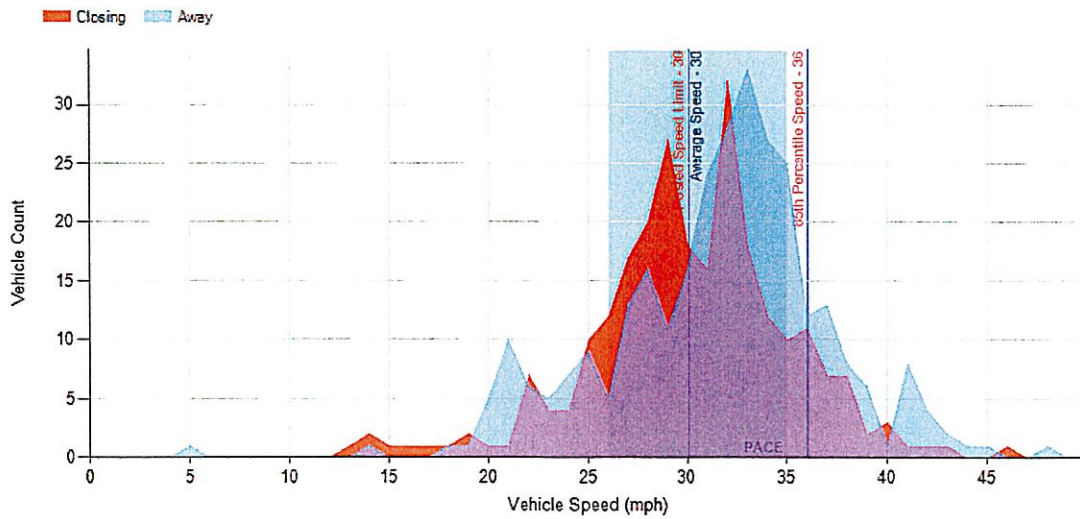
Direction: Both



Count vs Speed Chart

Date Range: 2026-03-23 - 2026-04-01

Direction: Both



WILLOW PARK POLICE DEPT.

Survey Description

Survey Location 600 KINGS GATE, WILLOW PARK, TX

Survey GPS Coordinates

Survey Dates	Start	Stop
	Monday, 3/23/2026 7:06 PM	Wednesday, 4/1/2026 5:15 PM

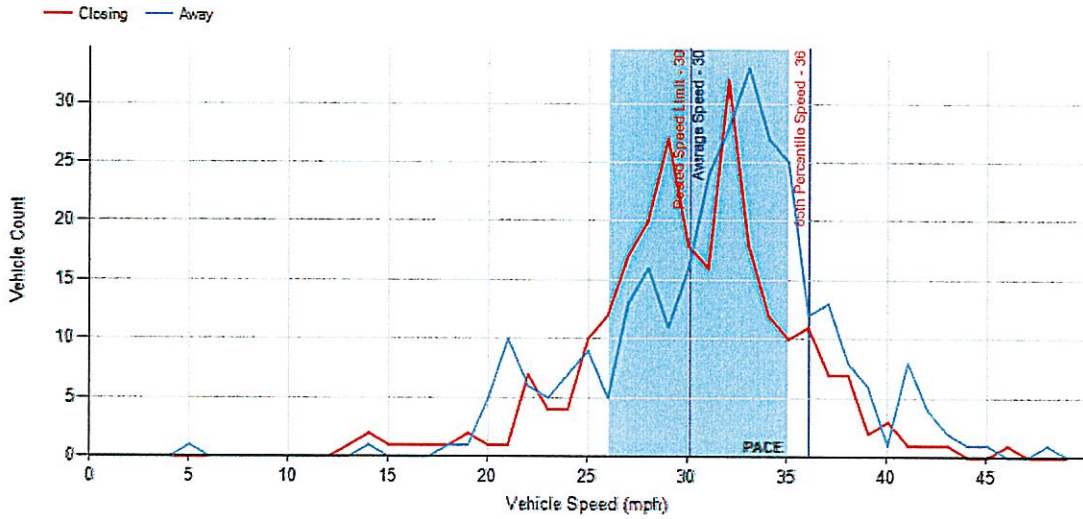
Posted Speed Limit 30 mph

Traffic Zone Normal

Count vs Speed - Line Chart

Date Range: 2026-03-23 - 2026-04-01

Direction: Both





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 28, 2026	Department: Administration	Presented By: Toni Fisher, Assistant City Manager
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AGENDA ITEM:

Discussion & Action: to consider approval of an extension to McKnight Title Company’s Commercial Lease at 120 El Chico Trail, Ste B, Willow Park, Texas.

BACKGROUND:

The City of Willow Park’s purchase of 120 El Chico Trail for its City Hall also included the building’s existing tenants in suites B and D. Recently, Suite D’s tenant, Sylvan Learning Center, vacated its space, which will soon become the city’s Municipal Court; Suite B’s tenant, McKnight Title Company, has expressed their interest in extending their lease for Suite B.

The one-year lease proposed here, effective as of January 1, 2027, presents an increase in rent from \$12.50/sf to current market conditions at \$20/sf, and a consolidated reduction in square footage from 6,128 sf to 4,590 sf, space which the City may occupy as needed and necessary. The lease also offers the option of a one-year extension at market rate.

STAFF RECOMMENDATION:

City Staff recommend approval, as presented.

EXHIBITS:

- Current Lease for McKnight Title Company
- Extension of Commercial Lease for McKnight Title Company

RECOMMENDED MOTION:

Motion to approve the extension to McKnight Title Company’s Commercial Lease for 2027 at 120 El Chico Trail, Ste B, as presented.



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

120 El Chico Trl

CONCERNING THE LEASED PREMISES AT Willow Park, TX 76087

between Parker County RE Partners, LLC (Landlord) and McKnight Title Company (Tenant).

Table of Contents

Table with 3 columns: No., Paragraph Description, Pg. listing items 1-38 such as Parties, Leased Premises, Term, etc.

ADDENDA & EXHIBITS (check all that apply)

- Checkboxes for Exhibit, Commercial Property Condition Statement (TXR-1408), Commercial Lease Addendum for Broker's Fee (TXR-2102), etc.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: KP, and Tenant: SJ

TEXAS REALTORS

COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Parker County RE Partners, LLC ; and
Tenant: McKnight Title

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number _____ containing approximately 6,128 square feet of rentable area ("rsf") in _____ (project name) at 120 El Chico Trl (address) in Willow Park (city), Parker (county), Texas, which is legally described on attached Exhibit _____ or as follows:
Legal: Acres: 2.542, Lot: All, Blk. 688R, Subd: EL CHICO
Situs: EL CHICO TR 120

(2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area ("rsf") at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is 48 months and 0 days, commencing on: January 1, 2023 (Commencement Date) and ending on December 31, 2026 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: LP, _____, and Tenant: SM, _____

120 El Chico Trl

Commercial Lease concerning: Willow Park, TX 76087

for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
01/01/2023	12/31/2023	/ rsf / month	\$10.00 + NNN / rsf / year	\$5,106.67 + NNN
01/01/2024	12/31/2024	/ rsf / month	\$11.00 + NNN / rsf / year	\$5,617.33 + NNN
01/01/2025	12/31/2025	/ rsf / month	\$11.50 + NNN / rsf / year	\$5,872.67 + NNN
01/01/2026	12/31/2026	/ rsf / month	\$12.00 + NNN / rsf / year	\$6,128.00 + NNN
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) Utilities

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before Execution of the Lease

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Parker County RE Partners, LLC
 Address: 1635 Rogers Road
Fort Worth, TX 76107

120 El Chico Trl

Commercial Lease concerning: Willow Park, TX 76087

- F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. **Returned Checks:** Tenant will pay \$ 25.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. **Application of Funds:** Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

J. **Expense Reimbursement.** In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.

(1) **Reimbursable Periods.** Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) **Definitions:**

(a) "Tenant's pro rata share" is 35.811 %.

(b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.

(c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.

(d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

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Initialed for Identification by Landlord: KP, and Tenant: SV

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Commercial Lease concerning: Willow Park, TX 76087

- (e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.
- (3) **Method:** The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.
 - (a) **Base-year expenses:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: taxes; insurance; CAM; structural; and _____.
 - (b) **Expense-stop:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: taxes; insurance; CAM; structural; roof replacement; and _____.
 - (c) **Net:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; roof replacement; and _____.
- (4) **Projected Monthly Expenses:** On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 17,112 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	5.25 / rsf / year

- (5) **Reconciliation:** Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: VP, _____, and Tenant: SM, _____

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Commercial Lease concerning: Willow Park, TX 76087

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 6,128.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) <u>N/A</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

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Commercial Lease concerning: Willow Park, TX 76087

- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
 - (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)
 - (a) \$1,000,000; or
 - (b) \$2,000,000.
 If neither box is checked the minimum amount will be \$1,000,000.
 - (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
 - (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
 - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: General Business Office for McKnight Title

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: W, _____, and Tenant: JM, _____ Page 7 of 18

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Commercial Lease concerning: Willow Park, TX 76087

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 24 hours a day, 7 days a week, 365 days a year

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) N/A

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: LR, _____, and Tenant: JA, _____

120 El Chico Trl

Commercial Lease concerning: Willow Park, TX 76087

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 180 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Signs and lighting:			
(a) Pylon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Fascia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Directional	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Other: N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(21) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) N/A		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(23) N/A		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.		<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

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- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

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B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. **INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. **DEFAULT:**

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

- (1) any lost rent;
- (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
- (3) repairs to the leased premises for use beyond normal wear and tear;
- (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
- (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
- (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
- (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
- (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:**

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

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any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: N/A

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Transwestern, 777 Main Street, Suite 1500 Fort Worth TX 76102
Lester Day

Phone: (817)877-4433

Fax:

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

KPGD - McKnight

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C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____	Cooperating Broker: _____
N/A	N/A
Agent: N/A	Agent: N/A
Address: N/A	Address: N/A
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

Principal Broker: (Check only one box)	Cooperating Broker represents Tenant:
<input type="checkbox"/> represents Landlord only.	
<input type="checkbox"/> represents Tenant only.	
<input type="checkbox"/> is an intermediary between Landlord and Tenant.	

B. Fees:

- (1) Principal Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR 2102).
- (2) Cooperating Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR 2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: **Parker County RE Partners, LLC,**
 Address: **1635 Rogers Road Fort Worth, TX 76107**
 Attention: **Kyle Poulson**
 Fax: _____

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and a copy to: **Mopac Management, LLC**
Address: **1635 Roger Road Fort Worth, TX 76107**
Attention: **Zach Etheredge**
Fax: _____

Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,

and to: **McKnight Title Company**
Address: **4916 Camp Bowie Blvd Fort Worth, TX 76107**
Attention: **Scott McKnight & Chris Harrison**
Fax: _____

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Tenant also consents to receive notices by e-mail at: **chris@mcknighttitle.com**

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

-- **Kyle Poulson and Gibson Duwe are Licensed Real Estate Agents in the State of Texas and are acting as Principals in this Transaction.**

36. AGREEMENT OF PARTIES:

- A. **Entire Agreement:** This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. **Binding Effect:** This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. **Joint and Several:** All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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- D. **Controlling Law:** The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. **Severable Clauses:** If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. **Waiver:** Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.
- J. **Counterparts:** If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: _____

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Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Parker County RE Partners, LLC

Tenant: McKnight Title

By: _____

By: _____

By (signature): 

By (signature): 

Printed Name: Kyle K. Paulson

Printed Name: _____

Title: Member Date: 12-26-22

Title: _____ Date: 1/30/23

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE LEASED PREMISES AT 120 El Chico Trail, Ste B, Willow Park TX 76087
between CITY OF WILLOW PARK (Landlord)
and McKNIGHT TITLE COMPANY (Tenant).

Table of Contents

<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>	<u>ADDENDA & EXHIBITS (check all that apply)</u>
1.	Parties	2	<input type="checkbox"/> Exhibit _____
2.	Leased Premises	2	<input type="checkbox"/> Exhibit _____
3.	Term	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses.....	3	<input type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit.....	5	<input type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes.....	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance.....	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours.....	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance	7	<input type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs.....	8	<input type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord.....	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition.....	9	<input type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition.....	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs	9	<input type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations.....	11	<input type="checkbox"/> _____
17.	Liens	11	<input type="checkbox"/> _____
18.	Liability.....	11	<input type="checkbox"/> _____
19.	Indemnity	11	<input type="checkbox"/> _____
20.	Default	11	<input type="checkbox"/> _____
21.	Abandonment, Interruption of Utilities, Removal of Property and Lockout.....	12	
22.	Holdover	12	
23.	Landlord's Lien and Security Interest	12	
24.	Assignment and Subletting	12	
25.	Relocation.....	13	
26.	Subordination.....	13	
27.	Estoppel Certificates and Financial Info. ...	13	
28.	Casualty Loss	13	
29.	Condemnation	14	
30.	Attorney's Fees.....	14	
31.	Representations.....	14	
32.	Brokers	14	
33.	Addenda	15	
34.	Notices.....	15	
35.	Special Provisions.....	16	
36.	Agreement of Parties	16	
37.	Effective Date	16	
38.	License Holder Disclosure	17	

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: CITY OF WILLOW PARK
_____; and
Tenant: McKNIGHT TITLE COMPANY
_____.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number B containing approximately 4,590 square feet of rentable area ("rsf") _____ (project in name) at 120 EL CHICO TRAIL (address) in WILLOW PARK (city), PARKER (county), Texas, which is legally described on attached Exhibit _____ or as follows:
LEGAL: ACRES: 2.542, LOT: ALL, BLK. 688R, SUBD: EL CHICO
SITUS: 120 EL CHICO TRAIL

(2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area ("rsf") at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is 12 months and 0 days, commencing on:
JANUARY 1, 2027 (Commencement Date) and ending on
DECEMBER 31, 2027 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for

Commercial Lease concerning: 120 EL CHICO TRAIL, STE B, WILLOW PARK TX 76087

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such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the N/A day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
01/01/2027	12/31/2027	/ rsf / month	\$20.00+NNN / rsf / year	\$7,650.00 + NNN
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) UTILITIES

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before EXECUTION OF LEASE

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: CITY OF WILLOW PARK, 120 EL CHICO TRAIL, STE A, WILLOW PARK TX 76087
 Address: _____

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- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$35.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

- J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) "Tenant's pro rata share" is 35.811 %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

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- (e) *“Structural”* means all of Landlord’s expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) *“Roof”* means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3). Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: “CAM” does not include taxes and insurance costs.

- (a) Base-year expenses: Each month Tenant will pay Tenant’s pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: taxes; insurance; CAM; structural; and _____.
- (b) Expense-stop: Each month Tenant will pay Tenant’s pro rata share of the projected monthly expenses for the Property that exceed \$_____ per square foot per year for: taxes; insurance; CAM; structural; roof replacement; and _____.
- (c) Net: Each month Tenant will pay Tenant’s pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; roof replacement; and _____.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord’s estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 6,128 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	\$5.25/ rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant’s next rent payment(s). Tenant may audit or examine those items in Landlord’s records that relate to Tenant’s obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

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5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 6,128.00 on file to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) <u>N/A</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

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- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$_____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
 - (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
 - (a) \$1,000,000; or
 - (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.
 - (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
 - (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
 - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other:
GENERAL BUSINESS OFFICE FOR McKNIGHT TITLE

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- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*):
 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) N/A
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

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12. ACCESS BY LANDLORD:

- fiU During Tenant’s normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant’s normal business hours if: (1) entry is made with Tenant’s permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant’s business operations when accessing the leased premises.
- fiU During the last 180 days of this lease, Landlord may place a “For Lease” or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT’S PERSONAL PROPERTY:

- fiU At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- fiU If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant’s expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- ›U “Surrender” means vacating the leased premises and returning all keys and access devices to Landlord. “Normal wear and tear” means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant’s expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party’s guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, and other structural components.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Signs and lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(a) Pylon.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Fascia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Other: _____.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(21) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) <u> N/A</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) <u> N/A</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord’s remedies under Paragraph 20.

- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

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B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

- (1) any lost rent;
- (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
- (3) repairs to the leased premises for use beyond normal wear and tear;
- (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
- (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
- (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
- (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
- (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

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23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

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28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant’s notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant’s personal property.

30. ATTORNEY’S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney’s fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: N/A
- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not

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arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are: N/A

Principal Broker: N/A

Cooperating Broker: N/A

Agent: N/A

Agent: N/A

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

License No.: _____

License No.: _____

- Principal Broker: *(Check only one box)*
- represents Landlord only.
 - represents Tenant only.
 - is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees: N/A

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: CITY OF WILLOW PARK
 Address: 120 EL CHICO TRAIL, STE A, WILLOW PARK TX 76087
 Attention: CITY MANAGER
 Fax: _____

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and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,

and to: _____
McKNIGHT TITLE COMPANY
Address: 4916 CAMP BOWIE BLVD, FORT WORTH TX 76107
Attention: SCOTT McKNIGHT
Fax: _____

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. *(If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)*

TENANT HAS OPTION TO EXTEND ONE (1) ADDITIONAL YEAR; TO BE PRICED AT MARKET RATE.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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- D. **Controlling Law:** The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. **Severable Clauses:** If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. **Waiver:** Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.
- J. **Counterparts:** If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: _____

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Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: CITY OF WILLOW PARK

Tenant: McKNIGHT TITLE COMPANY

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 28, 2026	Department: Public Works	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion/Action:

To discuss and approve an amended utility fee ordinance for the Fiscal Year 2025-26.

BACKGROUND:

The city is a member of a regional solid waste collaborative consisting of five neighboring municipalities. Through this collaborative, the cities jointly contract with Republic Services to provide residential trash and recycling collection.

Currently, Republic Services operates two three-person trucks each Tuesday to collect both trash and recycling, along with one three-person truck on Fridays dedicated solely to trash collection. Beginning in May, Republic Services will transition to an automated collection system using claw-equipped trucks. With this change, all trash and recycling must be placed in Republic-provided carts for collection.

As a result of this service change, Republic Services has implemented a revised rate structure. Under the current rate, residents pay \$17.63 per month for trash and recycling services, for a total of \$19.08 per month including sales tax.

Under the new rate, the monthly charge will be \$25.12, which includes \$23.21 for service and \$1.91 in sales tax. This fee includes one trash cart and one recycling cart. Additional carts will be available for rent at a rate of \$3.15 per cart, per month.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To approve the ordinance as presented.

EXHIBITS:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ADOPTING A COMPREHENSIVE FEE AND RATE SCHEDULE FOR THE FOLLOWING ENTERPRISE FUND UTILITY RATES/SERVICES/CHARGES FOR FISCAL YEAR 2025-26, INCLUDING WATER IMPACT FEES, WATER TAP FEES WASTEWATER IMPACT FEES, WASTEWATER TAP FEES DRAINAGE IMPACT FEES, UTILITY DEPOSITS/FEES, WATER BASE RATES, WATER VOLUMETRIC CHARGES, WASTEWATER RATES, SOLID WASTE RATES, ADDITIONAL UTILITY SERVICES CHARGES, AND WATER METER COSTS; AMENDING VARIOUS CITY ORDINANCES; AND CONTAINING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park has adopted numerous ordinances that provide for various utility fees/rates/service/charges that are subject to change from time to time; and

WHEREAS, the City has determined that it would be convenient to consolidate many of those utility fees/rates/services/charges in one ordinance that can be reviewed and amended as needed from time to time; and

WHEREAS, the City has determined that the utility fees/rates/services/charges specified herein are reasonable, necessary, fair and designed to fund the various activities to which they pertain; and

WHEREAS, the City has determined that the utility fees/rates/services/charges set forth herein will promote the health, safety, and welfare of the citizens of Willow Park; and

WHEREAS, this ordinance was adopted at a meeting of the Willow Park City Council held in strict compliance with the Texas Open Meetings Act at which a quorum of the City council was present and voting;

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

Section 1. Rates Imposed

The City hereby adopts the Enterprise Fund Utility Rates/Services attached as Exhibit “A” hereto and imposes the utility fees/rates/services/charges set forth therein upon the services, activities, events and materials that are described therein. These fee, rates and charges shall be collected by the City in accordance with the various City ordinances that more particularly describe each of these fees, rates, services and charges.

Section 2. Ordinances Amended

Water Impact Fees

Meter Size	AWWA Capacity	Willow Park Impact Fee	Equivalency Factor	Ft. Worth Impact Fee
3/4"	30	\$2,993	1.50	\$4,236
1"	50	\$4,988	2.50	\$7,060
1 1/2"	100	\$9,975	5.00	\$14,120
2"	160	\$15,960	8.00	\$22,592
3"	320	\$29,925	21.75	\$61,422
4"	500	\$49,875	37.50	\$105,900
6"	1000	\$99,750	80.00	\$225,920

Water Tap Fees

Water Tap Fee (1" or less)	\$500
Water Tap Fee (1 1/2" - 2")	\$750
Water Tap Fee (3" - 4")	\$1,000
Water Tap Fee (6")	\$1,500

Wastewater Impact Fee

Meter Size	AWWA Capacity	Meter Equivalent Factor	Impact Fee
3/4"	30	1	\$3,248
1"	50	1.67	\$5,413
1 1/2"	100	3.33	\$10,825
2"	160	5.33	\$17,320
3"	320	10.67	\$32,475
4"	500	16.67	\$54,125
6"	1,000	33.33	\$108,250

Wastewater Tap Fees

Wastewater Tap Fee (1" or less)	\$500
Wastewater Tap Fee (1 1/2" - 2")	\$750
Wastewater Tap Fee (3" - 4")	\$1,000
Wastewater Tap Fee (6")	\$1,500

Drainage Impact Fee

\$34.74 per stormwater service unit

Utility Deposits/Fees

	Residential	Res. Senior	Res. Outside	Res. Rental	Commercial	Irrigation
New Account Deposit	\$100	\$100	\$200	\$200	\$200	\$100
New Account Application Fee	\$50	\$50	\$60	\$60	\$60	\$50
Reconnect Fee	\$50	\$50	\$50	\$50	\$50	\$50
Unscheduled Acct. Closure Fee	\$25	\$25	\$25	\$25	\$25	\$25
Acct. Re-Activation Fee	\$50	\$50	\$50	\$50	\$50	\$50
Garbage Only New Account	\$50	\$50	\$60	\$60	N/A	N/A
After-hour (Non-Emergency) Connect/Disconnect*	\$75	\$75	\$75	\$75	\$75	\$75

*Each trip will be a separate charge. Requests for standby service will be charged fee for each hour from time request received until return from call.

Late Payment Charge	5% of Delinquent Balance
Non-Sufficient (NSF) Funds Fee	\$30
Credit/Debit Card Processing Fee	3% of Transaction

- ❖ All Residential and Residential Sr. accounts include Residential Waste (curbside garbage).
- ❖ All Residential Outside (ETJ) accounts must provide proof of an on-site sewage facility (OSSF) and solid waste service prior to water service activation.
- ❖ Commercial accounts must provide proof of solid waste services through Republic Services
- ❖ All construction accounts are classified as Commercial accounts.
- ❖ Residential Outside (ETJ) accounts that do not have a deposit on file will be charged a \$10 per month prorated deposit charge.

Water Base Rates (meter charge is assessed as a monthly base charge for connecting to City Utility Water)

Meter Charge	Residential	Residential Sr.	Res. Outside (ETJ)	Commercial	Irrigation
3/4"	\$41.71	\$31.29	\$47.97	\$41.71	\$41.71
1"	\$104.29	\$78.21	\$119.93	\$104.29	\$104.29
1 1/2"	\$208.57	\$156.43	\$239.86	\$208.57	\$208.57
2"	\$333.72	\$250.29	\$383.77	\$333.72	\$333.72
3"	\$625.72	\$469.29	\$719.57	\$625.72	\$625.72
4"	\$1,042.86	\$782.15	\$1,199.29	\$1,042.86	\$1,042.86
6"	\$2,085.72	\$1,564.29	\$2,298.58	\$2,085.72	\$2,085.72

Water Volumetric Charges (water volume charges are assessed based on 1,000-gallon usage)

Volumetric Charge	Residential	Residential Sr.	Res. Outside (ETJ)
0 - 9,000 Gallons	\$4.05	\$3.04	\$5.96
9,000 – 20,000 Gallons	\$5.07	\$5.07	\$7.46
20,001 – 40,000 Gallons	\$6.32	\$6.32	\$9.30
40,000 Gallons +	\$7.90	\$7.90	\$11.63

Volumetric Charge	Commercial	Irrigation
0 - 25,000 Gallons	\$4.05	\$5.07
25,001 – 50,000 Gallons	\$5.07	\$6.32
50,001 Gallons +	\$6.32	\$7.90

Wastewater Rates

Base Charges	Residential	Commercial
Monthly	\$34.40	\$44.02

- ❖ Wastewater base charges are assessed as monthly charge for connecting to the City Wastewater Facility

Volumetric Charge	Residential	Commercial
Per 1,000 Gallons	\$8.87	\$11.34

- ❖ Wastewater volumetric charges are assessed based on the winter (Dec, Jan, Feb) average per 1,000- gallon water usage for residential customers. The city-wide average of 6,000 gallons is used for new customers until a winter average is established.
- ❖ Wastewater volumetric charges are assessed based on actual water usage for commercial customers.

Multi-Family	Base Charge	Volumetric Charge
Total number of units will be charge at 80% of residential base rate, plus volumetric charge of actual water usage, not including irrigation.	\$27.52	\$8.87

Solid Waste Rates

Solid Waste Fees	\$22.49
Residential Solid Waste Pick-up (includes one trash and one recycling cart , bulk/brush pick-up)	\$12.94 \$23.21
Residential Recycling	\$4.69
Cart Rental Fee (additional carts from the original ones provided)	\$3.15
Sales Tax (8.25%)	\$1.71 \$1.91

- ❖ Monthly charges based on contracted service provider.

Additional Utility Services	
Water Meter Installation/Change Out	\$250 + Cost of Equipment
Meter Box Installation/Change Out	\$250 + Cost of Equipment
Boring for Installation of line (Water or Sewer)	\$500
Water Meter Testing (fee is refunded if meter is found to outside industry tolerances)	\$75
Equipment Damage Fee	\$75 + Cost of Equipment
Meter Tampering- (meter lock broken or removed, curbstop broken, meter broken or stole or disconnected, radio broken, stolen, or disconnected, unauthorized connection) 1 st Offense- 2 nd Offense- 3 rd Offense-	\$500 + Cost of Equipment \$750 + Cost of Equipment \$1000 + Cost of Equipment and Termination of Service
Construction Water Meter Deposit (fire hydrant meter)	\$2,300

Meter Costs

Meter Size	3/4"	1"	1 1/2"	2"	3"	4"	6"
Meter Cost	\$178.46	\$276.92	\$1,547.69	\$1,785.79	\$2,262.01	\$3,928.75	\$6,786.00
Radio	\$202.10	\$202.10	\$202.10	\$202.10	\$202.10	\$202.10	\$202.10
Total	\$380.57	\$479.03	\$1,749.79	\$1,987.90	\$2,464.12	\$4,130.86	\$6,988.10

Section 3. Severability

Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. Effective Date.

This Ordinance shall be effective upon its passage. PASSED, APPROVED AND ADOPTED this the 24th day of April, 2026.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

APPROVED AS TO FORM:

William P. Chesser, City Attorney

The Willow Park City Council, acting on Ordinance No. _____, did on the 27th day of August 2024 vote as follows:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: 4/28/2026	Department: Public Works	Presented By: Chase McBride
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AGENDA ITEM

Discussion/Action: To approve a water project to loop the water line west along the southern service road of I-20 and East Bankhead Highway.

BACKGROUND: This water loop project has been in the City’s CIP plan since 2017. This project will improve water capacities and level out system pressures along the I-20 corridor, along with removing a dead-end main that requires monthly flushing.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To approve the Water line loop along I-20 and East Bankhead Highway.

EXHIBITS: Estimated project cost provided by Jacob & Martin

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$ 647,300
	Source of Funding	Water Impact Fee

	CITY OF WILLOW PARK WEST BANKHEAD WATER IMPROVEMENTS
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PRELIMINARY OPINION OF PROBABLE COST APRIL 9, 2025

CONSTRUCTION COSTS						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	
1	Mobilization, Insurance, Etc	1	LS	\$30,000	\$30,000	
2	8" Water Line	3,100	LF	\$50	\$155,000	
3	River Crossing	400	LF	\$400	\$160,000	
4	Gate Valves	6	EA	\$3,500	\$21,000	
5	Fire Hydrants	6	EA	\$7,500	\$45,000	
6	Main Line Connection	2	EA	\$8,500	\$17,000	
7	Misc Components	1	LS	\$25,000	\$25,000	
8	Traffic Control	1	LS	\$10,000	\$10,000	
SUBTOTAL					\$463,000	
Owner's Allowance (20%)					\$93,000	
TOTAL CONSTRUCTION COSTS:					\$556,000	

NONCONSTRUCTION COSTS

Planning	\$15,000
Basic Engineering (Design)	\$37,000
Basic Engineering (Bidding and Construction Review)	\$9,300
Surveying	\$10,000
Permitting	\$10,000
Inspection	\$10,000
TOTAL NONCONSTRUCTION COSTS:	\$91,300

PROJECT TOTAL **\$647,300**

NOTES:

The above Opinion of Probable Cost (OPC) is only an opinion and is supplied only for the guidance of the client. The Opinion represents Jacob|Martin's best judgement as design professionals. The Opinion is based on recent experience and adjusted to accommodate factors known to the design professional at the time the Opinion is prepared. Jacob|Martin has no control over the cost of labor and material, competitive bidding, or market conditions. Jacob|Martin does not guarantee the accuracy of the Opinion as compared to actual bids or cost to the Client.