



## CITY COUNCIL REGULAR MEETING DECEMBER 9, 2025 AGENDA

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

Tuesday, December 09, 2025 at 6:00 PM

---

### CALL TO ORDER AND DETERMINATION OF QUORUM

### INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

### 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 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.*

1. **Mayor Comments: Bible Verse; Decorum for Citizens, Council and Mayor**

### 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: November 17, 2025**
3. **Approval to cancel Regular City Council Meeting scheduled for December 23, 2025 due to the Christmas Holiday.**

### PUBLIC HEARING

4. **PUBLIC HEARING to consider Zoning Change Request from "CLASS II - RESIDENTIAL: 'R-1' SINGLE-FAMILY DISTRICT." TO "CLASS IV - INDUSTRIAL: 'LI' LIGHT INDUSTRIAL DISTRICT." FOR 4.656 ACRES TRACT OF LAND OUT OF**

**THE I. HEADLEY SURVEY, ABSTRACT NO. 619, PARKER COUNTY, TEXAS, AND WITHIN THE CITY OF WILLOW PARK, TEXAS.** *(City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)*

- 5. PUBLIC HEARING to consider amending the Planned Development Agreement ORDINANCE NO. 740-16 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A CHANGE IN ZONING TO PD PLANNED DEVELOPMENT ZONING DISTRICT CLASSIFICATION AND USE DESIGNATION FOR THAT CERTAIN 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W. FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO. 1955, AND THE J. FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS.** *(City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)*

## **REGULAR AGENDA ITEMS**

- 6. Discussion and Action: to consider approval of a Professional Services Agreement with Jacob & Martin for Design of Restroom Facilities at Kings Gate Park** *(Parks Director Mandy McCarley; Interim City Manager Toni Fisher)*
- 7. Discussion and Action: To consider and act on all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation in an amount not to exceed \$10,110,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof; including the adoption of Resolution 2025-17 pertaining thereto.** *(Erick Macha, Interim City Manager Toni Fisher, Interim City Manager Michelle Guelker)*
- 8. DISCUSSION AND ACTION: to consider and approve a Zoning Change Request from "CLASS II - RESIDENTIAL: 'R-1' SINGLE-FAMILY DISTRICT." TO "CLASS IV - INDUSTRIAL: 'LI' LIGHT INDUSTRIAL DISTRICT." FOR 4.656 ACRES TRACT OF LAND OUT OF THE I. HEADLEY SURVEY, ABSTRACT NO. 619, PARKER COUNTY, TEXAS, AND WITHIN THE CITY OF WILLOW PARK, TEXAS.** *(City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)*
- 9. DISCUSSION AND ACTION: to consider and approve a Zoning Change Request to Amend Ordinance No. 740-16 Planned Development Standards for The Reserves at Trinity Phase 2, also known as 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W, FRANKLIN SURVEY,**

**ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO. 1955, AND THE J. FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS. (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)**

- 10. Discussion & Action: to consider approval of a Chapter 380 Economic Development Agreement between the City of Willow Park, Texas, and Cork & Pig Tavern - Willow Park, LLC. (Interim City Manager Toni Fisher, City Planner Chelsea Kirkland)**
- 11. Discussion and Action: to consider approval of a Resolution to cast votes for candidate(s) for director for Parker County Appraisal District for terms expiring December 31, 2025. (City Secretary Deana McMullen)**
- 12. Discussion: Update on Willow Park Wastewater Treatment Plant (Interim City Manager Michelle Guelker, Public Works Director Chase McBride)**
- 13. Discussion And Action: to consider a budget amendment for a one-time \$200 longevity pay for each of the current forty-one full-time City Staff employees. (Council member Scott Smith)**
- 14. Discussion and Update from Chairperson Gene Martin regarding the Home Rule Charter**

## **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:*

- 15. Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberation Regarding Real Property) - 120 El Chico Trail Lease Agreements.**
- 16. Section 551.071, Consultation with City Attorney regarding pending or contemplated litigation: Beall Dean Ranch Development and East Bankhead Highway/claims of Aledo, Fort Worth against Willow Park.**
- 17. Section 551. 071, Consultation with City Attorney; Section 551.87, Economic Development Negotiations, proposed residential development (currently known as "Clearion") consisting of approximate 82.37-acres, situated in the 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, a portion being within the Extraterritorial Jurisdiction and remainder within the city limits of the City of Willow Park, Parker County, Texas.**
- 18. Section 551.074, Personnel Matters; review of City Manager resumes/applications**

## **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**

### **19. City Council Comments:**

Mayor Pro Tem Nathan Crummel - Merry Christmas

### **20. City Manager Comments:**

***Thanks to citizen volunteers***, Dave Lorenzo & Paul Kenney!

***Having an issue?*** Contact City Staff at 817-441-7108

***City Hall Holiday Closings:*** Christmas - Closed Wed, 12/24 through Fri, 12/26; New Year's - Closed Wed, 12/31 through Fri, 1/02. **In case of emergency, call 817-773-4594.**

***Happy Holidays*** from our "family" to yours!

### **21. Mayor Comments: Holiday Wishes**

### **22. Items of Community Interest:**

Christmas Charity Donation opportunities at City Hall:

**\*Angel Tree gift tags** to benefit the **Children's Advocacy Center, Parker County**, on the Who-ish trees in the foyer at City Hall. Bagged, tagged, unwrapped gifts are due at City Hall by **Thu, Dec. 11**.

**\*Fluffy Friends gifts** of new toys, unopened food/treats, and new blankets/towels to benefit the dogs and cats of the **Weatherford Animal Shelter** are being collected at City Hall. There is also a gift list available on the City of Willow Park's Facebook Page.

### **23. 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: December 3, 2025, 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](mailto: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 NOVEMBER 17, 2025 MINUTES

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

Monday, November 17, 2025 at 6:00 PM

---

### CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the regular meeting of the Willow Park City Council to order at 6:00 pm and confirmed a quorum of the City Council was present for this meeting.

### INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

The Invocation was given by Judge Roy Kurban. Followed by the Pledge of Allegiance and the Texas Pledge given by all present.

### Mayor Comments

#### 1. Mayor Opening Comments - Billed Legal Expenses; Cork & Pig

Mayor Comments: Mayor Teresa Palmer stated that she would be discussing the billed legal expenses in an Agenda item below. The City Attorney Fees for FY 2025 was budgeted at \$50,000 and for the last 2 months the City has spent \$114,000 and that is without the month of October. This is unsustainable.

Mayor Palmer also wanted to bring to everyone's attention that we now have the Cork & Pig Tavern in the City and they have very yummy food. I would encourage everyone to go and visit their restaurant. We are very blessed to have them in our City.

### 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 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.*

The following people spoke under Public Comments following items 3, 4 & 5 to allow the speakers for those items to give their presentations and would be able to leave.

Motion was made to move items 3, 4 & 5 up on the Agenda for speakers to be able to make presentations and leave.

Motion made by Councilmember Smith, Seconded by Councilmember Contreras.  
Voting Yea: Councilmember Contreras, Councilmember Wright, Councilmember Smith, Councilmember Crummel

## **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:**

**October 14, 2025**

**October 28, 2025**

Motion was made to approve the Consent Agenda as presented.

Motion made by Councilmember Smith, Seconded by Councilmember Crummel.

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

## **REGULAR AGENDA ITEMS**

### **3. 4th Quarter Financial Update - CPA Jake Weber**

CPA Jake Weber gave the City Council a Finance Update on the 4th (Final) Quarter of the 2024-2025 Fund Year.

Jake Weber gave the Council an update on the 4th and Final quarter of the 2024-2025 Fund Year stating there were no major surprises and things came in close to projections and were pretty much a break even scenario for the General Fund. For the Water Fund there was around a \$600,000 overall deficit stating that water impact fees were around \$250,000 thousand of that. The water reserves were at \$3.1 million and will be around \$2.3 million for the close of the year. Something we need to keep an eye on. With the growth expected in the area it should not be an issue. For the Waste Water Fund this is also at break even status and we will continue to strive to boost the reserve funds.

No action was taken on this item.

### **4. Discussion and Action: Presentation by Erick Macha of Hilltop Securities; Consideration of funding for the Squaw Creek Road Project (Interim City Manager Michelle Guelker, Councilmember Buddy Wright)**

Mr. Erick Macha of Hilltop Securities was present to discuss consideration of funding options for the Squaw Creek Road Project. He discussed whether taxes can sustain any new debt. He gave a presentation to the City Council and went over the Financial information and possible scenarios to pass CO Bonds to do this project. He also went over the possibility of GO Bonds for the project, however those have to be approved by the voters. If they are not approved then the project would be on hold for at least 3 years before the Council could do anything further.

If debt is issued in FY 2026 the first payment would not be until 2027. In FY 2026/2027 the city will have a \$400,000 tax reduction so there would be flexibility in the next budget cycle for the payment. And with the expected growth it would be doable. The going interest rate would be approximately 4.33% if you move forward at the next meeting. This would impact a homeowner with about an \$80 per year increase on their property tax bill. The water project is not supported by tax money, it is supported by water rates. If the debt is issued it could be internally split. This is information to consider and only preliminary numbers. It is informational and using preliminary numbers. This can be on the next meeting, December 9th and would be funded by February 2026.

Mayor Teresa Palmer stated that \$10m is a huge ask and it should go to the voters for consideration.

Mayor Pro Tem Nathan Crummel stated that he has an issue with this if the funding mechanism can't be done for 3 years then it leaves the citizens stranded if a vote does not pass. I am more in favor of issuing Certificates of Obligation.

Councilmember Buddy Wright stated that the opportunity is now without raising rates and can cover multiple projects at one time. We are representatives of the citizens. I am in favor of issuing Certificates of Obligation. Councilmember Scott Smith and Councilmember Eric Contreras also stated they would be in favor of the Certificates of Obligation.

Motion was made to move forward on the next Agenda to take steps needed to issue Certificate of Obligation Bonds to cover the Squaw Creek project and the water project as discussed.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

**5. Discussion and Action: to consider approval of contract for professional services with Jacob & Martin for update to the City of Willow Park Comp Plan and CIP** (*Interim City Manager Michelle Guelker*)

Motion was made to approve the contract for professional services with Jacob & Martin for the update to the City of Willow Park Comp Plan and CIP.

Mr. Derel Turner of Jacob & Martin were present to discuss the contract for professional services for the CIP and Comp Plan update. As discussed at the last

meeting I have brought forward a Scope of Work and Professional Service Agreement for the update of the CIP and COMP Plan update.

Motion was made to approve the Professional Services Agreement as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

**6. Discussion and Action: to review a process/policy approving legal work. (Mayor Teresa Palmer)**

Mayor Palmer asked if there can be some sort of process or polciy that staff would have to go by before seeking legal advise from the Attorney's office. Mayor Palmer questioned why the Attorney fees had con over the budget by \$ 64,000 in the months of August and September.

Interim City Manager Toni Fisher stated that there were several incidents that were unforeseen in the 2024-2025 Budget that required staff to utilize the attorney's office.

\$32,000 for the Halff Lawsuit (to daite)

\$ 17,500 for the Seperation of City Manager Bryan Grimes

\$4,730 for help with Public Information/Open Records requests

\$9,643 for the demand letter situation with the Beall/Dean Property

All of these items were unforeseen and would have raised the Attorney bill no matter who the Attorney is. The City Manager(s) have the authority to approve what needst go to the Attorney for review or for advise.

There was no further discussion or action on this item.

**7. Discussion: Update on Home Rule Committee Meeting(s) and Town Hall Meeting by Gene Martin (Mayor Teresa Palmer)**

Mr. Gene Martin was present to give the Council an update on the Home Rule Charter Committee meeting(s) as well as the Town Hall meeting that was held on Wednesday, November 12, 2025.

Mr. Martin informed the Council that the Home Rule Committee had one more meeting and then would be presenting the Charter to the Council for Review in January.

There was no action taken on this item.

**8. Presentation: New City Website** (*Communications Director Rose Hoffman*)

Communications Director Rose Hoffman was present to give an update and presentation on the new city website.

Ms. Hoffman went over the various upgrades on the new website stating that the City strived to make the website more user friendly.

There was no action following the demonstration.

**9. Discussion and Action: to consider a Partnership with local elementary schools to provide Thanksgiving Meals to families in need with project not to exceed \$2,000.00** (*Mayor Teresa Palmer*)

Mayor Teresa Palmer asked the Council for approval to consider partnership with the local elementary schools to provide Thanksgiving meals to families in need with the amount not to exceed \$2,000.

Discussion from Council was that they wanted to do this, but with the short window of time it would be hard to do the background etc... for the families in need, who would do that. Marcy Galle asked the council to consider an expenditure of up to \$5,000.

It was also asked of the City Attorney if the City Could allocate funds for this purpose. The Attorney said as long as say in the motion Funds for a public purpose.

Motion was made to approve funds for a public purpose not to exceed \$5,000 and be presented to the Aledo Advocats.

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.

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

**10. Discussion & Action: To approve an Ordinance of the City Of Willow Park, Texas amending the City Of Willow Park Code Of Ordinances, Chapter 1 "General Provisions", Article 1.05 "Boards, Commissions And Committees", Division 1 adding §1.05.001 "Commissions And Advisory Boards", adding §1.05.002 "Appointments for Committees, Boards and Commissions", adding §1.05.003 "Member Conduct and Removal from Committees, Boards and Commissions", and adding §1.05.004 "Operations of Committees, Boards and Commissions"; Providing For Repeal, Savings And Severability Clauses; And Providing For An Effective Date Of This Ordinance.** (*Interim City Manager Toni Fisher; Mayor Pro Tem Nathan Crummel*)

Motion was made to approve with the changes as discussed, an Ordinance of the City of Willow Park, Texas, amending the City of Willow Park Code of Ordinances, Chapter 1 "General Provisions", Article 1.05 "Boards, Commissions And Committees", Division 1 adding §1.05.001 "Commissions And Advisory Boards", adding §1.05.002 "Appointments for Committees, Boards and Commissions", adding §1.05.003 "Member Conduct and Removal from Committees, Boards and Commissions", and adding §1.05.004 "Operations of Committees, Boards and Commissions"; Providing For



Repeal, Savings And Severability Clauses; And Providing For An Effective Date Of This Ordinance.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

- 11. Discussion only: to discuss and consider an Ordinance of the City Of Willow Park, Texas Amending The City Of Willow Park Code Of Ordinances, Chapter 14 Zoning, Article 16 "Commissions", § 14.16.003 "Membership And Terms", § 14.16.004 "Procedure", § 14.16.005 "Duties And Powers", And §14.16.006 "Staff Support"; Providing For Repeal; Providing For Savings And Severability; Providing For Publication And Establishing An Effective Date. (Interim City Manager Toni Fisher; Mayor Pro Tem Nathan Crummel)**

The City Council had discussion to consider an Ordinance of the City of Willow Park, Texas Amending The City Of Willow Park Code Of Ordinances, Chapter 14 Zoning, Article 16 "Commissions", § 14.16.003 "Membership And Terms", § 14.16.004 "Procedure", § 14.16.005 "Duties And Powers", And §14.16.006 "Staff Support"; Providing For Repeal; Providing For Savings And Severability; Providing For Publication And Establishing An Effective Date.

This ordinance will have to come back to the City Council for consideration of approval after discussion and action is taken with the Planning & Zoning Commission.

No action was taken on this ordinance at this time.

- 12. Discussion & Action: to approve the Creation of a Citizen Financial Oversight Advisory Committee. (Mayor Teresa Palmer)**

Mayor Teresa Palmer wanted the Council to consider and approve the Creation of a Citizen Financial Oversight Advisory Committee. Mayor Palmer stated that the Committee would oversee and review all of the bills of the City on a quarterly basis to be transparent.

The City Council was not in favor of a Financial oversight committee.

No action was taken on this item.

- 13. Discussion & Action: to consider approval of amending Ordinance 802-19, an Ordinance of the City of Willow Park, Texas, Amending Chapter 1 "General Provisions", Article 1.03 "City Council", Division 2 "Governance Policy and Rules of Procedure", 1.03.035 "Meetings" Subsection (m) "Agenda" providing the mayor and city administrator have control of the city council agenda including supplements and amendments, Providing for a Savings Clause and Severability Clauses and an Effective Date. (City Attorney Andy Messer)**

This item was brought up from a previous meeting for clarification purposes. Following the discussion, a tight formal timeline was set for Mayor and City Manager to set the Council Agenda before each meeting.

Motion was made to approve this ordinance with the changes as were discussed.

Motion made by Councilmember Crummel, Seconded by Councilmember Wright.

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

**14. Discussion: regarding October 30, 2025 Water Leak and Boil Notice** (Mayor Teresa Palmer; Councilmember Scott Smith; Interim City Manager Toni Fisher)

Interim City Manager Toni Fisher gave an after action report on the water leak of October 30th stating that all protocols had been handled professionally by staff.

Mayor Palmer stated that she had a complaint from the headmaster at the TCA school asking if in the future we have a scheduled interruption in water service if they could receive advance notice in order to prepare for the day or delay or cancel school due to no water.

No action was taken on this item.

Mr. Scott Caron was left off of the Public Comments list and wanted to speak. He stated in the Squaw Creek area anyone selling the land there needs to be aware of the dam's that are there and anyone living in the immediate area would have a zero chance to get out. Interim City Manager Toni Fisher stated that staff has been discussing this with engineers that specialize in dam's.

## **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 meeting of the Willow Park City Council at 9:48 pm into Executive Session to discuss the items listed on the Agenda. Those present in this session was Mayor Teresa Palmer, Mayor Pro Tem Nathan Crummel, Councilmember Eric Contreras, Councilmember Chawn Gilliland, Councilmember Buddy Wright, Councilmember Scott Smith, Interim City Manager Toni Fisher and City Attorney Andy Messer.

**15. Section 551.071; Consultation with Attorney; City of Willow Park v. Halff & Associates**

**16. Section 551.071, Consultation with City Attorney regarding pending or contemplated litigation: Beall Dean Ranch Development and East Bankhead Highway/claims of Aledo, Fort Worth against Willow Park.**

**17. Section 551.074; Personnel Matters,**

**Assistant City Manager, Toni Fisher**

**Assistant City Manager, C. Michelle Guelker**

**Public Works Director, Chase McBride**

**Finance Director, Andi Saylor**

**Utility Billing Clerk, Priscilla Brown**

**Chief Building Official, Randy Law**

**Certified Permits Technician, Christine Rosas**

**City Engineer, Gretchen Vazquez**

**City Planner, Chelsea Kirkland**

**Parks Director, Mandy McCarley**

**Communications & Marketing Director, Rose Hoffman**

**Fire Marshal/Code Enforcement, John “Charlie” Schneider**

**Assistant Fire Marshal/Code Enforcement, Kevin Lockwood**

**City Secretary, Deana McMullen**

**Police Chief, Ray Lacy**

**18. Section 551.074, Personnel Matters; review of City Manager resumes/applications**

**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 called the regular meeting of the Willow Park City Council back to order at 11:11 p.m. There was no action on any item discussed in Executive Session.

**19. Discussion & Action: to consider a budget amendment for potential one-time incentive, (retention) payout to the staff listed in item 17. (Scott Smith)**

There was no action on this item at this meeting.

**INFORMATIONAL COMMENTS**

**20. City Council Comments:**

**Councilmember Smith:** Responsiveness and professionalism with Staff

**Councilmember Contreras:** Thanksgiving message

**Councilmember Scott Smith:** Responsiveness and professionalism with Staff

Councilmember Eric Contreras: Thanksgiving Message. Mr. Contreras wished everyone a Happy Thanksgiving and Safe Travels to all the families that may be going to visit friends and family members.

## 21. Interim City Managers' Comments: Thanks to Veterans

Interim City Manager Toni Fisher thanked all of the Veterans and their families for thier sacrifices and making the United States and the World a safer place for us to do what we do.

Ms. Fisher also announced that the Parks Department received word today that we have been awarded the AFA Sidewalk Grant from TXDOT. This is an 80/20 grant and will be used on Meadow Place and King Gate Park. Congratulations to Mandy McCarley Parks Director and City Engineer Gretchen Vazquez.

## 22. Mayor Comments

Mayor Teresa Palmer had no comments.

## 23. Items of Community Interest:

City of Willow Park's **4th Annual Tree Lighting** - *"How Willow Park Stole Christmas" with Who-ish Family Fun, Food Trucks, and Santa* - **Tuesday, December 2, 2025 at 5:30 p.m.** at Willow Park City Hall.

Christmas Charity Donation opportunities at City Hall:

**\*Angel Tree gift tags** to benefit the **Children's Advocacy Center, Parker County**, will be available for selection the week of November 10, 2025 in City Hall.

**\*Fluffy Friends gift drop box** to benefit the dogs and cats of the **Weatherford Animal Shelter** will be available for drop-off donations. There is a gift list available on the City of Willow Park's Facebook Page and in City Hall which includes new toys, unopened food/treats, and new blankets/towels.

**Items of Community Interest: Interim City Manager Toni Fisher announced the following information about upcoming Events in Willow Park.**

City of Willow Park's **4th Annual Tree Lighting** - *"How Willow Park Stole Christmas" with Who-ish Family Fun, Food Trucks, and Santa* - **Tuesday, December 2, 2025 at 5:30 p.m.** at Willow Park City Hall.

Christmas Charity Donation opportunities at City Hall:

**\*Angel Tree gift tags** to benefit the **Children's Advocacy Center, Parker County**, will be available for selection the week of November 10, 2025 in City Hall.

**\*Fluffy Friends gift drop box** to benefit the dogs and cats of the **Weatherford Animal Shelter** will be available for drop-off donations. There is a gift list available on the City of Willow Park's Facebook Page and in City Hall which includes new toys, unopened food/treats, and new blankets/towels.

## 24. Future Agenda Items requested by Mayor, City Councilmembers or Staff

Councilmember Eric Contreras asked if an item can be on a future Agenda regarding the Waste Water Treatment Plant update.

### **ADJOURN**

With there being nothing further to discuss or consider Mayor Palmer called for a motion to adjourn the regular meeting of the Willow Park City Council.

Motion was made to adjourn the meeting at 11:15 pm.

Motion made by Councilmember Crummel, Seconded by Councilmember Smith.

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

### **THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:**

\_\_\_\_\_  
Mayor Teresa Palmer

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Secretary Deana McMullen



## City of Willow Park

### Notice of Public Hearing

The City of Willow Park City Council will hold a public hearing on the matter listed below:

**PUBLIC HEARING to consider Zoning Change Request from “Class II - Residential: "R-1" Single-Family District.” to “Class IV - Industrial: "LI" Light Industrial District.” for 4.656 acres tract of land out of the I. Headley Survey, Abstract No. 619, Parker County, Texas, and within the City of Willow Park, Texas.**

Planning and Zoning Meeting: Tuesday, November 18<sup>th</sup>, 2025  
Time: 6:00 PM

City Council Meeting: Tuesday, December 9<sup>th</sup>, 2025  
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](mailto:ckirkland@willowpark.org) with any questions.





## City of Willow Park

### Notice of Public Hearing

The City of Willow Park City Council will hold a public hearing on the matter listed below:

1. **PUBLIC HEARING to consider Zoning Change Request from “Class II - Residential: "R-1" Single-Family District.” to “Class IV - Industrial: "LI" Light Industrial District.” for 4.656 acres tract of land out of the I. Headley Survey, Abstract No. 619, Parker County, Texas, and within the City of Willow Park, Texas.**
2. **PUBLIC HEARING to consider amending the Planned Development Agreement ORDINANCE NO. 740-16 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A CHANGE IN ZONING TO PD PLANNED DEVELOPMENT ZONING DISTRICT CLASSIFICATION AND USE DESIGNATION FOR THAT CERTAIN 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W. FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO. 1955, AND THE J. FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS**

City Council Meeting:  
Time:

Tuesday, December 9<sup>th</sup>, 2025  
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](mailto:ckirkland@willowpark.org) with any questions.



## PARKS DEPARTMENT AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b>  December 9, 2025	<b>Department:</b>  Parks	<b>Presented By:</b>  Mandy McCarley, Parks Director Toni Fisher, Asst. City Mgr.
--	---------------------------------	--

### **AGENDA ITEM:**

**Discussion & Action:** For approval of Agreement for Professional Services with Jacob & Martin, LLC for Park Restroom Design Plans.

### **BACKGROUND:**

We worked with the Aledo ISD Architecture II students to come up with a plan for a bathroom/pavilion for Kings Gate Park. In order for this project to go out to bid, we need the building concept to be professionally approved by an engineering/architectural firm.

Jacob & Martin have proposed a fee of \$45,000 for the scope of services. The funds for this project are available from the park improvement allocation from the last Certificate of Occupancy for the road project.

### **STAFF RECOMMENDATION:**

Staff recommends approval of the Agreement for Professional Services with Jacob & Martin, as presented.

### **RECOMMENDED MOTION:**

**Approval of Agreement for Professional Services with Jacob & Martin, as presented.**



INTEGRITY  
EXCELLENCE  
TRUST

## AGREEMENT FOR PROFESSIONAL SERVICES

This Professional Services Agreement is entered into between **City of Willow Park (CLIENT)** and **Jacob & Martin, LLC. (ENGINEER)**

**Client:** City of Willow Park

**Project:** Kings Gate Park Restroom Facilities

**Scope of Services:** Provide engineering services for the above referenced project as described in Attachment A.

**Compensation:** Fees associated with the outlined services will be provided as described in Attachments B and C.

**General Conditions:** See attached General Conditions.

Client has read, understands and agrees to the General Conditions, the Scope of Services, Compensation and any Addenda Incorporated into this Agreement by reference. This Agreement, including the General Conditions, Scope of Services, Jacob & Martin Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase order issued by Client. This Agreement is entered into at Willow Park, Texas and is made effective upon signature by both parties.

<b>Client:</b>	City of Willow Park	<b>Engineer:</b>	Jacob & Martin, LLC
<b>By:</b>		<b>By:</b>	<i>Derek Turner</i>
<b>Name:</b>		<b>Name:</b>	Derek Turner, P.E.
<b>Title:</b>		<b>Title:</b>	Principal
<b>Date:</b>		<b>Date:</b>	November 26, 2026



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 106  
Lubbock, TX 79414  
806.368.6375

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880



INTEGRITY  
EXCELLENCE  
TRUST

## ATTACHMENT A TO AGREEMENT FOR PROFESSIONAL SERVICES

### **Project Manager:**

Derek Turner, P.E.

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880

### **Client:**

Toni Fisher, Interim City Administrator

516 Ranch House Road  
Willow Park, TX 76087  
817.441.7108

### **Project Scope:**

ENGINEER shall provide the following:

- Provide architectural and structural engineering services as well as mechanical, electrical, and plumbing design for the preparation of plans and specifications for an approximately 365 square foot restroom facility at Kings Gate Park.
- Provide civil engineering services for the preparation of plans and specifications for the site civil component of a restroom facility at Kings Gate Park.
- Assist with the bidding and award of a construction contract for a restroom facility at Kings Gate Park.
- Assist with submittal review, periodic inspection (monthly), and pay estimate approval during construction of a restroom facility at Kings Gate Park.



325.695.1070  
817.594.9880



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 76906

1508 Santa Fe, Suite 203  
Weatherford, TX 76086



INTEGRITY  
EXCELLENCE  
TRUST

## ATTACHMENT B TO AGREEMENT FOR PROFESSIONAL SERVICES

### **Compensation:**

Total Compensation for the referenced Scope of Services shall be a lump sum of \$45,000.00 to be billed as a percent of completion on a monthly basis. Additional services requested by the owner shall be billed according to the rate schedule as contained in Attachment C.



325.695.1070  
817.594.9880



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 76906

1508 Santa Fe, Suite 203  
Weatherford, TX 76086



INTEGRITY  
EXCELLENCE  
TRUST

**ATTACHMENT C**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**HOURLY RATES FOR PROFESSIONAL SERVICES**

**ENGINEERING SERVICES**

Senior Principal Engineer	\$ 235.00
Principal Engineer	215.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	135.00
Engineering Technician - 1	140.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	105.00
CAD Draftsman - 2	90.00
Engineering Intern	75.00

**ARCHITECTURAL SERVICES**

Principal Architect	\$ 215.00
Licensed Architect - 1	200.00
Licensed Architect - 2	165.00
Licensed Interior Designer	125.00
Architectural Associate	110.00
Architectural Intern	75.00

**ANCILLARY SERVICES**

Environmental Scientist	\$ 135.00
Environmental Technician	90.00
GIS Technician - 1	135.00
GIS Technician - 2	90.00
Senior Land Man	120.00
Clerical - 1	100.00
Clerical - 2	75.00

*Effective 1/1/2025*



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 106  
Lubbock, TX 79414  
806.368.6375

36 E. Twohig, Suite 101  
San Angelo, TX 76903  
325.695.1070

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880





INTEGRITY  
EXCELLENCE  
TRUST

### SURVEYING SERVICES

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	165.00
Surveyor-in-Training (S.I.T.)	110.00
Survey Technician	100.00
1-Man Survey Team	180.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	205.00
2-Man Survey Team	205.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	230.00
3-Man Survey Team	230.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	255.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

### FIELD SERVICES

Resident Project Representative - 1	\$ 115.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	140.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	105.00
Licensed Water/Wastewater Operator (A/B)	105.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

### A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

*Effective 1/1/2025*



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 106  
Lubbock, TX 79414  
806.368.6375

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880



INTEGRITY  
EXCELLENCE  
TRUST

### CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

#### SERVICE TIME

Registered Professional Engineer	\$	200.00
Materials Technician Service Time		77.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		105.00
Pier Observation, Hot Mix, Reinforcing Steel		91.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		108.00

#### CONCRETE

Concrete Cylinder Compressive Strength Tests	\$	34.00
Client Made Cylinder		42.00
Entrained Air Content Test		40.00
Slump Tests, when cylinders are not made		30.00
Concrete Mix Design		1175.00
Concrete Design Confirmation Cylinder		38.00

#### SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	95.00
Field Compaction Test		35.00
Moisture-Density Curve (Proctor)		325.00
Washed Sieve Analysis (Soil)		80.00
Washed Sieve Analysis (Base Material)		95.00
Unit Weight		52.00
Absorption		52.00
Decantation		52.00
Moisture Content		52.00

#### ASPHALT

Rice Theoretical Specific Gravity	\$	96.00
Field Density, Hot Mix (Nuclear Method)		40.00

Local Vehicle Charge (within 20 miles of Abilene) - \$37.00 per trip to the project  
 Travel from and return to office at IRS rate per mile, plus service time at above rates  
 Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

#### A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

*Effective 1/1/2025*



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 106  
Lubbock, TX 79414  
806.368.6375

36 E. Twohig, Suite 101  
San Angelo, TX 76903  
325.695.1070

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880



INTEGRITY  
EXCELLENCE  
TRUST

## ATTACHMENT D TO AGREEMENT FOR PROFESSIONAL SERVICES

### GENERAL CONDITIONS

1. Parties to This Agreement  
CLIENT as used herein is the entity who authorizes performance of services by Jacob & Martin, Ltd. (JACOB & MARTIN) under the conditions stated herein.  
JACOB & MARTIN as used herein includes Jacob & Martin, LLC., its employees and officers.
2. JACOB & MARTIN will perform its services consistent with that level of care and skill ordinarily exercised by persons in the same line of work under similar conditions in the same or similar location.
3. This Agreement creates no warranty or guarantee, express or implied, nor does it create a fiduciary responsibility to CLIENT by JACOB & MARTIN.
4. CLIENT acknowledges that conditions may vary from those anticipated onsite and that JACOB & MARTIN's data, interpretations, and recommendations are based solely on the information available to JACOB & MARTIN, and JACOB & MARTIN is not responsible for the interpretation by others of the information developed.
5. Invoices will be submitted for services rendered. Payment is due upon presentation of the invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees and other costs incurred in collecting delinquent amounts.  
CLIENT fails to pay an invoice when due, JACOB & MARTIN may, upon five (5) days' notice to CLIENT, suspend all services until paid in full, and may terminate the agreement.
6. CLIENT agrees that any and all limitations of JACOB & MARTIN's liability and indemnifications by the CLIENT to JACOB & MARTIN shall include and extend to those individuals and entities JACOB & MARTIN retains for performance of the services under this Agreement, including but not limited to JACOB & MARTIN's officers, employees and heirs and assigns, as well as JACOB & MARTIN's sub-consultants and their officers, employees, heirs and assigns.
7. Notwithstanding any other provision of the Agreement, CLIENT and JACOB & MARTIN waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence, breach of warranty, breach of contract, strict liability or otherwise.
8. JACOB & MARTIN's reports, maps, field data, drawings, and other work product are part of JACOB & MARTIN's professional services, and do not constitute goods or products. Pertinent records relating to JACOB & MARTIN's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period.
9. In no event shall JACOB & MARTIN be responsible for the means and methods of construction or for the safety procedures employed by CLIENT's contractor. CLIENT shall hold its contractor solely responsible for the quality and completion of the Project, including but not limited to its construction in accordance with the construction documents.
10. CLIENT shall notify JACOB & MARTIN at least forty-eight (48) hours in advance of any necessary construction surveying or materials testing.
11. CLIENT shall bear sole responsibility for notifying all prospective purchasers or other appropriate third parties including, but not limited to, all appropriate municipal, regional, state or federal agencies of the existence of any hazardous or dangerous material located in or around the Project site.

CLIENT shall provide JACOB & MARTIN with all information regarding existing conditions, including the existence of hazardous or dangerous material, and proposed uses of the Project site and shall correctly designate the location of all property lines of the



325.695.1070  
817.594.9880



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 76906

1508 Santa Fe, Suite 203  
Weatherford, TX 76086



INTEGRITY  
EXCELLENCE  
TRUST

Project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the Project site. CLIENT shall immediately provide JACOB & MARTIN with any new information, including any change in plans.

12. **CLIENT hereby releases JACOB & MARTIN from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by CLIENT or others.** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site by JACOB & MARTIN, JACOB & MARTIN shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to CLIENT.
13. JACOB & MARTIN will take reasonable precautions to reduce damage to land and other property caused by JACOB & MARTIN's operations. However, CLIENT understands that damage may occur and JACOB & MARTIN's fee does not include the cost of repairing such damage. If CLIENT desires JACOB & MARTIN to repair and/or pay for damages, JACOB & MARTIN will undertake the repairs and add the pre-agreed cost to JACOB & MARTIN's fee.
14. Unless otherwise agreed, CLIENT will furnish unfettered right-of-entry and obtain permits as required for JACOB & MARTIN to perform the fieldwork.
15. JACOB & MARTIN is not responsible for the job site safety of others, nor does JACOB & MARTIN have stop-work authority over work by others. However JACOB & MARTIN will conduct its work in a safe, workman-like manner, and will observe the work site safety requirements of CLIENT that have been communicated to JACOB & MARTIN in writing.
16. JACOB & MARTIN's potential liability to CLIENT and others is grossly disproportionate to JACOB & MARTIN's fee due to the size, scope, and value of the Project. Therefore, unless CLIENT and JACOB & MARTIN otherwise agree in writing in consideration for an increase in JACOB & MARTIN's fee, CLIENT agrees to (1) limit JACOB & MARTIN's liability to the greater of \$2,000.00 or the amount of JACOB & MARTIN's fee, and (2) to the extent allowed by Texas law, indemnify JACOB & MARTIN against all claims, liability, damages, or expenses (except for JACOB & MARTIN's sole negligence or willful misconduct) arising out of or relating to all acts, failures to act, or other conduct of JACOB & MARTIN, including but not limited to, claims, liability, damages, or expenses arising out of or relating to the active negligence or other fault of JACOB & MARTIN. CLIENT, to the extent allowed by Texas law, shall indemnify JACOB & MARTIN even if CLIENT is partially or wholly without fault for such claims, liability, damages, or expenses.
17. All disputes between JACOB & MARTIN and CLIENT, with the exception of non-payment issues, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit were not filed prior to ninety (90) days after service of notice.
18. Except for actions such as for enforcement of mechanic's liens that are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in Parker County, Texas. CLIENT waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction.
19. This Agreement, including JACOB & MARTIN's Addenda and Schedule of Fees, represents the entire Agreement and understanding between the parties, and supersedes any and all agreements, either oral or in writing, including any purchase order, between the parties. Any modification to this Agreement shall be effective only if it is in writing signed by the party to be bound. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
20. These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and JACOB & MARTIN. JACOB & MARTIN will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS.
21. The laws of the State of Texas shall govern interpretation of this Agreement. If any term of this Agreement is deemed unenforceable, the remainder of the the Agreement shall stay in full force and effect. If services of an attorney are required by any party to secure performance under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
22. CLIENT and JACOB & MARTIN may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate JACOB & MARTIN for services performed including reimbursable expenses



325.695.1070  
817.594.9880



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 76906

1508 Santa Fe, Suite 203  
Weatherford, TX 76086



INTEGRITY  
EXCELLENCE  
TRUST

to the termination date, as well as demobilization expenses. CLIENT further agrees that a termination of services by JACOB & MARTIN pursuant to this paragraph shall not constitute a waiver of a claim by JACOB & MARTIN or give rise to liability on the part of JACOB & MARTIN.



325.695.1070  
817.594.9880



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 76906

1508 Santa Fe, Suite 203  
Weatherford, TX 76086



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> 12/9/2025	<b>Department:</b> Admin	<b>Presented By:</b> Michelle Guelker
-----------------------------------	-----------------------------	--

### AGENDA ITEM

To consider and act on all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation in an amount not to exceed \$10,110,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties or facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof; including the adoption of Resolution pertaining thereto.

### BACKGROUND:

At the November 17th meeting, council approved moving forward with the Squaw Creek road project by asking staff and Hilltop Securities to move forward with issuing certificate of obligation (CO) bonds.

Erick Macha will be present to answer any additional questions and provide guidance going forward.

### STAFF/BOARD/COMMISSION RECOMMENDATION:

To approve the resolution as presented.

### EXHIBITS:

Resolution with notice for the paper

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	



## RESOLUTION NO. 2025-17

### A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS APPROVING AND AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

**WHEREAS**, the City Council (the “City Council”) of the City of Willow Park, Texas (the “City”), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended (the “Act”), for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City’s municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof; and

**WHEREAS**, the City further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of the Certificates; and

**WHEREAS**, under Treas. Reg. § 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

**WHEREAS**, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; and

**WHEREAS**, prior to the issuance of such certificates, the City Council is required to publish and post notice of its intention to issue the same in accordance with the provisions of the Act; now, therefor,

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

**SECTION 1:** The City Secretary is hereby authorized and directed to cause notice to be published of the Council’s intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed TEN MILLION ONE HUNDRED TEN THOUSAND DOLLARS (\$10,110,000) for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving,

enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof; to be payable from ad valorem taxes and a pledge of the surplus net revenues of the City's Waterworks and Sewer System. The notice hereby approved and authorized to be published and posted shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

**SECTION 2:** The City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

**SECTION 3:** The City hereby designates all or a portion of the following series of outstanding obligations of the City as self-supporting debt payable from the City's Waterworks and Sewer System: (i) Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2014, dated February 15, 2014; (ii) Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015, dated November 1, 2015; (iii) Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2016, dated February 15, 2016; (iv) Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2017, dated February 1, 2017; (v) Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019, dated November 1, 2019; (vi) Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021, dated January 15, 2021; (vii) Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A, dated May 15, 2021; (viii) Combination Tax and Revenue Certificates of Obligation, Series 2024, dated January 1, 2024; and Combination Tax and Revenue Certificates of Obligation, Series 2024A, dated December 1, 2024.

The City hereby designates all or a portion of the following series of outstanding obligations of the City as self-supporting debt payable from the City's Municipal Drainage Utility System: (viii) Combination Tax and Revenue Certificates of Obligation, Series 2022A, dated September 1, 2022 (collectively, the "Self-Supporting Debt Obligations").

The current combined principal amount of the Self-Supporting Debt Obligations payable from the City's Waterworks and Sewer System and Municipal Drainage Utility System is \$45,669,943.

**SECTION 4:** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

**SECTION 5:** This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this 9<sup>th</sup> day of December, 2025.

CITY OF WILLOW PARK, TEXAS

---

Teresa Palmer  
Mayor, City of Willow Park, Texas

ATTEST:

---

Deana McMullen  
City Secretary, City of Willow Park, Texas

(City Seal)

**EXHIBIT A****NOTICE OF INTENTION TO ISSUE  
CITY OF WILLOW PARK, TEXAS  
CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the City Council of the City of Willow Park, Texas, shall convene at 6:00 p.m. on February 10, 2026, at the City Municipal Complex located at City Hall, 120 El Chico Trail, Suite A, Willow Park, Texas 76087, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed TEN MILLION ONE HUNDRED TEN THOUSAND DOLLARS (\$10,110,000) for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof; such certificates to be payable from ad valorem taxes and a pledge of the surplus net revenues of the City's Waterworks and Sewer System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$21,780,057 (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$33,648,890; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$15,350,759 ; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is February 15, 2051. The above information excludes \$45,669,943 in principal amount of outstanding debt obligations the City has designated as self-supporting which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended.

Deana McMullen  
City Secretary  
City of Willow Park, Texas



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b>  December 9, 2025	<b>Department:</b>  Planning & Development	<b>Presented By:</b>  Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
--	--	---

### **AGENDA ITEM:**

**DISCUSSION & ACTION:** to consider and approve a Zoning Change Request from “Class II - Residential: ‘R-1’ Single-Family District.” to “Class IV - Industrial: ‘LI’ Light Industrial District.” for 4.656 acres tract of land out of the I. Headley Survey, Abstract No. 619, Parker County, Texas, and within the City of Willow Park, Texas.

### **BACKGROUND:**

The applicant is proposing a thoughtfully designed Light Industrial development featuring three modern office buildings within a cohesive layout. The concept emphasizes functionality, architectural quality, and compatibility with surrounding uses while supporting local economic growth.

This concept supports the City’s vision for commercial growth, balanced development by creating employment opportunities and attracting diverse businesses within an attractive, low-impact setting. The design integrates green space buffers, modern lighting, and sustainable site practices to ensure visual appeal and long-term functionality, enhancing the City’s commercial base and contributing to a vibrant and economically sustainable community.

This item was presented to Planning & Zoning Commission on November 18, 2025 and was unanimously recommended for approval.

### **STAFF RECOMMENDATION:**

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

### **RECOMMENDED MOTION:**

Motion to approve the Zoning Change Request from “Class II - Residential: "R-1" Single-Family District.” to “Class IV - Industrial: "LI" Light Industrial District.”, as presented.



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b>  December 9, 2025	<b>Department:</b>  Planning & Development	<b>Presented By:</b>  Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
--	--	---

### **AGENDA ITEM:**

**DISCUSSION & ACTION:** to consider and approve a Zoning Change Request to Amend Ordinance No. 740-16 Planned Development Standards for The Reserves at Trinity Phase 2, also known as 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W, FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO. 1955, AND THE J, FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS

### **BACKGROUND:**

City Staff were contacted regarding a proposed amendment to the existing planned development agreement. The requestor seeks to modify the minimum square footage requirement from 2,200 sf. to 1,800 sf. This change would align the development standards with other competing subdivisions in the area, and allow the builder to offer the comparable products and pricing.

This item was presented to the Planning & Zoning Commission on November 18, 2025, and was unanimously recommended for approval.

### **STAFF RECOMMENDATION:**

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

### **EXHIBITS:**

- Amended Existing Planned Development Agreement (See page 7)

### **RECOMMENDED MOTION:**

Motion to approve the request for a change in zoning by amending the PD ordinance 740-16, as presented.

## *CITY OF WILLOW PARK, TEXAS*

### ORDINANCE NO. 740-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A CHANGE IN ZONING TO PD PLANNED DEVELOPMENT ZONING DISTRICT CLASSIFICATION AND USE DESIGNATION FOR THAT CERTAIN 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W. FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO. 1955, AND THE J. FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS; PROVIDING FOR A PENALTY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, pursuant to Chapter 211 TEXAS LOCAL GOVERNMENT CODE, the City of Willow Park has the authority to adopt comprehensive zoning plans and to amend said plans for the purposes of promoting the health, safety and welfare of the City; and

WHEREAS, the owner of that certain 140.3 acre tract of land described on Exhibit "A" attached hereto has applied for a change in zoning to "PD" Planned Development District consistent with the development standards and Site Plan attached hereto as Exhibit "B" and "C" respectively; and

WHEREAS, a public hearing on the zoning change was held by the Planning and Zoning Commission of the City of Willow Park and a final report for recommendations was submitted to the governing body of the

City; and

WHEREAS, the City of Willow Park held a public hearing subsequent to that of the Planning and Zoning Commission and subsequent to receiving the final report and recommendations of the Planning and Zoning Commission with respect to the application for a zoning change; and

WHEREAS, the City Council finds that the change is consistent with surrounding zoning as shown in the Comprehensive Plan; and

WHEREAS, all requirements concerning notice to adjacent property owners, publication and other procedural requirements have been complied with in accordance with Chapter 211, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, the City of Willow Park, Texas does hereby deem it advisable and in the public interest to grant the requested zoning classification: "PD Planned Development District" zoning district classification set forth herein; and



WHEREAS, the City of Willow Park has adopted a Comprehensive Plan for the long range development of the municipality and inclusion of the planned development district described herein is consistent with that long range plan.

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

#### SECTION 1. AUTHORIZATION

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

#### SECTION 2. LAND USE PERMITTED

The zoning district classification and use designation of the Property described in Exhibit "A" is hereby changed to "PD Planned Development District" zoning district classification and use allowing the use and development of the Property described in Exhibit "A" in accordance with the development standards on Exhibit "B" and the Site Plan on Exhibit "C". Exhibit "A", Exhibit "B", and Exhibit "C" are attached hereto and incorporated herein for all purposes.

#### SECTION 3. MAP AMENDMENT

The City Secretary is hereby directed to amend the official zoning map to reflect the adoption of the zoning approved herein consistent with markings as specified by Municipal Code of Ordinances of the City of Willow Park.

#### SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by any court,

such invalidity shall not affect the validity of other provisions or applications, and to this end the provisions of this Ordinance are severable.

#### SECTION 5. RECITALS

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

#### SECTION 6. PUBLICATION

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

#### SECTION 7. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its adoption by the City Council of the City of Willow Park and after publication as required by law.

PASSED AND ADOPTED this 25<sup>th</sup> day of October, 2016

/s/

Mayor

ATTEST:

/s/

City Secretary

APPROVED AS TO FORM:

/s/

City Attorney



**Exhibit B**  
**PD Development Standards**

1. Definitions.

- a. Accessory use means any use that is customarily incidental to the primary use of the property on which it is located. An accessory use may include accessory buildings and structures. Amenity centers and clubhouses are accessory uses to single family detached development, and may be located on separate platted lots. No accessory use shall be construed as allowing articles or material to be in the open or on the outside of the building.
- b. Site Plan means the Site Plan attached as Exhibit C, as amended in accordance with Section 3.
- c. Event center means a facility that may include some or all of the following types of uses: event space for weddings, meetings, parties, and other types of events; meeting rooms; game courts; fitness center/gym; swimming pools; athletic fields and facilities; childcare, dining; catering kitchen; spa facilities and services; and other similar uses.
- d. Property means the property depicted and described on Exhibit A.
- e. Public parking means parking available to the public that may be used to satisfy the parking requirement for a use located within or outside of the boundaries of this planned development district. Public parking may also provide excess parking that is not required by the Zoning Ordinance.
- f. Townhome means a single family dwelling unit horizontally attached to another dwelling unit by a common wall. Townhomes may be located on the same platted lot or on separate platted lots. The term townhome does not include a dwelling unit located above another dwelling unit. Townhomes are not included in the definition of a multi-family dwelling.
- g. Zoning Ordinance means the comprehensive zoning ordinance of the City of Willow Park attached as Exhibit D.

2. Applicable Regulations. Development and use of the Property shall comply with the Zoning Ordinance, as amended by Ordinance No. \_\_\_\_ establishing these planned development district zoning regulations. In the event of a conflict between the Zoning Ordinance or any other City ordinance, rule, or regulation and these planned development district zoning regulations, these planned development district zoning regulations shall control. With the exception of the Zoning Ordinance and these planned development district zoning regulations, no other zoning regulations shall apply to the development or use of the Property.

3. Site Plan; Future Approvals.

- a. Development and use of the Property shall comply with the Site Plan.
  - b. The Site Plan may be amended from time to time provided each planning area shown on the Site Plan maintains roadway contiguity as shown on the original Site Plan attached as Exhibit C. City approval of a plat confirms the Site Plan amendment. Once the city approves the plat, the Site Plan attached as Exhibit C is automatically amended consistent with the approved plat.
  - c. Any revision to the Site Plan that does not meet the requirements of Section 3(b) shall constitute a zoning amendment that requires compliance with the procedures for a change in zoning.
  - d. When the Site Plan is amended pursuant to Section 3(b), the developer shall file a copy of the updated Site Plan that includes the date of the amendment with the Community Development Department and the City Secretary, and a copy of the amended plan shall be included in the City's official files for this planned development district.
  - e. With the exception of amended Site Plans, which shall be governed exclusively by Sections 3(b)-(d), there shall be no requirements for approval of site plans, concept plans, or development plans referenced in the Zoning Ordinance. The Building Official shall issue a building permit if the permit application demonstrates compliance with these planned development district zoning regulations.
4. Base Zoning Districts. Each planning area shown on the Site Plan shall have a base zoning district as follows:
- a. The base zoning district for the single family (SF) planning area shall be "R-5" Single-Family High Density District.
  - b. The base zoning district for the commercial (C) planning area shall be "C" Commercial District.
  - c. The base zoning district for the event center (EC) planning area shall be "C" Commercial District.
  - d. The base zoning district for the public parking (P) planning area shall be "C" Commercial District.
  - e. The base zoning district for the multi-family (MF) planning area shall be the "R-3" Multifamily District.
  - f. The base zoning district for the townhome (TH) planning area shall be "R-5" Single Family High Density District.
  - g. The base zoning district for the treatment plant (TP) planning area shall be "C" Commercial District, until ownership is transferred to the City.

- Medical supplies
  - Movie Theater
  - Musical instrument sales and supplies
  - Optometry facility
  - Personal services
  - Pet shop and related sales
  - Photograph, portrait, camera shops and photo-finishing
  - Physical therapy facility
  - Professional offices (engineering, accounting, attorney, insurance, and other)
  - Public parking
  - Radio and television sales and servicing
  - Real estate offices
  - Restaurants, cafes, cafeterias, delicatessen (with or without drive-thru windows or drive-ins)
  - Retail stores (no limitation on type or size)
  - Services, personal (salons, spas, licensed massage providers, and similar service uses)
  - Service stations (no repair work)
  - Shoe repair
  - Small animal hospital with no outside kennels
  - Tailor, clothing or apparel shops
  - Temporary concrete or asphalt batch plant during construction on the Property
  - Temporary construction offices and trailers
  - Temporary sales or leasing offices
  - Theater
- c. In the event center (EC) planning area, the following uses are permitted by right: an event center, public parking, and accessory uses.
- d. In the public parking (P) planning area, the following use is permitted by right: public parking, food trucks, and outdoor dining areas.
- e. In the multi-family (MF) planning area, the following uses are permitted by right: multi-family, single family detached homes and accessory uses. A maximum of 208 multi-family dwelling units are permitted in the multi-family (MF) planning area.
- f. In the townhome (TH) planning area, the following uses are permitted by right: townhomes, single family detached homes, and accessory uses. A maximum of 110 townhomes are permitted in the townhome (TH) planning area.
- g. In the treatment plant (TP) planning area, the following uses are permitted by right: a public wastewater treatment plant, public parking, food trucks and outdoor dining areas, and accessory uses.



- h. The base zoning district for the greenbelt (GB) planning area shall be "FP" Flood Plain District.

5. Permitted Uses.

- a. In the single family (SF) planning area, the following uses are permitted by right: single family detached homes and accessory uses.
- b. In the commercial (C) planning area, the following uses are permitted by right:
- Accessory uses.
  - Amphitheater
  - Antique shops
  - Assisted living or skilled nursing facility
  - Athletic facility, which may include athletic fields for football, soccer, baseball, and other sports
  - Bakeries
  - Banks, financial institutions
  - Barber and beauty shops
  - Bicycle sales and service
  - Book and stationery stores, newsstands
  - Business college and private school facilities
  - Caterer or wedding service
  - Cigar or tobacco stores
  - Cleaning, pressing and laundry collection
  - Confectioner stores
  - Copy center
  - Custom dressmaking or millinery shops
  - Day care nursery or pre-school
  - Drug stores, health product stores
  - Dry good, variety, notion stores
  - Event center
  - Express offices
  - Fitness center, gym
  - Florist, jewelry, and gift shops
  - Grocery stores, vegetable and meat markets
  - Hardware store
  - Health and medical products for personal use
  - Horse stables
  - Hotel and/ or motel
  - Household and office furniture
  - Imaging or x-ray center
  - Laboratory test facilities
  - Lodge & Civic clubs
  - Medical provider offices (doctor, dentist, vision, chiropractic, and other)

- h. In the greenbelt (GB) planning area, the following uses are permitted by right: open space (passive or active), including horseback riding, hike and bike trails, parks, accessory uses, public parking, and food trucks and outdoor dining areas.
6. Development Standards. Development of the Property shall be subject to the development standards for the applicable base zoning district, as set forth in the Zoning Ordinance, except as follows:
- a. Single family detached homes may be developed pursuant to the following standards that shall be the exclusive lot size, density, setback, building height, lot coverage, and living area requirements for a single family detached home:
    - i. Minimum lot size: 5,000 square feet
    - ii. Minimum front yard setback: 15 feet. A corner lot shall be deemed have one front yard, which shall be the yard with the least street frontage.
    - iii. Minimum side yard setback: 5
    - iv. Minimum rear yard setback: 20
    - v. Maximum lot coverage: 45 percent (includes the footprint of all enclosed buildings on a lot)
    - vi. Maximum building height: 35 feet and two stories
    - vii. Maximum number of single family detached homes within the Property: 189 ~~97~~
    - viii. Minimum gross living area per dwelling unit: 1,800 ~~2,200~~ square feet
    - ix. Two car front entry garages are permitted.
  - b. Townhomes may be developed pursuant to the following standards that shall be the exclusive lot size, setback, building height, density, lot coverage, living area, and exterior construction and design requirements for a townhome:
    - i. Minimum lot size: 1,600 square feet
    - ii. Minimum front yard setback: 10 feet. A corner lot shall be deemed have one front yard, which shall be the yard with the least street frontage.
    - iii. Minimum side yard setback: none, except a minimum five foot side setback is required on a corner side yard that abuts a street
    - iv. Minimum rear yard setback: none
    - v. Minimum setback from the boundary of the townhome (TH) planning area: 20 feet

- vi. Maximum lot coverage: none
  - vii. Maximum building height: 35 feet and two stories unless sprinklers installed throughout the structure then 50 feet and three stories
  - viii. Maximum density: ten dwelling units per gross acre
  - ix. Minimum gross living area per dwelling unit: 1,200 square feet
  - x. Exterior construction and design regulations: Minimum standard masonry construction: 85% of exterior cladding of the structure. Masonry construction shall include all construction of a minimum of two different coordinated stone and/or brick materials, defined as follows: (a) Stone material. Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock or other hard and durable naturally occurring all-weather stone. Cut stone and dimensioned stone techniques are acceptable. (b) Brick material. Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material which meets the latest version of ASTM standard C216, Standard Specifications for Face Brick (Solid Masonry Unit Made of Clay or Shale) and be Severe Weather (SW) grade and type FBA or FB S or better. Unfired or underfired clay, sand or shale brick are not allowed.
- c. Single family detached homes shall have a minimum roof pitch of 3:12.
  - d. Single family detached homes shall be subject to the following:
    - i. The front elevation of each residence shall be 75 percent masonry, exclusive of doors, windows, dormers, and other architectural elements. Each side and rear elevations of a residence shall be at least 50 percent masonry, exclusive of doors, windows, dormers, and other architectural elements, except that a side elevation abutting a side street shall be at least 75 percent masonry, exclusive of doors, windows, dormers, and other architectural elements. For purposes of this paragraph, masonry means stucco, EIFS, brick, and stone.
  - e. Single family detached homes with the same floor plan and architectural front elevation must have at least three lots of separation between them on the same side of the street and must not be directly across the street from each other.
  - f. Front and rear yard setbacks in the commercial (C) planning area and the event center (EC) planning area shall be a minimum of 20 feet.
  - g. The front yard setback shall apply based on the zoning of the lot, regardless of whether property along a block face is split by two or more zoning districts that require different front yard setbacks.
  - h. Building lines shall not be required on plats.



7. Development Matrix. With each plat approval and building permit issuance, the developer shall submit an updated matrix that tracks the total number of single family detached homes, townhomes, and multi-family dwelling units to establish ongoing compliance with the requirements of these planned development district zoning regulations.
8. Overlay Districts. No overlay zoning district regulations shall apply to the Property, including, but not limited to, the I-20 overlay district regulations.
9. Landscaping. The City Manager may approve an alternative landscape plan for a platted lot provided the alternative plan meets or exceeds the total amount of landscaping required by the Zoning Ordinance for that lot.
10. Signs. The City Manager may approve an alternative sign plan for a platted lot provided the alternative plan meets the spirit and intent of the City's sign ordinance.
11. Fencing. Perimeter fencing is not required.
12. Parking. Required parking spaces may be located at any location within the Property, including within the floodplain. Required parking spaces are not required to be located on the same platted lot as the use that the parking serves but must be adjacent to or accessible from the use that the parking serves. Each townhome shall include a minimum of two parking spaces in an attached garage. For multi-family uses, a minimum of ten percent of the dwelling units shall have a garage, which shall count towards any covered parking requirements.
13. Sidewalks. Public sidewalks shall be constructed adjacent to all public roadways within the Property at the time a builder constructs a building on the adjacent private lot. In residential areas, sidewalks are required on only one side of the street. Sidewalks shall be located within the public right-of-way and maintained by the City. Sidewalks shall be a minimum of five feet in width with 4-inch thick concrete and otherwise constructed in accordance with the City's standard specifications.
14. Hike and Bike Trail; Open Space.
  - a. A hike and bike trail that is a minimum of three feet in width and a maximum of 11 feet in width shall be constructed within the greenbelt (GB) planning area shown on the Site Plan. The trail shall be constructed of crushed granite, hot mix asphaltic, concrete, or other material approved by the City. Construction of the trail shall be phased with the development, and shown on each final plat. At the developer's written request and after a final plat for at least 80 percent of the Property has been recorded, the developer will dedicate by separate instrument some or all of the greenbelt (GB) planning area shown on the Site Plan, including the hike and bike trail and public parking areas, and City will accept and maintain the dedicated area and improvements. The dedicated area may, at the developer's option, include lakes.

- b. With the exception of the areas referenced in Section 14(a) that will be dedicated to the City, all other open space designed on a recorded final plat shall be privately owned and maintained by a property owners association.
  - c. There are no park land dedication, park fee, or open space requirements applicable to this Property.
15. Storm Water. Storm water from the Property shall be discharged directly into the Clear Fork of the Trinity River. Storm water detention and retention are not required for the development of the Property so long as the Property is in compliance with all applicable storm water regulations.
16. Streets.
- a. Private street improvements will be designed to standards approved by an engineer licensed by the State of Texas.
  - b. All street and driveway connections to the I-20 service road are exclusively within the jurisdiction of the Texas Department of Transportation, and TxDOT shall be responsible for all permitting and regulatory control over such connections.



## TRACT DESCRIPTION

BEING A 140.301 ACRE TRACT OF LAND BEING CALLED OUT OF THE A. MCCARVER SURVEY, ABSTRACT No. 910, THE W. FRANKLIN SURVEY, ABSTRACT No. 458, THE I. HENDLEY SURVEY, ABSTRACT No. 619, THE M. EDWARDS SURVEY, ABSTRACT No. 1955, AND THE J. FROMAN SURVEY, ABSTRACT No. 471, ALL IN PARKER COUNTY, TEXAS; AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF KINGS GATE ROAD, FOR THE MOST SOUTHEAST AND BEGINNING CORNER OF THIS TRACT;

THENCE TO POINTS FOR CORNERS THE FOLLOWING COURSES AND DISTANCES:

South 39°19'35" West, 1,594.92 feet  
 North 66°55'33" West, 356.22 feet  
 North 35°07'07" West, 75.46 feet  
 North 20°44'43" West, 161.89 feet  
 North 6°59'20" West, 341.87 feet  
 North 46°37'02" West, 59.97 feet  
 North 76°48'22" West, 302.35 feet  
 North 38°32'03" West, 210.00 feet  
 North 20°14'28" West, 205.06 feet  
 North 22°27'19" East, 75.76 feet  
 North 19°06'55" East, 68.26 feet  
 North 52°26'00" West, 289.92 feet  
 North 15°54'04" East, 242.57 feet  
 North 7°58'02" West, 123.34 feet  
 North 50°46'27" West, 215.39 feet  
 North 0°10'48" East, 261.71 feet  
 North 23°12'58" West, 280.36 feet  
 North 37°51'23" West, 465.27 feet  
 North 83°42'14" West, 303.51 feet  
 North 35°45'42" West, 227.04 feet  
 North 42°04'53" West, 178.63 feet  
 North 72°34'22" West, 133.71 feet  
 South 70°41'01" West, 225.01 feet  
 North 49°22'02" West, 181.64 feet  
 North 10°09'20" East, 179.00 feet  
 North 64°00'18" West, 213.66 feet  
 North 36°10'11" West, 169.13 feet  
 North 24°54'49" West, 338.85 feet  
 North 14°08'29" East, 57.57 feet  
 North 89°46'40" East, 32.53 feet  
 North 11°36'52" West, 173.16 feet  
 North 16°17'07" East, 95.77 feet  
 South 50°16'28" East, 407.31 feet  
 North 89°42'50" East, 780.91 feet  
 North 0°17'38" West, 365.04 feet  
 South 89°58'56" East, 857.93 feet  
 South 15°53'32" West, 875.75 feet  
 South 89°52'28" East, 230.00 feet  
 South 0°48'52" West, 322.30 feet  
 North 89°55'32" East, 425.00 feet  
 South 0°37'35" East, 538.20 feet  
 North 87°55'01" East, 758.00 feet  
 South 7°25'22" West, 473.88 feet  
 South 26°31'49" East, 120.95 feet  
 North 62°36'07" East, 691.04 feet  
 South 35°01'38" East, 288.36 feet  
 South 44°36'33" West, 363.88 feet  
 South 20°01'39" West, 285.41 feet  
 South 12°53'49" East, 180.17 feet  
 South 30°23'58" East, 244.61 feet  
 South 43°10'50" East, 181.51 feet  
 North 85°58'58" East, 205.15 feet  
 South 87°23'04" East, 126.42 feet  
 South 0°36'36" East, 183.34 feet TO THE POINT OF BEGINNING, BEING A 140.301 ACRE TRACT OF LAND.

EXHIBIT B  
 (SHEET 3 of 3)

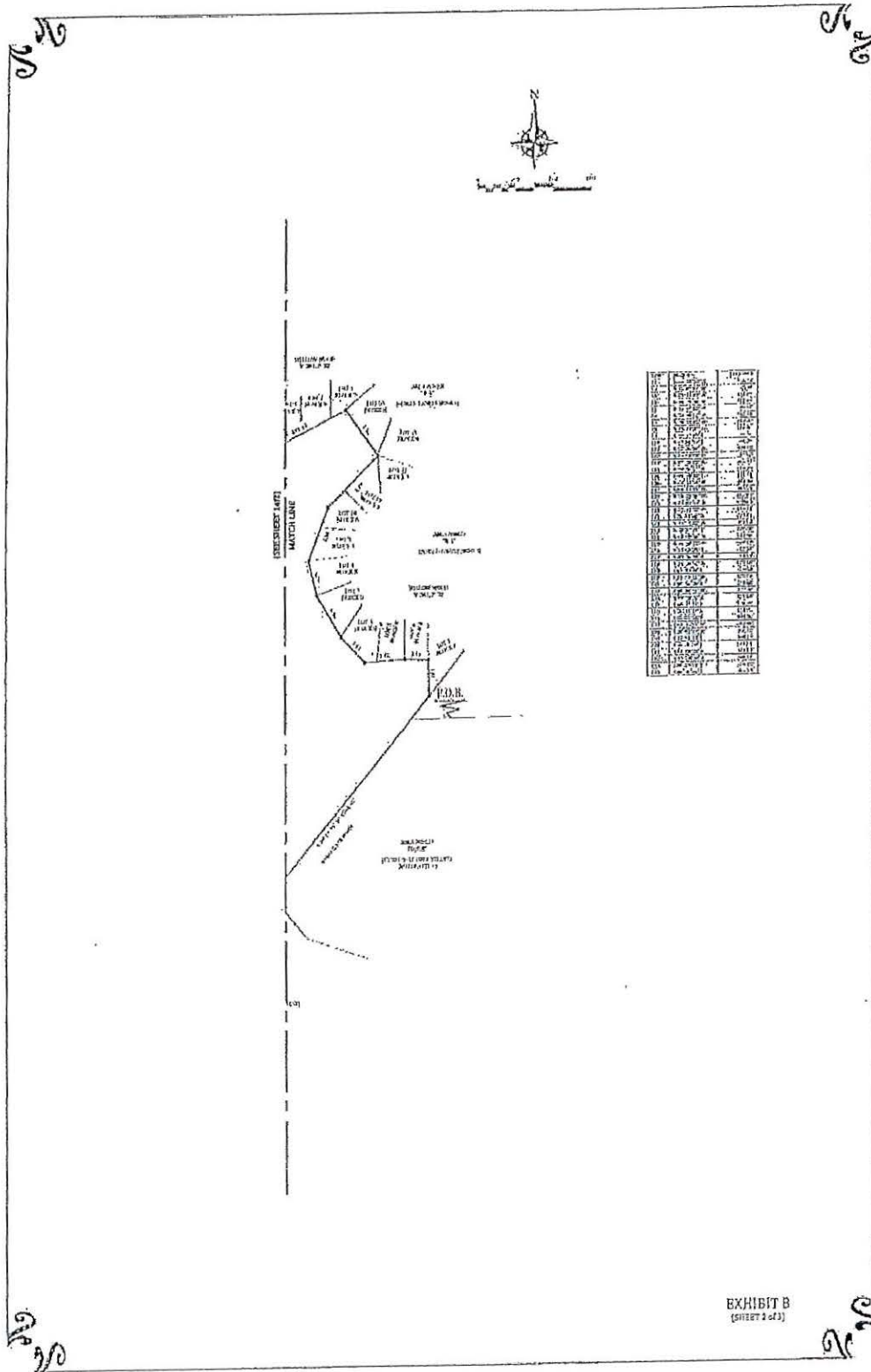
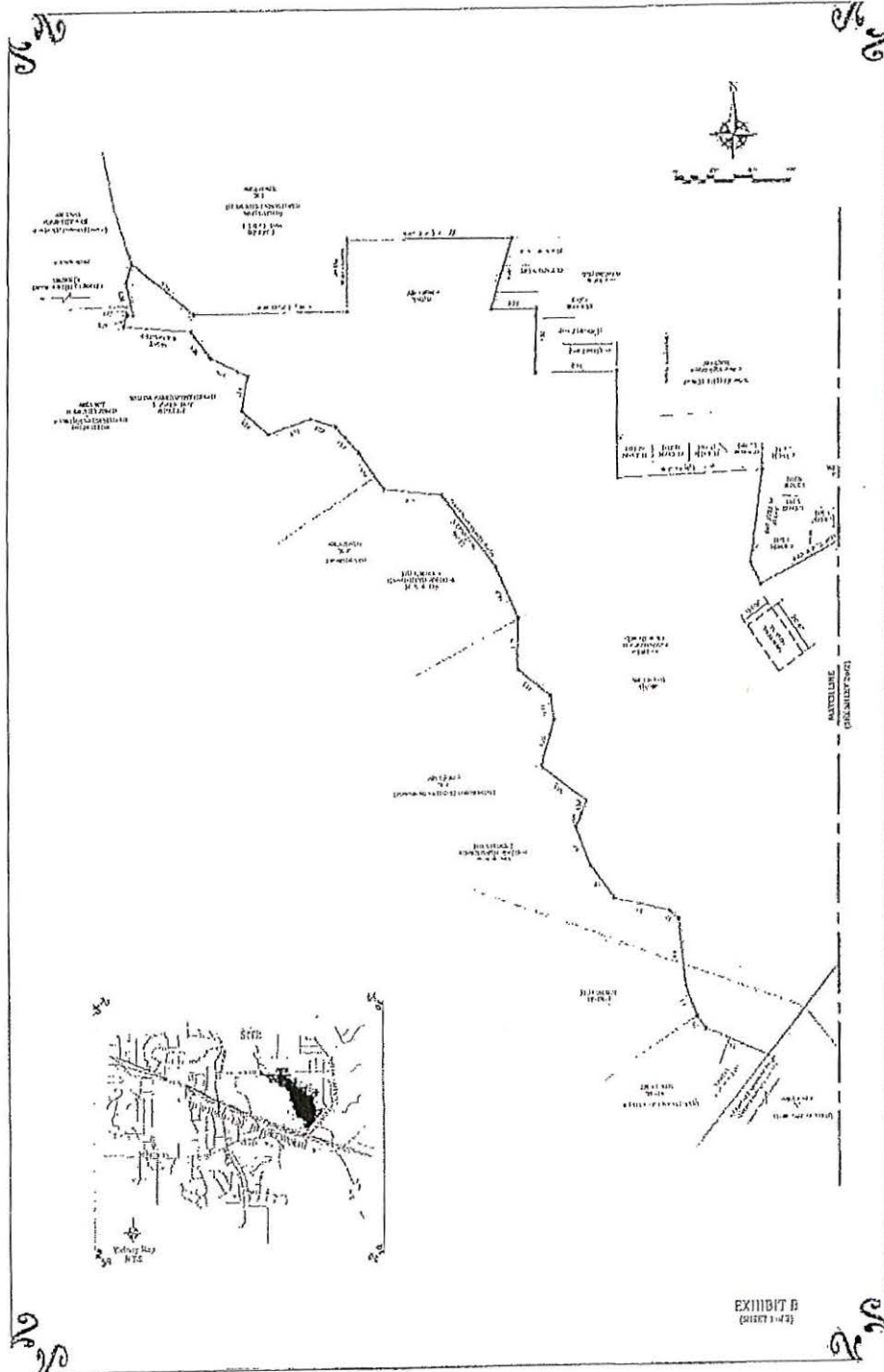


Exhibit A  
Description of Property

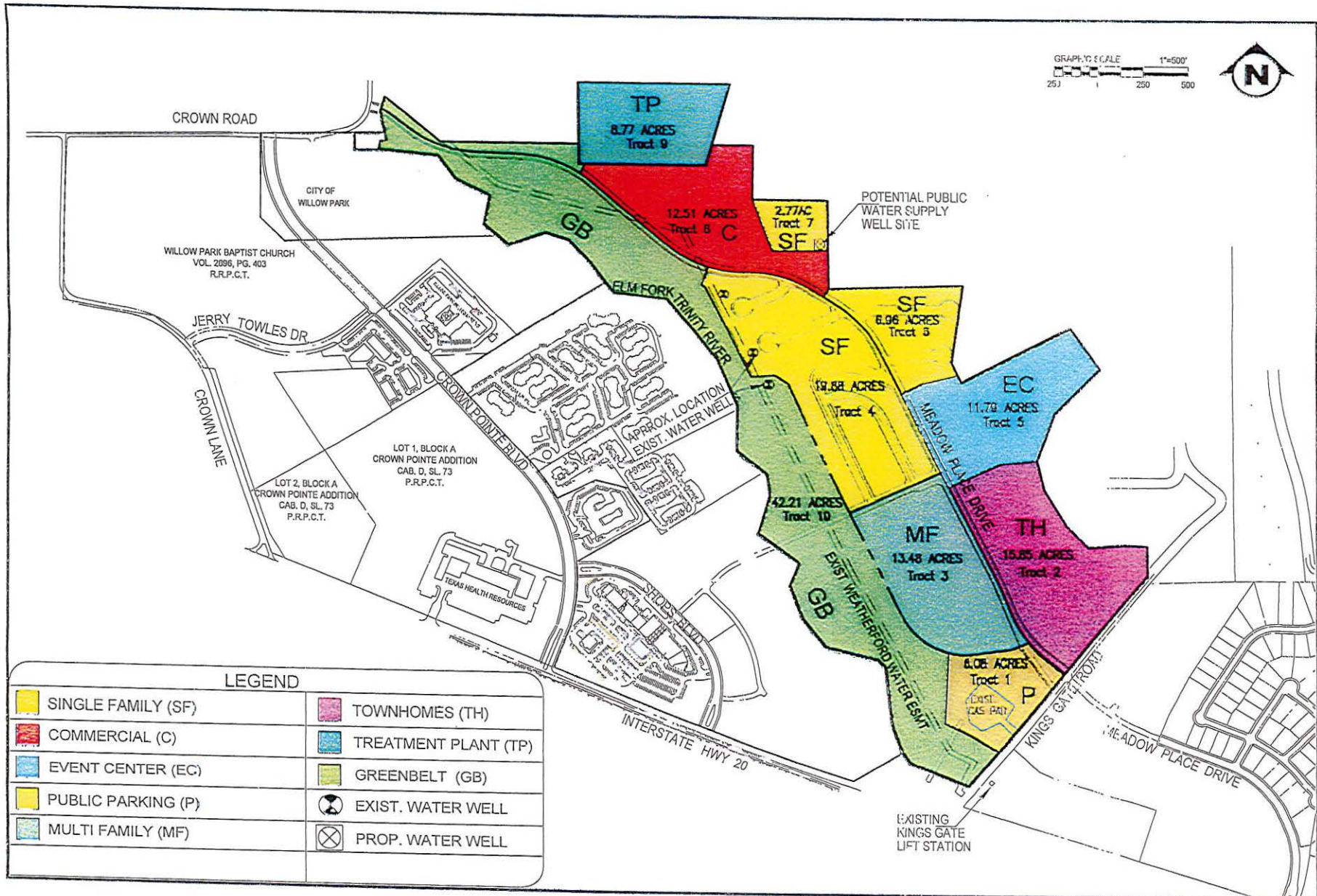


The Willow Park City Council in acting on Ordinance No. 740-16, did on the 25<sup>th</sup> day of October 2016 did vote as follows:

	<u>FOR</u>	<u>AGAINST</u>
Richard Neverdousky, Mayor	_____	_____
Daniel Houge, Place 1	_____✓_____	_____
Gene Martin, Place 2	_____✓_____	_____
Greg Runnebaum, Place 3	_____✓_____	_____
John Gholson, Place 4	_____✓_____	_____
Marcy Galle, Place 5	_____✓_____	_____

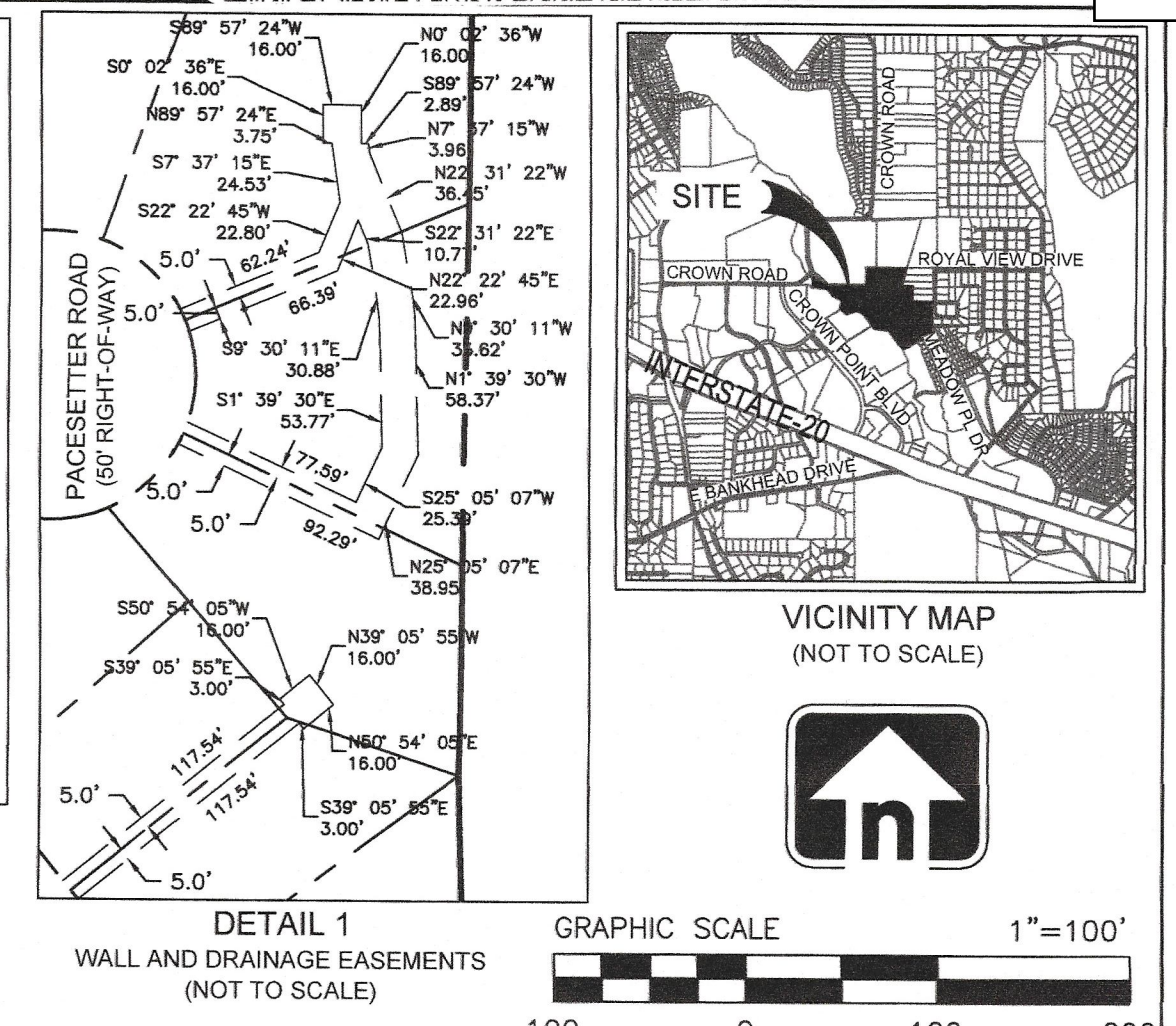
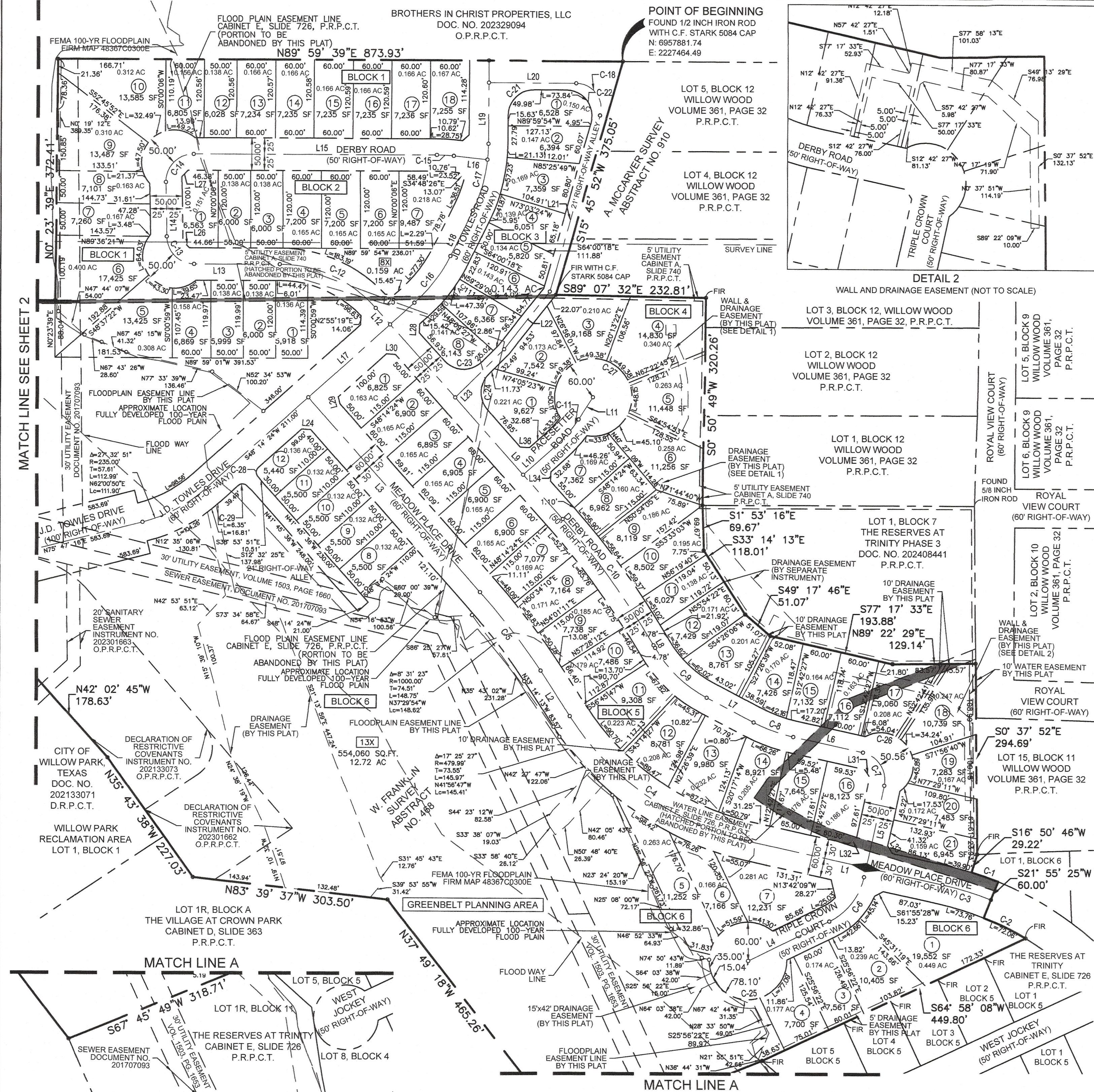
**Exhibit D**  
**Copy of Zoning Ordinance**





PD CONCEPT PLAN SHOPS AT WILLOW PARK - NORTH CITY OF WILLOW PARK PARKER COUNTY, TEXAS		PROJECT file 0365 DESIGN: PWB DRAWING: PWB CHECKED: CTS DATE: AUGUST 2016 SHEET 1.0
PD CONCEPT PLAN SHOPS AT WILLOW PARK - NORTH CITY OF WILLOW PARK PARKER COUNTY, TEXAS		REVISIONS NO. DESCRIPTION DATE 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.0 10.0 11.0 12.0 13.0 14.0 15.0 16.0 17.0 18.0 19.0 20.0 21.0 22.0 23.0 24.0 25.0 26.0 27.0 28.0 29.0 30.0 31.0 32.0 33.0 34.0 35.0 36.0 37.0 38.0 39.0 40.0 41.0 42.0 43.0 44.0 45.0 46.0 47.0 48.0 49.0 50.0 51.0 52.0 53.0 54.0 55.0 56.0 57.0 58.0 59.0 60.0 61.0 62.0 63.0 64.0 65.0 66.0 67.0 68.0 69.0 70.0 71.0 72.0 73.0 74.0 75.0 76.0 77.0 78.0 79.0 80.0 81.0 82.0 83.0 84.0 85.0 86.0 87.0 88.0 89.0 90.0 91.0 92.0 93.0 94.0 95.0 96.0 97.0 98.0 99.0 100.0





**NOTES:**

- A PORTION OF THE SUBJECT PROPERTY LIE WITHIN A FEMA DESIGNATED FLOODPLAIN OR FLOOD PRONE AREA, ACCORDING TO PARKER COUNTY FLOOD INSURANCE RATE MAP NO. 48367C0300E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008, AND 48367C0425F, WITH AN EFFECTIVE DATE OF APRIL 5, 2019.
- NOTICE: SELLING A PORTION OF ANY LOT IN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO PENALTIES IMPOSED BY LAW.
- ALL PROPERTY CORNERS SHALL BE MONUMENTED WITH 1/2 INCH IRON ROD SET WITH A CAP STAMPED "GAI" UNLESS OTHERWISE SHOWN HEREON.
- THE BEARINGS SHOWN HEREON ARE CREATED FROM ACTUAL FIELD SURVEYS, RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (1983-2011) GRID BEARINGS.
- "X" LOTS WITHIN EACH BLOCK SHALL BE DESIGNATED AS OPEN SPACE LOTS AND ARE NON-BUILDABLE LOTS. "X" LOTS SHALL BE OWNED AND MAINTAINED BY THE HOA.
- DIRECT VEHICULAR ACCESS FROM LOTS 1, 5-12, BLOCK 6, LOTS 1-8, BLOCK 3, LOT 21, BLOCK 4, AND LOTS 1-16, BLOCK 5 TO MEADOW PLACE DRIVE WILL NOT BE ALLOWED.
- FUTURE ROW FOR MEADOW PLACE SHOWN ON 2021 PLAT CABINET E 726 TO BE ABANDONED BY THIS PLAT.
- RETAINING WALLS WITHIN WALL MAINTENANCE EASEMENTS SHALL BE MAINTAINED BY THE HOA.
- OWNER SHALL DEDICATE, BY SEPARATE INSTRUMENT EASEMENT, AN AREA FOR A HIKE AND BIKE TRAIL AS REQUIRED BY EXISTING PD.

**LEGEND**

O.P.R.P.C.T. = OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS  
P.R.P.C.T. = PLAT RECORDS, PARKER COUNTY, TEXAS  
FIR = FOUND 1/2 INCH IRON ROD WITH A CAP STAMPED "GRAHAM ASSOC INC"

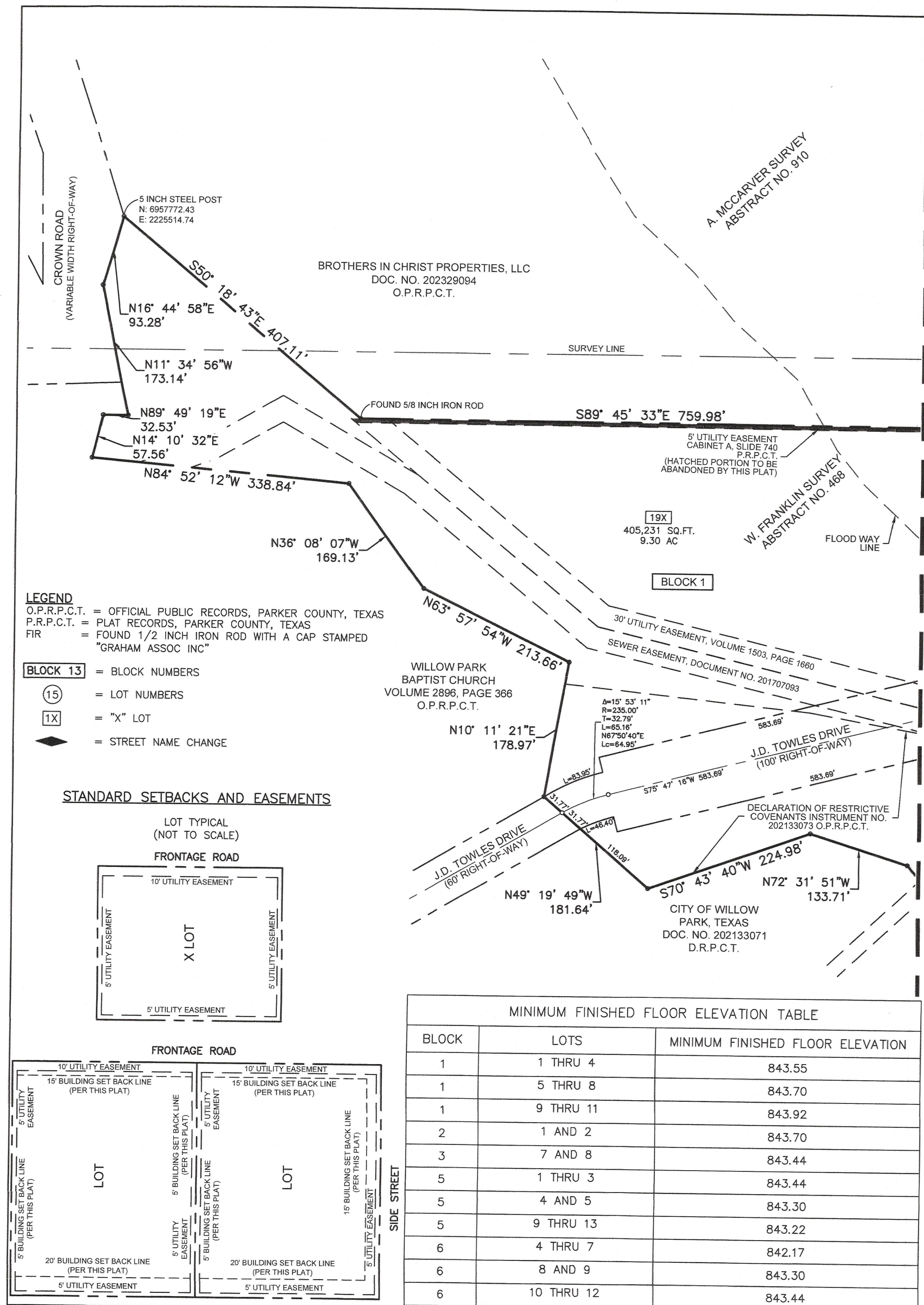
**BLOCK 13** = BLOCK NUMBERS  
**(15)** = LOT NUMBERS  
**(1X)** = "X" LOT  
**◆** = STREET NAME CHANGE

**FINAL PLAT**  
**THE RESERVES AT TRINITY PHASE 2**  
**45.37 ACRES**  
LOTS 1-18 & 19X, BLOCK 1, LOTS 1-7 & 8X, BLOCK 2,  
LOTS 1-8, BLOCK 3, LOTS 1-21, BLOCK 4,  
LOTS 1-16, BLOCK 5, LOT 1-12 & 13X, BLOCK 6  
SITUATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, AND  
IN THE W. FRANKLIN SURVEY, ABSTRACT NO. 468  
AN ADDITION TO THE CITY OF WILLOW PARK,  
PARKER COUNTY, TEXAS

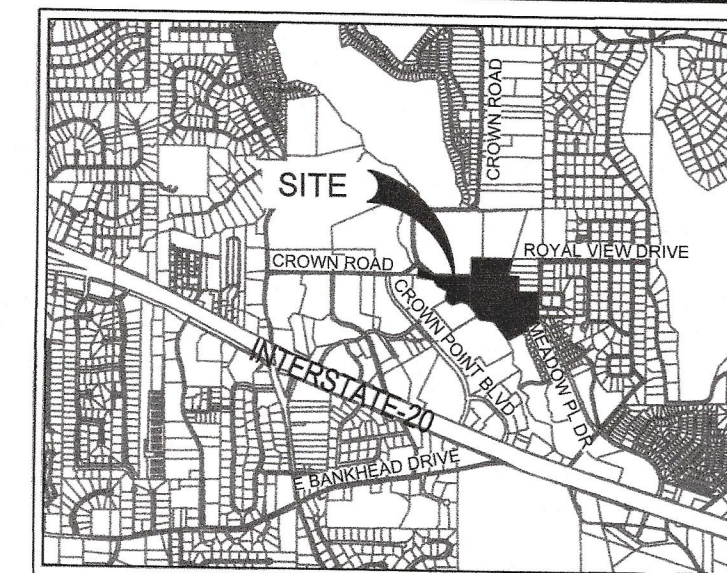
BEING A REPLAT OF LOT 2R, BLOCK 11,  
THE RESERVES AT TRINITY ACCORDING TO THE PLAT  
RECORDED IN CABINET E, SLIDE 726  
PLAT RECORDS, PARKER COUNTY, TEXAS  
MAY 2025  
**PREPARED BY**  
**GRAHAM ASSOCIATES, INC.**  
CIVIL ENGINEERING & SURVEYING  
600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011  
(817) 640-8535 TBPE FIRM: F-1191/TBPL FIRM: 101538-00







CURVE #	Δ	RADIUS	TANGENT	LENGTH	LCB	LCD
C-1	4° 55' 55"	510.00'	21.96'	43.90'	S70° 43' 20"E	43.89'
C-2	9° 10' 31"	450.00'	36.11'	72.06'	S63° 41' 33"E	71.99'
C-3	9° 24' 54"	480.00'	39.53'	78.88'	N72° 57' 49"W	78.79'
C-4	44° 15' 20"	450.00'	182.98'	347.58'	N55° 21' 53"W	339.01'
C-5	8° 31' 23"	1030.00'	76.75'	153.22'	N37° 29' 54"W	153.08'
C-6	51° 43' 54"	100.00'	48.48'	90.29'	S38° 11' 41"W	87.25'
C-7	90° 00' 00"	43.00'	43.00'	67.54'	S32° 40' 16"E	60.81'
C-8	15° 06' 55"	250.00'	33.17'	65.95'	S70° 06' 49"E	65.76'
C-9	32° 17' 43"	200.00'	57.91'	112.73'	S46° 24' 30"E	111.25'
C-10	11° 29' 57"	1200.00'	120.83'	240.84'	S36° 00' 37"E	240.44'
C-11	15° 22' 00"	200.00'	26.98'	53.64'	S40° 33' 24"W	53.48'
C-12	48° 14' 18"	200.00'	89.54'	168.38'	S65° 52' 45"E	163.45'
C-13	89° 10' 51"	43.00'	42.39'	66.93'	S45° 24' 28"E	60.37'
C-14	90° 49' 09"	43.00'	43.62'	68.16'	S44° 35' 32"W	61.24'
C-15	5° 59' 24"	250.00'	13.08'	26.14'	N87° 00' 12"W	26.12'
C-16	22° 14' 42"	235.00'	46.20'	91.24'	N37° 07' 03"E	90.67'
C-17	25° 59' 36"	235.00'	54.24'	106.61'	N12° 59' 54"E	105.70'
C-18	105° 45' 46"	39.00'	51.53'	71.99'	N37° 07' 01"W	62.20'
C-21	90° 00' 00"	40.00'	40.00'	62.83'	S45° 00' 06"W	56.57'
C-22	105° 45' 46"	40.00'	52.85'	73.84'	N37° 07' 01"W	63.79'
C-23	92° 51' 19"	40.00'	42.04'	64.83'	S88° 11' 15"E	57.96'
C-24	87° 08' 41"	40.00'	38.05'	60.84'	S1° 48' 45"W	55.14'
C-25	310° 45' 05"	60.00'	27.50'	325.42'	N25° 56' 22"W	50.00'
C-26	173° 50' 36"	50.00'	929.73'	151.71'	S32° 17' 44"E	99.86'
C-27	310° 39' 14"	60.00'	27.56'	325.32'	S56° 36' 56"E	50.09'
C-28	87° 08' 15"	10.00'	9.51'	15.21'	S4° 40' 17"W	13.78'
C-29	87° 08' 15"	10.00'	9.51'	15.21'	N88° 11' 28"W	13.78'

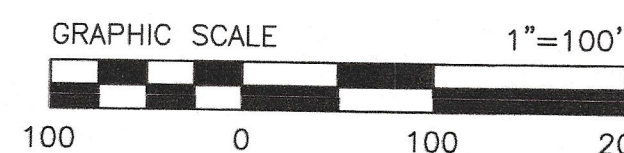


VICINITY MAP  
(NOT TO SCALE)

- NOTES:**
1. A PORTION OF THE SUBJECT PROPERTY LIE WITHIN A FEMA DESIGNATED FLOODPLAIN OR FLOOD PRONE AREA, ACCORDING TO PARKER COUNTY FLOOD INSURANCE RATE MAP NO'S. 48367C0300E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008, AND 48367C0425F, WITH AN EFFECTIVE DATE OF APRIL 5, 2019.
  2. NOTICE: SELLING A PORTION OF ANY LOT IN THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCE AND IS SUBJECT TO PENALTIES IMPOSED BY LAW.
  3. ALL PROPERTY CORNERS SHALL BE MONUMENTED WITH 1/2 INCH IRON ROD SET WITH A CAP STAMPED "GAI" UNLESS OTHERWISE SHOWN HEREON.
  4. THE BEARINGS SHOWN HEREON ARE CREATED FROM ACTUAL FIELD SURVEYS, RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (1983-2011) GRID BEARINGS.
  5. "X" LOTS WITHIN EACH BLOCK SHALL BE DESIGNATED AS OPEN SPACE LOTS AND ARE NON-BUILDABLE LOTS. "X" LOTS SHALL BE OWNED AND MAINTAINED BY THE HOA.
  6. DIRECT VEHICULAR ACCESS FROM LOTS 1, 5-12, BLOCK 6, LOTS 1-8, BLOCK 3, LOT 21, BLOCK 4, AND LOTS 1-16, BLOCK 5 TO MEADOW PLACE DRIVE WILL NOT BE ALLOWED.
  7. FUTURE ROW FOR MEADOW PLACE SHOWN ON 2021 PLAT CABINET E 726 TO BE ABANDONED BY THIS PLAT.
  8. RETAINING WALLS WITHIN WALL MAINTENANCE EASEMENTS SHALL BE MAINTAINED BY THE HOA.
  9. OWNER SHALL DEDICATE, BY SEPARATE INSTRUMENT EASEMENT, AN AREA FOR A HIKE AND BIKE TRAIL AS REQUIRED BY EXISTING PD.

LINE #	LENGTH	DIRECTION
L1	306.54'	N77° 40' 16"W
L2	83.57'	N33° 14' 13"W
L3	401.10'	N41° 45' 36"W
L4	140.22'	S64° 03' 38"W
L5	144.60'	S12° 19' 44"W
L6	111.05'	S77° 40' 16"E
L7	81.61'	S62° 33' 21"E
L8	4.78'	S30° 15' 38"E
L9	401.10'	S41° 45' 36"E
L10	67.68'	S48° 14' 24"W
L11	40.67'	S32° 52' 24"W
L12	33.77'	S41° 45' 36"E
L13	132.50'	S89° 59' 54"E
L14	84.01'	S0° 49' 03"E
L15	376.61'	N89° 59' 54"W
L16	52.29'	N84° 00' 30"W
L17	220.42'	N48° 14' 24"E
L18	78.78'	N25° 59' 42"E

LINE #	LENGTH	DIRECTION
L19	127.91'	N0° 00' 06"E
L20	135.17'	N89° 59' 54"W
L21	283.12'	N15° 45' 52"E
L22	113.86'	N38° 14' 35"E
L23	106.13'	N45° 23' 05"E
L24	14.14'	N86° 45' 36"W
L25	14.18'	N86° 55' 02"W
L26	14.24'	N45° 24' 28"W
L27	14.04'	N44° 35' 32"E
L28	14.14'	S3° 14' 24"W
L29	11.18'	S15° 11' 41"E
L30	14.14'	N86° 45' 36"W
L31	14.14'	N32° 40' 16"W
L32	14.14'	N57° 19' 44"E
L33	14.14'	S32° 40' 16"E
L34	14.14'	S3° 14' 24"W
L36	14.14'	S86° 45' 36"E



**FINAL PLAT**  
**THE RESERVES AT TRINITY PHASE 2**  
**45.37 ACRES**  
 LOTS 1-18 & 19X, BLOCK 1, LOTS 1-7 & 8X, BLOCK 2,  
 LOTS 1-8, BLOCK 3, LOTS 1-21, BLOCK 4,  
 LOTS 1-16, BLOCK 5, LOT 1-12 & 13X, BLOCK 6  
 SITUATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, AND  
 IN THE W. FRANKLIN SURVEY, ABSTRACT NO. 468  
 AN ADDITION TO THE CITY OF WILLOW PARK,  
 PARKER COUNTY, TEXAS

BEING A REPLAT OF LOT 2R, BLOCK 11,  
 THE RESERVES AT TRINITY ACCORDING TO THE PLAT  
 RECORDED IN CABINET E, SLIDE 726  
 PLAT RECORDS, PARKER COUNTY, TEXAS

MAY 2025  
**PREPARED BY**

**GRAHAM ASSOCIATES, INC.**  
 CIVIL ENGINEERING & SURVEYING  
 600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011  
 (817) 640-8335 TBPB FIRM: F-1191/TBPLS FIRM: 10153-00



## LEGAL DESCRIPTION

WHEREAS, PHEONIX REALTY INVESTMENTS, LLC, acting by and through the undersigned, its duly authorized agent, is the sole owner of an 45.37 acre tract of land located in the A. McCarver Survey, Abstract No. 910, and the W. Franklin Survey, Abstract No. 468, and being Lot 2R, Block 11, The Reserves at Trinity, as recorded in Cabinet E, Slide 726, Plat Records, Parker County, Texas, being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod with a cap stamped "C.F. Stark 5084", being the northeast corner of said Lot 2R, and being in the south line of a tract of land described by deed to Crown Valley Acquisitions, L.P., as recorded in Volume 2317, Page 1856, Official Public Records, Parker County, Texas, and also being the northwest corner of Lot 5, Block 12, Willow Wood, as recorded in Volume 361, Page 32, Plat Records, Parker County, Texas;

THENCE South 15°45'52" West, leaving said south line, along the west line of said Block 12, a distance of 375.05 feet to a found 1/2 inch iron rod with a cap stamped "C.F. Stark 5084";

THENCE South 89°07'32" East, continuing along said west line, a distance of 232.81 feet to a found 1/2 inch iron rod;

THENCE South 00°50'49" West, a distance of 320.26 feet to a set 1/2 inch iron rod with a cap stamped "Graham Assoc Inc" (GAI), being the southwest corner of Lot 1 of said Block 12;

THENCE South 01°53'16" East, a distance of 69.67 feet to a set 1/2 inch iron rod with a cap stamped "Graham Assoc Inc" (GAI);

THENCE South 33°14'13" East, a distance of 118.01 feet to a set 1/2 inch iron rod with a cap stamped "Graham Assoc Inc" (GAI);

THENCE South 49°17'46" East, a distance of 51.07 feet to a set 1/2 inch iron rod with a cap stamped "Graham Assoc Inc" (GAI);

THENCE South 77°17'33" East, a distance of 193.88 feet to a set 1/2 inch iron rod with a cap stamped "Graham Assoc Inc" (GAI);

THENCE North 89°22'29" East, a distance of 129.14 feet to a set 1/2 inch iron rod with a cap stamped "Graham Assoc Inc" (GAI), being in the existing public west right-of-way line of Royal View Court (having a 60 foot right-of-way);

THENCE South 00°37'52" East, along said west right-of-way line, a distance of 294.69 feet to a found 1/2 inch iron rod, being the southwest corner of Lot 15, Block 11, of said Willow Wood, and being the northwest corner of Lot 1, Block 6, of the said The Reserves at Trinity;

THENCE South 16°50'46" West, along the west line of said Lot 1, a distance of 29.22 feet to a set 1/2 inch iron rod with GAI cap, being the southwest corner of said Lot 1, Block 6, for the beginning of a non-tangent curve to the right having a radius of 510.00 feet, a central angle of 04°55'55", and a long chord which bears South 70°43'20" East, 43.89 feet;

THENCE along the south line of said Lot 1, Block 6 and along said non-tangent curve to the right, an arc distance of 43.90 feet to a set 1/2 inch iron rod with GAI cap, being in the existing public northeast right-of-way line of Meadow Place Drive (having a 60 foot right-of-way);

THENCE South 21°55'25" West, leaving said northeast right-of-way line, a distance of 60.00 feet to a set 1/2 inch iron rod with GAI cap, being in the southwest right-of-way line of said Meadow Place Drive, for the beginning of a non-tangent curve to the right having a radius of 450.00 feet, a central angle of 9°10'31", and a long chord which bears South 63°41'33" East, 71.99 feet;

THENCE along said southwest right-of-way line, along said non-tangent curve to the right, an arc distance of 72.06 feet to a found 1/2 inch iron rod, being the northeast corner of Lot 1, Block 5 of said The Reserve at Trinity;

THENCE South 64°58'08" West, along the north line of said Block 5, a distance of 449.80 feet to a found 1/2 inch iron rod, being the northwest corner of Lot 5, Block 5 of said The Reserve at Trinity, and being the northeast corner of Lot 1R, Block 11, of said The Reserve at Trinity;

THENCE South 67°45'49" West, along the north line of said Lot 1R, a distance of 318.71 feet to a set 1/2 inch iron rod with a GAI cap, being the northwest corner of said Lot 1R, Block 11, The Reserves at Trinity, Cabinet E, slide 726; and being in the east line of Lot 1, Block 1, Crown Point Addition, as recorded in Cabinet D, Slide 148, Plat Records, Parker County, Texas;

THENCE North 37°49'18" West, along the east line of said Lot 1, Block 1, a distance of 465.26 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 83°39'37" West, a distance of 303.50 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 35°43'38" West, a distance of 227.03 feet to a set 1/2 inch iron rod with a GAI cap, being in the east line of a tract of land described by deed, as recorded in Volume 2562, Page 1672, Official Public Records, Parker County, Texas;

THENCE North 42°02'45" West, continuing along said east line, a distance of 178.63 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 72°31'51" West, a distance of 133.71 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE South 70°43'40" West, a distance of 224.98 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 49°19'49" West, a distance of 181.64 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 10°11'21" East, a distance of 178.97 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 63°57'54" West, a distance of 213.66 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 36°08'07" West, a distance of 169.13 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 84°52'12" West, a distance of 338.84 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 14°10'32" East, a distance of 57.56 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 89°49'19" East, a distance of 32.53 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 11°34'56" West, a distance of 173.14 feet to a set 1/2 inch iron rod with a GAI cap, being in the east right-of-way line of Crown Road (having a variable width right-of-way);

THENCE North 16°44'58" East, continuing along said east right-of-way line, a distance of 93.28 feet to a set 1/2 inch iron rod with a GAI cap, being the westernmost southwest corner of said Crown Valley Acquisitions L.P. tract;

THENCE South 50°18'43" East, along the south line of said Crown Valley Acquisitions L.P. tract, a distance of 407.11 feet to a found 5/8 inch iron rod;

THENCE South 89°45'33" East, continuing along said south line, a distance of 759.98 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 00°23'39" East, a distance of 372.41 feet to a set 1/2 inch iron rod with a GAI cap;

THENCE North 89°59'39" East, a distance of 873.93 feet to the POINT OF BEGINNING and CONTAINING 1,976,112 square feet, 45.37 acres of land, more or less.

## NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, PHEONIX REALTY INVESTMENTS, LLC; acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as Lots 1-18 & 19X, Block 1; Lots 1-7 & 8X, Block 2; Lots 1-8, Block 3; Lots 1-21, Block 4; Lots 1-16, Block 5; Lots 1-12 & 13X, Block 6; The Reserves at Trinity Phase 2, an addition to the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. PHEONIX REALTY INVESTMENTS, LLC, does herein certify the following: 1. The streets and alleys are dedicated for street and alley purposes, 2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances, 3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat, 4. No building, 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 Willow Park, 5. The City Willow Park is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair, 6. 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 public utilities being subordinate to the public's and City Willow Park's use thereof, 7. The City of Willow Park and public utilities shall have the right to remove and keep removed all or parts 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 in the easements, 8. The City Willow Park and public utilities shall at all times have the full 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 without the necessity at any time permission from anyone, 9. All modifications to this document shall be by means of plat and approved by the City Willow Park.

Witness my hand at John Newton, Parker County, Texas

This the 15 day of May, 2025.

J.L. Mc 5-15-25  
PHEONIX REALTY INVESTMENTS, LLC Date

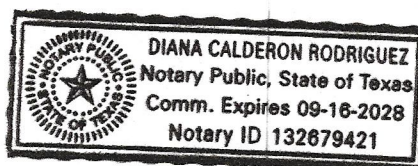
STATE OF Texas:  
COUNTY OF Tarrant:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John Newton know to me the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of May, 2025

D Rodriguez  
Notary Public in and for the State of Texas

My commission expires 9-16-28



## FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

202513407  
05/21/2025 04:23 PM  
Fee: 120.00  
Lila Deakle, County Clerk  
Parker County, TX  
PLAT

OWNER:  
PHEONIX REALTY INVESTMENTS, LLC  
3605 EL CAMPO  
FORT WORTH, TX 76017  
WILL@CLARITYHOMES.COM  
ATTN: WILL BANNISTER

ENGINEER/SURVEYOR:  
GRAHAM ASSOCIATES, INC.  
CONSULTING ENGINEERS & PLANNERS  
600 SIX FLAGS DRIVE, SUITE 500  
ARLINGTON, TEXAS 76011  
TEL:(817) 640-8535  
FAX:(817) 633-5240  
INFORMATION@GRAHAMCIVIL.COM

## SURVEYOR'S CERTIFICATE

This is to certify that I, MICHAEL L. PETERSON, a Registered Professional Land Surveyor of the State of Texas, having platted the above subdivision from an actual survey on the ground, and that all lot corners, and angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Michael Peterson 05/15/25  
MICHAEL L. PETERSON  
Texas Registration No. 5999

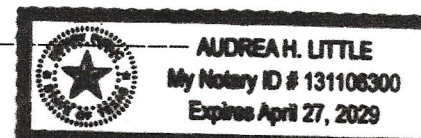


STATE OF TEXAS:  
COUNTY OF TARRANT:

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL L. PETERSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same in and for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of May, 2025

Audrea H. Little  
Notary Public in and for the State of Texas



My commission expires 4-27-2029

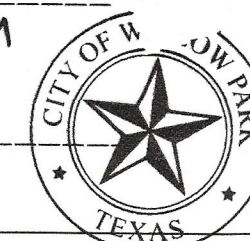
CITY OF WILLOW PARK, TEXAS  
CITY COUNCIL

NOTE:  
THIS PLAT IS VALID ONLY IF RECORDED WITHIN SIX (6) MONTHS  
AFTER DATE OF APPROVAL.

PLAT APPROVED DATE: MAY 20, 2025

BY: Lee Ye CITY MAYOR PRO TEM

BY: Dana McMillen CITY SECRETARY

FINAL PLAT  
THE RESERVES AT TRINITY PHASE 2

45.37 ACRES

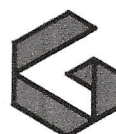
LOTS 1-18 & 19X, BLOCK 1, LOTS 1-7 & 8X, BLOCK 2,  
LOTS 1-8, BLOCK 3, LOTS 1-21, BLOCK 4,  
LOTS 1-16, BLOCK 5, LOT 1-12 & 13X, BLOCK 6  
SITUATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, AND  
IN THE W. FRANKLIN SURVEY, ABSTRACT NO. 468  
AN ADDITION TO THE CITY OF WILLOW PARK,  
PARKER COUNTY, TEXAS

BEING A REPLAT OF LOT 2R, BLOCK 11,  
THE RESERVES AT TRINITY ACCORDING TO THE PLAT  
RECORDED IN CABINET E, SLIDE 726  
PLAT RECORDS, PARKER COUNTY, TEXAS

MAY 2025

PREPARED BY

GRAHAM ASSOCIATES, INC.  
CIVIL ENGINEERING & SURVEYING  
600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011  
(817) 640-8535 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00



G-109

PLAT CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_

SHEET  
3 OF 3



**CITY COUNCIL AGENDA ITEM BRIEFING SHEET**

<b>Meeting Date:</b> December 9, 2025	<b>Department:</b> Planning & Development Dept.	<b>Presented By:</b> Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
--	--	---

**AGENDA ITEM:**

**Discussion & Action: to consider approval of Chapter 380 Agreement with Cork & Pig Tavern, Willow Park, LLC.**

**BACKGROUND:**

In January 2024, managing partners for Cork & Pig Tavern Management, LLC and their commercial broker met with city staff regarding an interest in a new restaurant expansion in the City of Willow Park. The restaurateurs considered various locations and showed great interest in The District at Willow Park. In February 2024, they decided they wanted to pursue their new venture at a space within The District; however, due to the shell space, its tenant remodel was going to be extremely extensive (a cost of \$3 Million, per its permit). They requested economic incentives from the City of Willow Park to assist with the offset of this expense.

The District at Willow Park is a part of the Tax Increment Reinvestment Zone Number One, approved by the City Council on November 15, 2016 (attached). According to its Final Project and Financing Plan, Exhibit A, the TIRZ's Ad Velorem Tax Reimbursement by the City of Willow Park is at a 75% Reimbursement Rate until 2026, after which time it reduces to a 50% Reimbursement Rate. Based on the upcoming scheduled reduction, this restaurant's impressive brand and stellar reputation, and the economic stimulation it would bring to our city, staff requested consideration from city council to begin economic development negotiations with Cork & Pig Tavern Management LLC.

The attached Chapter 380 Agreement between the City of Willow Park and Cork & Pig Tavern, Willow Park, LLC. proposes an incremental food sales tax abatement percentage over a five-year period or until a maximum incentive of \$150,000 is reached. Alcohol sales tax is not included in this abatement.

The last week in October, Cork & Pig Tavern in Willow Park opened its doors with delicious food, friendly staff, an exquisite atmosphere, and immediate success. This restaurant elevates Willow Park and we're honored to have them in our city.

**STAFF RECOMMENDATION:**

City staff believe that the Economic Development Agreement presented is reasonable and recommend approval by the City Council.

**EXHIBITS:**

- Chapter 380 Economic Development Agreement – Cork & Pig Tavern, Willow Park
- City of Willow Park Ordinance No. 741-16, Approval of TIRZ

**RECOMMENDED MOTION:**

**To approve the Chapter 380 Economic Development Agreement with Cork & Pig Tavern, Willow Park, LLC., as presented.**

**CHAPTER 380**  
**ECONOMIC DEVELOPMENT AGREEMENT**  
**BETWEEN**  
**THE CITY OF WILLOW PARK, TEXAS**  
**AND**  
**CORK & PIG TAVERN – WILLOW PARK, LLC**

This Chapter 380 Economic Development Agreement (this “Agreement”) is entered into this \_\_\_\_\_ day of December, 2025, by and between Cork & Pig Tavern – Willow Park, LLC, hereinafter referred to as “Business Developer,” a Texas Limited Liability Company, and the City of Willow Park, Texas, hereinafter referred to as “City,” a Texas Type A general law city.

**FACTUAL RECITALS AND FINDINGS**

**WHEREAS**, the Willow Park City Council adopted Resolution 2019-04, creating an Economic Development Program pursuant to the Texas Local Government Code, Chapter 380 (the “Resolution”), authorizing the City to make certain performance-based incentive grants to promote sound growth of the City. As such, the City and Business Developer pursuant to the Program, and in recognition of the positive economic benefits which will accrue to the City due to the Business Developer’s efforts to develop and establish an approximately five thousand four hundred square foot (5,400 square foot) restaurant, called the Cork and Pig Tavern, to be located at 460 Shops Blvd Suite 101, Willow Park, Texas (the “Project”) hereby enter this Agreement; and

**WHEREAS**, the Business Developer estimates the total construction costs of the Project to be approximately Three Million Dollars (\$3,000,000.00) and that the Project will produce annual taxable sales of approximately Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000.00); and

**WHEREAS**, the Business Developer estimates that development and operation of the Project will result in the creation of the equivalent of approximately Thirty (30) to Forty (40) full-time jobs and Ten (10) to Twenty (20) part time jobs; and

**WHEREAS**, the Business Developer approached the City and requested an economic incentive in order to induce the Business Developer to develop the Project within the City; and

**WHEREAS**, the City recognizes that development of the Project in the City represents an opportunity to provide significant economic benefit and opportunities for its citizens; and

**WHEREAS**, the City desires to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City desires to offer incentives to the Business Developer over a period of time to induce Business Developer to develop the Project in the City and to enable the Business Developer to develop and operate the Project successfully in a manner that will be of lasting and significant benefit to the City; and

**WHEREAS**, the City finds that development of the Project will add significant new revenues to the City's tax base, both and ad valorem and sales tax, and will create jobs, which will promote state and local economic development and stimulate business and commercial activity in the City thereby enhancing the economic stability and growth of the City.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Business Developer agree as follows:

### **Agreements**

**1. Authorization.** The City's execution of this Agreement is authorized by the *Texas Constitution*, Article III, §52-a and by Chapter 380, *Texas Local Government Code*, and by the Resolution and constitutes a valid and binding obligation of the City. The Business Developer's execution and performance of this Agreement constitutes a valid and binding obligation of Business Developer, and Business Developer agrees to proceed with the development of the Project. The City acknowledges that the Business Developer is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to develop the Project and Business Developer acknowledges that City is acting in reliance upon Business Developer's full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources to this Project.

Section 380.001 of the Texas Local Government Code authorizes cities to establish one or more programs to promote local economic development and to stimulate business and commercial activity in the city. The City desires to encourage businesses that will enhance City sales tax and other tax revenues to locate or maintain a place of business within the City. The Project will enhance the City's sales tax and ad valorem tax revenues. By this Agreement, the City establishes an economic development program for the Project.

**2. Definitions.** In this Agreement:

*Comptroller* means the Comptroller of Public Accounts of the State of Texas, or whatever person, position, or office is designated by law to administer the collection, reporting, and distribution of sales taxes.

*Person* means an individual, sole proprietorship, partnership, limited partnership, corporation, or any other legal entity.

*Project* means the construction and renovation of Cork & Pig Tavern, to be located at 460 Shops Blvd Suite 101, Willow Park, Texas with a minimum of Three Million Dollars (\$3,000,000.00) in improvements to be made by the Business Developer.

*Sales Tax* means the one percent (1.00%) municipal sales and use tax adopted by the City under the authority of the *Texas Tax Code*, Chapter 321 and available for general fund purposes. Sales Tax expressly excludes the one-half percent (.50%) municipal sales and use tax to be used

to reduce property taxes, and any Sales Tax generated by the sale of alcohol, including the Mixed Beverage Sales Tax and the Mixed Beverage Gross Receipts Tax.

*Sales Tax Reports* means the monthly reports furnished by the Business Developer to the Comptroller pursuant to Texas Tax Code Section 321.302, including the reports more fully described in Section 5(e) of this Agreement.

**3. City Council Findings.** By approval of this Agreement, the City Council of the City finds that each of the factual findings and recitals set forth above are found to be true and correct for all purposes and are hereby incorporated into the body of this Agreement.

#### **4. Business Developer Obligations.**

(a) The Business Developer agrees that:

- (1) The Project will be constructed/renovated in accordance with all applicable laws, including, without limitation, all applicable City ordinances, adopted codes, and required permits, and will consist of approximately five thousand four hundred square feet (5,400 sq.ft) of restaurant space.
- (2) A certificate of occupancy shall be in place for the Project and the Project will be open for business no later than November 1, 2025.
- (3) The Project must remain open for business to the public (during normal store hours set by the Business Developer in its reasonable discretion but not less than fifty (50) hours a week) for the term of this Agreement, except any days during which no business is conducted because of the actions of the Business Developer's landlord, casualty, condemnation, repairs, environmental remediation or investigation, or any other reason that is beyond the reasonable control of Business Developer including, but not limited to, those reasons referenced in Paragraph 7 (b) of this Agreement, except for any economic reasons, including, without limitation, low restaurant sales, credit reasons, or any other reasons related to financial considerations.

(b) New Sales Tax Revenue and Operation of New Store. For the Business Developer to receive the economic incentive payments described in this Agreement, the Business Developer must generate new Sales Tax and must open and operate a restaurant known as Cork and Pig Tavern at 460 Shops Blvd Suite 101, Willow Park, Texas in accordance with the terms of this Agreement.

(c) Reports and Information. Business Developer shall comply with all requirements of State law, including without limitation, the Texas Tax Code, for tracking, reporting, and documenting Sales Tax generated by the Project and received by Business Developer as a result of the Project. Beginning in December 2025, and each month thereafter during the term of this Agreement, the Business Developer will provide the City with true and correct copies of its monthly Sales Tax Reports filed with the Comptroller for sales from the preceding month. All information provided by Business Developer to the City under this

subsection shall be sent to the attention of the City's City Manager at the address specified for giving notice in this Agreement. The reports and information provided by the Business Developer to the City is private, proprietary, and confidential, and in no manner shall it become a public record of the City. Notwithstanding the foregoing, Business Developer understands and agrees that the City is subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552. In the event that the City receives an open records request for reports and information provided to the City, the City will promptly notify Business Developer of the request and cooperate with Business Developer to seek an Attorney General's opinion as to whether the information must be produced to the requestor. Business Developer shall be responsible for asserting its rights under the Act and shall bear any costs and expenses incident to asserting its rights of confidentiality under the Act, including any legal fees, costs and expenses related to an appeal of the Attorney General's opinion through the prosecution of a lawsuit or otherwise.

## 5. Economic Development Program and Incentive Payments.

(a) Establishment of 380 Economic Development Program. As consideration for Business Developer's contractual obligations hereunder, the City establishes an economic development program pursuant to Chapter 380, Texas Local Government Code to be known as the "**Cork and Pig Tavern Economic Development Program**".

(b) Incentive Payment and Limitations. To provide an incentive to induce Business Developer to develop the Project in the City, the City will pay Business Developer an annual economic development incentive grant in an amount equal to the Sales Tax the City receives from the Project beginning from December 1, 2025, and ending five (5) years later in accordance with the following percentages and schedule, subject to the limitation provided in subparagraph (5)(d) of this Agreement:

### SCHEDULE OF SALES TAX REBATES

YEAR	PERCENTAGE OF SALES TAX
12/01/2025 – 12/31/2026	100%
01/01/2027 – 12/31/2027	80%
01/01/2028 – 12/31/2028	75%
01/01/2029 – 12/31/2029	65%
01/01/2030 – 10/31/2030	55%

The annual payments will be based on Sales Tax Reports received from the Comptroller and the Business Developer regarding the sales tax generated by the Project. The City has no obligation to pay the annual payment unless the City receives (i) Sales Tax generated by the Project; (ii) Sales Tax Reports for the Project; and (iii) other sales or sales tax data from the Business Developer for the Project as provided in subsection(5)(e) and required by State law.

(c) Time of Payments. Each annual payment to Business Developer will be made within thirty (30) days after January 31st (for sales from the preceding January 1 through

December 31) if the City has received the Sales Tax Reports and any reports from Business Developer required by this Agreement. The due date for a payment will be extended by the number of days after January 31st that the City receives from the Business Developer, its Sales Tax Reports and/or any data used to compute the Performance-Based Incentive related to the preceding year. The Business Developer will be eligible to receive its first payment following January 31, 2027, and the first payment will include the sales in December 2025. Additionally, the final annual payment will include only ten (10) months (January to October 2030).

(d) Chapter 380 Payments Maximum. The amount paid in annual payments to Business Developer under this Agreement, collectively, shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) over the term of this Agreement, such amount to be referred to herein as the “Chapter 380 Payments Maximum”. In no event shall the payments made under this Agreement exceed the Chapter 380 Payments Maximum. The City’s obligations to pay the Business Developer the annual payments provided herein shall end upon the earlier of City’s payment to Business Developer of the Chapter 380 Payments Maximum, the expiration of the Term of this Agreement, or the termination of this Agreement.

(e) Sales Tax Reports. The City may request each year from the Comptroller Sales Tax Reports as provided in Section 321.3022, *Texas Tax Code*, establishing the annual amount of Sales Tax remitted by the Business Developer for the Project. The Business Developer will provide the Comptroller any permission required by section 321.3022(d), *Texas Tax Code*, in order for the City to obtain the Sales Tax Reports. In addition, the Business Developer shall provide its Sales Tax Reports filed with the Comptroller as provided herein and shall provide the City with a report or other information that shows the amount of Sales Tax attributable to the Project for the year upon which payment is sought. If the Business Developer disagrees with the amount of Sales Tax attributable to the Project as reflected in the Sales Tax Reports, or if for any reason the Comptroller does not or cannot provide the Sales Tax Reports to the City, the Business Developer shall have the obligation to submit to the City other evidence of the amount of Sales Tax the City receives for the Project. The City agrees to examine such reports and evidence in good faith and make payments or adjustments in payments based on such evidence, to the extent that the evidence is verifiable and correct.

(f) Repayment. If, for any reason, the City is required to refund to the State of Texas any of the Sales Tax revenues that it has received and are generated from the Project upon which the payments made by the City to Business Developer are calculated under this Agreement, the City shall adjust future payments to Business Developer to account for and remedy any such refund. In the event that the refund occurs following the expiration of the term of this Agreement or after the last required payment to Business Developer under this Agreement, Business Developer shall repay the City the amount of the refund no later than thirty (30) days after the City sends an invoice to Business Developer. This provision shall survive termination or expiration of this Agreement.

(g) Funding Source. While the amount of the performance-based incentive grant for the Project shall be measured as a percentage of the Sales Tax generated from the Project, the City may use any available and legally permissible funding source, other than ad valorem tax revenue, to make the payments required hereunder. Should any legal impediment arise during the term of this Agreement, including a change in law, that prevents or prohibits the City from complying with or making future payments under this Agreement, the City may, in its sole and absolute discretion, amend and reform this Agreement, to the extent legally permissible, to give effect to the terms of this Agreement. In the event that the City determines not to reform this Agreement, it may terminate the Agreement without further liability to Business Developer.

(h) Not Subject to Annual Appropriation. In accord with Article III §52-a of the *Texas Constitution*, the program created and grant made as provided by this Agreement does not constitute or create a debt for the purpose of any provision of the Texas Constitution and this Agreement is therefore not subject to annual appropriation of the City Council.

**6. Term.** This Agreement is effective on the date of approval by the City Council and terminates on October 31, 2030. The last payment under this Agreement by the City shall be due after January 31, 2031, for calendar year 2030 in accordance and as provided in Section 5, unless the Agreement is terminated earlier as provided herein or has expired.

## **7. Termination; Remedies.**

(a) Default; Notice. Either party may terminate this Agreement during its term as provided in this paragraph if a party defaults in the performance of its obligations under this Agreement, including without limitation, those obligations set forth in Paragraph 7(c) of this Agreement. The party alleging the default will give the other Party notice of the default in writing as required by Paragraph 8(c) of this Agreement. If the defaulting party fails to cure the default within sixty (60) days of the date of the notice (the “Cure Period”), this Agreement shall terminate immediately upon expiration of the Cure Period unless the Parties agree in writing to extend the Cure Period.

(b) Force Majeure. No party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties during the time, but only for so long as the event of force majeure reasonably prevents performance. Notwithstanding the foregoing, within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event.



(c) Conditions of Default. Subject to the applicable Cure Period stated above in paragraph (7)(a), the following conditions, occurrences, or actions will constitute a default by the Business Developer during the term of this Agreement:

(1) Business Developer's insolvency, the appointment of a receiver for the Business Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Business Developer; or

(2) Foreclosure of any lien against all or a portion of the Business Developer's restaurant located in Willow Park, Texas, which may materially and adversely affect the continuance by Business Developer of its operations in Willow Park, Texas; or

(3) The Cork and Pig Tavern in Willow Park, Texas ceases to maintain its lease at the Project address, and do business in Willow Park, Texas or fails to stay open for the minimum number of hours provided in this Agreement; or

(4) The Business Developer's failure to comply with any term, provision, or covenant of this Agreement.

(d) In the event of a default by the City or the Business Developer for any reason other than the payment of money owed under this Agreement (pursuant to Paragraph 5), termination shall be the only remedy (in lieu of damages or any other remedy). If at any time during the term of this Agreement, the City terminates the Agreement because of a default by Business Developer's default, the City's obligations to make payment under Paragraph 5 shall automatically terminate and City shall not owe any performance-based incentive grant payment to Business Developer regardless of the time remaining in the Term of this Agreement.

(e) Attorney's Fees. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement as a consequence of any default by the other party of its obligations under this Agreement, the prevailing party in such action or proceeding shall be entitled to have its reasonable attorney's fees and out-of-pocket expenditures paid by the losing party. All such fees shall be deemed to have accrued upon the commencement of such action.

## **8. Miscellaneous Provisions.**

(a) Remedies Cumulative. The rights and remedies provided in this Agreement or under other laws are cumulative and the exercise of any particular right or remedy does not preclude the exercise of any other right or remedy.

(b) Law Governing and Venue. This Agreement is governed by the laws of the State of Texas, and a lawsuit may only be prosecuted on this Agreement in a State District Court in Parker County, Texas.

(c) Notices. Any notice required to be given by one party to another must be given in writing addressed to the party to be notified at the address set forth below, (1) by delivering the notice in person, (2) by depositing the notice in the U. S. Mail, certified or registered, return receipt requested, postage prepaid, or (3) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery. Notice deposited in the U.S. Mail is deemed effective on the date of deposit. Notice given in any other manner is effective when received by the party to be notified. For the purposes of notice, the addresses of the parties to whom notice is to be given, until changed by giving notice to the other as provided herein, are as follows:

If to the City:       City of Willow Park, Texas  
                               City Manager  
                               120 El Chico Trail, Suite A  
                               Willow Park, Texas 76087  
                               Telephone: (817) 441-7108  
                               Email: tfisher@willowpark.org

If to Business Developer:

Cork & Pig tavern – Willow Park, LLC  
                               John Nestor, Vice President  
                               222 Las Colinas Boulevard, Suite 1650E  
                               Irving, Texas 75039  
                               Telephone: (972) 401-4133  
                               Email: accounting@corkandpig.com

(d) Assignment. This Agreement shall not be assigned without the prior written consent of the City; such consent to be within the sole and absolute discretion of the City. Notwithstanding the foregoing, Business Developer may assign all or part of its rights and obligations under this Agreement to any entity affiliated with or under common control with the Business Developer provided that such assignment requires the assignee to comply with the terms of this Agreement. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of the City to such an assignment will be required so long as the Project continues to be operated as a Cork and Pig Tavern. The Business Developer agrees to provide the City with written notice of any such assignment.

(e) Severability. If any provision of this Agreement is declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions continue in effect.

**9. Statutory Verifications.** The Business Developer makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Business Developer within the meaning of SEC Rule 405,

17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Business Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Business Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Business Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Business Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

**10. Form 1295.** Submitted herewith is a completed Form 1295 in connection with the Business Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Business Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Business Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided

solely by the Business Developer; and, neither the City nor its consultants have verified such information.

**11. Verification Regarding Undocumented Workers.** In accordance with Chapter 2264 of the Government Code, the Business Developer represents and certifies that it does not and will not knowingly employ any undocumented worker on the Project who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Business Developer is convicted of a violation under 8 U.S.C. § 1324a(f), the Business Developer shall repay to the City an amount equal to all grant payments or other public subsidies provided to the Business Developer under this Agreement and any other funds received by the Business Developer from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Business Developer of the violation. Pursuant to Section 2264.101(c) of the Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

**12. Chapter 380 Reporting.** The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

**13. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

**14. Non-Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**15. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**CITY OF WILLOW PARK, TEXAS**

**CORK & PIG TAVERN –  
WILLOW PARK, LLC**

By: \_\_\_\_\_  
Teresa Palmer, Its Mayor

By: \_\_\_\_\_  
Cork & Pig Tavern Management,  
LLC, Manager  
John Nestor, Vice President

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

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

**ATTEST:**

\_\_\_\_\_  
Deana McMullen, City Secretary

**Approved as to form and legality:**

\_\_\_\_\_  
Wm. Andrew Messer, City Attorney

# CITY OF WILLOW PARK, TEXAS

## ORDINANCE NO. 741-16

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, AUTHORIZING THE APPROVAL OF THE FINAL PROJECT AND FINANCING PLAN FOR REINVESTMENT ZONE NUMBER ONE, CITY OF WILLOW PARK, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the municipal offices of the City perform certain functions related to the preservation of health, safety and general welfare of its citizens; and

**WHEREAS**, the City is authorized pursuant to Chapter 311 TEXAS TAX CODE, to create a tax increment reinvestment zone within its City limits;

**WHEREAS**, the City held a public hearing on October 11, 2016 pursuant to Section 311.003 TEXAS TAX CODE regarding the establishment of a tax increment reinvestment zone within the City ("**Zone**"); and

**WHEREAS**, pursuant to Section 311.003(b) TEXAS TAX CODE the City prepared a Preliminary Project and Financing Plan, dated October 25, 2016; and

**WHEREAS**, on October 25, 2016, the City Council approved Ordinance No. 739-16 creating the Zone; and

**WHEREAS**, on November 15, 2016, the Board of Directors for the Zone approved Resolution No. 02-16-T, approving the Project and Financing Plan for the Zone, dated November 15, 2016 ("**Final Project and Financing Plan**"), a copy of which is attached hereto, and incorporated herein for all purposes, as Exhibit A; and

**WHEREAS**, the City Council hereby finds and determines that the adoption of this Ordinance, approving the Final Project and Financing Plan for the Zone is in the best interests of the citizens of the City.

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

### SECTION 1. AUTHORIZATION

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

### SECTION 2. FINDINGS

The Final Project and Financing Plan for the Zone, a copy of which is attached hereto as Exhibit A, and incorporated herein for all purposes ("**Final Project and Financing Plan**"), has been prepared for and reviewed by the Board and conforms with and satisfies all requirements set forth in Sections 311.011 TEXAS TAX CODE. Specifically, the Final Project Plan includes, but is not limited to:

(1) a description and map showing existing uses and conditions of real property in the Zone and proposed uses of that property,

(2) any proposed changes of zoning the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county,

(3) a list of estimated non-project costs, and

(4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan.

The Final Financing Plan includes, but is not limited to:

(1) a detailed list describing the estimated project costs of the Zone, including administrative expenses,

(2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the Zone,

(3) a finding that the plan is economically feasible and an economic study,

(4) the estimated amount of bond indebtedness to be incurred, if any,

(5) the estimated time when related costs or monetary obligations are to be incurred,

(6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the Zone that levies taxes on real property in the Zone,

(7) the current total appraised value of taxable real property in the Zone,

(8) the estimated captured appraised valued of the Zone during each year of its existence, and

(9) the duration of the Zone.

### SECTION 3. FEASIBILITY.

The City Council finds that the Final Project and Financing Plan is feasible.

### SECTION 4. FINAL PROJECT AND FINANCING PLAN.

The Zone Board has approved the Final Project and Financing Plan and has submitted it to the City with a recommendation for approval. The City Council hereby approves the Final Project and Financing Plan, a copy of which is attached hereto as Exhibit A and is incorporated herein for all purposes, as the project plan and financing plan for the Zone.

### SECTION 5. RECITALS

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

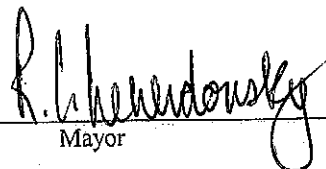
### SECTION 6. SEVERABILITY

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

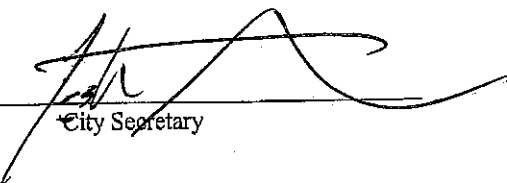
### SECTION 7. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption as provided by law.

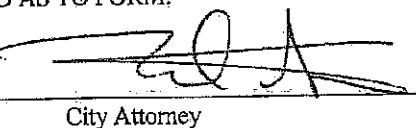
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, THIS 15th DAY of NOVEMBER, 2016.

/s/   
Mayor

ATTEST:

/s/   
City Secretary

APPROVED AS TO FORM:

/s/   
City Attorney

The City Council of the City of Willow Park, Texas in acting on Ordinance No. 741-16, did on the 15<sup>th</sup> day of November, 2016 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>
Richard Neverdousky, Mayor	_____	_____
Norman Hogue, Place 1	_____✓_____	_____
Gene Martin, Place 2	_____✓_____	_____
Greg Runnebaum, Place 3	_____✓_____	_____
John Gholson, Place 4	_____	_____✓_____
Marcy Galle, Place 5	_____✓_____	_____



## EXHIBIT A

Exhibit A – Final Project and Financing Plan for Reinvestment Zone Number One, City of Willow Park, Texas

2391.010\59678.1

*REINVESTMENT ZONE NUMBER ONE,  
CITY OF WILLOW PARK  
FINAL PROJECT AND FINANCING PLAN  
(the "Final Plan")*

November 15, 2016

## 1. INTRODUCTION.

1.1 Authority and Purpose. The City of Willow Park, a Texas general law municipality ("City"), has the authority under Chapter 311, TEXAS TAX CODE, ("Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment Zone ("Zone") to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate development and redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act to be designated as a tax increment reinvestment Zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a Zone if more than 30% of the property in the proposed Zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed Zone and in existing reinvestment Zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 The Zone. The City on October 25, 2016 adopted Ordinance 739-16 creating a tax increment reinvestment Zone to be known as "Reinvestment Zone Number One, City of Willow Park" ("Zone") that will include approximately 225 acres as described in Ordinance 739-16 ("Property"). The Property is currently located within the City's corporate limits. The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped has deteriorating structures, lack of adequate streets or sidewalks and other unsafe conditions. Due to these factors there is a need for economic incentives to attract development and redevelopment for the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Parker County, and the region. The public works, public improvements, programs, and other projects financed by this Final Plan, will provide for the City, Parker County, a master-planned development (Final Plan).

1.4 Public Hearing. Before the City adopted Ordinance 739-16 designating the Zone, City Council prepared a preliminary reinvestment Zone financing plan in accordance with the Act and held a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at a public hearing on October 11, 2016, where interested persons were

allowed to speak for or against the creation of the proposed Zone, the boundaries of the proposed Zone, or the concept of tax increment financing. At the public hearing the owner of the Property ("Owner") was given an opportunity to protest the inclusion of the Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment Zone financing plan was by the October 11, 2016 Preliminary Plan which was attached as Exhibit "C" to Ordinance 739-16. Its purpose was to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A more detailed description of how such public works, improvements, programs, and projects will be undertaken and financed will be set forth in by the Final Plan and by the TIRZ Reimbursement Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. Subsequent to the public hearing, the City Council has adopted an ordinance in accordance with the Act creating the Zone after the City Council made specific finding that: (i) development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future; (ii) that the Zone is feasible; and, (iii) that creation of the Zone is in the best interest of the City and the Property. Among other provisions required by the Act, the ordinance creating the Zone appointed a Board of Directors for the Zone consisting of nine members (the "Board").

1.6 Board Recommendations. After the creation of the Zone, the Board at the November 15, 2016 meeting approved and recommended to the City Council a *Final Tax Increment Reinvestment Zone Project and Financing Plan for the Reinvestment Zone Number One, City of Willow Park* (as amended, the "Final Plan"), including a "TIRZ Reimbursement Agreement" between the owner or developer and the City pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development or valuation increase in the Zone ("Tax Increment") into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to reimburse if and when funds are available the owner or developer for the costs or expenses of approved public works, public improvements, programs, and other projects benefiting the Zone. The Board will each year prepare and recommend an annual report to the City Council.

1.7 Council Action. The City Council, taking into consideration the recommendations of the Board, will consider approval of the Final Plan and the TIRZ Reimbursement Agreement. If the final plan and TIRZ Reimbursement Agreement are approved, the City Council will authorize and direct its execution.

## DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property is currently located in Parker County and in the City's corporate limits. The Property is both underdeveloped and undeveloped, and there is limited public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot currently financially provide; and (2) will not be provided solely through private investment in the foreseeable future. If the Property were to be developed today, it would be developed consistent with the existing zoning and platting that is outdated and restrictive. A map of the Property and the proposed Zone are shown on Exhibit A.

2.2 Proposed Uses. The proposed uses of the Property are consistent with the zoning adopted by Ordinance 740-16. A map of the Property and description of the proposed uses of the Property are shown on Exhibit B.

2.3 Metes and Bounds Description. Metes and bounds descriptions of the Property is provided on Exhibit C.

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. Development of the Property will be consistent with the uses and zoning authorized.

4. RELOCATION OF DISPLACED PERSONS. No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

5. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs include lot development costs and construction costs for private improvements. The total non-project costs are estimated to be approximately \$100 million.

6. PROPOSED PUBLIC IMPROVEMENTS.

6.1 Categories of Public Improvements. The categories of public works and public improvements ("Public Improvements") that are proposed to be financed by the Zone are as follows: water, sewer, roads, drainage, public parks, public trails, and public parking, including associated real estate acquisitions. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and submitted for acceptance by the City.

6.2 Locations of Public Improvements. The estimated locations of some of the proposed Public Improvements are shown and described on Exhibit D. These locations are provided for informational purposes only and may be revised without amending the Final Plan.

7. ESTIMATED PROJECT COSTS. The total project costs for the Zone (the "Project Costs"), include the Administrative Costs defined below and the costs of the Public Improvements, are estimated to be \$8,087,845 in 2016 Dollars, as set forth on Exhibit E.

7.1 Administrative Costs. The Project Costs for administration of the Zone shall be the direct costs paid or incurred by or on behalf of the City to administer the Zone

("Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be prioritized to be paid each year from the TIRZ Fund before any other Project Costs are paid.

8. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED. The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on Exhibit F.

9. ECONOMIC FEASIBILITY. For purposes of this Final Plan, economic feasibility has been evaluated over the term of the Zone, based on the "Feasibility Study" prepared by DPFG, a copy of which is attached as Exhibit G. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development or increased valuations in the Zone) and does not take into consideration any "multiplier effect" that may result from new development that occurs outside the Zone. As illustrated in Exhibit G, during the term of the Zone, new development that occurs in the Zone (which would not have occurred but for the Zone) will generate approximately \$21,890,276 in total new real property tax revenue during the term of the Zone. The taxing unit that will participate in and benefit from new development within the Zone, the City, will retain approximately \$9,392,336 in net additional tax revenues in the City's general fund. The remaining additional tax revenues will be deposited in the TIRZ Fund to pay Project Costs.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development or valuation increases within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs plus interest at a rate of three percent per annum until all Project Costs are repaid or until the term of the Zone expires or until the Zone is otherwise terminated. No interest will be paid on funds expended for Shoes Boulevard. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units. During the term of the Zone, the City will deposit into the TIRZ Fund each year when received by the City an amount calculated as a rate per \$100 of captured appraised value in the Zone that equals 75 percent of the City's tax rate levied and collected for the first 10 years and 50 percent of the City's tax rate levied and collected for years 11 through 25, inclusive.

10. ESTIMATED BONDED INDEBTEDNESS. No bonded indebtedness is contemplated to be issued by the City for projects within the Zone.

11. TOTAL APPRAISED VALUE. The current total appraised value of taxable real property in the Zone for tax year 2015 is \$26,587,070. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone will be \$219,766,752 in 2016 Dollars.

12. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY. The amount of the City's tax increment for a year is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the tax increment



base of the Property. The tax increment base of the Property is the total taxable value of the Property for 2016, the year in which the Zone was designated. The tax increment base of the Property will be \$142,693.

**13. METHOD OF FINANCING.** The Owner will pay those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan and the TIRZ Reimbursement Agreement shall obligate the City to pay from the TIRZ Fund to the Owner or its assignees all Project Costs paid by the Owner or its assignees for approved public improvements. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay the annual interest costs due to Owner funded Project Costs. After the interest costs are paid, funds in the TIRZ Fund shall next be used to reimburse the Owner or its Assignees actual Project Costs incurred and paid. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City and the TIRZ Fund shall only be used to pay the Project Costs, unless otherwise approved by the Owner. The City's approval of the Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount calculated as a rate per \$100 of captured appraised value in the Zone that equals 75 percent of the City's tax rate levied and collected for the first ten years following creation of the Zone; and an amount calculated as a rate per \$100 of captured appraised value in the Zone that equals 50 percent of the City's tax rate levied and collected for years 11 through 25 following creation of the Zone when and if said funds are received by the City.

**14. DURATION OF THE ZONE; TERMINATION.** The stated term of the Zone shall commence on October 25, 2016, and shall continue until December 31, 2041, unless terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the approved Project Costs have been paid in full to the Owner or its Assignees or if the Owner or its Assignees have defaulted on their obligation to construct or build all or any of the public improvements herein. If upon expiration of the stated term of the Zone, Project Costs have not been paid to the Owner or its Assignees, the City shall have no obligation to pay the any remaining project costs. The provisions of this section shall be included in the ordinance that creates the Zone and in the TIRZ Reimbursement Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

**15. ECONOMIC DEVELOPMENT PROGRAMS.** The City Council has determined it to be necessary and convenient to the accomplishment of the objectives contained in and to the implementation of this Final Plan to establish and provide for the administration of economic development programs that may be used to accomplish the purposes described in this Section 16. The programs and grants authorized by this Section 16 are authorized by Section 311.010(h) of the Act and by Article III, Section 52-a, Texas Constitution, as amended. Development of the Zone will further the public purpose of developing and diversifying the economy of the Zone. The City Council has determined, and it is recognized, that such development will not occur solely through private investment in the foreseeable future, nor will such development occur only through public participation in the cost of the Public Improvements. The public infrastructure serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the

real property tax base for all taxing units within the Zone, and increased job opportunities for residents of the City, and Parker County, all of which benefit the Zone and the City.

16. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Property and TIF Zone
Exhibit B	Map and Description of Proposed Uses of the Property
Exhibit C	Metes and Bounds Description of Property in the Zone
Exhibit D	Public Improvements
Exhibit E	Estimated Project Costs
Exhibit F	Estimated Time When Costs are to be Incurred
Exhibit G	Feasibility Study

**EXHIBIT A**  
**WILKS DEVELOPMENT - TRINITY GROUNDS OF WILLOW PARK**  
**TRINITY DOWNS AT WILLOW PARK TAX INCREMENT REINVESTMENT ZONE**  
**ASSUMPTIONS (25 YEAR TERM)**

Item	Assumption	Source
Date of Analysis	11/9/2016	
Inflation Rate	2.0%	DPFG
<b>Total Project Revenue</b>	<b>\$ 57,772,480</b>	<b>Calculated</b>
<b>Estimated Total TIRZ Revenue</b>	<b>\$ 21,890,276</b>	<b>Calculated</b>
<b>Estimated Portion of TIRZ Revenue Available to Reimburse Project Costs - 25 Years</b>	<b>\$ 12,497,940</b>	<b>Calculated</b>
<b>Estimated Portion of TIRZ Revenue Deposited in the City's General Fund - 25 Years</b>	<b>\$ 9,392,336</b>	<b>Calculated</b>
<b>Total Project Costs</b>	<b>\$ 11,843,940</b>	<b>Calculated</b>
<b>Estimated City of Willow Park Sales Tax Revenue - 25 Years</b>	<b>\$ 36,536,203</b>	<b>Calculated</b>
City of Willow Park Ad Valorem Tax Rate - 2015	\$ 0.4605000	City of Willow Park
City of Willow Park Ad Valorem Tax Rate - 2016	\$ 0.5316000	City of Willow Park
City of Willow Park Sales Tax Rate - FY 2016	1.50%	City of Willow Park
Estimated Commercial Occupancy Percentage	85%	DPFG
City of Willow Park TIRZ Percentage - Years 1-10	75%	DPFG
City of Willow Park TIRZ Percentage - Years 11-25	50%	DPFG
Interest Carry	3.0%	DPFG
Estimated Sales Per Square Foot	\$ 300	DPFG
2016 Total Assessed Value - Base Year	\$ 26,587,070	PCAD
Event Center Buildout Value	\$ 9,350,000	Wilks Development
Future Multi-Family Buildout Value	\$ 19,500,000	Wilks Development
Multi-Family 2015 Buildout Value	\$ 21,144,290	PCAD
Multi-Family 2016 Buildout Value	\$ 6,500,000	Wilks Development
Townhome Buildout Value	\$ 22,080,000	Wilks Development
Single Family Buildout Value	\$ 32,500,000	Wilks Development
Padsites/Vertical Buildout Value	\$ 14,878,000	Wilks Development
Hotel Buildout Value	\$ 8,250,000	Wilks Development
The Shops Buildout Value	\$ 8,000,000	Wilks Development
Bank Buildout Value	\$ 720,000	Wilks Development
Amphitheater Buildout Value	\$ 300,000	Wilks Development
Townhome Lots	\$ 80	Wilks Development
Average Townhome Price	\$ 276,000	Wilks Development
Single Family Lots	\$ 100	Wilks Development
Average Single Family Home Price	\$ 325,000	Wilks Development
Padsites	\$ 14	Wilks Development
Value per Padsite	\$ 1,062,714	Wilks Development

EXHIBIT B

WILKS DEVELOPMENT - TRINITY GROUNDS OF WILLOW PARK

TRINITY DOWNS AT WILLOW PARK TAX INCREMENT REINVESTMENT ZONE

ABSORPTION SCHEDULE

11/9/2016

Development Costs	Total	Year Incurred
Crown Point Road Extension	\$ 1,200,000	2016-2017
Public Parks and Trail System	\$ 877,359	2017-2018
Public Parking	\$ 271,000	2017-2018
Meadow Place Drive	\$ 1,805,332	2017-2018
Shops Boulevard	\$ 1,469,000	2016
Water Lines (potable and reuse)	\$ 346,668	2016
Sanitary Lines	\$ 276,460	2017-2018
Storm Drain Improvements	\$ 413,540	2017-2018
Kings Gate Road Extension	\$ 828,846	2018-2019
Administrative Costs	\$ 600,000	2017-2041
<b>Total Costs</b>	<b>\$ 8,088,205</b>	

**EXHIBIT C**  
**WILKS DEVELOPMENT - TRINITY GROUNDS OF WILLOW PARK**  
**TRINITY DOWNS AT WILLOW PARK TAX INCREMENT REINVESTMENT ZONE**  
**ABSORPTION SCHEDULE**  
**11/9/2016**

Annual Absorption	2017	2018	2019	2020	2021	2022
Event Center	0%	50%	100%	100%	100%	100%
Future Multi-Family	0%	0%	0%	0%	50%	100%
Multi-Family 2015	100%	100%	100%	100%	100%	100%
Multi-Family 2016	100%	100%	100%	100%	100%	100%
Townhomes	0%	0%	100%	100%	100%	100%
Single Family	0%	0%	50%	100%	100%	100%
Padsites/Vertical	14%	36%	50%	71%	86%	100%
Hotel	0%	0%	0%	0%	100%	100%
The Shops	100%	100%	100%	100%	100%	100%
Bank	0%	0%	0%	100%	100%	100%
Amphitheater	0%	100%	100%	100%	100%	100%
<b>Percentage Complete</b>	<b>14%</b>	<b>7%</b>	<b>37%</b>	<b>17%</b>	<b>16%</b>	<b>10%</b>
<b>Cumulative Percentage Complete</b>	<b>14%</b>	<b>20%</b>	<b>57%</b>	<b>74%</b>	<b>90%</b>	<b>100%</b>

Annual Absorption (Cumulative Lots)	2017	2018	2019	2020	2021	2022
Townhome Units	0	0	80	80	80	80
Single Family Units	0	0	50	100	100	100
Padsites/Vertical	2	5	7	10	12	14

Annual Absorption (Cumulative Value)	2017	2018	2019	2020	2021	2022
Townhome Units @ \$276k per Home	\$ -	\$ -	\$ 22,080,000	\$ 22,080,000	\$ 22,080,000	\$ 22,080,000
Single Family Units @ \$325k per Home	\$ -	\$ -	\$ 16,250,000	\$ 32,500,000	\$ 32,500,000	\$ 32,500,000
Padsites/Vertical @ \$1,162,714 per Lot	\$ 2,125,429	\$ 5,313,571	\$ 7,439,000	\$ 10,627,143	\$ 12,752,571	\$ 14,878,000

**EXHIBIT D**  
**WILKS DEVELOPMENT - TRINITY GROUNDS OF WILLOW PARK**  
**TRINITY DOWNS AT WILLOW PARK TAX INCREMENT REINVESTMENT ZONE**  
**AD VALOREM TAX REVENUES**  
**11/9/2016**

Annual Ad Valorem Additions	TIRZ Reimbursement Rate	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Event Center		\$ -	\$ -	\$ 4,675,000	\$ 9,350,000	\$ 9,537,000	\$ 9,727,740	\$ 9,922,295	\$ 10,120,741	\$ 10,323,156	\$ 10,529,619	\$ 10,740,211
Future Multi-Family		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,750,000	\$ 19,500,000	\$ 19,890,000	\$ 20,287,800	\$ 20,693,556	\$ 21,107,427
Multi-Family 2015		\$ 21,144,290	\$ 21,567,176	\$ 21,998,519	\$ 22,438,490	\$ 22,887,259	\$ 23,345,005	\$ 23,811,905	\$ 24,288,143	\$ 24,773,906	\$ 25,269,384	\$ 25,774,772
Multi-Family 2016		\$ -	\$ 6,500,000	\$ 6,630,000	\$ 6,762,600	\$ 6,897,852	\$ 7,035,809	\$ 7,176,525	\$ 7,320,056	\$ 7,466,457	\$ 7,615,786	\$ 7,768,102
Townhomes		\$ -	\$ -	\$ -	\$ 22,080,000	\$ 22,521,600	\$ 22,972,032	\$ 23,431,473	\$ 23,900,102	\$ 24,378,104	\$ 24,865,666	\$ 25,362,980
Single Family		\$ -	\$ -	\$ -	\$ 16,250,000	\$ 32,500,000	\$ 33,150,000	\$ 33,813,000	\$ 34,489,260	\$ 35,179,045	\$ 35,882,626	\$ 36,600,279
Padsites/Vertical		\$ -	\$ 2,125,429	\$ 5,313,571	\$ 7,439,000	\$ 10,627,143	\$ 12,752,571	\$ 14,878,000	\$ 15,175,560	\$ 15,479,071	\$ 15,788,653	\$ 16,104,426
Hotel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,250,000	\$ 8,415,000	\$ 8,583,300	\$ 8,754,966	\$ 8,930,065	\$ 9,108,667
The Shops		\$ -	\$ 8,000,000	\$ 8,160,000	\$ 8,323,200	\$ 8,489,664	\$ 8,659,457	\$ 8,832,646	\$ 9,009,299	\$ 9,189,485	\$ 9,373,275	\$ 9,560,741
Bank		\$ -	\$ -	\$ -	\$ -	\$ 720,000	\$ 734,400	\$ 749,088	\$ 764,070	\$ 779,351	\$ 794,938	\$ 810,837
Amphitheater		\$ -	\$ -	\$ 300,000	\$ 306,000	\$ 312,120	\$ 318,362	\$ 324,730	\$ 331,224	\$ 337,849	\$ 344,606	\$ 351,498
<b>Total Assessed Value</b>		<b>\$ 26,587,070</b>	<b>\$ 38,192,604</b>	<b>\$ 47,077,091</b>	<b>\$ 92,949,290</b>	<b>\$ 114,492,638</b>	<b>\$ 136,695,377</b>	<b>\$ 150,854,662</b>	<b>\$ 153,871,755</b>	<b>\$ 156,949,190</b>	<b>\$ 160,088,174</b>	<b>\$ 163,289,937</b>
City of Willow Park Tax Rate		\$ 0.46	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53
<b>City of Willow Park Ad Valorem Taxes</b>		<b>\$ 122,433</b>	<b>\$ 203,032</b>	<b>\$ 250,262</b>	<b>\$ 494,118</b>	<b>\$ 608,643</b>	<b>\$ 726,673</b>	<b>\$ 801,943</b>	<b>\$ 817,982</b>	<b>\$ 834,342</b>	<b>\$ 851,029</b>	<b>\$ 868,049</b>
Incremental Value		\$ -	\$ 11,605,534	\$ 8,884,486	\$ 45,872,199	\$ 21,543,349	\$ 22,202,738	\$ 14,159,285	\$ 3,017,093	\$ 3,077,435	\$ 3,138,984	\$ 3,201,763
Cumulative Incremental Value		\$ -	\$ 11,605,534	\$ 20,490,021	\$ 66,362,220	\$ 87,905,568	\$ 110,108,307	\$ 124,267,592	\$ 127,284,685	\$ 130,362,120	\$ 133,501,104	\$ 136,702,867
Incremental City of Willow Park Ad Valorem Taxes		\$ -	\$ 61,695	\$ 108,925	\$ 352,782	\$ 467,306	\$ 585,336	\$ 660,607	\$ 676,645	\$ 693,005	\$ 709,692	\$ 726,712
<b>TIRZ Reimbursement - City of Willow Park</b>	<b>75%</b>	<b>\$ -</b>	<b>\$ 46,271</b>	<b>\$ 81,694</b>	<b>\$ 264,586</b>	<b>\$ 350,480</b>	<b>\$ 439,002</b>	<b>\$ 495,455</b>	<b>\$ 507,484</b>	<b>\$ 519,754</b>	<b>\$ 532,269</b>	<b>\$ 545,034</b>
<b>Cumulative TIRZ Reimbursement - City of Willow Park</b>		<b>\$ -</b>	<b>\$ 46,271</b>	<b>\$ 127,965</b>	<b>\$ 392,551</b>	<b>\$ 743,031</b>	<b>\$ 1,182,032</b>	<b>\$ 1,677,487</b>	<b>\$ 2,184,971</b>	<b>\$ 2,704,725</b>	<b>\$ 3,236,994</b>	<b>\$ 3,782,028</b>
Costs Incurred		\$ 2,415,668	\$ 2,354,512	\$ 2,363,602	\$ 444,423	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Less: TIRZ Reimbursement		\$ -	\$ 46,271	\$ 81,694	\$ 264,586	\$ 350,480	\$ 439,002	\$ 495,455	\$ 507,484	\$ 519,754	\$ 532,269	\$ 545,034
Plus: 3.00% Interest Carry		\$ 28,400	\$ 142,569	\$ 215,304	\$ 227,158	\$ 224,358	\$ 218,819	\$ 211,420	\$ 203,438	\$ 194,848	\$ 185,626	\$ 175,743
<b>Total Costs Available for Reimbursement</b>		<b>\$ 2,444,068</b>	<b>\$ 4,894,878</b>	<b>\$ 7,392,090</b>	<b>\$ 7,799,085</b>	<b>\$ 7,702,963</b>	<b>\$ 7,512,780</b>	<b>\$ 7,258,745</b>	<b>\$ 6,984,699</b>	<b>\$ 6,689,793</b>	<b>\$ 6,373,150</b>	<b>\$ 6,033,859</b>



Annual Ad Valorem Additions	TIRZ Reimbursement Rate										
		2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Event Center		\$ 10,955,015	\$ 11,174,116	\$ 11,397,598	\$ 11,625,550	\$ 11,858,061	\$ 12,095,222	\$ 12,337,126	\$ 12,583,869	\$ 12,835,546	\$ 13,092,257
Future Multi-Family		\$ 21,529,576	\$ 21,960,167	\$ 22,399,371	\$ 22,847,358	\$ 23,304,305	\$ 23,770,391	\$ 24,245,799	\$ 24,730,715	\$ 25,225,329	\$ 25,729,836
Multi-Family 2015		\$ 26,290,267	\$ 26,816,072	\$ 27,352,394	\$ 27,899,442	\$ 28,457,430	\$ 29,026,579	\$ 29,607,111	\$ 30,199,253	\$ 30,803,238	\$ 31,419,303
Multi-Family 2016		\$ 7,923,464	\$ 8,081,933	\$ 8,243,572	\$ 8,408,443	\$ 8,576,612	\$ 8,748,144	\$ 8,923,107	\$ 9,101,569	\$ 9,283,601	\$ 9,469,273
Townhomes		\$ 25,870,239	\$ 26,387,644	\$ 26,915,397	\$ 27,453,705	\$ 28,002,779	\$ 28,562,834	\$ 29,134,091	\$ 29,716,773	\$ 30,311,108	\$ 30,917,331
Single Family		\$ 37,332,284	\$ 38,078,930	\$ 38,840,508	\$ 39,617,319	\$ 40,409,665	\$ 41,217,858	\$ 42,042,215	\$ 42,883,060	\$ 43,740,721	\$ 44,615,535
Padsites/Vertical		\$ 16,426,514	\$ 16,755,044	\$ 17,090,145	\$ 17,431,948	\$ 17,780,587	\$ 18,136,199	\$ 18,498,923	\$ 18,868,901	\$ 19,246,279	\$ 19,631,205
Hotel		\$ 9,290,840	\$ 9,476,657	\$ 9,666,190	\$ 9,859,514	\$ 10,056,704	\$ 10,257,838	\$ 10,462,995	\$ 10,672,255	\$ 10,885,700	\$ 11,103,414
The Shops		\$ 9,751,955	\$ 9,946,994	\$ 10,145,934	\$ 10,348,853	\$ 10,555,830	\$ 10,766,947	\$ 10,982,286	\$ 11,201,931	\$ 11,425,970	\$ 11,654,489
Bank		\$ 827,054	\$ 843,595	\$ 860,467	\$ 877,676	\$ 895,230	\$ 913,134	\$ 931,397	\$ 950,025	\$ 969,025	\$ 988,406
Amphitheater		\$ 358,528	\$ 365,698	\$ 373,012	\$ 380,473	\$ 388,082	\$ 395,844	\$ 403,761	\$ 411,836	\$ 420,072	\$ 428,474
<b>Total Assessed Value</b>		<b>\$ 166,555,736</b>	<b>\$ 169,886,851</b>	<b>\$ 173,284,588</b>	<b>\$ 176,750,279</b>	<b>\$ 180,285,285</b>	<b>\$ 183,890,991</b>	<b>\$ 187,568,810</b>	<b>\$ 191,320,187</b>	<b>\$ 195,146,590</b>	<b>\$ 199,049,522</b>
City of Willow Park Tax Rate		\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53
<b>City of Willow Park Ad Valorem Taxes</b>		<b>\$ 885,410</b>	<b>\$ 903,118</b>	<b>\$ 921,181</b>	<b>\$ 939,604</b>	<b>\$ 958,397</b>	<b>\$ 977,565</b>	<b>\$ 997,116</b>	<b>\$ 1,017,058</b>	<b>\$ 1,037,399</b>	<b>\$ 1,058,147</b>
Incremental Value		\$ 3,265,799	\$ 3,331,115	\$ 3,397,737	\$ 3,465,692	\$ 3,535,006	\$ 3,605,706	\$ 3,677,820	\$ 3,751,376	\$ 3,826,404	\$ 3,902,932
Cumulative Incremental Value		\$ 139,968,666	\$ 143,299,781	\$ 146,697,518	\$ 150,163,209	\$ 153,698,215	\$ 157,303,921	\$ 160,981,740	\$ 164,733,117	\$ 168,559,520	\$ 172,462,452
Incremental City of Willow Park Ad Valorem Taxes		\$ 744,073	\$ 761,782	\$ 779,844	\$ 798,268	\$ 817,060	\$ 836,228	\$ 855,779	\$ 875,721	\$ 896,062	\$ 916,810
<b>TIRZ Reimbursement - City of Willow Park</b>	<b>50%</b>	<b>\$ 372,037</b>	<b>\$ 380,891</b>	<b>\$ 389,922</b>	<b>\$ 399,134</b>	<b>\$ 408,530</b>	<b>\$ 418,114</b>	<b>\$ 427,889</b>	<b>\$ 437,861</b>	<b>\$ 448,031</b>	<b>\$ 458,405</b>
<b>Cumulative TIRZ Reimbursement - City of Willow Park</b>		<b>\$ 4,154,065</b>	<b>\$ 4,534,956</b>	<b>\$ 4,924,878</b>	<b>\$ 5,324,012</b>	<b>\$ 5,732,542</b>	<b>\$ 6,150,655</b>	<b>\$ 6,578,545</b>	<b>\$ 7,016,406</b>	<b>\$ 7,464,437</b>	<b>\$ 7,922,842</b>
Costs Incurred		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Less: TIRZ Reimbursement		\$ 372,037	\$ 380,891	\$ 389,922	\$ 399,134	\$ 408,530	\$ 418,114	\$ 427,889	\$ 437,861	\$ 448,031	\$ 458,405
Plus: 3.00% Interest Carry		\$ 170,455	\$ 164,742	\$ 158,586	\$ 151,970	\$ 144,873	\$ 137,276	\$ 129,157	\$ 120,496	\$ 111,270	\$ 101,456
<b>Total Costs Available for Reimbursement</b>		<b>\$ 5,852,277</b>	<b>\$ 5,656,128</b>	<b>\$ 5,444,792</b>	<b>\$ 5,217,628</b>	<b>\$ 4,973,971</b>	<b>\$ 4,713,133</b>	<b>\$ 4,434,401</b>	<b>\$ 4,137,037</b>	<b>\$ 3,820,276</b>	<b>\$ 3,483,327</b>

Annual Ad Valorem Additions	TIRZ Reimbursement Rate					
		2037	2038	2039	2040	2041
Event Center		\$ 13,354,102	\$ 13,621,184	\$ 13,893,608	\$ 14,171,480	\$ 14,454,910
Future Multi-Family		\$ 26,244,433	\$ 26,769,321	\$ 27,304,708	\$ 27,850,802	\$ 28,407,818
Multi-Family 2015		\$ 32,047,689	\$ 32,688,642	\$ 33,342,415	\$ 34,009,264	\$ 34,689,449
Multi-Family 2016		\$ 9,658,658	\$ 9,851,831	\$ 10,048,868	\$ 10,249,845	\$ 10,454,842
Townhomes		\$ 31,535,677	\$ 32,166,391	\$ 32,809,719	\$ 33,465,913	\$ 34,135,231
Single Family		\$ 45,507,846	\$ 46,418,003	\$ 47,346,363	\$ 48,293,290	\$ 49,259,156
Padsites/Vertical		\$ 20,023,829	\$ 20,424,306	\$ 20,832,792	\$ 21,249,448	\$ 21,674,437
Hotel		\$ 11,325,482	\$ 11,551,992	\$ 11,783,032	\$ 12,018,692	\$ 12,259,066
The Shops		\$ 11,887,579	\$ 12,125,331	\$ 12,367,837	\$ 12,615,194	\$ 12,867,498
Bank		\$ 1,008,174	\$ 1,028,337	\$ 1,048,904	\$ 1,069,882	\$ 1,091,280
Amphitheater		\$ 437,043	\$ 445,784	\$ 454,700	\$ 463,794	\$ 473,070
<b>Total Assessed Value</b>		<b>\$ 203,030,513</b>	<b>\$ 207,091,123</b>	<b>\$ 211,232,945</b>	<b>\$ 215,457,604</b>	<b>\$ 219,766,756</b>
City of Willow Park Tax Rate		\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53	\$ 0.53
<b>City of Willow Park Ad Valorem Taxes</b>		<b>\$ 1,079,310</b>	<b>\$ 1,100,896</b>	<b>\$ 1,122,914</b>	<b>\$ 1,145,373</b>	<b>\$ 1,168,280</b>
Incremental Value		\$ 3,980,990	\$ 4,060,610	\$ 4,141,822	\$ 4,224,659	\$ 4,309,152
Cumulative Incremental Value		\$ 176,443,443	\$ 180,504,053	\$ 184,645,875	\$ 188,870,534	\$ 193,179,686
Incremental City of Willow Park Ad Valorem Taxes		\$ 937,973	\$ 959,560	\$ 981,577	\$ 1,004,036	\$ 1,026,943
<b>TIRZ Reimbursement - City of Willow Park</b>	<b>50%</b>	<b>\$ 468,987</b>	<b>\$ 479,780</b>	<b>\$ 490,789</b>	<b>\$ 502,018</b>	<b>\$ 513,472</b>
<b>Cumulative TIRZ Reimbursement - City of Willow Park</b>		<b>\$ 8,391,829</b>	<b>\$ 8,871,608</b>	<b>\$ 9,362,397</b>	<b>\$ 9,864,415</b>	<b>\$ 10,377,887</b>
Costs Incurred		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Less: TIRZ Reimbursement		\$ 468,987	\$ 479,780	\$ 490,789	\$ 502,018	\$ 513,472
Plus: 3.00% Interest Carry		\$ 91,030	\$ 79,968	\$ 68,243	\$ 55,830	\$ 42,701
<b>Total Costs Available for Reimbursement</b>		<b>\$ 3,125,370</b>	<b>\$ 2,745,558</b>	<b>\$ 2,343,012</b>	<b>\$ 1,916,824</b>	<b>\$ 1,466,053</b>

**EXHIBIT E**  
**WILKS DEVELOPMENT - TRINITY GROUNDS OF WILLOW PARK**  
**TRINITY DOWNS AT WILLOW PARK TAX INCREMENT REINVESTMENT ZONE**  
**RETAIL SALES TAX ANALYSIS**  
**11/9/2016**

Land Type	Square Feet	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Event Center	100,000	-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Padsites/Vertical	130,000	-	18,571	46,429	65,000	92,857	111,429	130,000	130,000	130,000	130,000
Hotel	60,000	-	-	-	-	-	60,000	60,000	60,000	60,000	60,000
The Shops	60,000	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
<b>Total</b>	<b>350,000</b>	<b>-</b>	<b>78,571</b>	<b>106,429</b>	<b>225,000</b>	<b>252,857</b>	<b>331,429</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>
<b>Net Occupied Retail Space</b>	<b>Total</b>	-	66,786	90,464	191,250	214,929	281,714	297,500	297,500	297,500	297,500
<b>Sales Per Square Foot</b>		\$ 300.00	\$ 306.00	\$ 312.12	\$ 318.36	\$ 324.73	\$ 331.22	\$ 337.85	\$ 344.61	\$ 351.50	\$ 358.53
<b>Estimated Retail Sales</b>	<b>\$ 2,435,746,879</b>	<b>\$ -</b>	<b>\$ 20,436,429</b>	<b>\$ 28,235,713</b>	<b>\$ 60,886,809</b>	<b>\$ 69,793,679</b>	<b>\$ 93,310,600</b>	<b>\$ 100,509,996</b>	<b>\$ 102,520,196</b>	<b>\$ 104,570,600</b>	<b>\$ 106,662,012</b>
<b>City of Willow Park Sales Tax Revenues</b>	<b>\$ 36,536,203</b>	<b>\$ -</b>	<b>\$ 306,546</b>	<b>\$ 423,536</b>	<b>\$ 913,302</b>	<b>\$ 1,046,905</b>	<b>\$ 1,399,659</b>	<b>\$ 1,507,650</b>	<b>\$ 1,537,803</b>	<b>\$ 1,568,559</b>	<b>\$ 1,599,930</b>
<b>Parker County Sales Tax Revenues</b>	<b>\$ 12,178,734</b>	<b>\$ -</b>	<b>\$ 102,182</b>	<b>\$ 141,179</b>	<b>\$ 304,434</b>	<b>\$ 348,968</b>	<b>\$ 466,553</b>	<b>\$ 502,550</b>	<b>\$ 512,601</b>	<b>\$ 522,853</b>	<b>\$ 533,310</b>

Land Type	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Event Center	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Padsites/Vertical	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Hotel	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
The Shops	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
<b>Total</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>
<b>Net Occupied Retail Space</b>	297,500	297,500	297,500	297,500	297,500	297,500	297,500	297,500	297,500	297,500	297,500
<b>Sales Per Square Foot</b>	\$ 365.70	\$ 373.01	\$ 380.47	\$ 388.08	\$ 395.84	\$ 403.76	\$ 411.84	\$ 420.07	\$ 428.47	\$ 437.04	\$ 445.78
<b>Estimated Retail Sales</b>	<b>\$ 108,795,252</b>	<b>\$ 110,971,157</b>	<b>\$ 113,190,580</b>	<b>\$ 115,454,392</b>	<b>\$ 117,763,480</b>	<b>\$ 120,118,749</b>	<b>\$ 122,521,124</b>	<b>\$ 124,971,547</b>	<b>\$ 127,470,978</b>	<b>\$ 130,020,397</b>	<b>\$ 132,620,805</b>
<b>City of Willow Park Sales Tax Revenues</b>	<b>\$ 1,631,929</b>	<b>\$ 1,664,567</b>	<b>\$ 1,697,859</b>	<b>\$ 1,731,816</b>	<b>\$ 1,766,452</b>	<b>\$ 1,801,781</b>	<b>\$ 1,837,817</b>	<b>\$ 1,874,573</b>	<b>\$ 1,912,065</b>	<b>\$ 1,950,306</b>	<b>\$ 1,989,312</b>
<b>Parker County Sales Tax Revenues</b>	<b>\$ 543,976</b>	<b>\$ 554,856</b>	<b>\$ 565,953</b>	<b>\$ 577,272</b>	<b>\$ 588,817</b>	<b>\$ 600,594</b>	<b>\$ 612,606</b>	<b>\$ 624,858</b>	<b>\$ 637,355</b>	<b>\$ 650,102</b>	<b>\$ 663,104</b>

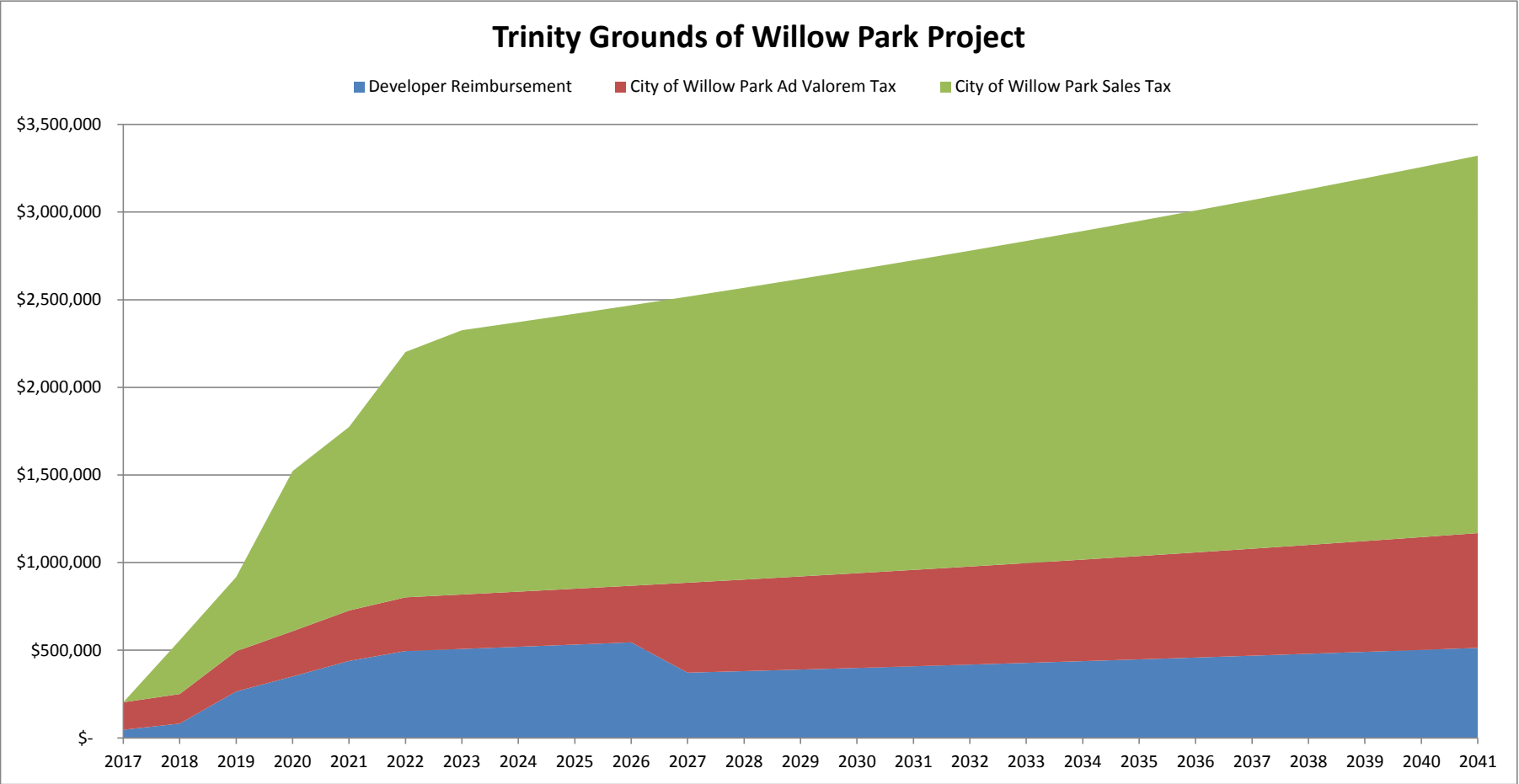
  

Land Type	2038	2039	2040	2041
Event Center	100,000	100,000	100,000	100,000
Padsites/Vertical	130,000	130,000	130,000	130,000
Hotel	60,000	60,000	60,000	60,000
The Shops	60,000	60,000	60,000	60,000
<b>Total</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>
<b>Net Occupied Retail Space</b>	297,500	297,500	297,500	297,500
<b>Sales Per Square Foot</b>	\$ 454.70	\$ 463.79	\$ 473.07	\$ 482.53
<b>Estimated Retail Sales</b>	<b>\$ 135,273,221</b>	<b>\$ 137,978,686</b>	<b>\$ 140,738,259</b>	<b>\$ 143,553,025</b>
<b>City of Willow Park Sales Tax Revenues</b>	<b>\$ 2,029,098</b>	<b>\$ 2,069,680</b>	<b>\$ 2,111,074</b>	<b>\$ 2,153,295</b>
<b>Parker County Sales Tax Revenues</b>	<b>\$ 676,366</b>	<b>\$ 689,893</b>	<b>\$ 703,691</b>	<b>\$ 717,765</b>

EXHIBIT F  
WILKS DEVELOPMENT - TRINITY GROUNDS OF WILLOW PARK  
TRINITY DOWNS AT WILLOW PARK TAX INCREMENT REINVESTMENT ZONE  
APPRAISAL DISTRICT INFORMATION  
11/9/2016

Property ID	Legal Description	Name	Acreage	Market Value - 2016	Assessed Value - 2016	City of Willow Park Tax Rate - 2016	City of Willow Park Taxes - 2016	Assessed Value - 2015	City of Willow Park Tax Rate - 2015	City of Willow Park Taxes - 2015	Assessed Value - 2014	City of Willow Park Tax Rate - 2014	City of Willow Park Taxes - 2014
R000029267	Lot: N PT 1, Blk: 1, Subd: TRINITY MEADOWS, "RACETRACK"	Dunnagan / Trinity Meadows	132.113	\$ 901,300.00	\$ 808,200.00	\$ 0.53670	\$ 4,337.61	\$ 808,200.00	\$ 0.46050	\$ 3,721.76	\$ 807,780.00	\$ 0.46050	\$ 3,719.83
R000047775	Abst: 910, Survey: MCCARVER ANN, TR., BLK., SURV: ANN MCCARVER	Dunnagan / Trinity Meadows	6.697	\$ 163,170.00	\$ 163,170.00	\$ 0.53670	\$ 875.73	\$ 163,170.00	\$ 0.46050	\$ 751.40	\$ 163,170.00	\$ 0.46050	\$ 751.40
R000096859	crown pointe add. Lot 1R	Shops at Crown Point	1.38	\$ 105,200.00	\$ 105,200.00	\$ 0.53670	\$ 564.61	\$ 3,965,480.00	\$ 0.46050	\$ 18,261.04	\$ 5,200.00	\$ 0.46050	\$ 23.95
R000101056	CROWN POINTE ADD. LOT 4	Shops at Crown Point	1.76	\$ 134,170.00	\$ 134,170.00	\$ 0.53670	\$ 720.09	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101057	CROWN POINTE ADD. LOT 5	Shops at Crown Point	1.14	\$ 86,900.00	\$ 86,900.00	\$ 0.53670	\$ 466.39	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101058	CROWN POINTE ADD. LOT 6	Shops at Crown Point	1.02	\$ 77,750.00	\$ 77,750.00	\$ 0.53670	\$ 417.28	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101059	CROWN POINTE ADD. LOT 7	Shops at Crown Point	1.76	\$ 134,170.00	\$ 134,170.00	\$ 0.53670	\$ 720.09	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101060	CROWN POINTE ADD. LOT 8	Shops at Crown Point	5.91	\$ 450,520.00	\$ 450,520.00	\$ 0.53670	\$ 2,417.94	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101061	CROWN POINTE ADD. LOT 9	Shops at Crown Point	3.67	\$ 279,760.00	\$ 279,760.00	\$ 0.53670	\$ 1,501.47	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101062	CROWN POINTE ADD. LOT 10	Shops at Crown Point	3.15	\$ 240,120.00	\$ 240,120.00	\$ 0.53670	\$ 1,288.72	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101063	CROWN POINTE ADD Lot 11	Shops at Crown Point	4.44	\$ 338,460.00	\$ 338,460.00	\$ 0.53670	\$ 1,816.51	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101064	CROWN POINTE ADD Lot 12	Shops at Crown Point	4.95	\$ 377,340.00	\$ 377,340.00	\$ 0.53670	\$ 2,025.18	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101065	CROWN POINTE ADD LOT 1	Shops at Crown Point	3.3	\$ 251,560.00	\$ 251,560.00	\$ 0.53670	\$ 1,350.12	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101066	CROWN POINTE ADD LOT 2	Shops at Crown Point	1.72	\$ 131,120.00	\$ 131,120.00	\$ 0.53670	\$ 703.72	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101067	CROWN POINTE ADD LOT 3	Shops at Crown Point	2.73	\$ 208,110.00	\$ 208,110.00	\$ 0.53670	\$ 1,116.93	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101068	CROWN POINTE ADD LOT 4	Shops at Crown Point	1.22	\$ 93,000.00	\$ 93,000.00	\$ 0.53670	\$ 499.13	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000101069	CROWN POINTE ADD LOT 5	Shops at Crown Point	1.45	\$ 110,530.00	\$ 110,530.00	\$ 0.53670	\$ 593.21	\$ -	\$ 0.46050	\$ -	\$ -	\$ 0.46050	\$ -
R000099624 <sup>(1)</sup>	Lot: 2, Blk: A, Subd: VILLAGE AT CROWN PARK, THE	Village at Crown Park	9.35	\$ 1,452,700.00	\$ 1,452,700.00	\$ 0.53670	\$ 7,796.64	\$ 189,810.00	\$ 0.46050	\$ 874.08	\$ -	\$ 0.46050	\$ -
R000098095	Lot: 1R, Blk: A, Subd: VILLAGE AT CROWN PARK, THE	Village at Crown Park	23.67	\$ 21,144,290.00	\$ 21,144,290.00	\$ 0.53670	\$ 113,481.40	\$ 21,144,290.00	\$ 0.46050	\$ 97,369.46	\$ 17,660,720.00	\$ 0.46050	\$ 81,327.62
TOTALS			211.43	\$ 26,680,170.00	\$ 26,587,070.00		\$ 142,692.80	\$ 26,270,950.00		\$ 120,977.72	\$ 18,636,870.00		\$ 85,822.79

(1) Appraisal District Records have not been corrected for this tax parcel.



## **TIRZ REIMBURSEMENT AGREEMENT**

This TIRZ Reimbursement Agreement (this "Agreement") is entered into among the City of Willow Park, Texas (the "City"), the Board of Directors (the "Board") of Reinvestment Zone Number One, City of Willow Park (the "Zone"), and WPD Trinity, LLC (the "Developer") to be effective November 15, 2016. The City, the Board, and the Developer are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

### **ARTICLE I** **RECITALS**

**WHEREAS**, unless otherwise specified, all references to "Section" mean a section of this Agreement, and all references to "Exhibit" mean the exhibits attached to and made a part of this Agreement for all purposes; and

**WHEREAS**, WPD Trinity, LLC is a Texas limited liability company; and

**WHEREAS**, the City is a Type A general law municipality of the State of Texas; and

**WHEREAS**, the Zone (hereinafter defined) is a tax increment reinvestment zone created by the governing body of the City (the "City Council") in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 739-16 adopted October 25, 2016; and

**WHEREAS**, in addition to creating the Zone, Ordinance No. 739-16 appointed the Board; and

**WHEREAS**, on November 15, 2016, the Board (i) approved the *Final Tax Increment Reinvestment Zone Project and Finance Plan for Reinvestment Zone Number One, City of Willow Park* (the "Project and Finance Plan") for the Zone and (ii) recommended approval of the Project and Finance Plan to the City Council; and

**WHEREAS**, on November 15, 2016, the City Council adopted Ordinance No. \_\_\_\_-16 approving the Project and Finance Plan; and

**WHEREAS**, the Act authorizes, and the Project and Finance Plan contemplates, the execution of a "TIRZ Reimbursement Agreement" to implement the Project and Finance Plan; and

**WHEREAS**, this Agreement is the "TIRZ Reimbursement Agreement" contemplated by the Project and Finance Plan; and

**WHEREAS**, the Parties contemplate that certain Administrative Costs and the Public Improvements, as defined in the Project and Finance Plan, will be funded by the Developer, who will be reimbursed pursuant to the terms of this Agreement; and



**WHEREAS**, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the TIRZ Fund, as defined in the Project and Finance Plan; and

**WHEREAS**, the reimbursements provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

**WHEREAS**, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

**WHEREAS**, the Public Parties have ensured that the public will receive benefits for the reimbursements provided by: (i) imposing on the Developer performance standards and penalties for any failure to meet the standards; and (ii) restricting the use of land within the Zone.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE II** **DEFINITIONS**

Words and phrases used in this Agreement that have their initial letters capitalized shall have the meanings given to them in the introductory paragraph above, in the Recitals, and in this Article II unless the context in which a word or phrase is used clearly requires a different meaning.

1. "Act" is defined in the Recitals.
2. "Administrative Costs" are defined in the Project and Finance Plan.
3. "Agreement" means this TIRZ Reimbursement Agreement.
4. "Board" means the Board of Directors of the Zone.
5. "City" means the City of Willow Park, Texas.
6. "City Council" is defined in the Recitals.
7. "County Tax Increment" is defined in the Project and Finance Plan.
8. "County Participation Agreement" is defined in the Project and Finance Plan.
9. "Developer" means WPD Trinity, LLC.
10. "Effective Date" means November 15, 2016.
11. "Party" and "Parties" are defined in the introductory paragraph of this Agreement.

12. "Project and Finance Plan" is defined in the Recitals, which, for purposes of this Agreement, means the Project and Finance Plan approved by the City Council on November 15, 2016.
13. "Project Costs" are the actual Administrative Costs and costs of Public Improvements defined in the Project and Finance Plan.
14. "Property" is defined as the property within the Zone.
15. "Public Parties" are defined in the introductory paragraph to this Agreement.
16. "Public Improvements" are defined in the Project and Finance Plan.
17. "Tax Increment" is defined in the Project and Finance Plan and means an amount calculated as a rate per \$100 of captured appraised value in the Zone that equals 75 percent of the City's tax rate levied and collected for the first 10 years and 50 percent of the City's tax rate levied and collected for years 11 through 25, inclusive.
18. "TIRZ Fund" is defined in the Project and Finance Plan.
19. "Term" means the term of this Agreement, beginning on the Effective Date and continuing until December 31, 2041, the expiration of the term of the Zone.
20. "Zone" means Tax Increment Reinvestment Zone Number One, City of Willow Park, Texas.

### **ARTICLE III**

#### **REIMBURSEMENT OF PROJECT COSTS**

3.1 Deposits into TIRZ Fund. Commencing on the Effective Date, and continuing for the term of the Zone, the Public Parties shall cause to be deposited into the TIRZ Fund (or appropriate subaccount created therein by the City) (a) the Tax Increment; and (b) if approved by Parker County and the City, the County Tax Increment. Funds in the TIRZ Fund shall be used only to reimburse the Developer for the Project Costs until such time as the Developer is fully reimbursed, plus interest, at a rate of three percent. Any other use of the TIRZ Fund is prohibited.

3.2 Developer Construction of Public Improvements. In conjunction with the development of the Property, the Developer agrees to construct the Public Improvements necessary to serve such development. Prior to construction, the Developer shall make, or cause to be made, application for any necessary permits and approvals required by the City and any applicable governmental authorities to be issued for the construction of the Public Improvements. The Developer shall require the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with applicable City standards and regulations.

3.3 Developer Reimbursement. The Public Parties agree to reimburse the Developer for Project Costs, plus interest as described in the Project and Finance Plan, from the TIRZ Fund.

None of the Public Parties shall take any actions the effect of which would be to reduce or adversely affect the Tax Increment or the County Tax Increment or otherwise reduce or adversely affect the timely deposit of funds into the TIRZ Fund or held in the TIRZ Fund. The TIRZ Fund shall only be used to pay Project Costs and interest in accordance with this Agreement, the Project and Finance Plan, and the Act.

3.4 Procedure for Reimbursement. The Developer will present to the City Administrator of the City not more frequently than monthly invoices evidencing expenditures for Project Costs (including supporting documentation and engineering certifications reasonably requested by the City Administrator). The City Administrator shall review the expenditures and shall approve or deny them on behalf of the Public Parties within fifteen (15) days (which approvals shall not be unreasonably withheld). If the City Administrator takes no action within such 15-day period, the invoices shall be deemed approved. Invoices that have been approved by the City Administrator or that are deemed approved shall be paid to the Developer from the TIRZ Fund within fifteen (15) days after the end of the next calendar month, provided funds are available in the TIRZ Fund. The Parties will use all reasonable efforts to resolve disputes within thirty (30) days, after which time period the Developer may pursue its remedies under this Agreement. Notwithstanding any other provision of this Article III, the first costs to be paid from the TIRZ Fund will be the actual administration costs for the Zone, as described in the Project and Finance Plan.

3.5 Limitation on Reimbursement. The Developer agrees to look solely to the TIRZ Fund, not the City's general fund or other funds, for payment of Project Costs. Nothing in this Agreement shall be construed to obligate the City to provide reimbursement of Project Costs from any other source of funds or to otherwise require the City to pay the Developer for Project Costs in the event there are insufficient funds in the TIRZ Fund to pay Project Costs or in the event the Zone terminates prior to payment in full of the accrued Project Costs (provided the City shall not adopt an ordinance providing for termination of Zone on a date earlier than provided in the ordinance that established Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the expiration of the Zone, any Project Costs that remain unreimbursed or that remain unpaid, due to lack of availability of funds in the TIRZ Fund, shall no longer be considered Project Costs or obligations of the Zone, and any obligation of the City to provide reimbursement payments to the Developer for Project Costs shall automatically expire and terminate on such date.

3.6 Records. The Developer shall at all times keep complete and accurate books and records in accordance with generally accepted accounting principles and shall allow any representative of the Public Parties, at all reasonable times and with at least 10 business days' prior written notice, to examine and copy the books and records of the Developer that relate to this Agreement.

3.7 Collection and Payment of County Tax Increment. If a County Participation Agreement is approved by Parker County and the City, the Public Parties shall continuously collect the County Tax Increment pursuant to the County Participation Agreement to the maximum extent permitted by the Act. None of the Public Parties will permit a reduction in the County Tax Increment or an amendment to the County Participation Agreement that would

reduce or adversely affect the County Tax Increment. The Public Parties will make all payments required by this Agreement directly into the TIRZ Fund, without counterclaim or offset.

3.8 Obligations Absolute. The obligation of the Public Parties to make the payments set forth in this Agreement from the TIRZ Fund are absolute and unconditional. The Public Parties shall not suspend or discontinue any deposits or payments provided for in this Agreement or terminate this Agreement for any cause.

3.9 Remaining Balance. Any balance remaining in the TIRZ Fund upon expiration of the Term of the Zone that is not otherwise legally committed to pay Project Costs shall be returned to the City and the County as required by the Act.

#### **ARTICLE IV** **ADDITIONAL PROVISIONS.**

4.1 Assignment. The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to the following (an "Assignee"): (a) any person or entity that is or will become an owner of or who leases any portion of the Property; or (b) any entity that is controlled by or under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Developer shall not be released until the City receives such assignment. An Assignee shall be considered the "Developer" and a "Party" for the purposes of this Agreement.

4.2 Collateral Assignment. The Developer shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Zone, all rights, title, and interests of the Developer to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of the Developer to perform under this Agreement. No collateral assignment shall relieve the Developer from any obligations or liabilities under this Agreement.

4.3 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this

Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

#### 4.4 Defaults; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days to perform. If the default cannot reasonably be cured within such 30-day period, and the Party in default has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting Party may, at its sole option, extend the period in which the default must be cured.

(b) IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY'S SOLE AND EXCLUSIVE REMEDY SHALL BE SPECIFIC PERFORMANCE. WITHOUT LIMITING THE FOREGOING, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

4.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

To the City:	City of Willow Park Attn: City Administrator 516 Ranch House Road Willow Park, Texas 76087-7626
--------------	--

With a copy to:	Anderson Tobin, PLLC Attn: Rider Scott One Galleria Tower 13355 Noel Road, Suite 1900 Dallas, Texas 75240
-----------------	---

To the Developer:	WPD Trinity, LLC Attn: Kyle Wilks 17010 IH-20 Cisco, Texas 76437
-------------------	---

With a copy to: Shupe Ventura, PLLC  
Attn: Misty Ventura  
9406 Biscayne Boulevard  
Dallas, Texas 75218

To the Board: City of Willow Park  
Attn: Chairman of the Board  
516 Ranch House Road  
Willow Park, Texas 76087-7626

With a copy to: Anderson Tobin, PLLC  
Attn: Rider Scott  
One Galleria Tower  
13355 Noel Road, Suite 1900  
Dallas, Texas 75240

4.6 Authority and Enforceability. The Public Parties represent and warrant that this Agreement has been approved by resolution duly adopted by each of their governing bodies in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individuals executing this Agreement on behalf of the Public Parties have been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

4.7 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

4.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Parker County, Texas. Venue for any action to enforce or construe this Agreement shall be in Parker County, Texas.

4.9 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes



for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. No force majeure event shall suspend a Party's obligation to perform for longer than 30 days.

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

4.12 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay to the City the funds received by the Developer under this Agreement within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of three percent compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), TEXAS GOVERNMENT CODE, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.13 Exhibits. The Project and Finance Plan is attached hereto as **Exhibit A** and is the only exhibit attached to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**CITY OF WILLOW PARK**

\_\_\_\_\_  
Richard Neverdousky, Mayor

**ATTEST:**

\_\_\_\_\_  
Josh Armstrong, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Rider Scott, City Attorney

**THE DEVELOPER:**

**WPD Trinity, LLC**

---

Kyle Wilks,

*REINVESTMENT ZONE NUMBER ONE,  
CITY OF WILLOW PARK  
FINAL PROJECT AND FINANCING PLAN*  
(the "Final Plan")

November 15, 2016

## 1. INTRODUCTION.

1.1 Authority and Purpose. The City of Willow Park, a Texas general law municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 The Zone. By City Council action on October 25, 2016, the City created the tax increment reinvestment zone to be known as "Reinvestment Zone Number One, City of Willow Park" (the "Zone") that will include approximately 225 acres as described in City Ordinance 739-16 (the "Property"). The Property is currently located in the City's corporate limits. The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Parker County, and the region. The public works, public improvements, programs, and other projects are financed as contemplated by this Final Plan, the City understands that the Property will be developed to take full advantage of the opportunity to bring to the City and to Parker County a master-planned development.Preliminary Plan; Hearing. Before the City adopted Ordinance 739-16 designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which October 11, 2016, public hearing interested persons spoke for and against the creation of the proposed zone, the boundaries of the proposed zone, or the concept of tax increment financing, and at which hearing

the owner of the Property (the "Owner") was given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the October 11, 2016, preliminary plan (the "Preliminary Plan"), the purpose of which was to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A more detailed description of how such public works, improvements, programs, and projects will be undertaken and financed will be determined by the Final Plan and by the TIRZ Reimbursement Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council adopted Ordinance 739-16 in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. Among other provisions required by the Act, the ordinance creating the Zone appointed a Board of Directors for the Zone consisting of nine members (the "Board").

1.6 Board Recommendations. After the creation of the Zone, during its November 15, 2016, meeting, the Board reviewed the Preliminary Plan and approved and recommended to the City Council a *Final Tax Increment Reinvestment Zone Project and Financing Plan for Reinvestment Zone Number One, City of Willow Park* (as amended, the "Final Plan"), including a "TIRZ Reimbursement Agreement" between an owner or developer and the City pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development or valuation increase in the Zone (the "Tax Increment") into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to reimburse, if and when funds are available, to such owner or developer the costs of approved public works, public improvements, programs, and other projects benefiting the Zone. The Board may, at a future meeting, consider and recommend to the City Council a "County Participation Agreement" between the City and Parker County pursuant to which Parker County will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "County Tax Increment") into the TIRZ Fund to pay certain costs. The Board will each year recommend an annual report to the City Council.

1.7 Council Action. The City Council, taking into consideration the recommendations of the Board, will consider approval of the Final Plan and the TIRZ Reimbursement Agreement. If the Final Plan and TIRZ Reimbursement Agreement are approved, the City Council will authorize and direct execution of the TIRZ Reimbursement Agreement. If the Board recommends and Parker County approves a County Participation Agreement, the City Council will authorize and direct its execution.

## 2. DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property is currently located in Parker County and in the City's corporate limits. The Property is partially undeveloped and under developed, and there is limited public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot currently afford and provide; and (2) will

not be provided solely through private investment in the foreseeable future. If the Property were to be developed today, it would be developed consistent with the existing zoning. A map of the Property and the proposed zone are shown on **Exhibit A**.

**2.2 Proposed Uses.** The proposed uses of the Property are consistent with the zoning approved by City Ordinance 740-16. A map of the Property and description of the proposed uses of the Property are shown on **Exhibit B**.

**2.3 Metes and Bounds Description.** Metes and bounds descriptions of the Property is provided on **Exhibit C**.

**3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS.** Development of the Property will involve only those changes established by the approved zoning.

**4. RELOCATION OF DISPLACED PERSONS.** No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

**5. ESTIMATED NON-PROJECT COSTS.** Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs include lot development costs and construction costs for private improvements. The total non-project costs are estimated to be approximately \$100 million.

**6. PROPOSED PUBLIC IMPROVEMENTS.**

**6.1 Categories of Public Improvements.** The categories of public works and public improvements (the "**Public Improvements**") that are proposed to be financed by the Zone are as follows: water, sewer, roads, drainage, public parks, public trails, and public parking, including associated real estate acquisitions. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City.

**6.2 Locations of Public Improvements.** The estimated locations of some of the proposed Public Improvements are shown and described on **Exhibit D**. These locations are provided for informational purposes only and may be revised from time to time without amending the Final Plan.



**7. ESTIMATED PROJECT COSTS.** The total project costs for the Zone (the "Project Costs"), include the Administrative Costs defined below and the costs of the Public Improvements, are estimated to be \$8,087,845 in 2016 Dollars, as set forth on **Exhibit E**.

**7.1 Administrative Costs.** The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be prioritized to be paid each year from the TIRZ Fund before any other Project Costs are paid.

**8. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED.** The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on **Exhibit F**.

**9. ECONOMIC FEASIBILITY.** For purposes of this Final Plan, economic feasibility has been evaluated over the term of the Zone, based on the "Feasibility Study" prepared by DPFG, a copy of which is attached as **Exhibit G**. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development or increased valuations in the Zone) and does not take into consideration any "multiplier effect" that may result from new development that occurs outside the Zone. As illustrated in **Exhibit G**, during the term of the Zone, new development that occurs in the Zone will generate approximately \$\_\_\_\_\_ in total new real property tax revenue. The taxing unit that will participate in and benefit from new development within the Zone, the City, will retain approximately \$\_\_\_\_\_ in net additional tax revenues in the City's general fund. The remaining additional tax revenues will be deposited in the TIRZ Fund to pay Project Costs.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs plus interest at a rate of three percent per annum until all Project Costs are repaid or until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Notwithstanding the foregoing, no interest will be paid from the TIRZ Fund for Project Costs associated with Shops Blvd. The Shops Blvd. project cost of \$1,469,000 will be the first cost reimbursed and such cost will be reimbursed without interest. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units. During the term of the Zone, the City will deposit into the TIRZ Fund each year when received by the City an amount calculated as a rate per \$100 of captured appraised value in the Zone that equals 75 percent of the City's tax rate levied and collected for the first 10 years and 50 percent of the City's tax rate levied and collected for years 11 through 25, inclusive.

**10. ESTIMATED BONDED INDEBTEDNESS.** No bonded indebtedness issued by the City pursuant to the Act is contemplated.

**11. TOTAL APPRAISED VALUE.** The current total appraised value of taxable real property in the Zone for tax year 2015 is \$18,237,590. It is estimated that upon expiration of the

term of the Zone, the total appraised value of taxable real property in the Zone will be \$206,357,643 in 2016 Dollars.

12. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY. The amount of the City's tax increment for a year is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. The tax increment base of the Property will be \$142,693, the amount of City real property ad valorem taxes levied and collected on the Property during the year of creation.

13. METHOD OF FINANCING. The Owner has paid and will in the future pay those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan and the TIRZ Reimbursement Agreement shall obligate the City to pay from the TIRZ Fund to the Owner or its assignees all actual Project Costs paid by the Owner or its assignees. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay the annual interest costs on Owner funded Project Costs. After the interest costs are paid, funds in the TIRZ Fund shall next be used to reimburse the Owner or its Assignees actual approved Project Costs paid. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by their respective governing bodies, and the TIRZ Fund shall only be used to pay the Project Costs, unless otherwise approved by the Owner. The City's approval of the Final Plan shall obligate the City to deposit, when and if received, into the TIRZ Fund each year for the duration of the Zone an amount calculated as a rate per \$100 of captured appraised value in the Zone that equals 75 percent of the City's tax rate levied and collected for the first ten years following creation of the Zone; and an amount calculated as a rate per \$100 of captured appraised value in the Zone that equals 50 percent of the City's tax rate levied and collected for years 11 through 25 following creation of the Zone.

14. DURATION OF THE ZONE; TERMINATION. The stated term of the Zone shall commence on October 11, 2016, and shall continue until December 31, 2041, unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the approved Project Costs have been paid in full to the Owner or its Assignees. If upon expiration of the stated term of the Zone, Project Costs have not been paid to the Owner or its Assignees, the City shall have no obligation to pay any remaining Project Costs. The provisions of this section shall be included in the ordinance that creates the Zone and in the TIRZ Reimbursement Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

15. ECONOMIC DEVELOPMENT PROGRAMS. The City Council has determined it to be necessary and convenient to the accomplishment of the objectives contained in and to the implementation of this Final Plan to establish and provide for the administration of economic development programs that may be used to accomplish the purposes described in this Section 15. The programs and grants authorized by this Section 16 are authorized by Section 311.010(h) of the Act and by Article III, Section 52-a, Texas Constitution, as amended. Development of the Zone will further the public purpose of developing and diversifying the economy of the Zone.

The City Council has determined, and it is recognized, that such development will not occur through private investment in the foreseeable future, nor will such development occur only through public participation in the cost of the Public Improvements. All serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, and increased job opportunities for residents of the City, Parker County, and the region, all of which benefit the Zone and the City.

16. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Property and TIF Zone
Exhibit B	Map and Description of Proposed Uses of the Property
Exhibit C	Metes and Bounds Description of Property in the Zone
Exhibit D	Public Improvements
Exhibit E	Estimated Project Costs
Exhibit F	Estimated Time When Costs are to be Incurred
Exhibit G	Feasibility Study

## Exhibit A – Map of the Property and TIF Zone

## Exhibit B – Map and Description of Proposed Uses of the Property

Exhibit C – Metes and Bounds Description of Property in the Zone





Categories of Project Costs	Estimated Cost in 2016 Dollars
Kings Gate Road Extension <sup>1</sup>	\$828,846
Crown Point Road Extension	\$1,200,000
Public Parks and Trail System	\$877,359
Public Parking	\$271,000
Meadow Place Drive	\$1,805,332
Shops Blvd. <sup>2</sup>	\$1,469,000
Water Lines (potable and reuse)	\$346,668
Sanitary Lines <sup>3</sup>	\$276,460
Storm Drain Improvements	\$413,540
Administrative Costs	\$600,000
<b>TOTAL</b>	<b>\$8,088,205</b>

Estimated costs may increase or decrease. TIF Fund revenue will pay or reimburse only actual Project Costs.

<sup>1</sup> Kings Gate Road Extension to be funded by the Developer limited to \$828,846. Developer contribution to be applied to (a) the segment from I-20 access road to Meadow Place (excluding bridge improvements), (b) a deceleration lane on the access I-20 access road, and (c) a round about – all if recommended by a traffic impact analysis. The City may elect to use TIRZ funds to pay the costs of the balance of Kings Gate Road construction.

<sup>2</sup> No interest will be paid from the TIRZ Fund for Project Costs associated with Shops Blvd. The Shops Blvd. project cost of \$1,469,000 will be the first cost reimbursed and such cost will be reimbursed without interest.

<sup>3</sup> Sanitary Sewer Lines to be funded by the Developer exclude the force main bisecting the Property. The City may elect to use TIRZ funds to pay the cost of the force main construction.

Exhibit F – Estimated Time When Costs Are to be Incurred

Item 10.

Categories of Project Costs	2016	2017	2018	2019	2020	2021	2022	<b>TOTAL</b>
Kings Gate Road Extension <sup>1</sup>			\$414,423	\$414,423				\$828,846
Crown Point Road Extension	\$600,000	\$600,000						\$1,200,000
Public Parks and Trail System		\$438,680	\$438,679					\$877,359
Public Parking		\$135,500	\$135,500					\$271,000
Meadow Place Drive		\$805,332	\$1,000,000					\$1,805,332
Shops Blvd.	\$1,469,000							\$1,469,000
Water Lines	\$346,668							\$346,668
Sanitary Lines <sup>2</sup>		\$138,230	\$138,230					\$276,460
Storm Drain Improvements		\$206,770	\$206,770					\$413,540
Administrative Costs	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$600,000
<b>TOTAL</b>	\$2,445,668	\$2,354,512	\$2,363,602	\$444,423	\$30,000	\$30,000	\$30,000	\$8,088,205

Administrative Costs will be incurred annually and will not exceed \$30,000 per year for years one through 10; and \$20,000 per year for years 11 through 25.





## EXHIBIT A



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

**Meeting Date:**  
December 9, 2025

**Department:**  
City Secretary Office

**Presented By:**  
Deana McMullen

**AGENDA ITEM: Discussion and Action to consider approval of a Resolution submit and cast ballot for the election of the Parker County Appraisal District Board of Directors.**

### BACKGROUND:

In October of 2025 the City Council submitted nominations for the Parker County Appraisal District Board of Directors. After receiving nominations from all eligible entities in Parker County the official ballot for the Parker County Appraisal District Board of Directors is complete and now requires the City of Willow Park to cast their 22 ballots for the candidate(s) who were officially nominated and have signed Acknowledgements of the Director's duties, certifying their understanding of the responsibilities of serving on the board.

The candidates on the official ballot are:

Richard Barret

Joe Wilkinson

We must vote in an open meeting and record our vote by Resolution and return back to the Chief Appraiser, Troy Hanson no later than December 15<sup>th</sup>. You may cast all of your votes for one candidate or split the votes between the two candidates. Total number of votes allowed is 22 for the City of Willow Park.

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

**Suggested motion:** “ I move to approve Resolution Number 2025-18 casting the votes for the Parker County Appraisal District Board of Directors for \_\_\_\_\_ with \_\_\_\_\_ Total of votes cast.

**EXHIBITS:**

Letter from Parker County Chief Appraiser, Tony Hanson  
Official Ballot, Voting Entitlement and Resolution No. 2025-18

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	





Troy Hanson, Chief Appraiser

October 29, 2025

### RE: Official Ballot and Taxing Unit Voting Deadline

The next step in the election process is for the taxing units to cast their votes to fill the two (2) Board positions available for appointment. Enclosed is the official ballot for the Parker County Appraisal District Board of Directors. It includes all candidates who were officially nominated and have signed the Acknowledgment of Director's Duties, certifying their understanding of the responsibilities of serving on the Board.

In accordance with Section 6.03(k) of the Texas Property Tax Code, each voting taxing unit must:

1. Vote in an open meeting,
2. Record its vote by written resolution, and
3. Submit the resolution to the Chief Appraiser **before December 15, 2025.** \*

Each taxing unit may cast all of its votes for a single candidate or distribute its votes among multiple candidates, provided the total number of votes cast does not exceed the number of votes allocated to that taxing unit. Votes may only be cast for individuals listed on the official ballot. Write-in candidates are not permitted, and any votes cast for individuals not listed on the official ballot will not be counted.

Please submit voting resolutions by email to [thanson@parkercad.org](mailto:thanson@parkercad.org). A sample resolution is enclosed for your convenience. Taxing units will be notified of the results of the election before December 31. If you have any questions about this process, please do not hesitate to contact me.

Respectfully,

A handwritten signature in cursive script that reads "Troy Hanson".

Troy Hanson  
Chief Appraiser

*Section 6.03(k-1) of the Texas Property Tax Code requires that any taxing unit entitled to at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting held after the Chief Appraiser delivers the ballot. This special procedural requirement applies to the following taxing units for this election: Aledo ISD, Azle ISD, Springtown ISD, Weatherford ISD, Parker County, Weatherford College.*

# **PARKER COUNTY APPRAISAL DISTRICT**

## **2026**

### **OFFICIAL BALLOT**

#### **CANDIDATES**

RICHARD BARRET

JOE WILKINSON

# PARKER COUNTY APPRAISAL DISTRICT

## 2026

### VOTING ENTITLEMENT

TAXING UNIT	NUMBER OF VOTES
ALEDO ISD	372
AZLE ISD	122
BROCK ISD	88
GARNER ISD	12
GRANBURY ISD	6
LIPAN ISD	4
MILLSAP ISD	40
MINERAL WELLS ISD	0
PEASTER ISD	50
PERRIN-WHITT ISD	4
POOLVILLE ISD	18
SPRINGTOWN ISD	112
WEATHERFORD ISD	402
CITY OF ALEDO	18
CITY OF AZLE	14
CITY OF FORT WORTH	26
CITY OF MILLSAP	0
CITY OF MINERAL WELLS	2
CITY OF RENO	8
CITY OF SANCTUARY	0
CITY OF SPRINGTOWN	12
CITY OF WEATHERFORD	96
CITY OF WILLOW PARK	22
PARKER COUNTY	418
WEATHERFORD COLLEGE	146

## RESOLUTION NO. 2025-18

### RESOLUTION ELECTING CANDIDATES FOR THE PARKER COUNTY APPRAISAL BOARD OF DIRECTORS

**WHEREAS**, an election is to be held whereby all taxing units of Parker County, Texas, entitled to vote will cast ballots for the election of the Board of Directors for the Parker County Appraisal District of Parker County, Texas for a term beginning January 1, 2026; and

**WHEREAS**, the City of Willow Park, of Parker County is a taxing unit in said County and is entitled to cast votes in said election; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Willow Park that the votes of said taxing unit be cast as follows:

CANDIDATE	VOTES CAST
RICHARD BARRETT	
JOE WILKINSON	

**BE IT FURTHER RESOLVED**, that the vote as stated above be certified to the Chief Appraiser of the Parker County Appraisal District, Parker County, Texas.

\_\_\_\_\_  
Mayor Teresa Palmer

ATTEST:

\_\_\_\_\_  
City Secretary Deana McMullen







## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> 12/9/2025	<b>Department:</b> Public Works	<b>Presented By:</b> Chase McBride
-----------------------------------	------------------------------------	---------------------------------------

### AGENDA ITEM

Discussion/Action: Update on the Wastewater Treatment Plant.


### BACKGROUND:



As requested by Council Member Contreras, A update on the construction and the timeline for the new Wastewater treatment plant.

















































































































































### STAFF/BOARD/COMMISSION RECOMMENDATION:






























**EXHIBITS:** Timeline break down of completed and incomplete work.



ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	

									WILLOW PARK WWTP												Item 12																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
ID		Task Name	Duration	Start	Finish	Predecessors	% Complete	Flag1	Resource Names	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345	3346	3347	3348	3349	3350	3351	3352	3353	3354	3355	3356	3357	3358	3359	3360	3361	3362	3363	3364	3365	3366	3367	3368	3369	3370	3371	3372	3373	3374	3375	3376	3377	3378	3379	3380	3381	3382	3383	3384

									2023												WILLOW PARK WWTP 2024												2025												2026												Item 12	
ID	 	Task Name	Duration	Start	Finish	Predecessors	% Complete	Flag1	Resource Names	Jan	Feb	Mar	Apr	May	June	July	August	Septem	October	Novemb	Decemb	January	Februa	March	April	May	June	July	August	Septem	October	Novemb	Decemb	January	Februa	March	April	May	June																			
257		Electrical	20 days	Mon 1/19/26	Fri 2/13/26	250	0%	Yes	Electrician																																																	
258		Paint Fab Piping	20 days	Thu 2/12/26	Wed 3/11/26	256	0%	Yes	Painters																																																	
259		Insulate Exposed Piping	10 days	Thu 3/12/26	Wed 3/25/26	258	0%	Yes	Pipe Insulation																																																	
260		Electrical	208 days	Fri 5/23/25	Tue 3/10/26		58%	No																																																		
265		Install Instrumentation	7 days	Mon 1/26/26	Tue 2/3/26	251	0%	Yes	Electricians																																																	
266		Install SCADA Equipment	20 days	Wed 2/4/26	Tue 3/3/26	265	0%	Yes	Electricians																																																	
267		Terminations/Testing	5 days	Wed 3/4/26	Tue 3/10/26	266	0%	Yes	Electricians																																																	
268		Start-Up & Testing	35 days	Wed 3/11/26	Tue 4/28/26		0%	No																																																		
269		Fill Basins for Diffuser Testing	2 days	Wed 3/11/26	Thu 3/12/26	267	0%	No																																																		
270		Start-Up Blowers	2 days	Fri 3/13/26	Mon 3/16/26	269	0%	No																																																		
271		Leak Test Diffusers	2 days	Tue 3/17/26	Wed 3/18/26	270	0%	No																																																		
272		Start-Up Grit Removal System	3 days	Thu 3/19/26	Mon 3/23/26	271	0%	No																																																		
273		Install/Start-Up Mixers	5 days	Tue 3/24/26	Mon 3/30/26	272	0%	No																																																		
274		Start-Up Effluent Pumps	1 day	Tue 3/31/26	Tue 3/31/26	273	0%	No																																																		
275		Start-Up Vertical Turbine Pump	1 day	Wed 4/1/26	Wed 4/1/26	274	0%	No																																																		
276		Start-Up Disk Filter & BW Pumps	3 days	Thu 4/2/26	Mon 4/6/26	275	0%	No																																																		
277		Start-Up Progressive Cavity Pump	1 day	Tue 4/7/26	Tue 4/7/26	276	0%	No																																																		
278		Start-Up Sludge Dewatering & Conveyor	3 days	Wed 4/8/26	Fri 4/10/26	277	0%	No																																																		
279		Start-Up Chlorine & Alum Feed	2 days	Mon 4/13/26	Tue 4/14/26	278	0%	No																																																		
280		Final SCADA/Instrumentation Testing	10 days	Wed 4/15/26	Tue 4/28/26	279	0%	Yes																																																		
281		Sitework	57 days	Thu 2/12/26	Fri 5/1/26		0%	No																																																		
282		Finish Grade Site	10 days	Thu 2/12/26	Wed 2/25/26	256	0%	No																																																		
283		Install Concrete Around Lift Station	7 days	Thu 2/26/26	Fri 3/6/26	282	0%	No																																																		
284		Install Crushed Stone Base	10 days	Mon 3/9/26	Fri 3/20/26	283	0%	Yes																																																		
285		Install Crushed Stone Roads	10 days	Mon 3/23/26	Fri 4/3/26	284	0%	Yes																																																		
286		Install Chain Link Fencing & Gates	15 days	Mon 3/23/26	Fri 4/10/26	284	0%	Yes																																																		
287		Finish Grade Exterior Fencing (topsoil)	10 days	Mon 4/13/26	Fri 4/24/26	286	0%	No																																																		
288		Hydromulch/Seed	5 days	Mon 4/27/26	Fri 5/1/26	287	0%	Yes																																																		

									2023		WILLOW PARK WWTP												2024		2025												2026												Item 12																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
ID		Task Name	Duration	Start	Finish	Predecessors	% Complete	Flag1	Resource Names	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
1		Bid	0 days	Tue 10/31/23	Tue 10/31/23		100%	No																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
2		Award	60 days	Tue 10/31/23	Mon 1/22/24	1	100%	No																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
3		Preconstruction Meeting	45 edays	Mon 1/22/24	Thu 3/7/24	2	100%	No																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
4		NTP	10 edays	Thu 3/7/24	Sun 3/17/24	3	100%	No																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
5		Substantial Completion	565 edays	Sun 3/17/24	Fri 10/3/25	4	100%	No																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
6		CO#1	250 edays	Fri 10/3/25	Wed 6/10/26	5	19%	No																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																

									2023				WILLOW PARK WWTP												2024				2025												2026												Item 12	
ID		Task Name	Duration	Start	Finish	Predecessors	% Complete	Flag1	Resource Names	tober	Novemb	Decemb	January	Februar	March	April	May	June	July	August	Septem	October	Novemb	Decemb	January	Februar	March	April	May	June	July	August	Septem	October	Novemb	Decemb	January	Februa	March	April	May	June												
105		Install Temp Road	5 days	Wed 4/3/24	Tue 4/9/24	104	100%	No																																														
106		SWPPP/Erosion Control	3 days	Wed 4/3/24	Fri 4/5/24	104	100%	No																																														
107		Clear/Grub/Stockpile	5 days	Mon 4/8/24	Fri 4/12/24	106	100%	No																																														
108		Structural	393 days?	Mon 4/15/24	Wed 10/15/25		100%	No																																														
181		Yard Piping	328 days	Tue 9/10/24	Thu 12/11/25		89%	No																																														
182		Pre-CO	95 days	Tue 9/10/24	Mon 1/20/25		100%	No																																														
198		Post CO	10 days	Fri 11/28/25	Thu 12/11/25		0%	No																																														
199		Install 4" Disk Filtrter Drain (130 LF)	3 days	Fri 11/28/25	Tue 12/2/25	220	0%	No																																														
200		Install Plant Water Lines (800 LF)	2 days	Wed 12/3/25	Thu 12/4/25	199	0%	No																																														
201		Install 3" Digestor Drain HDPE (130 LF)	3 days	Fri 12/5/25	Tue 12/9/25	200	0%	No																																														
202		Install 3/4" Chem Feed Lines	2 days	Wed 12/10/25	Thu 12/11/25	201	0%	No																																														
203		Underground Electrical	70 days	Fri 2/14/25	Thu 5/22/25		100%	No																																														
206		Equipment & Fab Pipe	344 days	Mon 11/11/24	Thu 3/5/26		50%	No																																														
207		SBR	344 days	Mon 11/11/24	Thu 3/5/26		62%	No																																														
208		Install Walkway Beams & Grating	20 days	Mon 11/11/24	Fri 12/6/24	192,109	100%	No																																														
209		Install Handrail	10 days	Mon 12/9/24	Fri 12/20/24	208	100%	No																																														
210		Install North Stairs	7 days	Mon 12/23/24	Tue 12/31/24	209	100%	No																																														
211		Install Air Header Piping	5 days	Mon 4/7/25	Fri 4/11/25	169	100%	No																																														
212		Install Blowers	5 days	Mon 4/14/25	Fri 4/18/25	211	100%	No																																														
213		Install Fab Pipe from Blowers to Diffusers	20 days	Mon 4/14/25	Fri 5/9/25	211	100%	No																																														
214		Install Decanter Fab Pipe to EQ Basin	10 days	Mon 5/12/25	Fri 5/23/25	213	100%	No																																														
215		Install Air Lift Pumps	3 days	Mon 5/26/25	Wed 5/28/25	214	100%	No																																														
216		Install Telescoping Valve	2 days	Thu 9/11/25	Fri 9/12/25	178	100%	No																																														
217		Install Vertical Turbine Pump	3 days	Thu 11/6/25	Mon 11/10/25	241	100%	No																																														
218		Install Waste Pumps	5 days	Tue 11/11/25	Mon 11/17/25	217	100%	No																																														
219		Install Mixers Mooring System	3 days	Tue 11/18/25	Thu 11/20/25	217,218	100%	No																																														
220		Install Waste Pump Fab Pipe	5 days	Fri 11/21/25	Thu 11/27/25	219	100%	No																																														
221		Install Decanters (x3)	10 days	Fri 11/28/25	Thu 12/11/25	220	0%	No																																														
222		Install Chlorine Contact Weir	2 days	Fri 12/12/25	Mon 12/15/25	118,56,220,221	0%	No																																														
223		Install DO Probes	2 days	Fri 11/28/25	Mon 12/1/25	220	0%	No																																														
224		Install Diffusers (x4 basins)	20 days	Fri 1/30/26	Thu 2/26/26	269FS-30 days	0%	No																																														
225		Install 12" Chlorinated Effluent (50 LF)	5 days	Fri 2/27/26	Thu 3/5/26	224	0%	No																																														
226		Electrical	20 days	Tue 12/2/25	Mon 12/29/25	223	0%	Yes	Electrician																																													
227		Screw Press	83 days	Tue 4/15/25	Thu 8/7/25		100%	No																																														
235		Chemical Feed	93 days	Tue 9/16/25	Thu 1/22/26		13%	No																																														
236		Install Buildings	2 days	Tue 9/16/25	Wed 9/17/25	223	100%	No																																														
237		Install Chlorine Feed Interior Pipe	2 days	Mon 1/5/26	Tue 1/6/26	249	0%	No																																														
238		Install Alum Feed Interior Pipe	2 days	Wed 1/7/26	Thu 1/8/26	237	0%	No																																														

									WILLOW PARK WWTP																Item 12																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
ID	 	Task Name	Duration	Start	Finish	Predecessors	% Complete	Flag1	Resource Names	tober	Novemb	Decemb	January	Februar	March	April	May	June	July	August	Septem	October	Novemb	Decemb	January	Februar	March	April	May	June	July	August	Septem	October	Novemb	Decemb	January	Februar	March	April	May	June																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
239		Electrical	10 days	Fri 1/9/26	Thu 1/22/26	238	0%	Yes	Electrician																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								</



[illegible]