



CITY COUNCIL REGULAR MEETING AGENDA

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

Tuesday, August 08, 2023 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS (Limited to three minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to three (3) minutes. The Texas Open Meetings Act provides the following:

A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

PROCLAMATION

1. Presentation from Parker County - Transportation Bond

CONSENT AGENDA

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

2. Approve City Council Meeting Minutes - Special Meeting on July 18, 2023

REGULAR AGENDA ITEMS

3. Discussion/Action: to consider and act on approving a proposed ad valorem tax rate for the period beginning October 1, 2023 through September 30, 2024.

4. Discussion/Action: to consider and act on setting the date, time and place for a public hearing on a proposed ad valorem tax rate and budget for the period beginning October 1, 2023 through September 30, 2024.
5. Discussion/Action: to consider redirecting the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency from the new sanitary sewer line along Bankhead Highway to the Wastewater Effluent Line Project.
6. Discussion/Action: to approve a joint ordinance and extraterritorial jurisdiction ("ETJ") boundary agreement with the City of Aledo to release and transfer a 31.247 acre tract of property to the City of Willow Park's ETJ.
7. Discussion/Action: to consider a developer's agreement with Haney Revocable Trust, Dustin Kyle and Jayme Lynne Haney, Co-Trustees, for the annexation and development of 31.247 acres of property to be located in the City of Willow Park Extraterritorial Jurisdiction.
8. Discussion/Action: consideration and acceptance for the dedication of Kings Gate Park from Wilks Development to the City of Willow Park, and request payment for replat.

INFORMATIONAL

Mayor and Council Comments

City Manager Comments

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

9. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.

RECONVENE *into Open Session and consider action, if any, on the item discussed in Executive Session.*

ADJOURNMENT

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 said Notice was posted on the following date and time: August 3, 2023, at 5:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Crystal R. Dozier, TRMC

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 cdozier@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 www.willowpark.org



CITY COUNCIL SPECIAL MEETING MINUTES

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

Tuesday, July 18, 2023 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

Mayor Moss called the meeting to order at 6:00 pm.

PRESENT

Mayor Doyle Moss
 Councilmember Eric Contreras
 Councilmember Chawn Gilliland
 Councilmember Lea Young
 Councilmember Nathan Crummel

ABSENT

Greg Runnebaum

STAFF PRESENT

City Manager Bryan Grimes
 City Attorney Pat Chesser
 City Secretary Crystal Dozier

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Moss requested a moment of silence followed by the pledge of allegiance.

PUBLIC COMMENTS (Limited to three minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to three (3) minutes. The Texas Open Meetings Act provides the following:

A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

There were no public comments.

CONSENT AGENDA

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Approve City Council Meeting Minutes - Regular Meeting June 27, 2023.

To approve City Council Meeting Minutes - Regular Meeting June 27, 2023.

**Motion made by Contreras, Seconded by Gilliland.
Voting Yea: Gilliland, Contreras, Young, Crummel**

REGULAR AGENDA ITEMS

2. Discussion Only: Preliminary 2023-2024 Fiscal Year Budget Workshop.

Bryan Grimes, City Manager gave a brief summary of the proposed 2023-2024 Fiscal Year Budget that was filed with the City Secretary's office on Friday, July 7, 2023.

No action was taken.

3. Discussion/Action: the City Council may approve a resolution awarding a bid to construct a wastewater treatment plant.

No action taken.

4. Discussion/Action: the City Council may approve a resolution rejecting all bids for the construction of a wastewater treatment plant.

No action taken.

5. Discussion/Action: the City Council may approve a resolution rejecting all bids for the construction of a wastewater treatment plant and authorize staff to rebid the project.

To approve Resolution 2023-06 of the City Council of the City of Willow Park, Texas, rejecting all non-withdrawn bids for the construction of the new wastewater treatment plant; authorizing City Staff to rev-advertise for bids for the new wastewater treatment plant; and authorize City Staff to make a claim on the bid bond of MH Civil Constructors, Inc.

**Motion made by Contreras, Seconded by Gilliland.
Voting Yea: Gilliland, Contreras, Young, Crummel**

6. Discussion/Action: the City Council shall consider authorizing the City Administrator to issue notice to the Willow Park Baptist Church to extend the term of the lease for its

existing wastewater treatment plant for an additional one year term, such additional year to begin on August 19, 2024 and end on August 18, 2025.

To authorize the City Administrator to issue notice to the Willow Park Baptist Church that the City will extend the existing lease term for an additional one-year period to end on August 18, 2025.

**Motion made by Contreras, Seconded by Crummel.
Voting Yea: Gilliland, Contreras, Young, Crummel**

INFORMATIONAL

Mayor and Council Comments

Mayor Moss thanked the City Council for working together in recently making some difficult decisions.

City Manager Comments

There were no City Manager comments.

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

Mayor Moss convened into executive session at 6:04 pm.

7. Section 551.071 - Consultation with Attorney;
 - Halff & Associates possible litigation
 - Possible bid bond claim against MH Civil Constructors, Inc. for the wastewater treatment plant

RECONVENE *into Open Session and consider action, if any, on the item discussed in Executive Session.*

Mayor Moss reconvened into open session at 6:24 pm.

To reject any settlement offers made by Halff and Associates and to authorize the City Attorney to file suite on behalf of the City.

**Motion made by Young, Seconded by Gilliland.
Voting Yea: Gilliland, Contreras, Young, Crummel**

ADJOURNMENT

**Motion made by Gilliland, Seconded by Contreras.
Voting Yea: Gilliland, Contreras, Young, Crummel**

Mayor Moss adjourned the meeting at 6:27 pm.

These minutes were approved on the 8th of August, 2023.

Mayor Doyle Moss

Crystal R. Dozier, TRMC
City Secretary

DRAFT



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: August 8, 2023	Department: City Admin	Presented By: Bryan Grimes
--	----------------------------------	--------------------------------------

AGENDA ITEM:

Discussion /Action: To discuss, consider and act on approving a proposed ad valorem tax rate for the period beginning October 1, 2023 thru September 30, 2024.

BACKGROUND:

State statute requires that Council take a roll call vote on the proposed tax rate for the upcoming budget for FY 23 - 24. This is part of the rate setting process. As we have discussed at previous workshops the tax rate for your consideration is as follows:

Maintenance and Operations (M/O): \$0.208872
Interest and Sinking (I/S): \$0.188725
Total Tax Rate: \$0.397597

Current Tax Rate: \$0.538450

No New Revenue Rate: \$0.444640

Voter Approved Rate: \$0.430651

For your review, please find the tax rate calculations from the Parker County Appraisal District and the staff worksheet that has been previously discussed.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Suggested Motion: I move that the City of Willow Park assess a proposed maintenance and operations tax rate of \$0.208872 and an interest and sinking rate of \$0.188725 for a total tax rate of \$0.397597 and that a roll call vote be taken per state statute.

EXHIBITS:

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

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

Item 3.

CITY OF WILLOW PARK

817-441-7108

Taxing Unit Name

Phone (area code and number)

170 EL CHICO, Willow PARK, TX 76087

www.willowpark.org

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 794,504,313
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 140,093,006
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 654,411,307
4.	2022 total adopted tax rate.	\$ 0.538450 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.	
	A. Original 2022 ARB values:.....	\$ 2,229,560
	B. 2022 values resulting from final court decisions:.....	- \$ 1,800,000
	C. 2022 value loss. Subtract B from A. ³	\$ 429,560
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified value:.....	\$ 0
	B. 2022 disputed value:.....	- \$ 0
	C. 2022 undisputed value. Subtract B from A. ⁴	\$ 0
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 429,560

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 654,840,867
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 175,827 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 1,792,548 C. Value loss. Add A and B. ⁶	\$ 1,968,375
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 40,000 B. 2023 productivity or special appraised value: - \$ 10 C. Value loss. Subtract B from A. ⁷	\$ 39,990
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 2,008,365
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 55,984,396
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 596,848,106
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 3,213,728
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 182
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 3,213,910
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 1,023,767,281 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 79,738,738 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 944,028,543

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.03(c)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §26.012(13)
¹¹ Tex. Tax Code §26.012, 26.04(c-2)
¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
A.	2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>0</u>	
B.	2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u>	
C.	Total value under protest or not certified. Add A and B.	\$ <u>0</u>
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>162,271,814</u>
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>781,756,729</u>
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ <u>58,945,184</u>
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ <u>58,945,184</u>
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ <u>722,811,545</u>
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.444640</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ <u>0.283941</u> /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>654,840,867</u>

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §26.012(6)
¹⁸ Tex. Tax Code §26.012(17)
¹⁹ Tex. Tax Code §26.012(17)
²⁰ Tex. Tax Code §26.04(c)
²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 1,859,361
31.	Adjusted 2022 levy for calculating NNR M&O rate.	
	<p>A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 102</p> <p>B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 349,710</p> <p>C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -349,608</p> <p>E. Add Line 30 to 31D.</p>	\$ 1,509,753
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 722,811,545
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.208872 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0.	
	<p>A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0.	
	<p>A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0</p> <p>B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 /\$100

²² [Reserved for expansion]

²³ Tex. Tax Code §26.044

²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p>Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0.</p> <p>A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p>B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0. \$ <u>0</u> /\$100</p>	
37.	<p>Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0.</p> <p>A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ <u>0</u></p> <p>B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0. \$ <u>0</u> /\$100</p>	
38.	<p>Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ <u>0</u></p> <p>B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0</u> /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0. \$ <u>0</u> /\$100</p>	
39.	<p>Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D. \$ <u>0.208872</u> /\$100</p>	
40.	<p>Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>624,586</u></p> <p>B. Divide Line 40A by Line 32 and multiply by \$100 \$ <u>0.086410</u> /\$100</p> <p>C. Add Line 40B to Line 39. \$ <u>0.295282</u> /\$100</p>	
41.	<p>2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ <u>0.305616</u> /\$100

²⁵ Tex. Tax Code §26.0442
²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p>Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0 /\$100
42.	<p>Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸</p> <p>Enter debt amount \$ 2,106,745</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 350,000</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 1,756,745</p>	\$ 1,756,745
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 62,489
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ 1,694,256
45.	<p>2023 anticipated collection rate.</p> <p>A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 100.00 %</p> <p>B. Enter the 2022 actual collection rate. 99.48 %</p> <p>C. Enter the 2021 actual collection rate. 99.90 %</p> <p>D. Enter the 2020 actual collection rate. 99.76 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹</p>	100.00 %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 1,694,256
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 781,756,729
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.216724 /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.522340 /\$100
D49.	<p>Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ /\$100

²⁷ Tex. Tax Code §26.042(a)
²⁸ Tex. Tax Code §26.012(7)
²⁹ Tex. Tax Code §26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §26.04(b)
³¹ Tex. Tax Code §526.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 0 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 716,784
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 781,756,729
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.091689 /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.444640 /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ 0.444640 /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.522340 /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.430651 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 781,756,729
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.430651 /\$100

³² Tex. Tax Code §26.041(d)
³³ Tex. Tax Code §26.041(f)
³⁴ Tex. Tax Code §26.041(d)
³⁵ Tex. Tax Code §26.04(c)
³⁶ Tex. Tax Code §26.04(c)
³⁷ Tex. Tax Code §26.045(d)
³⁸ Tex. Tax Code §26.045(f)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ 0.549038 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.056616 /\$100
	C. Subtract B from A.....	\$ 0.492422 /\$100
	D. Adopted Tax Rate.....	\$ 0.538450 /\$100
	E. Subtract D from C.....	\$ -0.046028 /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67).....	\$ 0.566654 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.056616 /\$100
	C. Subtract B from A.....	\$ 0.510038 /\$100
	D. Adopted Tax Rate.....	\$ 0.566650 /\$100
	E. Subtract D from C.....	\$ -0.056612 /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 65).....	\$ 0.593316 /\$100
	B. Unused increment rate (Line 64).....	\$ 0 /\$100
	C. Subtract B from A.....	\$ 0.593316 /\$100
	D. Adopted Tax Rate.....	\$ 0.536700 /\$100
	E. Subtract D from C.....	\$ 0.056616 /\$100
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ 0 /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.430651 /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §§26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(B-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.208872 /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 781,756,729
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.063958 /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.216724 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.489554 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.538450 /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0 /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 596,848,106
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 0
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 722,811,545
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0 /\$100

⁴⁶ Tex. Tax Code §26.042(b)

⁴⁷ Tex. Tax Code §26.042(f)

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.430651 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** \$ 0.444640 /\$100
 As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26
- Voter-approval tax rate.** \$ 0.430651 /\$100
 As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
 Indicate the line number used: 58
- De minimis rate.** \$ 0.489554 /\$100
 If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

print here → BRYAN GRIMES
 Printed Name of Taxing Unit Representative

sign here → [Signature]
 Taxing Unit Representative

8/1/2023
 Date

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)

Item 3.

Fund: 10 - GENERAL FUND

DEPARTMENT 001 - ADMINISTRATION

	FY 2022-2023 Total Budget	FY 2023-2024 Total Budget
Group: 10 - TAXES		
10-001-46000 M & O TAX	1,900,000	1,901,211
10-001-46001 SALES TAX	2,000,000	2,250,000
10-001-46002 MIXED BEVERAGE TAX	45,000	45,000
10-001-46003 AUTO/TRAILER TAXES	325	325
10-001-46007 DELINQUENT TAXES	6,977	6,977
	3,952,302	4,203,513
Group: 12 - FRANCHISE FEES		
10-001-46020 TXU ELECTRIC	200,000	225,000
10-001-46021 A T & T	20,000	10,000
10-001-46022 TEXAS GAS	7,500	7,500
10-001-46025 MISC. FRANCHISE	5,000	5,000
10-001-46027 MESH NET	3,024	3,024
10-001-46028 WATER FRANCHISE FEE	129,978	129,978
10-001-46029 WASTEWATER FRANCHISE FEES	37,220	37,220
	402,722	417,722
Group: 15 - ADMINISTRATIVE FEES		
10-001-46005 INTEREST - OPERATING FUND	15,000	75,000
10-001-46056 CORONAVIRUS AID RELEIF FUNDS	0	0
	15,000	75,000
Group: 35 - OTHER REVENUE		
10-001-46041 REFUNDS/BANK CREDITS	100	100
10-001-46042 MISCELLANEOUS	35	0
10-001-46046 OTHER REIMBURSEABLES	200	200
10-001-46109 RENTAL INCOME	0	190,000
	335	190,300
Group: 50 - PERSONNEL		
10-001-58100 SALARIES	146,377	161,151
10-001-58101 PAYROLL EXPENSE	2,122	2,305
10-001-58102 WORKERS COMPENSATION	3,108	843
10-001-58103 HEALTH INSURANCE	40,365	44,760
10-001-58104 RETIREMENT	19,906	57,718
10-001-58105 UNEMPLOYMENT INSURANCE	270	270
10-001-58107 CELL PHONE STIPEND	2,280	2,280
10-001-58125 DENTAL INSURANCE	2,536	2,796
10-001-58126 LIFE INSURANCE	519	519
10-001-58129 LONGEVITY PAY		900
	217,483	273,542
Group: 55 - SUPPLIES		
10-001-58200 POSTAGE & SHIPPING	2,070	2,070
10-001-58201 OFFICE SUPPLIES	4,658	4,658
10-001-58202 FLOWERS/GIFTS/PLAQUES	2,070	2,070
10-001-58203 BASIC OPERATING SUPPLIES	0	0
10-001-58204 PRINTING & BINDING	0	0
10-001-58205 MINOR EQUIPMENT: OFFICE	533	533
10-001-58207 MV REPAIR & MAINTENANCE	0	0
10-001-58208 UNIFORMS & SUPPLIES	311	311
10-001-58214 FINANCE CHARGES	2,500	2,500
10-001-58223 EQUIPMENT	533	533

Item 3.

10-001-58265	FACILITIES MAINT SUPPLIES	515	515
10-001-58268	SUBSCRIPTIONS & PUBLICATIONS	0	0
10-001-58269	PROMOTIONAL SUPPLIES	0	0
		13,190	13,190

Group: 65 - CONTRACTUAL SERVICES

10-001-58400	TRAVEL & TRAINING	10,000	16,000
10-001-58401	CONSULTANTS & PROFESSIONALS	25,875	25,875
10-001-58402	ADVERTISING & LEGAL NOTICES	1,553	1,553
10-001-58403	PRINTING & BINDING	3,726	3,726
10-001-58404	PROPERTY & LIABILITY	7,245	8,100
10-001-58406	PROFESSIONAL LICENSE	1,035	1,035
10-001-58407	DUES & MEMBERSHIPS	3,105	3,105
10-001-58408	SPECIAL EVENTS	10,000	10,000
10-001-58415	FINES & PENALTIES	0	0
10-001-58417	ACCOUNTING & AUDITOR	41,400	58,800
10-001-58418	CONTRACTUAL SERVICES	49,680	67,000
10-001-58426	SOFTWARE TECH SUPPORT	55,000	70,000
10-001-58437	PUBLIC SAFETY ALERT SYSTEM	2,846	2,846
10-001-58438	IT CONTRACT	3,987	3,987
10-001-58451	EQUIPMENT RENTAL	9,936	9,936
10-001-58477	COMMERCIAL LEASE	140,000	0
		365,388	281,963

Group: 70 - TRANSFERS & RESTRICTED FUNDS

10-001-58716	PAYING AGENT FEES	0	0
10-001-58769	M&O to I&S	0	340,000
		0	340,000

Group: 75 - CAPITAL OUTLAY

10-001-58600	OFFICE EQUIPMENT	2,500	2,500
10-001-58612	SOFTWARE	0	0
10-001-58651	COUNCIL APPROVED EXPENDITURES		385,000
		2,500	387,500

ADMINISTRATION TOTAL REVENUE;	4,370,359	4,886,535
ADMINISTRATION TOTAL EXPENSE:	598,561	1,296,195
ADMINISTRATION NET PROFIT/LOSS:	3,771,798	3,590,340

DEPARTMENT 003 - DEVELOPMENT

FY 2022-2023	FY 2023-2024
Total Budget	Total Budget

Group: 15 - ADMINISTRATIVE FEES

10-003-46087	CREDIT CARD FEES	0	0
10-003-46092	NSF FEES	0	0
		0	0

Group: 20 - LICENSES & PERMITS

10-003-46023	CERTIFICATE OF OCCUPANCY	1,000	1,000
10-003-46070	BUILDING PERMITS	600,000	500,000
10-003-46071	HEALTH PERMITS	10,000	12,500
10-003-46072	SUBCONTRACTORS PERMITS	50,000	20,000
10-003-46073	REGISTRATION FEES	4,500	0
10-003-46075	OSSF PERMITS	1,200	1,200
10-003-46077	PLAN REVIEW	80,000	50,000
10-003-46079	BACKFLOW INSPECTIONS	0	0
10-003-46080	RE - INSPECTION	0	1,000
10-003-46081	SPECIAL EVENT PERMITS	0	300

Item 3.

10-003-46082	REVIEWS/ REQUESTS	600	600
10-003-46083	METER RELEASE	0	0
10-003-46084	RENTAL INSPECTIONS	400	0
10-003-46089	IRRIGATION	0	0
10-003-46095	FIRE ALARMS	1,000	1,000
10-003-46099	FIRE SPRINKLER	1,000	1,435
10-003-46105	ZONING/RE-ZONING	0	0
10-003-46106	PLATS/RE-PLATS	0	10,000
		749,700	599,035

Group: 50 - PERSONNEL

10-003-58100	SALARIES	270,838	389,627
10-003-58101	PAYROLL EXPENSE	3,768	5,650
10-003-58102	WORKERS COMPENSATION	2,072	1,405
10-003-58103	HEALTH INSURANCE	8,403	18,480
10-003-58104	RETIREMENT	12,632	43,899
10-003-58105	UNEMPLOYMENT INSURANCE	180	270
10-003-58107	CELL PHONE STIPEND	1,080	1,620
10-003-58110	OVERTIME	0	0
10-003-58125	DENTAL INSURANCE	512	1,692
10-003-58126	LIFE INSURANCE	346	519
10-003-58128	ACCRUED COMP & VACATION	0	0
10-003-58129	LONGEVITY PAY		1,500
		299,831	464,662

Group: 55 - SUPPLIES

10-003-58200	POSTAGE & SHIPPING	515	515
10-003-58201	OFFICE SUPPLIES	5,000	3,000
10-003-58202	FLOWERS/GIFTS/PLAQUES	75	100
10-003-58203	BASIC OPERATING SUPPLIES	0	750
10-003-58204	PRINTING & BINDING	309	300
10-003-58205	MINOR EQUIPMENT: OFFICE	515	400
10-003-58207	MV REPAIR & MAINTENACE	0	200
10-003-58208	UNIFORMS & SUPPLIES	309	300
10-003-58214	CREDIT CARD FEES	0	0
10-003-58265	FACILITIES MAINT SUPPLIES	2,500	2,500
10-003-58268	SUBSCRIPTIONS & PUBLICATIONS	0	150
		9,223	8,215

Group: 65 - CONTRACTUAL SERVICES

10-003-58400	TRAVEL & TRAINING	3,000	10,000
10-003-58401	CONSULTANTS & PROFESSIONALS	10,000	10,000
10-003-58402	ADVERTISING & LEGAL NOTICES	4,000	4,000
10-003-58404	PROPERTY & LIABILITY	5,150	8,100
10-003-58406	PROFESSIONAL LICENSE	0	100
10-003-58407	DUES & MEMBERSHIPS	721	750
10-003-58418	CONTRACTUAL SERVICES	55,000	55,000
10-003-58423	FOOD SERVICE/POOL INSPECTOR	9,200	10,000
10-003-58424	ENGINEERING/CITY ENGINEER	15,000	5,000
10-003-58426	SOFTWARE TECH SUPPORT	0	15,000
10-003-58438	IT CONTRACT	4,000	4,000
10-003-58463	ECONOMIC DEVELOPMENT	5,000	1,000
		111,071	122,950

Group: 75 - CAPITAL OUTLAY

10-003-58600	OFFICE EQUIPMENT	0	1,000
10-003-58612	SOFTWARE	0	0
		0	1,000

Item 3.

DEVELOPMENT TOTAL REVENUE:	749,700	599,035
DEVELOPMENT TOTAL EXPENSE:	420,125	596,827
DEVELOPMENT NET PROFIT/LOSS:	329,575	2,208

DEPARTMENT 004 - FIRE MARSHAL

FY 2022-2023	FY 2023-2024
Total Budget	Total Budget

Group: 20 - LICENSES & PERMITS

10-004-46099 FIRE SPRINKLER	10,000	0
-----------------------------	--------	---

Group: 30 - SERVICE REVENUE

10-004-46032 REVENUE RECOVERY	5,000	0
10-004-46035 PARKER COUNTY RUN FUNDS	0	0
	5,000	0

Group: 35 - OTHER REVENUE

10-004-46030 VFD CONTRIBUTIONS	0	0
10-004-46088 SALE OF ASSETS	0	0
	0	0

Group: 50 - PERSONNEL

10-004-58100 SALARIES	790,658	193,015
10-004-58101 PAYROLL EXPENSE	11,500	2,799
10-004-58102 WORKERS COMPENSATION	9,324	7,933
10-004-58103 HEALTH INSURANCE	75,624	18,480
10-004-58104 RETIREMENT	57,676	35,708
10-004-58105 UNEMPLOYMENT INSURANCE	810	180
10-004-58107 CELL PHONE STIPEND	540	0
10-004-58109 CERTIFICATE PAY	24,050	6,550
10-004-58110 OVERTIME	55,000	0
10-004-58125 DENTAL INSURANCE	4,609	1,128
10-004-58126 LIFE INSURANCE	1,556	346
10-004-58127 PHYSICALS & GYM MEMBERSHIPS	5,000	1,000
10-004-58128 ACCRUED COMP & VACATION	0	0
10-004-58129 LONGEVITY PAY		600
	1,036,347	267,739

Group: 55 - SUPPLIES

10-004-58200 POSTAGE & SHIPPING	853	1,000
10-004-58201 OFFICE SUPPLIES	2,250	500
10-004-58202 FLOWERS/GIFTS/PLAQUES	518	500
10-004-58203 BASIC OPERATING SUPPLIES	12,862	4,500
10-004-58204 PRINTING & BINDING	213	
10-004-58205 MINOR EQUIPMENT: OFFICE	1,967	
10-004-58206 MV OILS, LUBRICANTS & FLUIDS	0	
10-004-58207 MV REPAIR & MAINTENANCE	79,758	8,700
10-004-58208 UNIFORMS & SUPPLIES	20,875	2,500
10-004-58216 PPE AND SUPPLIES	62,722	5,000
10-004-58217 MEDICAL SUPPLIES	15,428	
10-004-58219 FOAM SUPPLIES	1,866	
10-004-58220 ROAD ABSORBENT SUPPLIES	1,712	
10-004-58253 SAFETY EQUIPMENT & SUPPLIES	19,213	
10-004-58260 BUILDING & FACILITIES REPAIRS	3,871	
10-004-58265 FACILITIES MAINT SUPPLIES	0	
10-004-58266 MINOR EQUIPMENT: FIELD	0	
10-004-58270 MV FUEL	0	
10-004-58278 EMERGENCY RESPONSE SUPPLIES	8,280	

Item 3.

		232,388	22,700
Group: 60 - UTILITIES			
10-004-58305	COMMUNICATION SERVICES	6,396	8,500
Group: 65 - CONTRACTUAL SERVICES			
10-004-58400	TRAVEL & TRAINING	29,036	13,000
10-004-58401	CONSULTANTS & PROFESSIONALS	3,731	
10-004-58403	PRINTING & BINDING	213	
10-004-58404	PROPERTY & LIABILITY	5,330	
10-004-58407	DUES & MEMBERSHIPS	561	5,600
10-004-58418	CONTRACTUAL SERVICES	67,489	16,600
10-004-58426	SOFTWARE TECH SUPPORT	0	
10-004-58427	EQUIPMENT TECH SUPPORT	21,259	11,000
10-004-58437	PUBLIC SAFETY ALERT SYSTEM	1,108	
10-004-58438	IT CONTRACT	4,107	
10-004-58452	VEHICLE LEASE	0	22,649
10-004-58455	EMERGENCY MANAGEMENT	0	17,000
		132,834	85,849
FIRE TOTAL REVENUE;		15,000	0
FIRE TOTAL EXPENSE:		1,407,965	384,788
FIRE NET PROFIT/LOSS:		-1,392,965	-384,788

DEPARTMENT 005 - LEGISLATIVE

FY 2022-2023	FY 2023-2024
Total Budget	Total Budget

Group: 15 - ADMINISTRATIVE FEES

10-005-46036	OPEN RECORDS FEES	150	150
--------------	-------------------	------------	------------

Group: 35 - OTHER REVENUE

10-005-46024	SPECIAL EVENT SPONSORSHIP	0	0
10-005-46042	MISCELLANEOUS	1,100	1,100
		1,100	1,100

Group: 50 - PERSONNEL

10-005-58100	SALARIES	72,100	77,175
10-005-58101	PAYROLL EXPENSE	1,045	1,119
10-005-58102	WORKERS COMPENSATION	1,036	281
10-005-58103	HEALTH INSURANCE	8,403	9,240
10-005-58104	RETIREMENT	5,155	14,277
10-005-58105	UNEMPLOYMENT INSURANCE	90	90
10-005-58107	CELL PHONE STIPEND	540	249
10-005-58125	DENTAL INSURANCE	512	564
10-005-58126	LIFE INSURANCE	173	173
10-005-58129	LONGEVITY PAY		300
		89,054	103,468

Group: 55 - SUPPLIES

10-005-58200	POSTAGE & SHIPPING	104	104
10-005-58201	OFFICE SUPPLIES	1,553	1,553
10-005-58202	FLOWERS/GIFTS/PLAQUES	1,553	1,553
10-005-58203	BASIC OPERATING SUPPLIES	569	569
10-005-58204	PRINTING & BINDING	533	533
10-005-58205	MINOR EQUIPMENT: OFFICE	3,002	3,002
10-005-58208	UNIFORMS & SUPPLIES	1,397	1,397
10-005-58265	FACILITIES MAINT SUPPLIES	0	0
10-005-58266	MINOR EQUIPMENT: FIELD	518	518

Item 3.

10-005-58269	PROMOTIONS	25,000	25,000
		34,229	34,229

Group: 65 - CONTRACTUAL SERVICES

10-005-58400	TRAVEL & TRAINING	10,350	10,350
10-005-58401	CONSULTANTS & PROFESSIONALS	8,280	8,280
10-005-58402	ADVERTISING & LEGAL NOTICES	2,070	2,070
10-005-58404	PROPERTY & LIABILITY	5,693	8,100
10-005-58406	PROFESSIONAL LICENSE	414	414
10-005-58407	DUES & MEMBERSHIPS	12,000	12,000
10-005-58408	SPECIAL EVENTS	25,000	25,000
10-005-58416	LEGAL/CITY ATTORNEY	50,000	50,000
10-005-58418	CONTRACTUAL SERVICES	4,554	4,554
10-005-58419	ELECTIONS ADMINISTRATION	5,900	5,900
10-005-58426	SOFTWARE TECH SUPPORT	518	518
10-005-58437	PUBLIC SAFETY ALERT SYSTEM	1,108	1,108
10-005-58438	IT CONTRACT	4,107	4,107
10-005-58450	GOVERNMENT & MISC OPERATING	1,553	1,553
		131,547	133,954

Group: 75 - CAPITAL OUTLAY

10-005-58624	EQUIPMENT PURCHASE	0	0
--------------	--------------------	---	---

LEGISLATIVE TOTAL REVENUE;	1,250	1,250
LEGISLATIVE TOTAL EXPENSE:	254,830	271,651
LEGISLATIVE NET PROFIT/LOSS:	-253,580	-270,401

DEPARTMENT 006 - MUNICIPAL COURT

FY 2022-2023	FY 2023-2024
Total Budget	Total Budget

Group: 15 - ADMINISTRATIVE FEES

10-006-46092	NSF FEES	0	0
--------------	----------	---	---

Group: 25 - FINES & FORFITURES

10-006-46060	NON-PARKING	215,000	215,000
10-006-46061	PARKING	1,000	1,000
10-006-46062	WARRANTS/CAPIAS	1,300	1,300
10-006-46063	STATE LAW - CLASS C	15,000	15,000
10-006-46064	COURT ADMINISTRATION FEES	10,000	10,000
10-006-46065	COURT SECURITY	4,700	4,700
10-006-46066	TIME PAYMENT	400	400
10-006-46067	MC TECH FEE	6,700	6,700
10-006-46085	SEAT BELT	500	500
10-006-46102	TEEN COURT FEE	0	0
		254,600	254,600

Group: 35 - OTHER REVENUE

10-006-46042	MISCELLANEOUS	0	0
--------------	---------------	---	---

Group: 50 - PERSONNEL

10-006-58100	SALARIES	98,341	104,630
10-006-58101	PAYROLL EXPENSE	2,075	1,540
10-006-58102	WORKERS COMPENSATION	2,072	562
10-006-58103	HEALTH INSURANCE	8,403	18,480
10-006-58104	RETIREMENT	4,291	19,357
10-006-58105	UNEMPLOYMENT INSURANCE	180	180
10-006-58107	CELL PHONE STIPEND	540	249
10-006-58109	CERTIFICATE PAY	479	221

Item 3.

10-006-58110	OVERTIME	800	0
10-006-58125	DENTAL INSURANCE	512	1,128
10-006-58126	LIFE INSURANCE	173	346
10-006-58129	LONGEVITY PAY		600
10-006-58132	BAILIFF DUTIES	1,492	1,600
		119,358	148,893

Group: 55 - SUPPLIES

10-006-58201	OFFICE SUPPLIES	1,035	1,035
10-006-58202	FLOWERS/GIFTS/PLAQUES	207	207
10-006-58205	MINOR EQUIPMENT: OFFICE	0	0
10-006-58214	FINANCE CHARGES	311	15,000
10-006-58265	FACILITIES MAINT SUPPLIES	0	0
		1,553	16,242

Group: 65 - CONTRACTUAL SERVICES

10-006-58400	TRAVEL & TRAINING	3,105	3,105
10-006-58402	ADVERTISING & LEGAL NOTICES	0	0
10-006-58404	PROPERTY & LIABILITY	5,330	8,100
10-006-58406	PROFESSIONAL LICENSE	0	0
10-006-58407	DUES & MEMBERSHIPS	85	85
10-006-58416	LEGAL/CITY ATTORNEY	12,000	12,000
10-006-58418	CONTRACTUAL SERVICES	0	0
10-006-58421	MUNICIPAL JUDGE	14,904	18,500
10-006-58422	MAGISTRATE	3,105	3,105
10-006-58426	SOFTWARE TECH SUPPORT	0	3,000
10-006-58438	IT CONTRACT	4,140	4,140
10-006-58441	JURY SERVICE	207	207
		42,876	52,242

Group: 75 - CAPITAL OUTLAY

10-006-58600	OFFICE EQUIPMENT	0	0
10-006-58612	SOFTWARE	0	0
		0	0

MUNICIPAL COURT TOTAL REVENUE;	254,600	254,600
MUNICIPAL COURT TOTAL EXPENSE:	163,787	217,377
MUNICIPAL COURT NET PROFIT/LOSS:	90,813	37,223

DEPARTMENT 007 - POLICE

FY 2022-2023	FY 2023-2024
Total Budget	Total Budget

Group: 15 - ADMINISTRATIVE FEES

10-007-46053	ACCIDENT REPORTS	600	600
10-007-46087	CREDIT CARD FEES	0	0
		600	600

Group: 20 - LICENSES & PERMITS

10-007-46073	ALARM PERMIT FEES	0	0
--------------	-------------------	---	---

Group: 35 - OTHER REVENUE

10-007-46050	POLICE TRAINING	0	0
10-007-46051	POLICE CONTRIBUTIONS	0	0
10-007-46088	SALE OF ASSETS	0	0
10-007-46103	SCHOOL RESOURCE OFFICER FUNDI	0	56,151
		0	56,151

Group: 50 - PERSONNEL

Item 3.

10-007-58100	SALARIES	1,072,785	1,166,120
10-007-58101	PAYROLL EXPENSE	15,882	17,750
10-007-58102	WORKERS COMPENSATION	19,412	74,197
10-007-58103	HEALTH INSURANCE	124,814	157,080
10-007-58104	RETIREMENT	78,862	215,732
10-007-58105	UNEMPLOYMENT INSURANCE	2,534	1,530
10-007-58107	CELL PHONE STIPEND	0	745
10-007-58109	CERTIFICATE PAY	19,200	4,154
10-007-58110	OVERTIME	57,193	58,000
10-007-58125	DENTAL INSURANCE	7,948	9,588
10-007-58126	LIFE INSURANCE	3,043	2,940
10-007-58127	PHYSICALS & GYM MEMBERSHIPS	4,797	2,000
10-007-58128	ACCRUED COMP & VACATION	0	0
10-007-58129	LONGEVITY PAY		5,100
		1,406,470	1,714,936

Group: 55 - SUPPLIES

10-007-58200	POSTAGE & SHIPPING	320	320
10-007-58201	OFFICE SUPPLIES	5,693	5,693
10-007-58202	FLOWERS/GIFTS/PLAQUES	453	453
10-007-58203	BASIC OPERATING SUPPLIES	3,105	3,105
10-007-58204	PRINTING & BINDING	853	853
10-007-58205	MINOR EQUIPMENT: OFFICE	5,382	5,382
10-007-58206	MV OILS, LUBRICANTS & FLUIDS	533	533
10-007-58207	MV REPAIR & MAINTENACE	9,315	12,000
10-007-58208	UNIFORMS & SUPPLIES	14,283	14,283
10-007-58214	FINANCE CHARGES	62	1,200
10-007-58253	SAFETY EQUIPMENT & SUPPLIES	2,962	2,962
10-007-58260	BUILDING & FACILITIES REPAIRS	6,396	6,396
10-007-58265	FACILITIES MAINT SUPPLIES	14,464	14,464
10-007-58266	MINOR EQUIPMENT: FIELD	33,248	33,248
10-007-58267	OPERATING SUPPLIES NON CONSUM	1,066	1,066
10-007-58268	SUBSCRIPTIONS & PUBLICATIONS	3,494	3,494
10-007-58270	MV FUEL	25,875	25,875
10-007-58271	MV TIRES, TUBES & BATTERIES	4,264	10,000
10-007-58275	SPECIAL EVENTS	1,035	1,035
10-007-58276	AMMUNITION & WEAPONS RELATED	9,134	9,134
		141,937	151,496

Group: 60 - UTILITIES

10-007-58305	COMMUNICATION SERVICES	4,451	4,451
--------------	------------------------	--------------	--------------

Group: 65 - CONTRACTUAL SERVICES

10-007-58400	TRAVEL & TRAINING	8,797	10,000
10-007-58402	ADVERTISING & LEGAL NOTICES	107	107
10-007-58403	PRINTING & BINDING	640	640
10-007-58404	PROPERTY & LIABILITY	5,330	8,100
10-007-58407	DUES & MEMBERSHIPS	1,760	1,760
10-007-58410	LAB TESTING	3,105	6,000
10-007-58418	CONTRACTUAL SERVICES	112,000	112,000
10-007-58420	INMATE HOUSING	1,242	1,242
10-007-58426	SOFTWARE TECH SUPPORT	0	0
10-007-58437	PUBLIC SAFETY ALERT SYSTEM	1,108	1,108
10-007-58438	IT CONTRACT	4,107	4,107
10-007-58450	GOVERNMENT & MISC OPERATING	673	673
10-007-58452	VEHICLE LEASE	61,836	61,836
10-007-58462	ANIMAL CONTROL	68,879	68,879
		269,584	276,452

Item 3.

Group: 75 - CAPITAL OUTLAY

10-007-58601	VEHICLE EQUIPMENT	98,268	50,000
10-007-58624	EQUIPMENT PURCHASE	0	0
		98,268	50,000

POLICE TOTAL REVENUE;	600	56,751
POLICE TOTAL EXPENSE:	1,920,710	2,197,335
POLICE NET PROFIT/LOSS:	-1,920,110	-2,140,584

DEPARTMENT 008 - CITY SERVICES

FY 2022-2023	FY 2023-2024
Total Budget	Total Budget

Group: 35 - OTHER REVENUE

10-008-46107	CODE ENFORCEMENT FEES	0	0
--------------	-----------------------	----------	----------

Group: 50 - PERSONNEL

10-008-58100	SALARIES	0	0
10-008-58101	PAYROLL EXPENSE	0	0
10-008-58102	WORKERS COMPENSATION	0	0
10-008-58103	HEALTH INSURANCE	0	0
10-008-58104	RETIREMENT	0	0
10-008-58105	UNEMPLOYMENT INSURANCE	0	0
10-008-58107	CELL PHONE STIPEND	0	0
10-008-58110	OVERTIME	0	0
10-008-58125	DENTAL INSURANCE	0	0
10-008-58126	LIFE INSURANCE	0	0
10-008-58129	LONGEVITY PAY	0	0
		0	0

Group: 55 - SUPPLIES

10-008-58201	OFFICE SUPPLIES	0	0
10-008-58202	FLOWERS/GIFTS/PLAQUES	0	0
10-008-58203	BASIC OPERATING SUPPLIES	1,139	1,139
10-008-58205	MINOR EQUIPMENT: OFFICE	0	0
10-008-58207	MV REPAIR & MAINTENACE	2,588	2,588
10-008-58208	UNIFORMS & SUPPLIES	1,035	1,035
10-008-58222	MINOR TOOLS	3,167	3,167
10-008-58223	EQUIPMENT	0	0
10-008-58224	MISC. TOOLS/SUPPLIES	0	0
10-008-58253	SAFETY EQUIPMENT & SUPPLIES	1,066	1,066
10-008-58260	BUILDING & FACILITIES REPAIRS	24,840	24,840
10-008-58265	FACILITIES MAINT SUPPLIES	5,175	5,175
10-008-58266	MINOR EQUIPMENT: FIELD	4,140	4,140
10-008-58270	MV FUEL	57,491	57,491
10-008-58275	SPECIAL EVENTS	0	0
		100,641	100,641

Group: 60 - UTILITIES

10-008-58300	ELECTRICITY	36,225	50,000
10-008-58301	GAS	5,175	5,175
10-008-58302	TELEPHONE	15,525	15,525
10-008-58303	LONG DISTANCE TELEPHONE	0	0
10-008-58305	COMMUNICATION SERVICES	46,575	46,575
		103,500	117,275

Group: 65 - CONTRACTUAL SERVICES

10-008-58400	TRAVEL & TRAINING	3,105	3,105
--------------	-------------------	-------	-------

Item 3.

10-008-58401	CONSULTANTS & PROFESSIONALS	0	0
10-008-58402	ADVERTISING & LEGAL NOTICES	0	0
10-008-58404	PROPERTY & LIABILITY	6,728	8,100
10-008-58405	REPAIR & MAINTENANCE	0	0
10-008-58407	DUES & MEMBERSHIPS	0	0
10-008-58408	SPECIAL EVENTS	35,000	40,000
10-008-58411	PROPERTY DAMAGE	0	0
10-008-58412	OTHER RENTAL	0	0
10-008-58414	FINANCE CHARGES	0	0
10-008-58415	FINES & PENALTIES	0	0
10-008-58418	CONTRACTUAL SERVICES	15,525	15,525
10-008-58425	SOLID WASTE COLLECTION	7,245	7,245
10-008-58426	SOFTWARE TECH SUPPORT	0	0
10-008-58438	IT CONTRACT	4,140	4,140
10-008-58450	GOVERNMENT & MISC OPERATING	46,906	10,000
10-008-58451	EQUIPMENT RENTAL	2,132	2,132
10-008-58452	VEHICLE LEASE	0	0
10-008-58478	MOVING EXPENSES	50,000	0
10-008-58479	LANDSCAPING CONTRACT	0	50,000
		170,781	140,247

Group: 75 - CAPITAL OUTLAY	0	0
CITY SERVICES TOTAL REVENUE;	0	0
CITY SERVICES TOTAL EXPENSE:	374,922	358,163
CITY SERVICES NET PROFIT/LOSS:	-374,922	-358,163

Department: 009 - PARKS

FY 2022-2023	FY 2023-2024
Total Budget	Total Budget

Group: 35 - OTHER REVENUE

10-009-46096	PARK DONATIONS	0	0
--------------	----------------	---	---

Group: 65 - CONTRACTUAL SERVICES

10-009-58401	CONSULTANTS AND PROFESSIONALS	0	25,000
10-009-58464	PARKS MAINTENANCE	0	40,000
		0	65,000

Group: 75 - CAPITAL OUTLAY

10-009-58609	PARKS IMPROVEMENTS	0	250,000
10-009-58624	EQUIPMENT PURCHASE	0	0
		0	250,000

PARKS TOTAL REVENUE;	0	0
PARKS TOTAL EXPENSE:	0	315,000
PARKS NET PROFIT/LOSS:	0	-315,000

Department: 010 - STREETS

FY 2022-2023	FY 2023-2024
Total Budget	Total Budget

Group: 35 - OTHER REVENUE

10-010-46090	ROAD DONATIONS	0	0
--------------	----------------	---	---

Group: 55 - SUPPLIES

10-010-58210	TRAFFIC & STREET SIGNS	3,731	7,500
10-010-58225	ASPHALT MATERIALS	36,225	50,000
10-010-58226	ROAD BASE MATERIALS - PAVING	20,493	30,000
10-010-58227	ICE & INCLEMENT WEATHER	4,797	4,500

Item 3.

10-010-58228	CONCRETE REPLACEMENT	15,525	0
10-010-58251	BARRICADES/MARKERS	2,588	2,500
		83,359	94,500

Group: 65 - CONTRACTUAL SERVICES

10-010-58401	CONSULTANTS AND PROFESSIONALS	0	10,000
10-010-58413	CONTRACT STREET REPAIR	0	25,000
10-010-58424	ENGINEERING/CITY ENGINEER	15,525	25,000
		15,525	60,000

Group: 75 - CAPITAL OUTLAY

10-010-58603	STREET IMPROVEMENTS	0	0
--------------	---------------------	---	---

STREETS TOTAL REVENUE;	0	0
STREETS TOTAL EXPENSE:	98,884	154,500
STREETS NET PROFIT/LOSS:	-98,884	-154,500

GENERAL FUND TOTAL REVENUE;	5,391,509	5,798,171
GENERAL FUND TOTAL EXPENSE:	5,239,784	5,791,836
GENERAL FUND NET PROFIT/LOSS:	151,725	6,335

Item 3.

Fund: 20 - WATER FUND

**FY 2022-2023
Total Budget**

**FY 2023-2024
Total Budget**

DEPARTMENT 020 - WATER

Group: 15 - ADMINISTRATIVE FEES

20-020-45005	INTEREST REVENUE	10,000	125,000
20-020-46005	INTEREST - OPERATING FUND	0	0
20-020-46087	CREDIT CARD FEES	0	0
		10,000	125,000

Group: 35 - OTHER REVENUE

20-020-45032	REIMBURSEMENT FOR REPAIRS	0	0
20-020-45041	REFUNDS/ BANK CREDITS	0	0
20-020-45042	MISCELLANEOUS REVENUE	1,200	1,200
20-020-45051	SALE OF RECYCLED MATERIALS	0	0
20-020-46088	SALE OF ASSETS	0	0
		1,200	1,200

Group: 40 - TRANSFERS

20-020-48756	2019 COOS - TWDB - FT WORTH WT	264,782	244,414
20-020-48757	WP CO S21	0	163,572
		264,782	407,986

Group: 45 - UTILITY REVENUE

20-020-45000	USER CHARGES	2,500,000	3,015,000
20-020-45001	PENALTIES	30,000	30,000
20-020-45002	NEW ACCOUNT FEES	13,000	13,000
20-020-45003	TAP FEES	3,000	3,000
20-020-45004	IMPACT FEES	250,000	50,000
20-020-45007	METER FEE	25,000	25,000
20-020-45008	METER BOX FEE	4,500	4,500
20-020-45030	RECONNECT FEES	10,000	10,000
20-020-45031	NSF FEES	600	600
20-020-45048	BORE FEES	0	0
		2,836,100	3,151,100

Group: 50 - PERSONNEL

20-020-58100	SALARIES	630,000	662,835
20-020-58101	PAYROLL EXPENSE	9,372	10,041
20-020-58102	WORKERS COMPENSATION	15,012	16,358
20-020-58103	HEALTH INSURANCE	116,913	83,160
20-020-58104	RETIREMENT	46,667	91,086
20-020-58105	UNEMPLOYMENT INSURANCE	352	810
20-020-58107	CELL PHONE STIPEND	4,471	4,320
20-020-58109	CERTIFICATE PAY	2,360	5,040
20-020-58110	OVERTIME	17,406	31,800
20-020-58125	DENTAL INSURANCE	21,925	5,076
20-020-58126	LIFE INSURANCE	1,928	1,556
20-020-58128	ACCRUED COMP & VACATION	0	0
20-020-58129	LONGEVITY PAY		3,000
		866,406	915,082

Group: 55 - SUPPLIES

20-020-58200	POSTAGE & SHIPPING	15,000	15,000
20-020-58201	OFFICE SUPPLIES	5,000	5,000
20-020-58202	FLOWERS/GIFTS/PLAQUES	300	300

20-020-58203	BASIC OPERATING SUPPLIES	2,000	2,000
20-020-58205	MINOR EQUIPMENT: OFFICE	3,000	3,000
20-020-58207	MV REPAIR & MAINTENANCE	10,400	10,400
20-020-58208	UNIFORMS & SUPPLIES	6,000	6,000
20-020-58211	WATER SUPPLIES	0	0
20-020-58214	FINANCE CHARGES	1,800	60,000
20-020-58222	MINOR TOOLS	0	0
20-020-58223	EQUIPMENT	3,000	3,000
20-020-58224	MISC. TOOLS/SUPPLIES	4,000	4,000
20-020-58227	ICE & INCLEMENT WEATHER	0	0
20-020-58230	CHEMICALS	35,000	50,000
20-020-58231	WATER METERS	0	20,000
20-020-58232	FIRE HYDRANTS	10,000	10,000
20-020-58233	ROAD BASE MATERIAL - MAIN BREA	0	0
20-020-58234	SAND	0	0
20-020-58253	SAFETY EQUIPMENT & SUPPLIES	2,874	2,874
20-020-58260	BUILDING & FACILITIES REPAIRS	3,984	3,984
20-020-58265	FACILITIES MAINT SUPPLIES	500	500
20-020-58266	MINOR EQUIPMENT: FIELD	2,850	2,850
20-020-58268	SUBSCRIPTIONS & PUBLICATIONS	750	750
20-020-58270	MV FUEL	40,000	50,000
20-020-58281	WATER DISTRIBUTION SUPPLIES	135,000	135,000
20-020-58282	WATER PRODUCTION SUPPLIES	50,000	50,000
		331,458	434,658

Group: 60 - UTILITIES

20-020-58300	ELECTRICITY	100,000	115,000
20-020-58301	NATURAL GAS	0	0
20-020-58304	MOBILE TELEPHONE	5,700	5,700
20-020-58305	COMMUNICATION SERVICES	6,132	6,132
		111,832	126,832

Group: 65 - CONTRACTUAL SERVICES

20-020-58400	TRAVEL & TRAINING	5,000	5,000
20-020-58401	CONSULTANTS & PROFESSIONALS	25,000	25,000
20-020-58402	ADVERTISING & LEGAL NOTICES	1,000	1,000
20-020-58403	PRINTING & BINDING	0	0
20-020-58404	PROPERTY & LIABILITY	5,500	8,100
20-020-58407	DUES & MEMBERSHIPS	555	555
20-020-58409	PERMITS & APPLICATIONS	5,500	5,500
20-020-58410	LAB TESTING	20,000	20,000
20-020-58411	PROPERTY DAMAGE	2,500	2,500
20-020-58412	OTHER RENTAL	0	0
20-020-58414	FINANCE CHARGES	0	0
20-020-58416	LEGAL/CITY ATTORNEY	0	50,000
20-020-58417	ACCOUNTING & AUDITOR	13,500	13,500
20-020-58418	CONTRACTUAL SERVICES	0	20,000
20-020-58424	ENGINEERING/CITY ENGINEER	36,000	36,000
20-020-58425	SOLID WASTE COLLECTION	2,000	2,000
20-020-58426	SOFTWARE TECH SUPPORT	3,000	30,000
20-020-58427	EQUIPMENT TECH SUPPORT	10,000	10,000
20-020-58437	PUBLIC SAFETY ALERT SYSTEM	2,750	2,750
20-020-58438	IT CONTRACT	3,852	3,852
20-020-58442	WATER MAIN MAINTENANCE	0	0
20-020-58443	WELL SITE MAINTENANCE	25,000	25,000

20-020-58444	EQUIPMENT MAINTENANCE	5,000	5,000
20-020-58447	WATER TANK MAINTENANCE	35,000	35,000
20-020-58448	BUILDING MAINT - WELL SITES	3,000	3,000
20-020-58451	EQUIPMENT RENTAL	8,000	8,000
20-020-58452	VEHICLE LEASE	52,000	52,000
20-020-58469	WATER DISTRIBUTION CONTRACTUAL	45,000	45,000
20-020-58470	WATER PRODUCTION CONTRACTUAL	150,000	200,000
		459,157	608,757

Group: 70 - TRANSFERS & RESTRICTED FUNDS

20-020-58716	PAYING AGENT FEES	0	
20-020-58735	2010 REFUNDING	76,500	
20-020-58736	2012 REFUNDING	107,650	
20-020-58741	TRANSFER TO GENERAL FUND	200,000	
20-020-58745	FRANCHISE FEES	129,978	
20-020-58746	2014 TWDB COB	40,534	44,373
20-020-58748	2016 TWDB COB	53,689	58,423
20-020-58749	PP FINANCE CONTRACT 6804	18,419	18,419
20-020-58755	2015 COB	45,675	30,491
20-020-58756	2019 COOS - TWDB - FT WORTH WT	0	509,195
20-020-58757	WP CO S21 DEBT SERVICE	0	340,775
20-020-58758	GOV CAP 9371 DEBT SERVICE	0	82,373
20-020-58764	TRANSFER TO WASTEWATER FUND	400,000	400,000
		1,072,445	1,484,048

Group: 75 - CAPITAL OUTLAY

20-020-58600	OFFICE EQUIPMENT	0	0
20-020-58601	VEHICLES	0	0
20-020-58602	TECHNOLOGY PROJECTS	12,500	12,500
20-020-58604	EQUIPMENT: HEAVY	100,000	100,000
20-020-58610	FACILITIES: CITY BUILDINGS	0	0
20-020-58611	WATER PURCHASES (EMER WATER)	0	0
20-020-58612	SOFTWARE	0	0
20-020-58646	UTILITIES: WATER DISTRIBUTION	0	0
		112,500	112,500

WATER FUND TOTAL REVENUE;	3,112,082	3,685,286
WATER FUND TOTAL EXPENSE:	2,953,798	3,681,876
WATER FUND NET PROFIT/LOSS:	158,284	3,409

Fund: 30 - WASTEWATER FUND		FY 2022-2023	FY 2023-2024
		Total Budget	Total Budget
DEPARTMENT 030 - WASTEWATER			
Group: 15 - ADMINISTRATIVE FEES			
30-030-45005	INTEREST REVENUE	15,468	15,468
Group: 35 - OTHER REVENUE			
30-030-45041	REFUNDS/BANK CREDITS	3,261	3,261
30-030-45049	GRANT REVENUE	0	0
30-030-46088	SALE OF ASSETS	0	0
		3,261	3,261
Group: 40 - TRANSFERS			
30-030-46094	TRANSFER FROM WATER	400,000	400,000
Group: 45 - UTILITY REVENUE			
30-030-45000	USER CHARGES	620,000	973,067
30-030-45003	TAP FEES	667	667
30-030-45004	IMPACT FEES	125,000	125,000
		745,667	1,098,734
Group: 50 - PERSONNEL			
30-030-58100	SALARIES	90,000	93,115
30-030-58101	PAYROLL EXPENSE	561	1,495
30-030-58102	WORKERS COMPENSATION	1,072	3,383
30-030-58103	HEALTH INSURANCE	8,076	18,480
30-030-58104	RETIREMENT	2,791	17,226
30-030-58105	UNEMPLOYMENT INSURANCE	25	180
30-030-58107	CELL PHONE STIPEND	561	1,080
30-030-58109	CERTIFICATE PAY	1,118	1,920
30-030-58110	OVERTIME	2,215	10,000
30-030-58125	DENTAL INSURANCE	514	1,128
30-030-58126	LIFE INSURANCE	121	346
30-030-58129	LONGEVITY PAY		600
		107,054	148,953
Group: 55 - SUPPLIES			
30-030-58200	POSTAGE & SHIPPING	2,000	2,000
30-030-58201	OFFICE SUPPLIES	1,200	1,200
30-030-58203	BASIC OPERATING SUPPLIES	1,200	1,200
30-030-58205	MINOR EQUIPMENT: OFFICE	1,000	1,000
30-030-58206	MV OILS, LUBRICANTS & FLUIDS	500	500
30-030-58207	MV REPAIR & MAINTENANCE	2,400	2,400
30-030-58208	UNIFORMS & SUPPLIES	2,000	2,000
30-030-58212	WASTEWATER SUPPLIES	4,000	4,000
30-030-58222	MINOR TOOLS	0	0
30-030-58223	EQUIPMENT	2,900	2,900
30-030-58224	MISC. TOOLS/SUPPLIES	1,000	1,000
30-030-58227	ICE & INCLEMENT WEATHER	0	0
30-030-58230	CHEMICALS	75,000	75,000
30-030-58240	BELT PRESS SUPPLIES	0	0
30-030-58253	SAFETY EQUIPMENT & SUPPLIES	2,775	2,775
30-030-58260	BUILDING & FACILITIES REPAIRS	5,000	5,000
30-030-58264	WW CHEMICALS	0	0
30-030-58265	FACILITIES MAINT SUPPLIES	0	0

Item 3.

30-030-58270	MV FUEL	5,000	5,000
30-030-58279	WASTEWATER COLLECTION	35,000	35,000
30-030-58280	WASTEWATER TREATMENT	10,000	10,000
		150,975	150,975

Group: 60 - UTILITIES

30-030-58300	ELECTRICITY	65,000	90,000
30-030-58305	COMMUNICATION SERVICES	0	0
		65,000	90,000

Group: 65 - CONTRACTUAL SERVICES

30-030-58400	TRAVEL & TRAINING	3,500	3,500
30-030-58402	ADVERTISING & LEGAL NOTICES	0	0
30-030-58404	PROPERTY & LIABILITY	5,500	8,100
30-030-58405	REPAIR & MAINTENANCE	7,650	7,650
30-030-58407	DUES & MEMBERSHIPS	500	500
30-030-58409	PERMITS & APPLICATIONS	3,500	3,500
30-030-58410	LAB TESTING	21,000	21,000
30-030-58414	FINANCE CHARGES	0	0
30-030-58417	ACCOUNTING & AUDITOR	10,000	10,000
30-030-58418	CONTRACTUAL SERVICES	12,000	12,000
30-030-58424	ENGINEERING/CITY ENGINEER	12,000	12,000
30-030-58425	SLUDGE HAULING	90,000	90,000
30-030-58438	IT CONTRACT	3,852	3,852
30-030-58445	LIFT STATION EQUIPMENT MAINTENANCE	30,000	30,000
30-030-58449	LIFT STATION MAINTENANCE	0	0
30-030-58450	GOVERNMENT & MISC OPERATING	3,000	3,000
30-030-58451	EQUIPMENT RENTAL	500	500
30-030-58467	WASTEWATER COLLECTION	0	0
30-030-58468	WASTEWATER TREATMENT	0	0
		203,002	205,602

Group: 70 - TRANSFERS & RESTRICTED FUNDS

30-030-58716	PAYING AGENT FEES	0	0
30-030-58745	FRANCHISE FEES	37,220	37,220
30-030-58750	SERIES 2017 DEBT	600,000	265,348
30-030-58766	TWDB SERIES 2021A	0	591,735
		637,220	894,303

WASTEWATER FUND TOTAL REVENUE;	1,164,396	1,517,463
WASTEWATER FUND TOTAL EXPENSE:	1,163,251	1,489,833
WASTEWATER FUND NET PROFIT/LOSS:	1,145	27,630

Item 3.

Fund: 07 - DRAINAGE FUND	FY 2022-2023 Total Budget	FY 2023-2024 Total Budget
Department: 070 - DRAINAGE		
Group: 15 - ADMINISTRATIVE FEES		
07-070-46005 INTEREST REVENUE	1,500	1,500
07-070-46104 DRAINAGE FEES	350,000	400,000
	351,500	401,500
Group: 65 - CONTRACTUAL SERVICES		
07-070-58424 ENGINEERING	0	0
Group: 70 - TRANSFERS & RESTRICTED FUNDS		
07-070-58765 COB, SERIES 2022A	0	367,150
Group: 75 - CAPITAL OUTLAY		
07-070-58625 UTILITIES - DRAINAGE	367,000	0
DRAINAGE FUND TOTAL REVENUE;	351,500	401,500
DRAINAGE FUND TOTAL EXPENSE:	367,000	367,150
DRAINAGE FUND NET PROFIT/LOSS:	-15,500	34,350



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: August 8, 2023	Department: City Admin	Presented By: Bryan Grimes
--	----------------------------------	--------------------------------------

AGENDA ITEM:

Discussion /Action: To discuss, consider, and act on to setting the date, time, and place for a public hearing on a proposed budget for the period beginning October 1, 2023 thru September 30, 2024.

BACKGROUND:

State statute requires that Council set the date, time, and location for the single Public Hearing to discuss the budget for FY 23 - 24, beginning on October 1, 2023 and ending September 30, 2024. Upon the passage of this motion, staff will place an ad with *The Community News* per state statute.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Suggested Motion: I move that the City of Willow Park hold a public hearing on the tax rate for FY 23 – 24, a period beginning on October 1, 2023 and ending on September 30, 2024 on **August 22, 2022 at 6:00 PM** at the Willow Park City Hall located at 120 El Chico Trail and:

Move that the City of Willow Park hold a public hearing on the budget for FY 23 – 24, a period beginning on October 1, 2023 and ending on September 30, 2024 on **August 22, 2022 at 6:00 PM at the Willow Park City Hall located at 120 El Chico Trail and authorize staff to place public notices as required.**

EXHIBITS:

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

	2022	2023	Change	
Total tax rate (per \$100 of value)	\$0.538450	\$0.397597	decrease of -0.140853, or -26.16%	<i>Item 4.</i>
Average homestead taxable value	\$296,517	\$335,983	increase of 39,466, or 13.31%	
Tax on average homestead	\$1,596.60	\$1,335.86	decrease of -260.74, or -16.33%	
Total tax levy on all properties	\$3,224,724	\$3,108,241	decrease of -116,483, or -3.61%	

For assistance with tax calculations, please contact the tax assessor for CITY OF WILLOW PARK at 817-596-0077 or parkercad@parkercad.org, or visit www.texas.gov/property taxes for more information.

NOTICE OF PUBLIC HEARING ON PROPOSED 2023-2024 FISCAL YEAR BUDGET FOR THE CITY OF WILLOW PARK

The City of Willow Park City Council will hold a public hearing on the proposed 2023-2024 fiscal year budget at a City Council meeting at 6:00 p.m. on August 22, 2023, in the Willow Park City Hall, Council Chambers, 120 El Chico Trl., Suite A, Willow Park, Texas.

This budget will raise more total property taxes than last year's budget by \$167,369 or 11.08% and of that amount \$167,369 is tax revenue from new property added to the tax roll this year. The public is encouraged to review the City's proposed budget on the City of Willow Park website at www.willowpark.org or view a paper copy of the budget in the City Secretary's office.

The public may comment by providing written comments either through the mail at the following address: 120 El Chico Trl., Suite A, Willow Park, Texas 76087, or by email at cdozier@willowpark.org. Any written comments received by the City on or prior to 5:00 p.m. on the day of the public hearing will be included with information provided to the City Council for their consideration.

Members of the public are encouraged to provide input through any means available and/or to participate in the public hearing in person.

Crystal Dozier

City Secretary
City of Willow Park



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: August 8, 2023	Department: Legislative	Presented By: Assistant City Manager
--	-----------------------------------	--

AGENDA ITEM:

Discussion/Action: to consider redirecting the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency from the new sanitary sewer line along Bankhead Highway to the Wastewater Effluent Line Project.

BACKGROUND:

At the April 11, 2023 city council meeting, the City Council approved the ARPA funding to construct a new sanitary sewer line along Bankhead Highway from Ranch House Road to the east city limits. Staff is requesting to redirect the ARPA funds to the Wastewater Effluent Line Project.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the use of the funds from the American Rescue Plan Act to the Wastewater Effluent Line Project

EXHIBITS:

RECOMMENDED MOTION:

A motion to redirect the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency from the new sanitary sewer line along Bankhead Highway to the Wastewater Effluent Line Project.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: August 8, 2023	Department: Administration	Presented By: Bryan Grimes
--	--------------------------------------	--------------------------------------

AGENDA ITEM:

Discussion/Action: to approve a joint ordinance and extraterritorial jurisdiction (“ETJ”) boundary agreement with the City of Aledo to release and transfer a 31.247 acre tract of property to the City of Willow Park’s ETJ.

BACKGROUND:

At their last City Council Meeting, the City of Aledo agreed to release from their extraterritorial jurisdiction by Joint Ordinance and Boundary Agreement the four tracts of land totaling 31.247 acres, situated in the Eliza Oxer Survey, Abstract 1031 (see Exhibit “A”), and owned by Dustin K. and Jayme L. Haney, Co-Trustees of the Haney Revocable Trust.

STAFF/BOARD/COMMISSION RECOMMENDATION:

City Staff recommends that this Ordinance be passed which will establish the extraterritorial jurisdiction boundary lines set forth. Approval will incorporate these properties within the extraterritorial jurisdiction of the City of Willow Park, with the intent of annexation as soon as possible.

EXHIBITS:

- Joint Ordinance and Boundary Agreement
- Exhibit “A” – Metes & Bounds Survey
- Willow Park ETJ Map – expanded area with new proposed boundary

RECOMMENDED MOTION:

Approval of the Joint Ordinance and Boundary Agreement for the adjustment of extraterritorial jurisdiction boundaries between the City of Aledo to the City of Willow Park.

CITY OF WILLOW PARK ORDINANCE NO. _____
CITY OF ALEDO ORDINANCE NO. 2023-182
JOINT ORDINANCE AND BOUNDARY AGREEMENT

WHEREAS, the CITY OF ALEDO, Texas (“ALEDO”), is home rule city located in Parker County, acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the CITY OF WILLOW PARK (“WILLOW PARK”) is a Type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, ALEDO and WILLOW PARK share an extraterritorial jurisdiction (“ETJ”) boundary; and

WHEREAS, ALEDO and WILLOW PARK desire to adjust the boundary between the ETJ of the two cities to promote orderly development to ensure public safety and effective delivery of municipal services; and

WHEREAS, Section 42.023 of the Texas Local Government Code authorizes a municipality to reduce its ETJ by ordinance approved by its governing body; and

WHEREAS, ALEDO and WILLOW PARK have established their inhabitants at greater than 5,000 and each has an ETJ of one mile.

NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF ALEDO AND THE CITY COUNCIL OF THE CITY OF WILLOW PARK THAT:

SECTION 1.

Pursuant to Section 42.023 of the Texas Local Government Code, ALEDO agrees to release and hereby releases the 31.247-acre tract located in ALEDO’s ETJ, as depicted and described in Exhibit “A,” for the sole benefit of WILLOW PARK, and WILLOW PARK hereby agrees to accept the tract into its ETJ.

WILLOW PARK and ALEDO agree that, by this release, the boundary between WILLOW PARK’s ETJ and ALEDO’s ETJ shall be the eastern edge of the property as depicted and described in Exhibit A.

SECTION 2.

This Ordinance shall be cumulative of all provisions of the ordinances of the City of Aledo and the City of Willow Park, except where the provisions of this Ordinance are in direct

conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

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

SECTION 4.

The City of Aledo and the City of Willow Park do hereby covenant and agree to protect, preserve and defend the herein described boundary adjustment.

SECTION 5.

The City of Aledo and the City of Willow Park agree and ordain that the adoption by both cities of this Joint Ordinance and Boundary Agreement, and the boundary change resulting from this Agreement do not mitigate, diminish, or lessen in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations, or extraterritorial jurisdiction claims made by the other party.

SECTION 6.

This Joint Ordinance and Boundary Agreement shall become effective and shall become a binding agreement upon the City of Aledo and the City of Willow Park by the adoption of same in regular open city council meetings of the City of Aledo and the City of Willow Park.

SECTION 7.

The Mayor of each city shall execute this Joint Ordinance and Boundary Agreement, upon adoption by both cities, in duplicate originals.

PASSED AND APPROVED by the City Council of the City of Willow Park on this ____ day of _____, 2023.

Doyle Moss, Mayor

ATTEST:

Crystal Dozier, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Pat Chesser, City Attorney

PASSED AND APPROVED by the City Council of the City of Aledo on this ____ day
of _____, 2023.

Nick Stanley, Mayor

ATTEST:

Deana McMullen, City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

EXHIBIT A

1,361,137 Square Feet or 31.247 Acres
Eliza Oxe Survey, Abstract No. 1031
Parker County, Texas

BEING a tract of land situated in the Eliza Oxe Survey, Abstract Number 1031, Parker County, Texas, and being all of Tracts 1-3 as described by deed to Dustin Kyle Haney and Jayme Lynne Haney as recorded in Document Number 202200494, Deed Records, Parker County, Texas (DRPCT), and being more particularly described by metes and bounds as follows: Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.)

BEGINNING at a found 1/2-inch capped iron rod marked "CTLS" for the northwest corner of the said Haney tracts, same being the most northerly corner of Lot 7, Block 1, West Oaks Homesites, Section 3, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 48, Plat Records, Parker County, Texas (PRPCT), and being the most easterly corner of Lot 8 of said Block 1, and also being in the south right-of-way line of East Bankhead Highway (a variable width right-of-way);

THENCE North 86°59'14" East, with the common line between the said Haney tracts and the said south right-of-way line, a distance of 633.84 feet to a found 1/2-inch iron rod for the northeast corner of the aforesaid Haney Tract 2, same being the northwest corner of a tract of land as described by deed to Stillwater Meadow, LLC as recorded in Document Number 201522788, DRPCT;

THENCE with the common line between the said Haney tracts and the said Stillwater Meadow, LLC tract the following courses and distances:

South 08°57'20" East, a distance of 275.39 feet to a found 1/2-inch iron rod;

South 04°31'02" West, a distance of 551.53 feet to a found 1/2-inch iron rod for the southeast corner of the aforementioned Haney Tract 1, same being the southwest corner of the said Stillwater Meadow, LLC tract, and being in the north line of the aforementioned Haney Tract 3;

North 89°25'19" East, a distance of 170.89 feet to a set 5/8-inch capped iron rod marked "BHB INC" for the northeast corner of the said Haney Tract 3, same being the southeast corner of the said Stillwater Meadow, LLC tract, and being in the west line of Lot 15, Block 1, Shadow Creek Ranch, an addition to Parker County, Texas as shown on the plat recorded in Volume 2088, Page 1115, PRPCT;

THENCE South 04°48'06" West, with the common line between the said Haney tracts and said Lot 15, a distance of 232.66 feet to a found 1/2-inch iron rod;

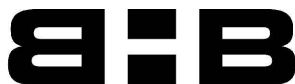
THENCE South 00°14'50" East, continuing with the said common line, passing at a distance of 158.26 feet, a point for the southwest corner of said Lot 15, same being the northwest corner of Lot 12, Block 1, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Cabinet C, Page 341, PRHCT, same being the most northerly corner of Lot 13 of said Block 1, Shadow Creek Phase II, and now continuing with the common line between the said Haney tracts and said Shadow Creek Phase II in all for a total distance of 852.83 feet to a found 1/2-inch iron rod for the southeast corner of the aforesaid Haney Tract 3, same being the southwest corner of Lot 15 of said Block 1, Shadow Creek Phase II, and being in the north line of Lot 16 of said Block 1, Shadow Creek Phase II;

THENCE South 88°49'15" West, continuing with the common line between the said Haney Tracts and said Shadow Creek Phase II, passing at a distance of 378.98 feet, a point for the northwest corner of said Lot 16, same being the northeast corner of a remainder tract of land as described by deed to Bailey Ranch, a Texas Limited Partnership as recorded in Volume 2018, Page 163, DRPCT and now continuing with the common line between the said Haney tracts and the said Bailey Ranch tract, in all for a total distance of 761.04 feet to a found 1/2-inch capped iron rod marked "CARTER ALEDO" for the southwest corner of the said Haney Tract 3, same being the southeast corner of Lot 35, Block 2, West Oaks Homesites, Section 1, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 34, PRPCT, and being the southeast corner of Lot 34 of said Block 2;

THENCE North 00°48'29" West, with the common line between the said Haney tracts and said West Oaks Homesites, Section 1, passing at a distance of 1507.28 feet, a point for the northeast corner of said West Oaks Homesites, Section 1, same being the southeast corner of the aforementioned Block 1, West Oaks Homesites, Section 3 from which a found 1/2-inch iron rod bears North 88°55'59" West, a distance of 1.88 feet, and now continuing with the common line between the said Haney tracts and the said West Oaks Homesites, Section 3 in all for a total distance of 1887.32 feet to the **POINT OF BEGINNING** and containing 1,361,137 feet or 31.247 acres of land more or less.

SURVEYOR'S CERTIFICATION

I, Robert A. Lee, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure.



BAIRD, HAMPTON & BROWN

engineering and surveying

6300 Ridglea Place, Suite 700 Fort Worth, TX 76116
jmargotta@bhinc.com • 817.338.1277 • bhinc.com
TBPELS Firm #44, #10011300

Robert A. Lee
State of Texas Registered Professional Land Surveyor
No. 6895

Date: July 11, 2023





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: August 8, 2023	Department: Administration	Presented By: Bryan Grimes
--	--------------------------------------	--------------------------------------

AGENDA ITEM:

Discussion/Action: to consider a developer’s agreement with Haney Revocable Trust, Dustin Kyle and Jayme Lynne Haney, Co-Trustees, for the annexation and development of 31.247 acres of property to be located in the City of Willow Park Extraterritorial Jurisdiction.

BACKGROUND:

Four tracts of land totaling 31.247 acres, situated in the Eliza Oxe Survey, Abstract 1031 (see Exhibit “A”), and owned by Dustin K. and Jayme L. Haney, Co-Trustees of the Haney Revocable Trust are proposed for commercial development.

Property owners have requested water and sewer service, which the City of Willow Park can provide once the properties are within its extraterritorial jurisdiction (ETJ). A Joint Ordinance and Boundary Agreement between the City of Aledo and the City of Willow Park, currently in progress, will release the properties from Aledo’s ETJ and incorporate them into Willow Park’s ETJ. The Developer’s Agreement provides terms for these services and includes the properties’ immediate annexation into the City of Willow Park following incorporation into its ETJ.

STAFF/BOARD/COMMISSION RECOMMENDATION:

City Staff recommends that the Developer’s Agreement be approved which will establish terms for Willow Park’s utility service and property owners’ commitment to immediate annexation.

EXHIBITS:

- Developer’s Agreement
- Exhibit “A” – Metes & Bounds Survey
- Exhibit “A-1” – Topography
- Exhibit “B” – Petition Requesting Annexation by Area Landowners
- Exhibit “C” – Annexation Services Agreement
- Willow Park ETJ Map with revised ETJ boundaries

RECOMMENDED MOTION:

Approval of the Developer’s Agreement for properties owned by Dustin and Jayme Haney, as presented.

**CITY OF WILLOW PARK
DEVELOPER’S AGREEMENT
FOR THE
DEVELOPMENT OF 31.247 ACRES**

**STATE OF TEXAS §
 §
COUNTY OF PARKER §**

THIS AGREEMENT is entered into on the ___ day of _____, 2023 (the “Effective Date”), between the City of Willow Park, Texas, hereinafter referred to as the "CITY", and Haney Revocable Trust, whose address is _____, Texas _____, hereinafter referred to as the "DEVELOPER". The CITY and the DEVELOPER are sometimes referred to herein as the “Parties.”

RECITALS

WHEREAS, the DEVELOPER has requested the CITY to serve a 31.247 acre tract of land situated in the Eliza Oxer Survey, Abstract Number 1031, Parker County, Texas, and being all of Tracts 1-3 as described by deed to Dustin Kyle Haney as recorded in Document Number 202200494, Deed Records, Parker Count, Texas and being more particularly described by metes and bounds as set forth in attached Exhibit “A” (the “Property”) with water and sewer service; and

WHEREAS, the Property will be developed into a commercial development, with the first building being built as a fitness facility; and

WHEREAS, the Property is located in the extraterritorial jurisdiction (“ETJ”) of the City of Aledo (“Aledo”); and

WHEREAS, in furtherance of the development of the Property, the parties have negotiated certain matters regarding the development of the Property as set forth in this Agreement; and

WHEREAS, this Agreement shall operate as a covenant running with the land and shall be binding upon the DEVELOPER and its representatives, officers, agents, servants, employees, successors and assigns.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

A. INCORPORATION OF PREMISES

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

B. TERM

This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to sign the Agreement (the "Effective Date"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties, termination because of the failure of a condition precedent as provided herein, or until all obligations in the Agreement have been fulfilled (the "Term"). The CITY shall have the right to terminate this Agreement and terminate water and sewer service to the Property (i) for the failure of the DEVELOPER to complete any condition precedent in this Agreement within one (1) year after the Effective Date of this Agreement, by giving DEVELOPER thirty (30) days prior written notice; (ii) for the failure of the DEVELOPER to fail to perform and/or breach any term of this Agreement, by giving DEVELOPER thirty (30) days prior written notice of the breach and DEVELOPER does not cure same within thirty (30) days; and (iii) THE CITY SHALL HAVE NO LIABILITY, AND THE DEVELOPER WAIVES ALL CAUSES OF ACTION, CLAIMS FOR REIMBURSEMENT, AND ALL LEGAL AND/OR EQUITABLE RELIEF IN THE EVENT THAT THE CITY TERMINATES THIS AGREEMENT AND WATER AND SEWER SERVICE AS PROVIDED HEREIN.

C. DEVELOPER OBLIGATIONS

1. Release from Aledo ETJ. The CITY is prohibited from serving the Property with water and sewer service because the Property is located within the ETJ of the City of Aledo. A condition precedent to the CITY'S obligations under this Agreement is Aledo releasing the Property from its ETJ and transferring the Property to the ETJ of the CITY. DEVELOPER shall at its sole cost and expense obtain the release of the Property from Aledo's ETJ and transfer the Property to the ETJ of the CITY.

2. Annexation. A CITY ordinance contained in Section 13.04.005 of the CITY Code of Ordinances provides that before the owner of any land can be served by any sanitary sewer system of the CITY the owner must obtain annexation of the land or

request annexation within ninety (90) days after the date of the request for sewer service. A condition precedent to the CITY'S obligations under this Agreement to provide water and sewer service is DEVELOPER shall upon execution of this Agreement: (i) submit a signed petition for annexation to the CITY pursuant to Section 43.0671 of the Local Government Code requesting that the CITY annex the Property in accordance with Exhibit B attached hereto and incorporated herein (which will not be effective until the Contiguous Annexation, as defined below, is complete; (ii) agree on an annexation services agreement with the CITY pursuant to Section 43.0672(a) of the Local Government Code for the Property, in accordance with Exhibit C attached hereto and incorporated herein (which will not be effective until the Contiguous Annexation, as defined below, is complete; and (iii) complete annexation of the Property no later than one (1) year after the Effective Date of this Agreement. DEVELOPER acknowledges and agrees that annexation of the Property into the City limits of the CITY, is a condition precedent to the validity of this Agreement and that the provision of water and/or sewer service to the Property shall be considered temporary until the Property is annexed. In the event that the Property is not annexed within the time required above, the CITY shall have the right to terminate the Agreement, and upon termination of the Agreement, neither the CITY nor the DEVELOPER shall have any liability to one another because of such termination and/or the CITY'S decision to not serve the Property with water and sewer service. DEVELOPER agrees that it shall not oppose the City's filing with the Public Utility Commission or any other applicable regulatory agency to cease water and/or sewer service to the Property because of the CITY'S decision to terminate this Agreement and/or water and/or sewer service. DEVELOPER further acknowledges and agrees that (i) the Property is not currently contiguous with the city limits of the CITY and annexation of the Property is contingent on the CITY annexing property contiguous with the Property and the CITY limits (the "Contiguous Annexation"); and (ii) the City cannot guarantee or warrant that the CITY will be able to complete the Contiguous Annexation since it is contingent on the owners of that property voluntarily requesting annexation, but the City will use reasonable efforts to complete the Contiguous Annexation. The DEVELOPER acknowledges receipt of the following written disclosure as required by Local Government Code Section 212.172(b-1) and (b-2):

DEVELOPER understands that it is not required to enter into this Agreement. The CITY is annexing the Property described herein (the "Annexed Property") on a request by DEVELOPER and/or the owners of the Property, as the owner of the Annexed Property, to annex the Annexed Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) DEVELOPER shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of

general circulation in the area and public notice on the City's website; (d) the CITY will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Annexed Property area; and (e) the CITY will conduct a public hearing on the annexation and adopt an ordinance annexing the Annexed Property. The annexation of the Annexed Property, and the procedures applicable to the annexation, require the DEVELOPER'S consent. The CITY, by entering into the Annexation Services Agreement, has waived its immunity to suit, pursuant to Section 212.172 of the Local Government Code.

3. Public Improvements. All required public and private infrastructure improvements, including water and sewer infrastructure, shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the Subdivision Ordinance and other Regulations of the CITY, and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Ordinance of the CITY and this Agreement. Public Improvements shall mean the following public improvements that must be designed, constructed and/or paid for by the DEVELOPER, including, streets, sidewalks, street signage, street lighting and utilities, including water, sanitary sewer, drainage and electricity infrastructure. Without limiting the foregoing, DEVELOPER shall provide the following utilities:

A. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer, in accordance with all City requirements and regulations. DEVELOPER will be responsible for trenching, laying of water lines and all appurtenances, backfilling, and flushing of the lines prior to being put into service. The CITY will inspect all aspects of the project and take the final samples of water quality prior to being put into service.

B. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The DEVELOPER agrees to comply with all applicable EPA, TCEQ and other Federal, State and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees to construct the necessary drainage facilities within the Property. These facilities shall be

designed and constructed in accordance with the CITY's Subdivision Ordinance, and the Construction Plans submitted by the DEVELOPER to the CITY. The DEVELOPER agrees to comply with all provisions of the Texas Water Code.

C. SEWER

All required on-site and off-site sanitary sewer mains, manholes and other sanitary sewer improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and approved by the CITY, and in accordance with the Subdivision Ordinance, the Public Improvement Specifications, and all applicable codes, standards, and regulations. DEVELOPER's obligations shall include extending the sanitary sewer mains from the Property to the CITY's existing water main. DEVELOPER shall also be responsible for tap fees to access the sewer main and for extending the service lines from the main to the buildings built on the Property.

The DEVELOPER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of plans and specifications for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications. Engineering studies, plan/profile sheets, and other construction documents (hereinafter referred to as the "Construction Plans") prepared by the licensed engineer shall be provided by the DEVELOPER at the time of platting as required by the Subdivision Ordinance. Such documents shall be approved by the City Engineer or his agent prior to approval and filing of a Final Plat. Construction of such improvements shall not be initiated until a Pre-Construction Conference has been conducted regarding the proposed construction.

In accordance with the Subdivision Ordinance of the CITY, construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the DEVELOPER, his engineer and/or agent of responsibility for the design, construction and maintenance of the improvements as set out in this Agreement and relevant ordinances of the CITY.

Upon completion of construction of public improvements as required by this Agreement and the Subdivision Ordinance, the DEVELOPER shall deliver to the CITY As-Built construction plans for the public improvements constructed or engineered by the DEVELOPER.

No building permits will be issued for the Property until all public improvements have

been installed and inspected and a Final Letter of Acceptance has been issued by the CITY.

The CITY will not issue a Final Letter of Acceptance until the Property's public improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Addition.

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a Final Letter of Acceptance, title to all public improvements mentioned herein shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the Final Letter of Acceptance is issued and the performance bond and maintenance bond as provided herein have expired.

DEVELOPER, at its sole cost and expense, will construct and extend the water and sewer infrastructure, including all private and public infrastructure necessary to connect the Property to the CITY's water and sewer system. The DEVELOPER shall construct the public infrastructure in accordance with all CITY requirements and regulations, and such public infrastructure design and construction shall be approved by the CITY'S engineer prior to beginning construction.

4. Public Improvement Bonds. After completion of the public improvements as required herein and a Letter of Acceptance (Final Completion) is issued by the CITY, the DEVELOPER shall provide the CITY with one original and one quality copy of the following bonds:

A. PERFORMANCE BOND

A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements, guaranteeing the full and faithful execution of the work and performance of this contract and for the protection of the CITY against any improper workmanship and/or materials for a period of one (1) year from the date of issuance of a Final Letter of Acceptance by the CITY.

B. PAYMENT BOND

A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.

C. MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount equal to ten percent (10%) of the total cost of the public improvements, guaranteeing the maintenance in good condition of the public improvements constructed by DEVELOPER for a period of two (2) years from and after the date that a Final Letter of Acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

5. Zoning. The DEVELOPER agrees to have the Property zoned pursuant to the Zoning Ordinance of the City prior to the issuance of any building permit on the Property.

6. Platting. The DEVELOPER agrees to plat the Property in accordance with the Subdivision Ordinance of the CITY before any building Permit(s) will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting.

7. Fees to be paid by the DEVELOPER.

A. PLAT FEES

The DEVELOPER hereby agrees to pay the CITY a plat application fee in accordance with adopted City fees, which may be amended

from time to time. Payment is due at the time of submittal.

B. CONSTRUCTION INSPECTION FEES

The DEVELOPER hereby agrees to pay the CITY construction inspection fees equal to four percent (4%) of the construction costs of water infrastructure improvements and four percent (4%) of the construction costs of drainage improvements for the Property. Payment is due prior to initiating construction of these infrastructure improvements.

C. TAP FEES, METER FEES AND IMPACT FEES

The DEVELOPER shall pay water and wastewater (sewer) tap fees, meter fees and all applicable Impact Fees at the rates in effect at the time of application is made for the service.

D. CITY OBLIGATIONS

1. The CITY shall provide water service temporarily to the Property for the existing _____ square foot building constructed on the Property after the Property is released and transferred from the ETJ of Aledo and provided that there is a water line extended and interconnected by the DEVELOPER to the City's current existing water line.

2. After the Property is annexed into the CITY limits of the CITY and is platted and zoned in accordance with all CITY laws and regulations, the DEVELOPER has constructed the public infrastructure necessary to serve the Property with water and sewer services, the CITY shall provide permanent water and sewer services to the existing building and the remainder of the Property in accordance with the Annexation Services Agreement, this Agreement and all applicable City laws and regulations.

3. If any water is sold to the DEVELOPER for use on the Property prior to annexation, the CITY will charge "Outside City Limit" water rates.

E. MISCELLANEOUS

1. VENUE

Venue for any action brought hereunder shall be in Parker County,

Texas.

2. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the CITY, which consent shall not be unreasonably withheld.

3. PARAGRAPH HEADINGS; CONSTRUCTION

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

4. GOVERNMENTAL POWERS; WAIVERS OF IMMUNITY

By execution of this Agreement, the CITY does not waive or surrender any of its governmental powers, immunities, or rights.

5. ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist.

6. NO ISRAEL BOYCOTT.

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) an agreement that

has a value of less than One Hundred Thousand Dollars (\$100,000). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. NO ENERGY COMPANY BOYCOTT

In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Chapter 2274 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; (3) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000) or (4) an agreement entered into or in connection with or relating to the issuance, sale, or delivery of notes under Subchapter H, Chapter 404, or the administration of matters related to the notes, including the investment of note proceeds, is exempt as is determined by the Texas Comptroller. Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

8. NO DISCRIMINATION AGAINST FIREARM ENTITY OR FIREARM TRADE ASSOCIATION

In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement. Chapter 2274 does not

apply to (1) a company that has fewer than ten (10) full-time employees; or (2) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement.

9. NON-WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER, its successors, heirs, assigns, grantees, trustees, and/or representatives, shall never construe this Agreement as waiving any of the requirements of the Subdivision Ordinance or any other ordinance, code, regulation or standard of the CITY.

10. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, ITS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT

BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE FINAL ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY PUBLIC IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL

CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

11. AMENDMENTS

This Agreement may be changed or modified only with the written agreement of both the DEVELOPER and the City Council of the CITY.

12. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to terminate this Agreement and exercise all remedies at law or in equity it may have under Texas law; shall be authorized to cease issuance of any further Certificates of Occupancy or building permits on property owned by the DEVELOPER; and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Parker County as a mechanic's lien against the DEVELOPER'S property; and in the alternative, the CITY shall be authorized to levy an assessment against the DEVELOPER'S property for public improvements in accordance with applicable state law.

13. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors, heirs, assigns, grantees, trustees and/or representatives.

14. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

15. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and if this Agreement has been filed in the county records, the CITY will execute a release of covenant to the DEVELOPER, its assigns, successors, grantees, trustees and/or representatives and the CITY shall file said release in the county records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

[SIGNATURE PAGE TO FOLLOW]

HANEY REVOCABLE TRUST

By: _____
Dustin Kyle Haney, Co-Trustee

By: _____
Jayme Lynn Haney, Co-Trustee

CITY OF WILLOW PARK

By: _____
Doyle Moss, Mayor

ATTEST:

By: _____
Crystal Dozier, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF PARKER §

BEFORE ME, the undersigned authority in and for Parker County, Texas, on this day personally appeared Dustin Kyle Haney and Jayme Lynne Haney, Co-Trustees of the Haney Revocable Trust, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they are the Co-Trustees of the Haney Revocable Trust, and that they executed the same on behalf of the Haney Revocable Trust for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

Type or Print Notary's Name
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF PARKER §

BEFORE ME, the undersigned authority in and for Parker County, Texas, on this day personally appeared Doyle Moss known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Willow Park and that he executed the same on behalf of the City of Willow Park for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

EXHIBIT A

1,361,137 Square Feet or 31.247 Acres
Eliza Oxe Survey, Abstract No. 1031
Parker County, Texas

BEING a tract of land situated in the Eliza Oxe Survey, Abstract Number 1031, Parker County, Texas, and being all of Tracts 1-3 as described by deed to Dustin Kyle Haney and Jayme Lynne Haney as recorded in Document Number 202200494, Deed Records, Parker County, Texas (DRPCT), and being more particularly described by metes and bounds as follows: Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.)

BEGINNING at a found 1/2-inch capped iron rod marked "CTLS" for the northwest corner of the said Haney tracts, same being the most northerly corner of Lot 7, Block 1, West Oaks Homesites, Section 3, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 48, Plat Records, Parker County, Texas (PRPCT), and being the most easterly corner of Lot 8 of said Block 1, and also being in the south right-of-way line of East Bankhead Highway (a variable width right-of-way);

THENCE North 86°59'14" East, with the common line between the said Haney tracts and the said south right-of-way line, a distance of 633.84 feet to a found 1/2-inch iron rod for the northeast corner of the aforesaid Haney Tract 2, same being the northwest corner of a tract of land as described by deed to Stillwater Meadow, LLC as recorded in Document Number 201522788, DRPCT;

THENCE with the common line between the said Haney tracts and the said Stillwater Meadow, LLC tract the following courses and distances:

South 08°57'20" East, a distance of 275.39 feet to a found 1/2-inch iron rod;

South 04°31'02" West, a distance of 551.53 feet to a found 1/2-inch iron rod for the southeast corner of the aforementioned Haney Tract 1, same being the southwest corner of the said Stillwater Meadow, LLC tract, and being in the north line of the aforementioned Haney Tract 3;

North 89°25'19" East, a distance of 170.89 feet to a set 5/8-inch capped iron rod marked "BHB INC" for the northeast corner of the said Haney Tract 3, same being the southeast corner of the said Stillwater Meadow, LLC tract, and being in the west line of Lot 15, Block 1, Shadow Creek Ranch, an addition to Parker County, Texas as shown on the plat recorded in Volume 2088, Page 1115, PRPCT;

THENCE South 04°48'06" West, with the common line between the said Haney tracts and said Lot 15, a distance of 232.66 feet to a found 1/2-inch iron rod;

THENCE South 00°14'50" East, continuing with the said common line, passing at a distance of 158.26 feet, a point for the southwest corner of said Lot 15, same being the northwest corner of Lot 12, Block 1, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Cabinet C, Page 341, PRHCT, same being the most northerly corner of Lot 13 of said Block 1, Shadow Creek Phase II, and now continuing with the common line between the said Haney tracts and said Shadow Creek Phase II in all for a total distance of 852.83 feet to a found 1/2-inch iron rod for the southeast corner of the aforesaid Haney Tract 3, same being the southwest corner of Lot 15 of said Block 1, Shadow Creek Phase II, and being in the north line of Lot 16 of said Block 1, Shadow Creek Phase II;

THENCE South 88°49'15" West, continuing with the common line between the said Haney Tracts and said Shadow Creek Phase II, passing at a distance of 378.98 feet, a point for the northwest corner of said Lot 16, same being the northeast corner of a remainder tract of land as described by deed to Bailey Ranch, a Texas Limited Partnership as recorded in Volume 2018, Page 163, DRPCT and now continuing with the common line between the said Haney tracts and the said Bailey Ranch tract, in all for a total distance of 761.04 feet to a found 1/2-inch capped iron rod marked "CARTER ALEDO" for the southwest corner of the said Haney Tract 3, same being the southeast corner of Lot 35, Block 2, West Oaks Homesites, Section 1, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 34, PRPCT, and being the southeast corner of Lot 34 of said Block 2;

THENCE North 00°48'29" West, with the common line between the said Haney tracts and said West Oaks Homesites, Section 1, passing at a distance of 1507.28 feet, a point for the northeast corner of said West Oaks Homesites, Section 1, same being the southeast corner of the aforementioned Block 1, West Oaks Homesites, Section 3 from which a found 1/2-inch iron rod bears North 88°55'59" West, a distance of 1.88 feet, and now continuing with the common line between the said Haney tracts and the said West Oaks Homesites, Section 3 in all for a total distance of 1887.32 feet to the **POINT OF BEGINNING** and containing 1,361,137 feet or 31.247 acres of land more or less.

SURVEYOR'S CERTIFICATION

I, Robert A. Lee, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure.



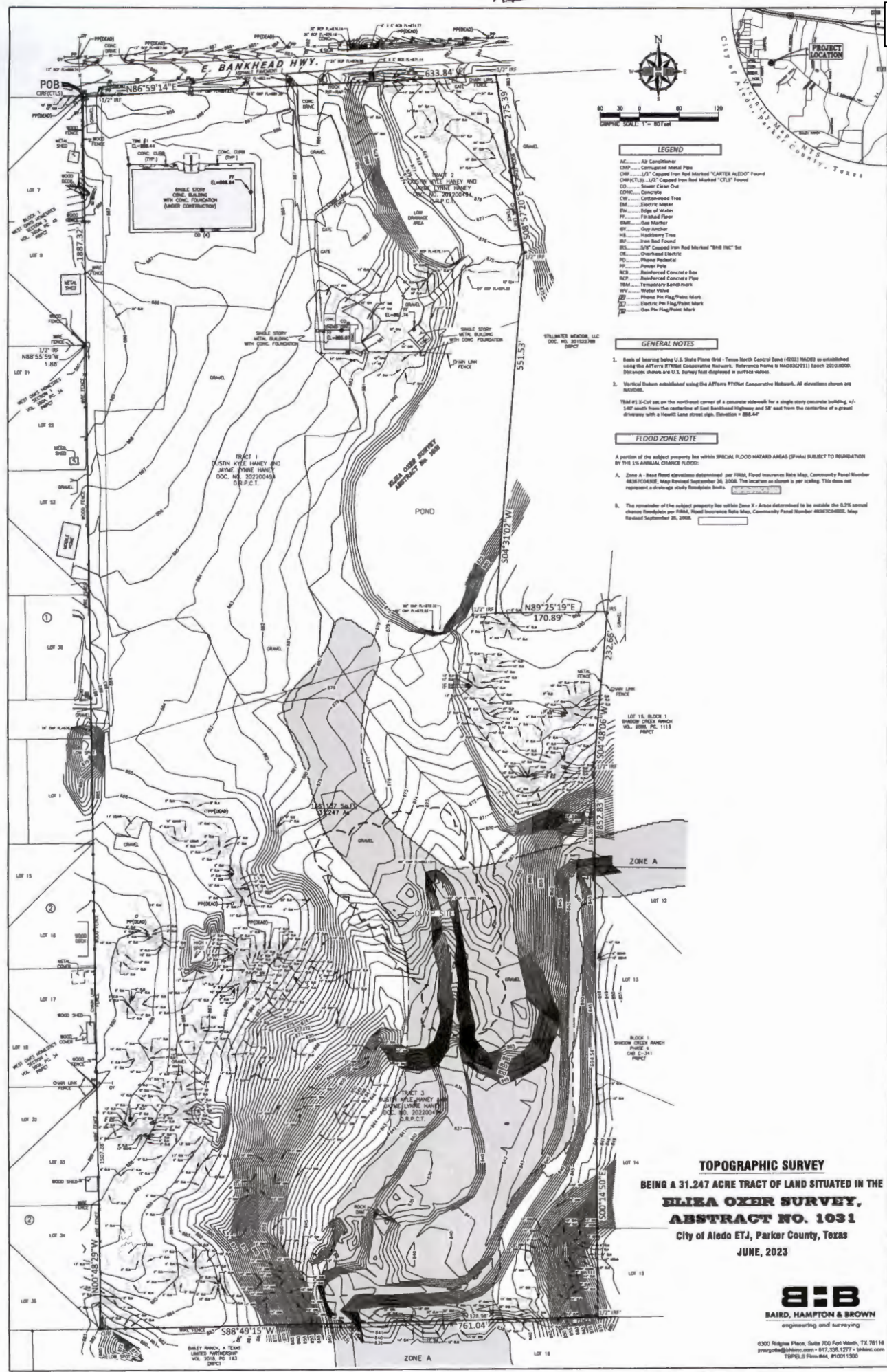
BAIRD, HAMPTON & BROWN

engineering and surveying

6300 Ridglea Place, Suite 700 Fort Worth, TX 76116
jmargotta@bhinc.com • 817.338.1277 • bhinc.com
TBPELS Firm #44, #10011300

Robert A. Lee
State of Texas Registered Professional Land Surveyor
No. 6895
Date: July 11, 2023





TOPOGRAPHIC SURVEY
 BEING A 31.247 ACRE TRACT OF LAND SITUATED IN THE
ELIZA OKER SURVEY,
ABSTRACT NO. 1031
 City of Aledo ETJ, Parker County, Texas
 JUNE, 2023



6320 Ridgeway Plaza, Suite 700 Fort Worth, TX 76116
 jprague@bhb.com • 817.336.1277 • bhb.com
 TSP/LS Firm #04, #10011300

EXHIBIT B

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

The undersigned owners of the hereinafter described property, approximately 31.247 acres as described in attached Exhibit “A” and depicted in attached Exhibit “A-1”, Dustin Kyle Haney and Jayme Lynne Haney (the “Owners”), hereby waive the requirement to be offered a development agreement pursuant to Section 43.016, and petition your honorable City Council to extend the present city limits so as to include as part of the City of Willow Park, Texas, the following described territory, to wit (the “Property”):

See attached Exhibits “A” and “A-1” which are the metes and bounds description of the approximately 31.247 acres to be annexed and a topographical survey map of the 31.247 acres, incorporated herein as though set out in full.

We, as Owners of the Property, certify that the above-described Property is contiguous and adjacent to the City of Willow Park, Texas city limits, and/or will be contiguous and adjacent to the City of Willow Park, Texas following the annexation of contiguous and adjacent land and that this petition is signed and duly acknowledged by each and every person having an interest in the Property.

Dustin Kyle Haney

Signed: _____

Jayme Lynne Haney

Signed: _____

THE STATE OF TEXAS

COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared Dustin Kyle Haney and Jayme Lynne Haney, known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office, this _____ day of _____, 2023.

Notary Public in and for
Parker County, Texas

EXHIBIT C**ANNEXATION SERVICES AGREEMENT**

This Annexation Services Agreement (hereinafter referred to as the ("Agreement")) is entered into pursuant to Section 43.0672(a) of the Texas Local Government Code, as amended, by and between the CITY OF WILLOW PARK, TEXAS, a Type A general law municipality (hereinafter referred to as the "City") and the undersigned owner of the approximately 31.247 acres, Dustin Kyle Haney and Jayme Lynne Haney (hereinafter collectively referred to as the "Owner"). The City and Owner may hereafter be referred to collectively as the "Parties" or, individually, as a "Party."

WHEREAS, the Owner owns certain real property (hereinafter referred to as the "Property") in Parker County, Texas, which is particularly described and/or depicted in Exhibit A and Exhibit A-1 which are attached hereto and is incorporated herein for all purposes; and

WHEREAS, the Property lies wholly within the City's extraterritorial jurisdiction (hereinafter referred to as the "ETJ"); and

WHEREAS, the City and Owner agree the Property is contiguous to the City's corporate limits; and

WHEREAS, the City and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended; and

WHEREAS, Sections 43.067 to 43.0673 of the Texas Local Government Code provides the process to annex property on request of the property owner; and

WHEREAS, Section 43.0672 of the Texas Local Government Code provide that "(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement"; and

WHEREAS, the City desires to enter into this Agreement with the Owner concerning the services to be provided to the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City and the Owner acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Parker County, Texas.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein. This Agreement is intended to run with the Property for a ten-year period commencing on the Effective Date and shall be recorded in the deed records of Parker County, Texas. Renewal of the Agreement shall be at the option of the City. A renewal of the Agreement may be exercised by the City Council provided the renewal is adopted by ordinance and specifically renews the Agreement for a stated period of time.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) Act. The word "Act" means Chapter 43 of the Texas Local Government Code, as amended.
- (b) Agreement. The word "Agreement" means this Annexation Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) City. The word "City" means the City of Willow Park, Texas, a Type A general law municipality.
- (d) Effective Date. The words "Effective Date" of this Agreement shall be the date of the completion of the annexation of the Property and/or the execution of this Agreement by Owner and City, whichever is later.
- (e) ETJ. The term "ETJ" refers to the City's extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (f) Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

- (g) Owner. The word "Owner" means the owner of the approximately 31.247 acres of Property described in Exhibit "A" and depicted in Exhibit "A-1" attached hereto.
- (h) Property. The word "Property" means the approximately 31.247 acres of land located within Parker County, Texas, as is more particularly described and or depicted in Exhibits "A" and "A-1" of this Agreement, which are attached hereto and incorporated herein for all purposes.
- (i) Term. The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.

In accordance with Section 43.0672 of the Act, the City will provide the following services to the Property after its annexation into the corporate limits of the City:

FIRE

Existing Services: Parker County Emergency Services District 1

Services to be Provided: The City of Willow Park receives fire suppression service from the Parker County Emergency Services District 2. Fire suppression will continue to be available to the area upon annexation through Parker County Emergency Services District 1. Fire prevention activities will be provided by the City Fire Marshall's office.

POLICE

Services to be Provided: Currently, the area is under the jurisdiction of the Parker County Sheriff's Office. Upon annexation, the City of Willow Park Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Compliance Services upon annexation. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Willow Park.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Willow Park Zoning

Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision Ordinance. These services can be provided within the department’s current budget and staff appropriation.

HEALTH CODE ENFORCEMENT SERVICE

Services to be Provided: The City of Willow Park will implement the enforcement of the City’s health ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and within the current budget appropriation.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the streets will be provided by the City of Willow Park on the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Services to be Provided: Developers will provide storm water drainage improvements at their own expense and will be inspected by the City Engineers at the time of completion. The City will then maintain the drainage improvements, upon approval, and acceptance.

STREET LIGHTING

Services to be Provided: The City of Willow Park will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Services to be Provided: The City of Willow Park Public Works Department will provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Services to be Provided: Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be proved in accordance with utility extension ordinances and the Developer’s Agreement entered into by and between the Parties, which is incorporated herein as though set out in full (the “Developer’s Agreement”). Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Services to be Provided: Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer service shall be provided in accordance with utility extension ordinances and the Developer’s Agreement. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

Services to be Provided: Solid Waste Collection shall be provided to the area upon annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

MISCELLANEOUS SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Willow Park’s established policies governing extension of municipal services to newly annexed areas.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Parker County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Parker County, Texas.
- (c) **Disclosure. Owner understands that it is not required to enter into this Agreement. The City is annexing the Property on a request by Owner, as the owner of the Property, to annex the Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Owner shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of general circulation in the area and public notice on the City’s website; (d) the City will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Property to be annexed; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Property. The annexation of the Property, and the procedures**

applicable to the annexation, require the Owner's consent. The City, by entering into this Agreement, has waived its immunity to suit, but only to the extent as provided in Section 212.172 of the Local Government Code.

- (d) Assignment. This Agreement may not be assigned without the express written consent of the other party.
- (e) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) Enforcement. This Agreement may be enforced by either the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- (i) Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (j) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (k) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to City: City of Willow Park
120 El Chico Trail
Willow Park, Texas 76087
Attn: City Manager
Telephone: 817/441-7108

if to Owner: Haney Development ____

Attn: Dustin Haney
Telephone: _____

- (l) Recording. This Agreement is intended to run with the Property for the term thereof, and upon execution by the Parties shall be recorded in the deed records of Parker County, Texas, and shall be binding upon the Property for the term only.
- (m) Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (n) Sovereign Immunity. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (o) Time is of the essence. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY OF WILLOW PARK

By: _____
Doyle Moss, Mayor

Date: _____

ATTEST:

Crystal Dozier, City Secretary

APPROVED AS TO FORM:

William P. Chesser, City Attorney

OWNER

Dustin Kyle Haney

By: _____

Date: _____

Jayne Lynne Haney

By: _____

Date: _____

STATE OF TEXAS
COUNTY OF PARKER

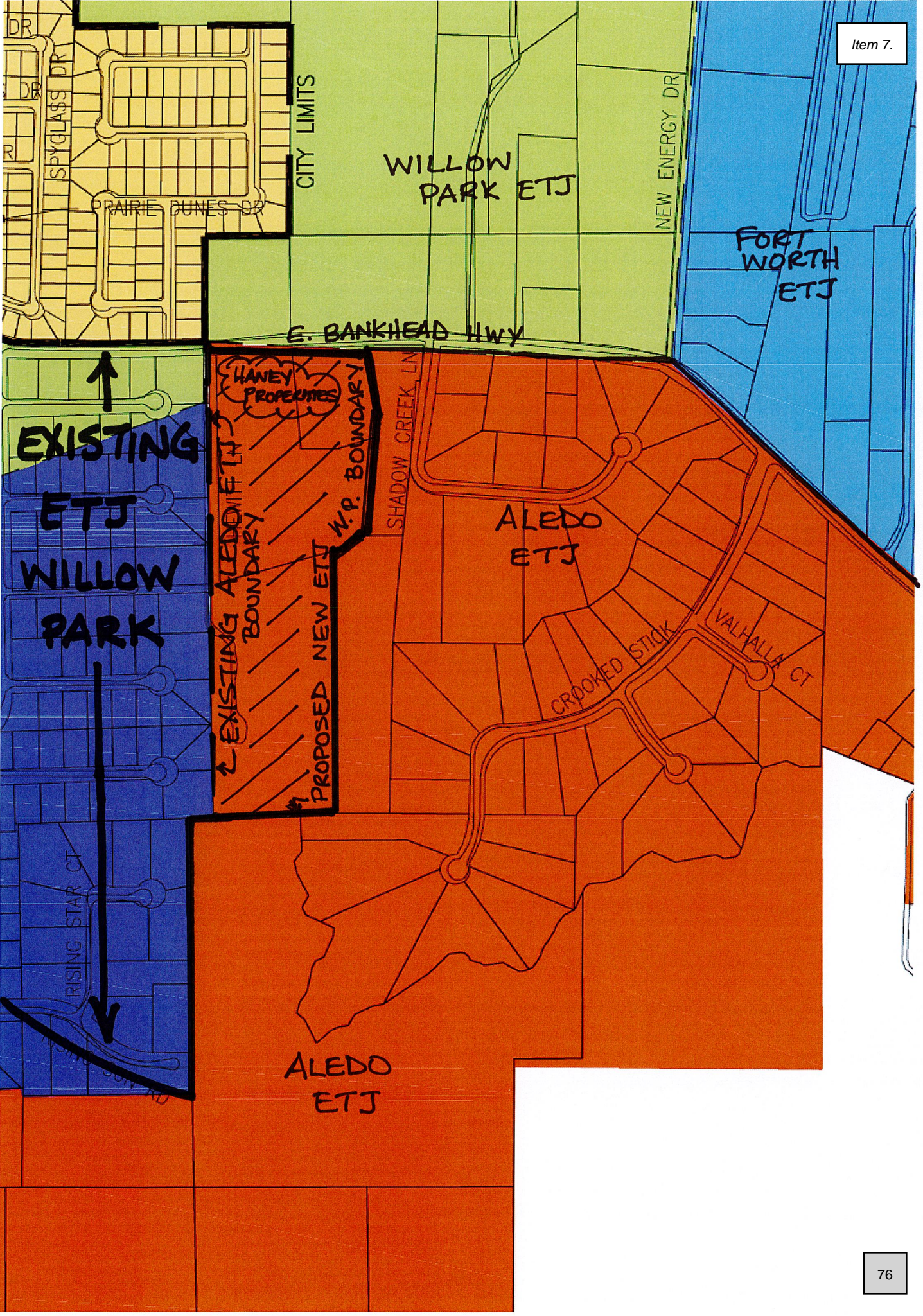
This instrument was acknowledged before me on the ____ day of _____ by Doyle Moss, Mayor of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the ____ day of _____ by Dustin Kyle Haney and Jayme Lynne Haney, as owners of the property, in their individual capacity.

Notary Public, State of Texas





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: August 8, 2023	Department: Planning & Development Department/Parks	Presented By: Toni Fisher
--	--	---

AGENDA ITEM:

Discussion & Action: Consideration and acceptance for the dedication of Kings Gate Park from Wilks Development to the City of Willow Park, and request payment for replat.

BACKGROUND:

The Planned Development Zoning District for The Shops at Willow Park, approved by City Council on October 25, 2016, Ordinance 740-16, and amended April 12, 2022, states in Paragraph 14(a) "Hike and Bike Trail: Open Space":

... "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 arca 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." ...

City staff approached Wilks Development in February 2023 to discuss its early release and dedication of Kings Gate Park to the City of Willow Park. This early transfer will accelerate the city's possession of additional public park space and allow for easier construction of the single-track hike and bike trails planned, and other park improvements.

Wilks Development agreed to the early transfer and had the park land engineered, survey, and is preparing legal documents for closing, all of which they have paid. The City proposed to pay for the Title Policy, but upon agreeing that the property needed to be replatted due to their retention of the Reserves at Trinity entrance, it was decided it was easier for Wilks to pay \$2,347.60 for the Title, and the City pay for the replat, a change since the Parks Board meeting on 8/01/23. The costs are comparable.

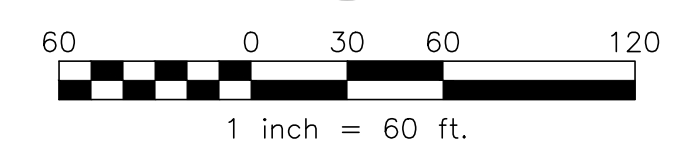
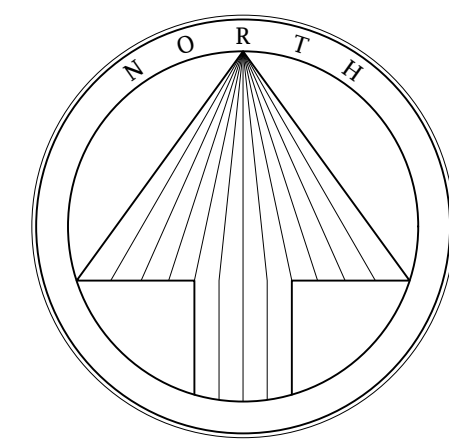
Staff is requesting City Council approval the acceptance of Kings Gate Park from Wilks Development and payment of cost for the replat, estimated at about \$2,500.

STAFF/BOARD RECOMMENDATION:

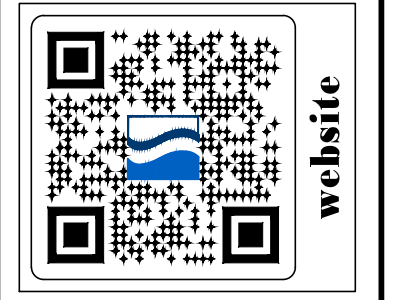
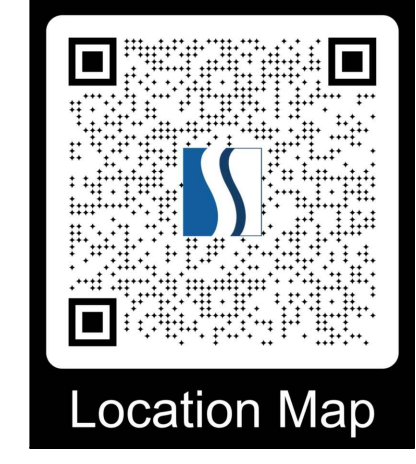
At a vote of 3-0, the Parks Board recommended the acceptance of Kings Gate Park and City payment for the Title Policy. Although the payment items have changed, the amounts are expected to be comparable, and Staff recommends the same.

RECOMMENDED MOTION:

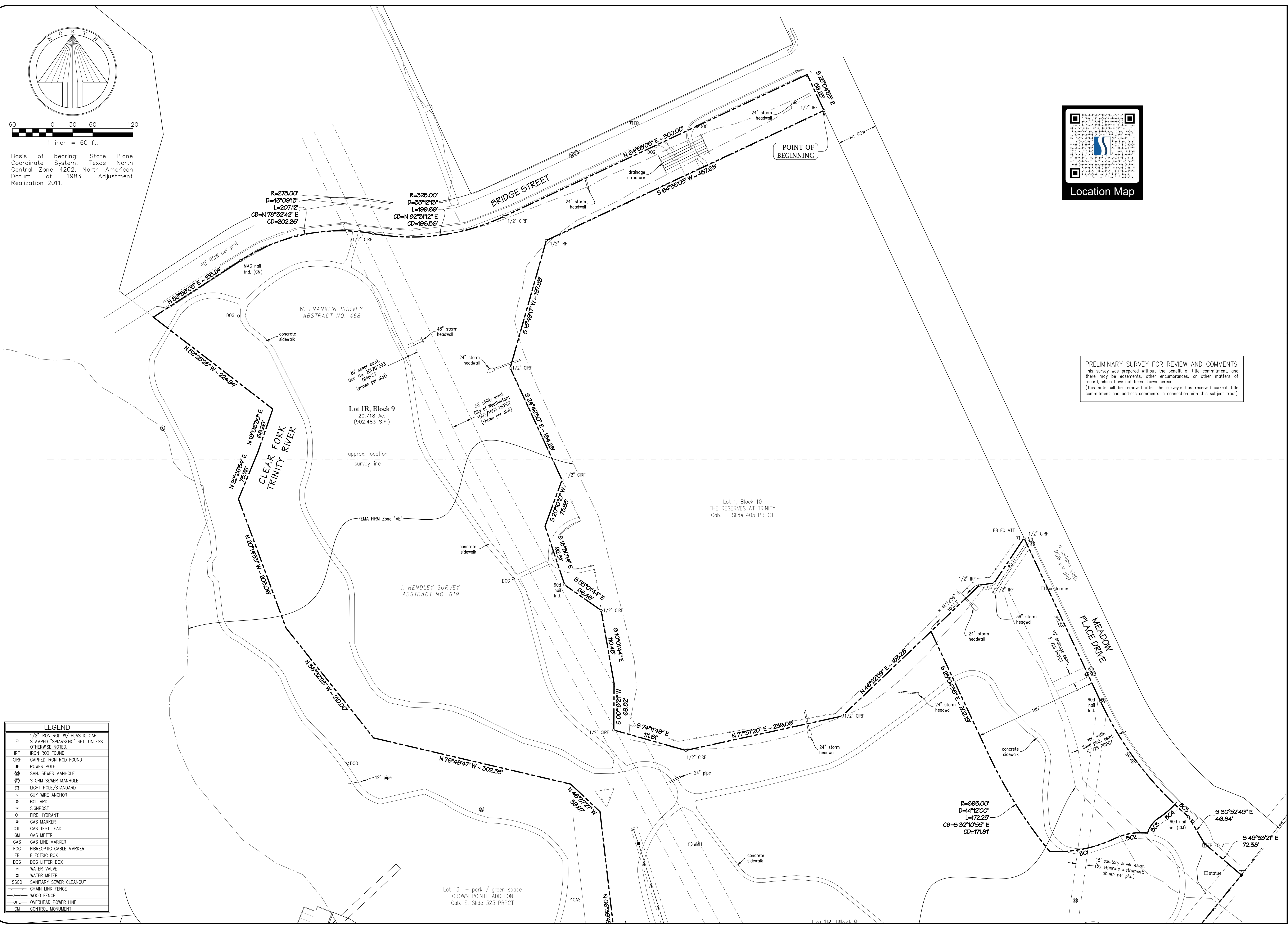
Motion to approve acceptance for the dedication of Kings Gate Park from Wilks Development to the City of Willow Park, and payment of the replat.



Basis of bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.



PRELIMINARY SURVEY FOR REVIEW AND COMMENTS
This survey was prepared without the benefit of title commitment, and there may be easements, other encumbrances, or other matters of record, which have not been shown hereon.
(This note will be removed after the surveyor has received current title commitment and address comments in connection with this subject tract)



LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSEN" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
■	POWER POLE
⊙	SAN. SEWER MANHOLE
⊙	STORM SEWER MANHOLE
⊙	LIGHT POLE/STANDARD
⊙	GUY WIRE ANCHOR
○	BOLLARD
⊙	SIGNPOST
⊙	FIRE HYDRANT
⊙	GAS MARKER
⊙	GAS TEST LEAD
⊙	GAS METER
⊙	GAS LINE MARKER
⊙	FIBROPTIC CABLE MARKER
EB	ELECTRIC BOX
DOG	DOG LITTER BOX
⊙	WATER VALVE
⊙	WATER METER
SSCO	SANITARY SEWER CLEANOUT
—	CHAIN LINK FENCE
—	WOOD FENCE
—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

ALTA/NSPS LAND TITLE SURVEY
CITY OF WILLOW PARK
PARKER COUNTY, TEXAS
Willow Park Trails

Issue Dates:	
7/5/23	
Date	
Revisions	
Scale:	1" = 60'
Drawn By:	ED
Checked By:	DKB
Sheet	1
of	2
JOB #	23-131

Drawing: C:\2023\085\23-131\Willow Park - Parks & Trails\SURVEY\DWG\23-131_Survey.dwg Saved By: Edovik Save Time: 7/6/2023 10:24:48 AM Plotted by: edovik Plot Date: 7/6/2023 10:34 AM

Access Easement For Existing Trail W/Option To be relocated in Future

Property to Be Retained By Wilks

Future Relocation Easement

185'



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.

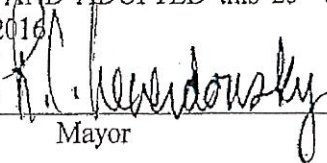
SECTION 6. PUBLICATION

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.

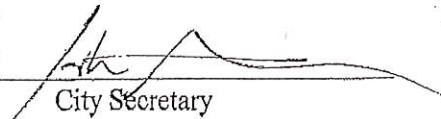
SECTION 7. EFFECTIVE DATE

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 25th day of October, 2016

/s/ 
Mayor

ATTEST:

/s/ 
City Secretary

APPROVED AS TO FORM:

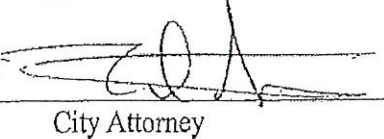
/s/ 
City Attorney

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: ¹⁸⁹97
 - viii. Minimum gross living area per dwelling unit: 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:

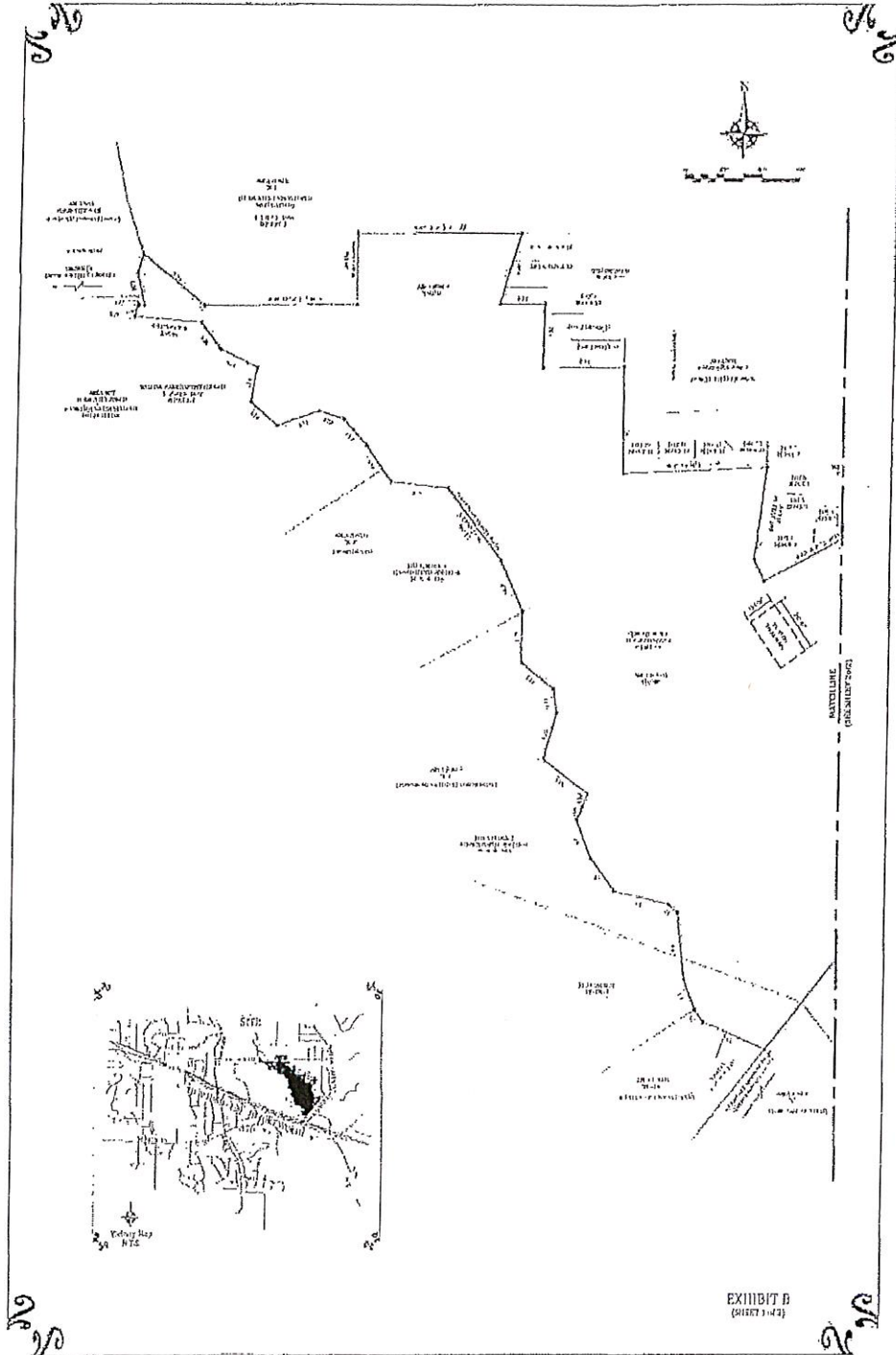
BEGINNING AT A POINT IN THE NORTH LINE OF KINGS GATE ROAD, FOR THE MOST SOUTHEAST AND BEGINNING CORNER OF THIS TRACT;

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, 338.86 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, 250.00 feet
- South 0°48'52" West, 322.50 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°59'49" 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)

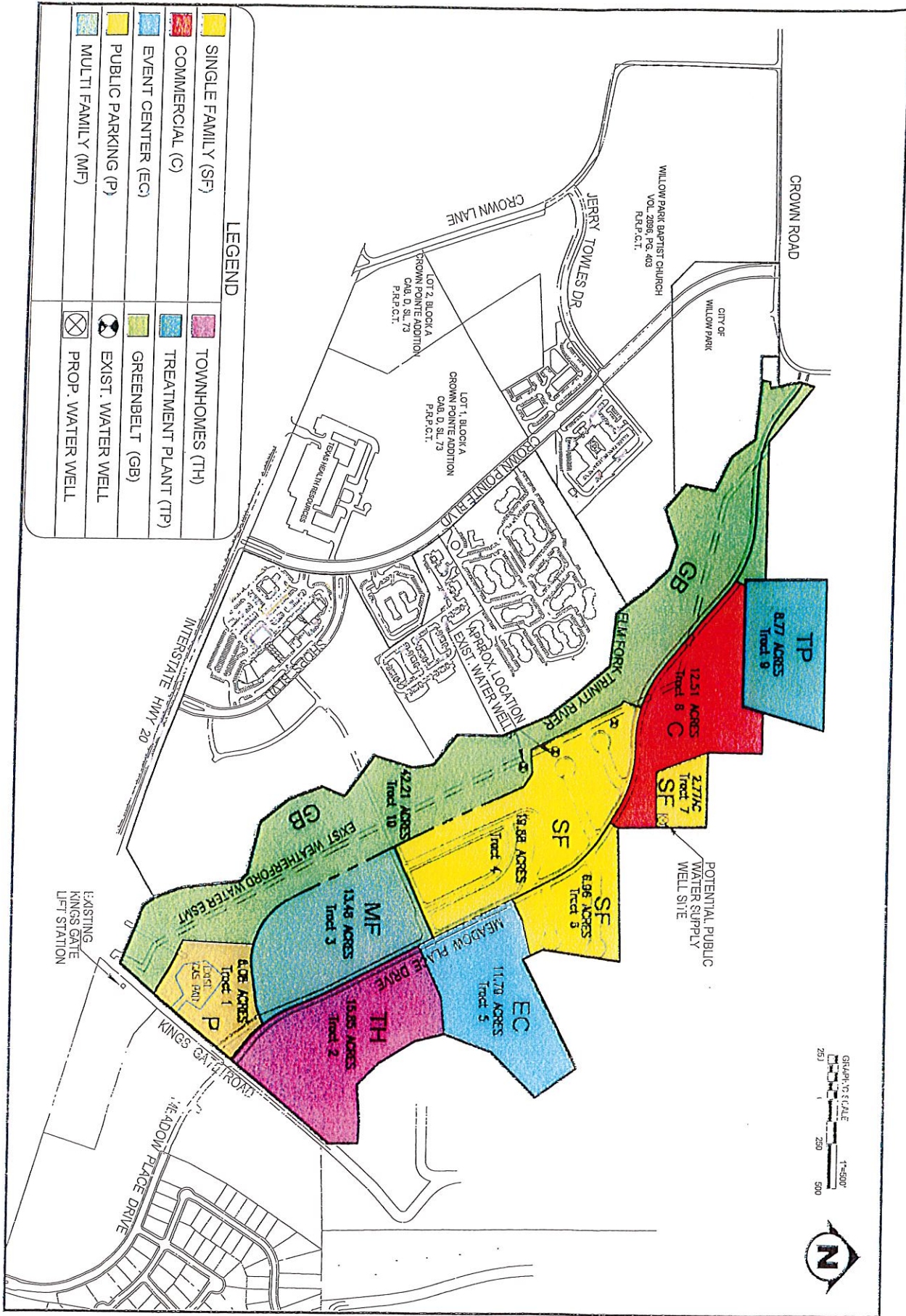
Exhibit A
Description of Property



The Willow Park City Council in acting on Ordinance No. 740-16, did on the 25th 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



LEGEND

[Yellow Box]	SINGLE FAMILY (SF)	[Pink Box]	TOWNHOMES (TH)
[Red Box]	COMMERCIAL (C)	[Blue Box]	TREATMENT PLANT (TP)
[Light Blue Box]	EVENT CENTER (EC)	[Green Box]	GREENBELT (GB)
[Yellow Box]	PUBLIC PARKING (P)	[Circle with X]	EXIST. WATER WELL
[Light Blue Box]	MULTI FAMILY (MF)	[Circle with X]	PROP. WATER WELL



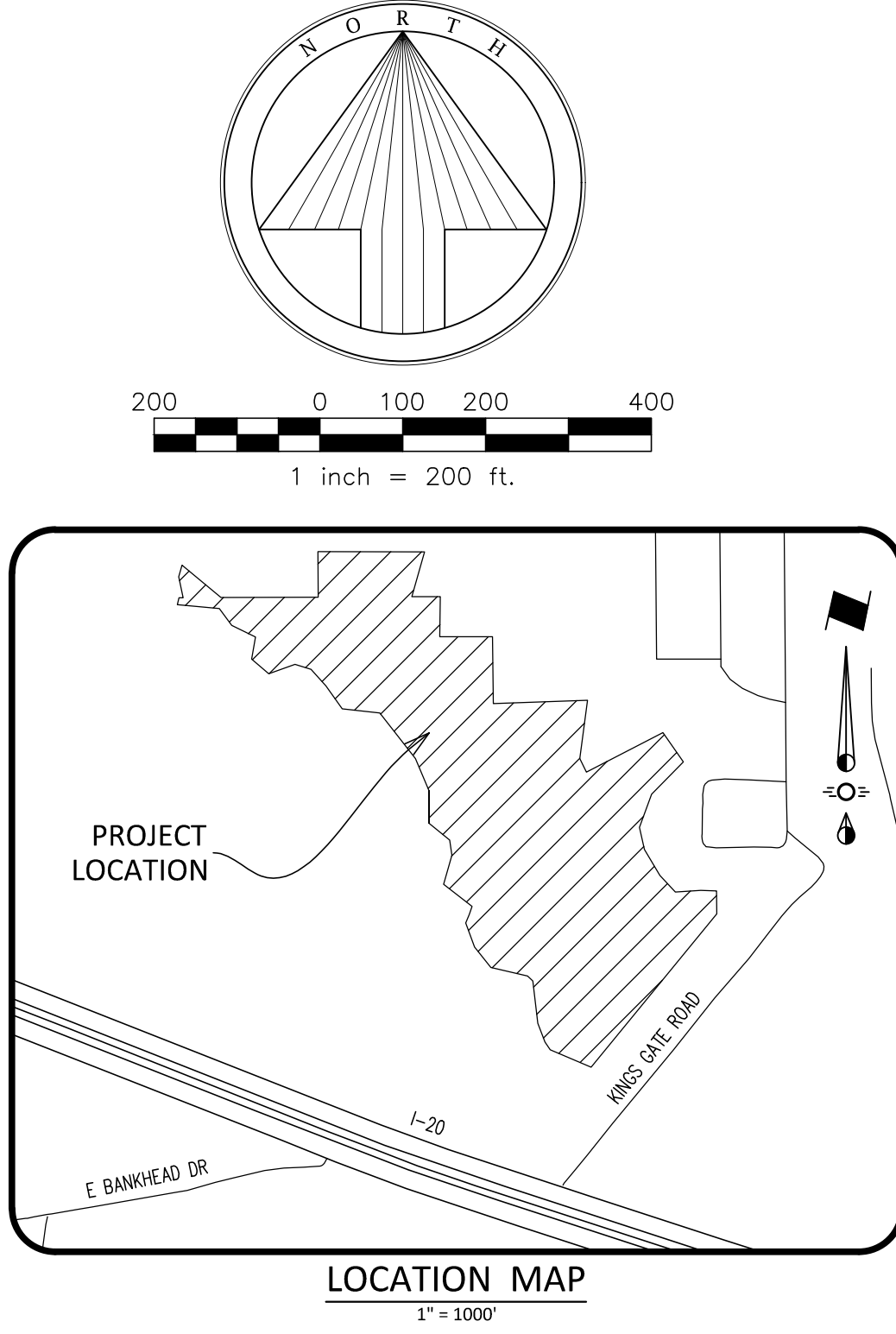
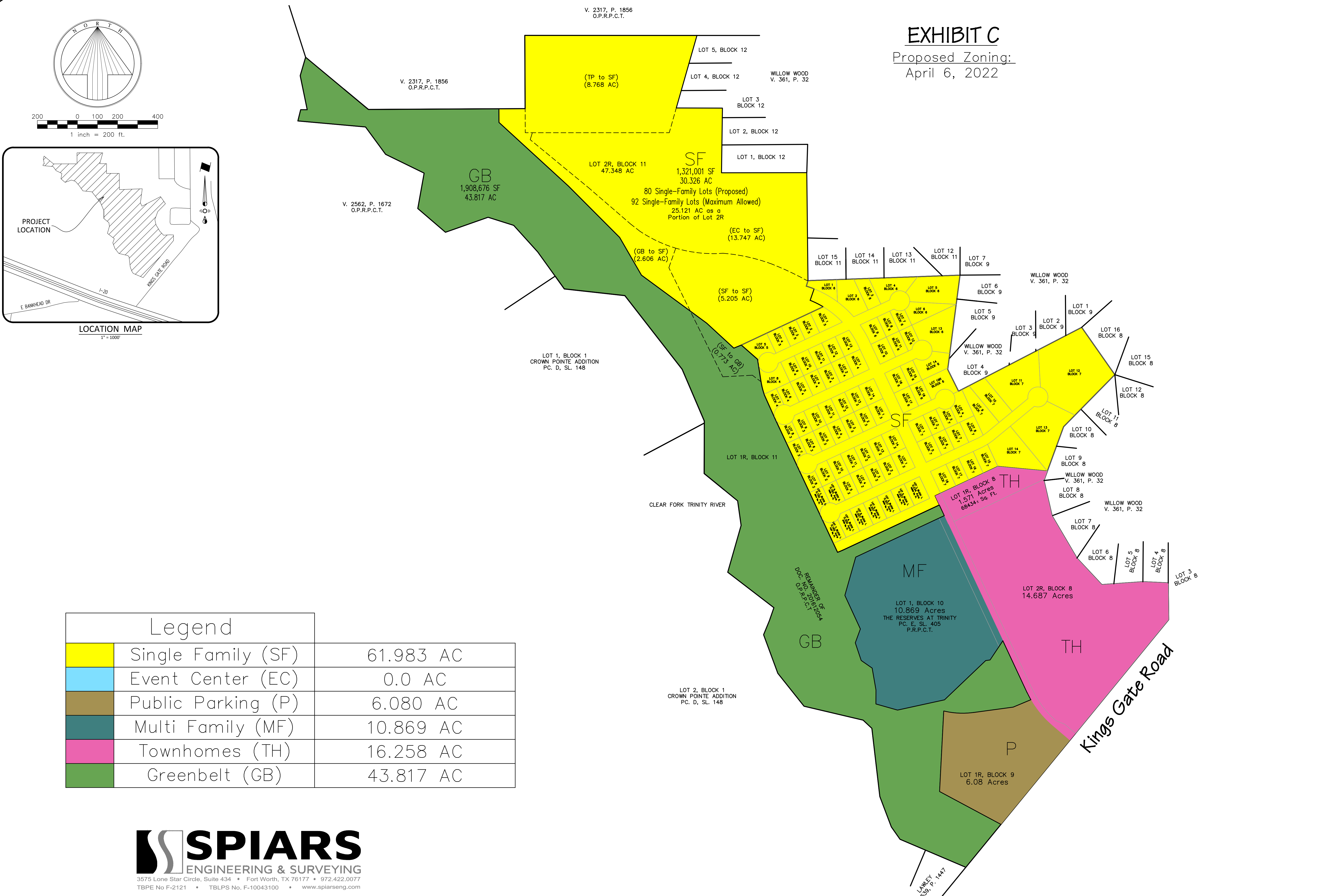
PD CONCEPT PLAN
SHOPS AT WILLOW PARK - NORTH
 CITY OF WILLOW PARK
 PARKER COUNTY, TEXAS

Barron Stark Swift
 Consulting Engineers

REVISIONS		
NO.	DESCRIPTION	DATE

EXHIBIT C

Proposed Zoning:
April 6, 2022



Legend		
	Single Family (SF)	61.983 AC
	Event Center (EC)	0.0 AC
	Public Parking (P)	6.080 AC
	Multi Family (MF)	10.869 AC
	Townhomes (TH)	16.258 AC
	Greenbelt (GB)	43.817 AC



Drawing: 21-073 Job: 21-073 Date: 4/6/2022 12:14 PM
 Plotted by: jmurphy Date: 4/6/2022 12:14 PM
 Saved by: jmurphy Date: 4/6/2022 12:14 PM
 Saved by: jmurphy Date: 4/6/2022 12:14 PM



[Home](#) [Return to Search](#) [Print](#)

PROTEST DEADLINE MAY 15, 2023

Property Year 2023 [Tax Summary](#) [Map/GIS](#)

Information Updated 7/24/2023

Property ID: R000111656 Geo ID: 18355.009.001.00

Property Details

Ownership	Available Actions
WPD TRINITY LLC A TEXAS LIMITED LIABILITY COMPANY PO BOX 1032 CISCO, TX 76437 Ownership Interest: 1.0000000 Map Number: K-15	

Qualified Exemptions
Not Applicable

Legal Information
Legal: Acres: 22.529, Lot: 1R, Blk: 9, Subd: THE RESERVES AT TRINITY, PC E-354, "PARK" E-726 Situs: Not Applicable

Property Valuation History

Values by Year		2023	2022	2021	2020	n/a	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$281,610	\$281,610	\$281,610	\$283,640	\$0	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$281,610	\$281,610	\$281,610	\$283,640	\$0	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$281,610	\$281,610	\$281,610	\$283,640	\$0	\$0

Improvement / Buildings Improvement Value: \$0

Item 8.

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details Market Value: \$281,610 Production Market Value: \$0 Production Value: \$0

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
A25	22.529	981,363	0	0		281,612	0

Deed History

Sold By	Volume	Page	Deed Date Instrument
---------	--------	------	----------------------

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
AL	ALEDO I.S.D.	281,610	\$1.3679	0.013679	\$3,852.14
COL	JR COLLEGE DISTR	281,610	\$0.122476	0.00122476	\$344.90
CWP	CITY WILLOW PARK	281,610	\$0.53845	0.0053845	\$1,516.33
ES1	EMERGENCY SERVICES D	281,610	\$0.10	0.001	\$281.61
HOS	PARKER CO HOSPITAL DISTRICT	281,610	\$0.10508	0.0010508	\$295.92
LTR	LATERAL ROAD	281,610	\$0.06279	0.0006279	\$176.82
PAR	PARKER COUNTY	281,610	\$0.249546	0.00249546	\$702.75
Total Estimation			\$2.546242	0.02546242	\$7,170.47

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
 Southwest Data Solutions is not responsible for any errors or omissions.

RATTIKIN TITLE

201 Main Street, Suite 800, Fort Worth, TX 76102 - (817)332-1171 FAX (817)877-4237

GF No.: 23-1752

INVOICE

Date: July 27, 2023

Billed to: City of Willow Park, Texas
120 El Chico Trail, Suite A
Willow Park, TX 76087

ITEM DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$281,610.00)	\$1,789.00
Guaranty Fee	\$2.00
Escrow Fee	\$200.00
Doc Prep Fee	\$250.00
Tax Certificate	\$106.60
TOTAL	\$2,347.60

Thank you for your business!