



CITY COUNCIL REGULAR MEETING AGENDA

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

Tuesday, December 12, 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 of a Proclamation to Louie Lu.

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 Minutes - Regular City Council Meeting November 28, 2023.

REGULAR AGENDA ITEMS

3. The City Council shall conduct the first public hearing on the following proposed annexation: voluntary annexation proceedings pursuant to Section 43.1055, Subchapter C-1 of Chapter 43 of the Local Gov't Code, to enlarge and extend the boundary limits of

said city to include an approximately 7,815 feet of East Bankhead Highway Right-of-Way, a description of which is as follows:

Being 7,815 feet more or less of East Bankhead Highway (a variable width right-of-way) out of the following Surveys and Abstracts in Parker County, Texas: I&G.N.R.R. Co. Survey, Abstract No. 1821, John Cole Survey, Abstract No. 218, James Oxer Survey, Abstract No. 1029, A.J. Hood Survey, Abstract No. 2587, and Eliza Oxer Survey, Abstract No. 1031, containing approximately 10.95 acres of land. The survey and field notes of said approximately 10.95 tract is available in the City Secretary's office and on the City's website.

Open Public Hearing

Close Public Hearing

4. The City Council shall conduct the second public hearing on the following proposed annexation: voluntary annexation proceedings pursuant to Section 43.1055, Subchapter C-1 of Chapter 43 of the Local Gov't Code, to enlarge and extend the boundary limits of said city to include an approximately 7,815 feet of East Bankhead Highway Right-of-Way, a description of which is as follows:

Being 7,815 feet more or less of East Bankhead Highway (a variable width right-of-way) out of the following Surveys and Abstracts in Parker County, Texas: I&G.N.R.R. Co. Survey, Abstract No. 1821, John Cole Survey, Abstract No. 218, James Oxer Survey, Abstract No. 1029, A.J. Hood Survey, Abstract No. 2587, and Eliza Oxer Survey, Abstract No. 1031, containing approximately 10.95 acres of land. The survey and field notes of said approximately 10.95 tract is available in the City Secretary's office and on the City's website.

Open Public Hearing

Close Public Hearing

5. The City Council shall conduct a public hearing on the following proposed annexation: voluntary annexation proceedings pursuant to a landowner petition submitted by Dustin Kyle Haney and Jayme Lynne Haney, to enlarge and extend the boundary limits of said city to include an approximately 31.247 acre tract of land owned by them, a description of which is as follows:

Being a 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 and Jayme Lynne Haney as recorded in Document Number 202200494, Deed Records, Parker County, Texas (DRPCT), containing approximately 31.247 acres of land. The survey and field notes of said approximately 31.247 tract is available in the City Secretary's office and on the City's website.

Open Public Hearing

Close Public Hearing

6. Discussion/Action: to adopted an ordinance to allow the City Administrator the authority to make minor changes to the “PD” Planned Development District for the single-family dwelling subdivision of Country Hollow, 19.16 acres John H. Phelps Survey, Abstract No. 1046, City of Willow Park, Parker County, Texas, thereby amending Ordinance No. 882-23.
7. Discussion/Action: to approve a contact proposal for professional services with Westwood Professional Services, Inc.
8. Discussion/Action: to approve the sale of a 2002 John Deere 310G Backhoe by online auction.
9. Discussion/Action: to authorize staff to accept bids to demolish the building located at 516 Ranch House Road.

REPORTS

10. Quarterly Department Reports

- a. Development
- b. Parks
- c. Public Works
- e. Projects
- f. Police
- g. Court
- h. Communications

INFORMATIONAL

Mayor and City 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.*

11. 551.087 - Economic Development Negotiations; 551.071 Consultation with Attorney; Wilks Development 380 Agreement.
12. 551.072 - Discussing the purchase, exchange, lease, or value of real property; 516 Ranch House Road.
13. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.

14. Section 551.074 - Personnel Matters; City Manager Review.

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: December 8, 2023, at 2:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Crystal R. Dozier, TRMC, CMC
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 REGULAR MEETING MINUTES

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

Tuesday, November 28, 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 Greg Runnebaum
 Councilmember Lea Young
 Councilmember Nathan Crummel

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 Minutes - Regular City Council Meeting November 14, 2023.

To approve City Council Minutes - Regular City Council Meeting November 14, 2023.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

REGULAR AGENDA ITEMS

2. Discussion/Action: to approve a service agreement with Silverback Shredding Service.

To approve an agreement with Silverback Shredding Service for 12 months.

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

3. Discussion/Action: to consider a Community Facilities/Developer's Agreement with HMM Country Hollow Land, LLC, or assigns, for the development of Country Hollow residential subdivision, 102 Lots, being 19.167 acres, John H. Phelps Survey Tract, Abstract No. 1046, in the City of Willow Park, Parker County, Texas.

To approve of the Community Facilities/ Developer's Agreement with HMM Country Hollow Land, LLC, or assigns, for the Country Hollow subdivision, as presented, and the authority of the City Administrator to make administrative changes, if necessary.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

4. Discussion/Action: to approve an amendment to the UNCO 380 Agreement.

To approve an Amendment to Developer's Obligation terms of "Chapter 380 Economic Development Agreement By and Between the City of Willow Park and UNCO RE Holdings, LLC." by "Amendment and Assignment Chapter 380 Economic Development Agreement", as presented.

Motion made by Councilmember Young, Seconded by Councilmember Gilliland.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

5. Discussion/Action: to approve on a resolution opting out of the Class Action lawsuit against 3M, Dupont and other PFAS manufacturers arising out of PFAS chemicals.

To approve a resolution of the City of Willow Park, Texas, authorizing the City Attorney or Designee to Opt the City Out of the 3M and Dupont Class Action Settlements for Drinking Water Contamination; Authorizing a Related Memorandum of Understanding with the City's Wholesale Water Provider.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

6. Discussion/Action: to authorize use of Hotel Occupancy Tax funds for billboard advertising.

To approve a contract with The Lamar Companies and authorize the use of Hotel Occupancy Tax funds for the west side of the billboard located in front of city hall in the amount of \$31,680.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

INFORMATIONAL

Mayor and City Council Comments

Mayor Pro Tem Young stated the Department Quarterly Reports will be on the next meeting agenda along with an update on the drainage on Sam Bass Rd.

Mayor Moss mentioned the City Staff Christmas Party will be next Thursday, December 7th. He also mentioned all the good things going on in the city. As always, he thanked the City Council for all their hard work.

City Manager Comments

The Christmas Tree Lighting is scheduled for Thursday, November 30th however there is impending weather. Staff will make the call on Wednesday to reschedule the event to next Tuesday, December 5th.

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.*

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

City Council did not convene into executive session.

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

ADJOURNMENT

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras.
Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel
Mayor Moss adjourned the meeting at 6:34 pm.

These minutes were approved on the 12th of December, 2023.

Mayor Moss

Crystal R. Dozier, TRMC, CMC
City Secretary

DRAFT



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 12, 2023	Department: Legislative	Presented By: City Manager City Attorney
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AGENDA ITEM:

First AND Second Public Hearing for proposes to institute voluntary annexation proceedings pursuant to Section 43.1055, Subchapter C-1 of Chapter 43 of the Local Gov't Code, to enlarge and extend the boundary limits of said city to include an approximately 7,815 feet of East Bankhead Highway Right-of-Way.

BACKGROUND:

At the November 14th meeting, City Council approved Resolution No. 2023-11 Declaring the City's Intent to Begin Annexation of Approximately 7,815 Feet of East Bankhead Highway Right-Of-Way, Comprising Approximately 10.95 Acres of Land into the Territorial Limits of the City of Willow Park; Directing City Staff to Prepare a Service Plan for the Extension of Municipal Services to the Proposed Annexation Area; and Setting Two Public Hearings on Annexation.

City Staff set the two public hearings for Tuesday, December 12th at 6:00 pm. The notices of the two public hearings ran in the Community Newspaper on Friday, December 1, 2023 which was within the required time per Section 43.1005 of the TXLGC.

STAFF & BOARD RECOMMENDATION:

EXHIBITS:

- Public Hearing Notices published in the Community News and on the City's website.

RECOMMENDED MOTION:

No Motion required.

NOTICE OF PUBLIC HEARINGS ON ANNEXATION

To be held on:

Item 3.

Public Hearing No. 1 December 12, 2023 at 6:00 p.m.

Public Hearing No. 2 December 12, 2023 at 6:00 p.m.

Willow Park City Council Chambers
Willow Park City Hall
120 El Chico Trail, Ste. A, Willow Park, Texas

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Willow Park, Texas proposes to institute voluntary annexation proceedings pursuant to Section 43.1055, Subchapter C-1 of Chapter 43 of the Local Gov't Code, to enlarge and extend the boundary limits of said city to include an approximately 7,815 feet of East Bankhead Highway Right-of-Way, a description of which is as follows:

Being 7,815 feet more or less of East Bankhead Highway (a variable width right-of-way) out of the following Surveys and Abstracts in Parker County, Texas: I&G.N.R.R. Co. Survey, Abstract No. 1821, John Cole Survey, Abstract No. 218, James Oxer Survey, Abstract No. 1029, A.J. Hood Survey, Abstract No. 2587, and Eliza Oxer Survey, Abstract No. 1031, containing approximately 10.95 acres of land. The survey and field notes of said approximately 10.95 tract is available in the City Secretary's office and on the City's website.

Two public hearings will be held by and before the City Council of the City of Willow Park, Texas, on the 12th of December, at 6:00 p.m. at the City of Willow Park City Council Chambers, Willow Park City Hall, 120 El Chico Trail, Ste. A, Willow Park, Texas for all persons interested in the above-proposed annexation. All such persons shall have the right to appear and be heard.

For questions, and a full metes and bounds legal description of the annexation area, please contact Crystal Dozier, City Secretary of Willow Park, Willow Park City Hall, 120 El Chico Trail, Ste. A Willow Park, Texas 76087; cdozier@willowpark.org or 817-441-7108.

EXHIBIT A
ANNEXATION TRACT
METES AND BOUNDS DESCRIPTION

BEING 7815 feet more or less of East Bankhead Highway (a variable width right-of-way) out of the following Surveys and Abstracts in Parker County, Texas: I & G.N.R.R. Co. Survey, Abstract No. 1821, John Cole Survey, Abstract No. 218, James Oxer Survey, Abstract No. 1029, A.J. Hood Survey, Abstract No. 2587, And Eliza Oxer Survey, Abstract No. 1031;

BEGINNING at a point being in the Eliza Oxer Survey, Abstract No. 1031, in the south right-of-way line of said East Bankhead Highway, being the northeast corner of a 2.93 acre tract, Tract Two, conveyed in Warranty Deed with Vendor's Lien, to Dustin Kyle Haney and Jayme Lynne Haney, recorded in Document Number 202200494, Official Public Records, Parker County, Texas, same being the northwest corner of a 3.549 acre tract conveyed in a Warranty Deed with Vendor's Lien to Stillwater Meadow, LLC recorded in Document Number 201522788, Official Public Records, Parker County, Texas, from which a ½ inch rebar rod for the northeast corner of said 3.549, same being in the west line of Shadow Creek Lane, bears N87°05'53"E 261.34 feet, being the southeast corner of this described tract;

THENCE northwesterly along the south and southwesterly right-of-way line of said East Bankhead Highway, crossing said AJ Hood Survey, James Oxer Survey, John Cole Survey, 7850 feet more or less to a point in the center of a creek, being in said I & G.N.R.R. Co. Survey, Abstract No. 1821, being on the existing City of Willow Park City Limits Line, same being the northeast corner of a 10.0 acre tract conveyed in Special Warranty Deed to Rider Scott, recorded in Document Number 201925933, Official Public Records, Parker County, Texas, same being the southeast corner of Trinity Fields, and addition to the City of Willow Park, recorded in Cabinet E, Slide 785, Plat Records, Parker County, Texas, for the southwest corner of this described tract;

THENCE crossing said East Bankhead Highway with the center of said creek, along the existing City of Willow Park City Limits Line, being the most westerly corner of a 3.058 acre tract conveyed in Warranty Deed with Vendor's Lien, to Richard Lee Baird, recorded in Volume 1776, Page 1637, Deed Records, Parker County, Texas, same being the most southerly southwest corner of a 3.966 acre tract conveyed in a Revocable Transfer on Death Deed, to Mike Crow, recorded in Document Number 202237674, Official Public Records, Parker County, Texas, and being an ell corner for the existing City of Willow Park, Texas, City Limits Line, being the northwest corner of this described tract;

THENCE in an southeasterly direction along the common line of said easterly and northerly right-of-way line of said East Bankhead Highway and the City of Willow Park City Limits Lines to a point being at the northwest intersection of said East Bankhead Highway and west right-of-way of Willow Bend Drive, being the most southerly southeast corner of Lot 7, Block 2, Willow Park Crossing, Phase One, recorded on Cabinet D, Slide 230, Plat Records, Parker County, Texas, and being an ell corner for where the said City Limits Line departs said East Bankhead Highway to the northeast along said west right-of-way of Willow Bend Drive;

THENCE continuing southeasterly with the northeasterly line of said East Bankhead Highway, to a point for the southwest corner of Willow Park Village, an addition in the City of Willow Park, Recorded in Cabinet C, Slide 252, Plat Records, Parker County, Texas, and being a point for an ell corner where the existing City of Willow Park City Limits joins said Bankhead Highway from the north;

THENCE continuing southeasterly with common line of the northeasterly line of said East Bankhead Highway, the southerly line of said Willow Park Village, and City of Willow Park City Limits Line, to a point for the most southerly southeast corner of said Willow Park Village, same being the southwest corner of Box 4 Storage and Retail, an addition recorded in Cabinet E, Slide 575, Plat Records, Parker County, Texas, and being an ell corner for which the City of Willow Park City Limits Line departs Bankhead Highway to the north;

THENCE continuing along the northerly line of said East Bankhead Highway to a point being in the south line of a 36.509 acre tract conveyed is a Special Warranty Deed, to Magellan Pipeline Terminals, L.P. recorded in Volume 2563, Page 1768, Official Public Records, Parker County, Texas, and being at right angles from the northeast corner of said Haney 2.93 acre tract, Tract Two, from which the southeast corner of said 36.509 acre tract, approximately bears, N86°34'17"E 79.2 feet and N87°45'50"E 201.1 feet;

THENCE crossing said East Bankhead Highway to the **POINT OF BEGINNING**, containing 10.95 acres more or less.



TBPLS FIRM# 10194493




FIRM# F-2448

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

1925 FORT WORTH HWY.
WEATHERFORD, TX 76086
817-594-9880

1014 BROADWAY STREET
LUBBOCK, TX 79414
806-368-6375

EXHIBIT "A"

-  WILLOW PARK CITY LIMITS
-  ANNEXATION TRACT (BOLD)
-  SURVEY LINES



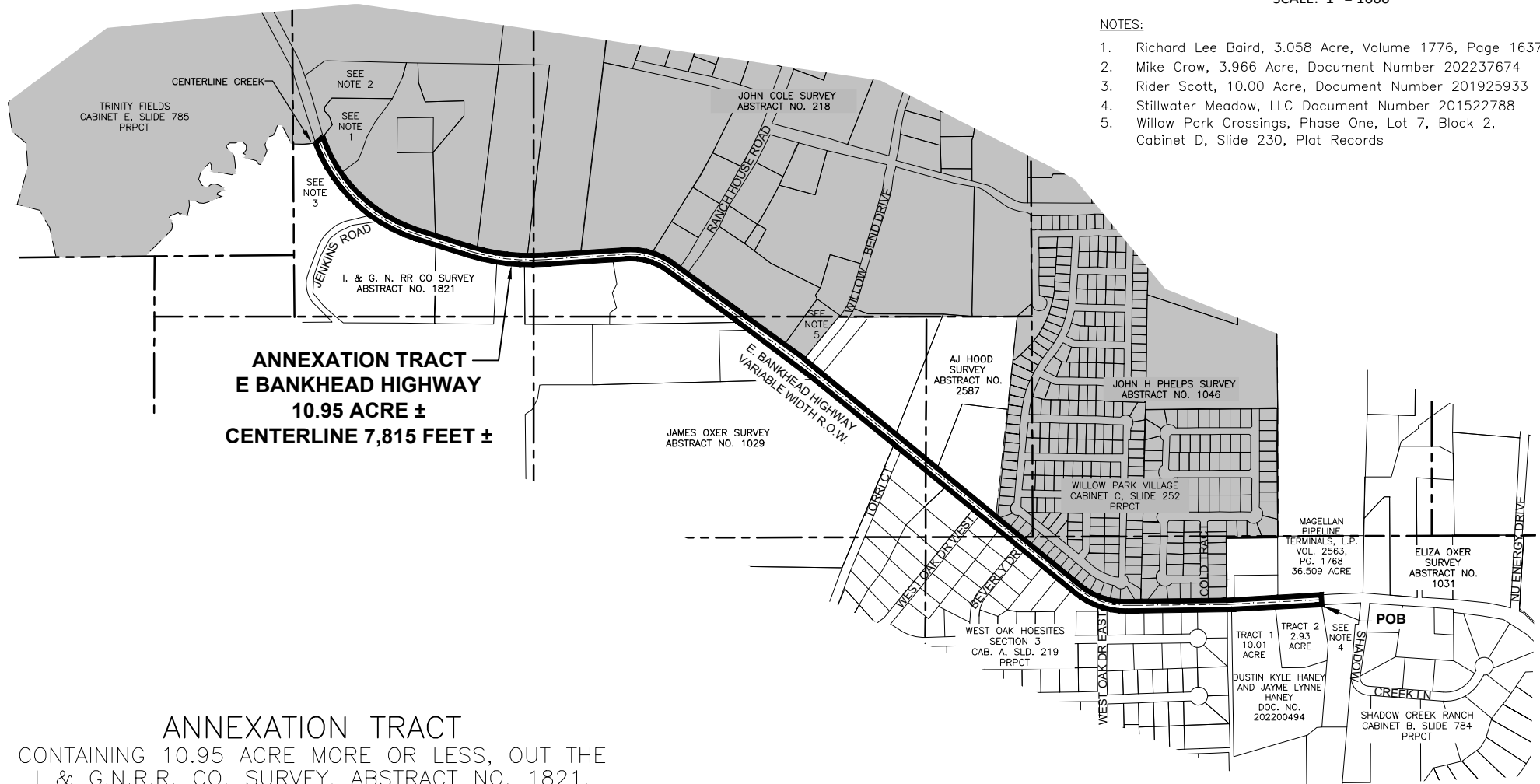
Item 3.



SCALE: 1" = 1000'

NOTES:

1. Richard Lee Baird, 3.058 Acre, Volume 1776, Page 1637
2. Mike Crow, 3.966 Acre, Document Number 202237674
3. Rider Scott, 10.00 Acre, Document Number 201925933
4. Stillwater Meadow, LLC Document Number 201522788
5. Willow Park Crossings, Phase One, Lot 7, Block 2, Cabinet D, Slide 230, Plat Records



**ANNEXATION TRACT
E BANKHEAD HIGHWAY
10.95 ACRE ±
CENTERLINE 7,815 FEET ±**

ANNEXATION TRACT

CONTAINING 10.95 ACRE MORE OR LESS, OUT THE
I & G.N.R.R. CO. SURVEY, ABSTRACT NO. 1821,
JOHN COLE SURVEY, ABSTRACT NO. 218,
JAMES OXER SURVEY, ABSTRACT NO. 1029,
A.J. HOOD SURVEY, ABSTRACT NO. 2587, AND
ELIZA OXER SURVEY, ABSTRACT NO. 1031;
PARKER COUNTY, TEXAS

DRAWING COMPLETED: OCTOBER 26, 2023



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 12, 2023	Department: Legislative	Presented By: City Manager City Attorney
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AGENDA ITEM:

A Public Hearing for proposes to institute voluntary annexation proceedings pursuant to a landowner petition submitted by Dustin Kyle Haney and Jayme Lynne Haney, to enlarge and extend the boundary limits of said city to include an approximately 31.247 acre tract of land owned by them.

BACKGROUND:

At the November 14th meeting, City Council approved Resolution No. 2023-12 Accepting the Petition from Property Owners Dustin Kyle Haney and Jayme Lynne Haney Requesting Annexation of an Approximately 31.247 Acre Tract; Setting a Date, Time, and Place for a Public Hearing on the Proposed Annexation; Directing City Staff to Prepare and Negotiate an Annexation Services Agreement with the Property Owners Pursuant to Section 43.0672 of the Texas Local Government Code; and Authorizing and Directing the City Secretary of the City of Willow Park to Publish Notice of Such Public Hearing.

City Staff set the public hearing for Tuesday, December 12th at 6:00 pm. the notice of the public hearing ran in the Community Newspaper on Friday, December 1, 2023 which was within the required time per Section 43.1005 of the TXLGC.

STAFF & BOARD RECOMMENDATION:

EXHIBITS:

- Public Hearing Notice published in the Community News and on the City’s website.

RECOMMENDED MOTION:

No Motion required.

NOTICE OF PUBLIC HEARING ON ANNEXATION

To be held on:

December 12, 2023 at 6:00 p.m.

Item 5.

Willow Park City Council Chambers

Willow Park City Hall

120 El Chico Trail, Ste. A, Willow Park, Texas

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Willow Park, Texas proposes to institute voluntary annexation proceedings pursuant to a landowner petition submitted by Dustin Kyle Haney and Jayme Lynne Haney, to enlarge and extend the boundary limits of said city to include an approximately 31.247 acre tract of land owned by them, a description of which is as follows:

BEING a tract of land situated in the Eliza Ozer 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), containing approximately 31.247 acres of land. The survey and field notes of said approximately 31.247 tract is available in the City Secretary's office and on the City's website.

A public hearing will be held by and before the City Council of the City of Willow Park, Texas, on the 12th of December, at 6:00 p.m. at the City of Willow Park City Council Chambers, Willow Park City Hall, 120 El Chico Trail, Ste. A, Willow Park, Texas for all persons interested in the above-proposed annexation. All such persons shall have the right to appear and be heard.

For questions, and a full metes and bounds legal description of the annexation area, please contact Crystal Dozier, City Secretary of Willow Park, Willow Park City Hall, 120 El Chico Trail, Ste. A, Willow Park, Texas 76087; cdozier@willowpark.org or 817-441-7108.

EXHIBIT A
ANNEXATION TRACT
METES AND BOUNDS DESCRIPTION

BEING 7815 feet more or less of East Bankhead Highway (a variable width right-of-way) out of the following Surveys and Abstracts in Parker County, Texas: I & G.N.R.R. Co. Survey, Abstract No. 1821, John Cole Survey, Abstract No. 218, James Oxer Survey, Abstract No. 1029, A.J. Hood Survey, Abstract No. 2587, And Eliza Oxer Survey, Abstract No. 1031;

BEGINNING at a point being in the Eliza Oxer Survey, Abstract No. 1031, in the south right-of-way line of said East Bankhead Highway, being the northeast corner of a 2.93 acre tract, Tract Two, conveyed in Warranty Deed with Vendor's Lien, to Dustin Kyle Haney and Jayme Lynne Haney, recorded in Document Number 202200494, Official Public Records, Parker County, Texas, same being the northwest corner of a 3.549 acre tract conveyed in a Warranty Deed with Vendor's Lien to Stillwater Meadow, LLC recorded in Document Number 201522788, Official Public Records, Parker County, Texas, from which a ½ inch rebar rod for the northeast corner of said 3.549, same being in the west line of Shadow Creek Lane, bears N87°05'53"E 261.34 feet, being the southeast corner of this described tract;

THENCE northwesterly along the south and southwesterly right-of-way line of said East Bankhead Highway, crossing said AJ Hood Survey, James Oxer Survey, John Cole Survey, 7850 feet more or less to a point in the center of a creek, being in said I & G.N.R.R. Co. Survey, Abstract No. 1821, being on the existing City of Willow Park City Limits Line, same being the northeast corner of a 10.0 acre tract conveyed in Special Warranty Deed to Rider Scott, recorded in Document Number 201925933, Official Public Records, Parker County, Texas, same being the southeast corner of Trinity Fields, and addition to the City of Willow Park, recorded in Cabinet E, Slide 785, Plat Records, Parker County, Texas, for the southwest corner of this described tract;

THENCE crossing said East Bankhead Highway with the center of said creek, along the existing City of Willow Park City Limits Line, being the most westerly corner of a 3.058 acre tract conveyed in Warranty Deed with Vendor's Lien, to Richard Lee Baird, recorded in Volume 1776, Page 1637, Deed Records, Parker County, Texas, same being the most southerly southwest corner of a 3.966 acre tract conveyed in a Revocable Transfer on Death Deed, to Mike Crow, recorded in Document Number 202237674, Official Public Records, Parker County, Texas, and being an ell corner for the existing City of Willow Park, Texas, City Limits Line, being the northwest corner of this described tract;

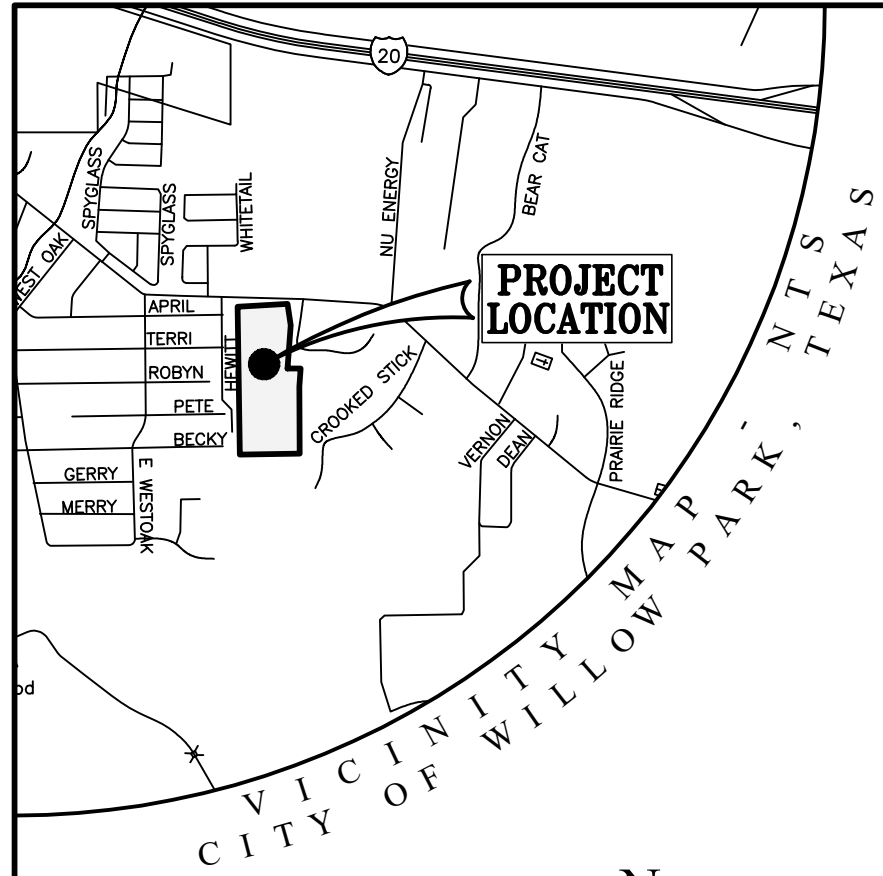
THENCE in an southeasterly direction along the common line of said easterly and northerly right-of-way line of said East Bankhead Highway and the City of Willow Park City Limits Lines to a point being at the northwest intersection of said East Bankhead Highway and west right-of-way of Willow Bend Drive, being the most southerly southeast corner of Lot 7, Block 2, Willow Park Crossing, Phase One, recorded on Cabinet D, Slide 230, Plat Records, Parker County, Texas, and being an ell corner for where the said City Limits Line departs said East Bankhead Highway to the northeast along said west right-of-way of Willow Bend Drive;

THENCE continuing southeasterly with the northeasterly line of said East Bankhead Highway, to a point for the southwest corner of Willow Park Village, an addition in the City of Willow Park, Recorded in Cabinet C, Slide 252, Plat Records, Parker County, Texas, and being a point for an ell corner where the existing City of Willow Park City Limits joins said Bankhead Highway from the north;

THENCE continuing southeasterly with common line of the northeasterly line of said East Bankhead Highway, the southerly line of said Willow Park Village, and City of Willow Park City Limits Line, to a point for the most southerly southeast corner of said Willow Park Village, same being the southwest corner of Box 4 Storage and Retail, an addition recorded in Cabinet E, Slide 575, Plat Records, Parker County, Texas, and being an ell corner for which the City of Willow Park City Limits Line departs Bankhead Highway to the north;

THENCE continuing along the northerly line of said East Bankhead Highway to a point being in the south line of a 36.509 acre tract conveyed is a Special Warranty Deed, to Magellan Pipeline Terminals, L.P. recorded in Volume 2563, Page 1768, Official Public Records, Parker County, Texas, and being at right angles from the northeast corner of said Haney 2.93 acre tract, Tract Two, from which the southeast corner of said 36.509 acre tract, approximately bears, N86°34'17"E 79.2 feet and N87°45'50"E 201.1 feet;

THENCE crossing said East Bankhead Highway to the **POINT OF BEGINNING**, containing 10.95 acres more or less.



LEGEND

- CIRF.....1/2" Capped Iron Rod Marked "CARTER ALEDO" Found
- CIRF(CTLS).....1/2" Capped Iron Rod Marked "CTLS" Found
- D.R.P.C.T.....Deed Records, Parker County, Texas
- IRF.....Iron Rod Found
- IRS.....5/8" Capped Iron Rod Marked "BHB INC" Set
- P.R.P.C.T.....Plat Records, Parker County, Texas

GENERAL NOTES

1. Basis of bearing being U.S. State Plane Grid - 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.
2. Vertical Datum established using the AllTerra RTKNet Cooperative Network. All elevations shown are NAVD88.
3. Unless otherwise noted all property corners are set 5/8 inch capped iron rods stamped "BHB INC".
4. The property as platted is subject to any document pertaining to utility easements for electric, telephone or other utilities that affects said property as recorded in the Hood County Clerk's Office.
5. This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.
6. Utility Easements may be used for the mutual use and accommodation of all public utilities, said use by public utilities being subordinate to the public's and The City of Willow Park's use thereof. The City of Willow Park and public entities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easement. The City of Willow Park and public utility entities shall have the full right of ingress and egress to and from their respective easements, without the necessity at any time of procuring permission for anyone.
7. All lots shall conform to current zoning building set backs as specified by the City of Willow Park's Municipal Code of Ordinances.
8. Selling a portion of this Addition by metes and bounds is a violation of City Ordinances and State Law, and is subject to fines and withholding of utilities and building permits.

FLOOD ZONE NOTE

- A portion of the subject property lies within SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD:
- A. Zone A - Base flood elevations determined per FIRM, Flood Insurance Rate Map, Community Panel Number 48367C0450E, Map Revised September 26, 2008. The location as shown is per scaling. This does not represent a drainage study floodplain limits.
 - B. Zone AE - Base flood elevations determined per FIRM, Flood Insurance Rate Map, Community Panel Number 48367C0450E, Map Revised September 26, 2008. The location as shown is per scaling. This does not represent a drainage study floodplain limits.
 - C. The remainder of the subject property lies within Zone X - Areas determined to be outside the 0.2% annual chance floodplain per FIRM, Flood Insurance Rate Map, Community Panel Number 48367C0450E, Map Revised September 26, 2008.
 - D. On-site proposed floodplain to be determined with supporting drainage study.

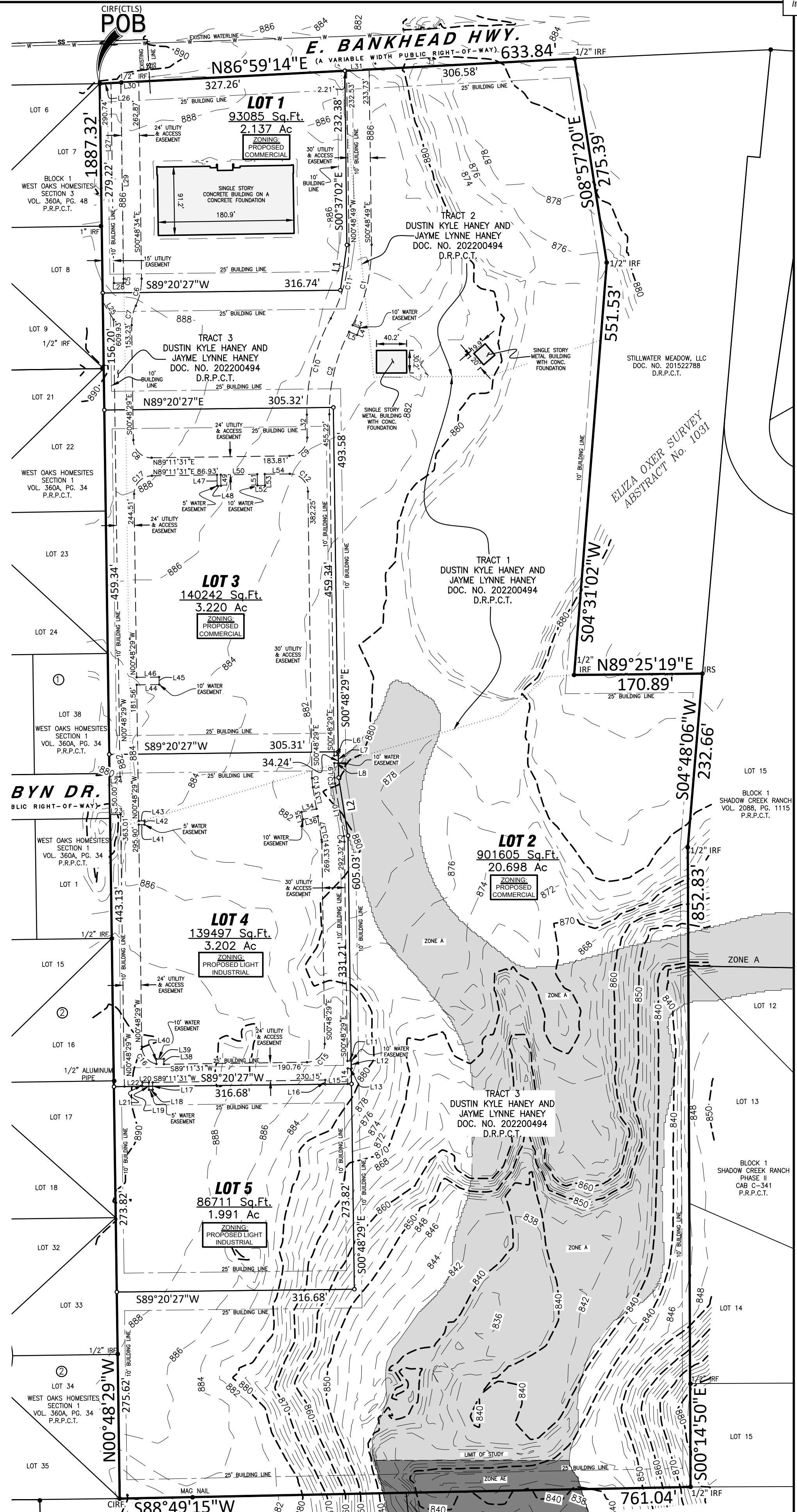
Owners/Developers:
 Attn: Dustin Kyle Haney &
 Jayme Lynne Haney, Co-Trustees
 Haney Revocable Trust
 103 Plantation Ct.
 Aledo, Texas 76008
 PH# 817-980-2425

Surveyor:

BAIRD, HAMPTON & BROWN
 engineering and surveying

949 Hilltop Drive, Weatherford, TX 76086
 tstock@bhbinc.com • 817.596.7575 • bhbinc.com
 TBPESL Firm #44 • TBPESL FIRM #10194146

Exhibit "B"



PRELIMINARY PLAT

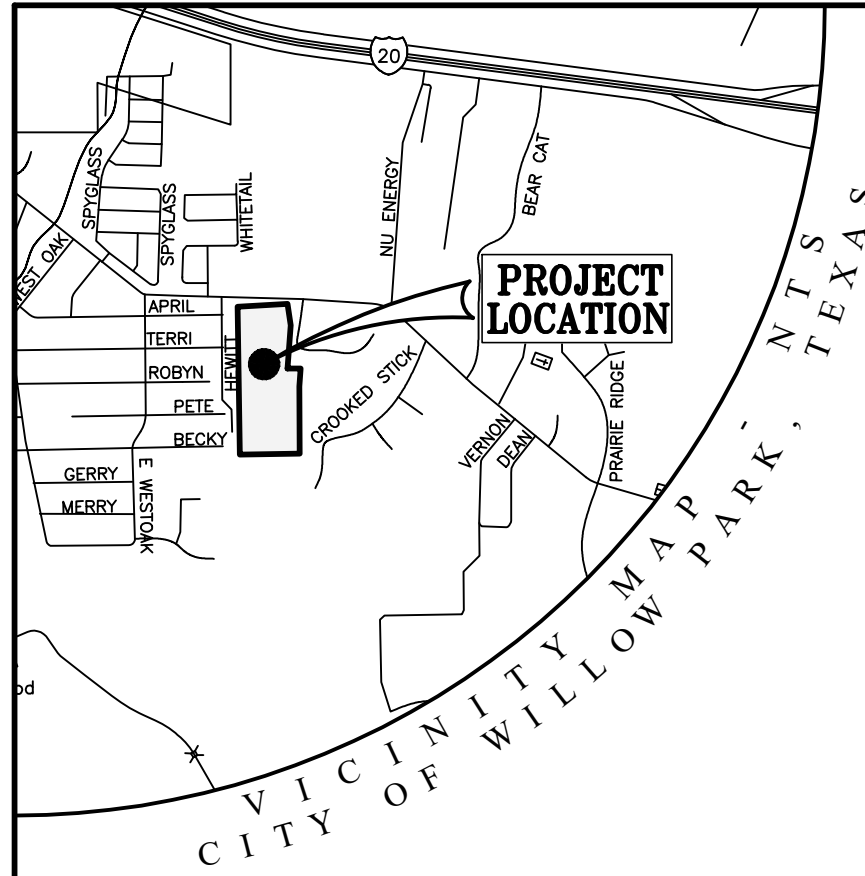
HANEY COMPLEX

BEING A 31.247 ACRE TRACT OF LAND SITUATED IN THE ELIZA OXER SURVEY, ABSTRACT NO. 1031

an addition to the City of Willow Park, Parker County, Texas

AUGUST, 2023

SHEET 1 OF 2



BEING a 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 and Jayme Lynne Haney as recorded in Document Number 202200494, Deed Records, Parker County, Texas (D.R.P.C.T.), 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 (P.R.P.C.T.), and being the most easterly corner of Lot 6 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, passing at a distance of 28.75 feet a found 1/2-inch iron rod, being the northwest corner of the aforesaid Haney Tract 1, same being the most northerly northeast corner of the aforesaid Haney Tract 3, then continuing in all for a total 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, D.R.P.C.T.;

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 said 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, P.R.P.C.T.;

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 158.15 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, P.R.P.C.T., 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, D.R.P.C.T. 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, P.R.P.C.T., 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Haney Revocable Trust, acting herein by and through its duly authorized Trustees, does hereby certify and adopt this plat designating the herein above described property as Lots 1-5, Haney Complex, an addition to the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. Haney Revocable Trust does herein certify the following: The streets and alleys are dedicated for street and alley purposes. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat. No building, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by The City of Willow Park. The City of Willow Park, is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and The City of Willow Park's use thereof. The City of Willow Park, and public utilities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements. The City of Willow Park, and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time permission from anyone. All modifications to this document shall be by means of plat and approved by The City of Willow Park.

STATE OF TEXAS §
COUNTY OF _____ §

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared Dustin Kyle Haney, Co-Trustee, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared Jayme Lynne Haney, Co-Trustee, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

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

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

Notary Public in and for the State of Texas

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATION

I, Toby G. Stock, 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.

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

Toby G. Stock
State of Texas Registered Professional Land Surveyor
No. 6412
Date: August 30, 2023

CITY OF WILLOW PARK, TEXAS
CITY COUNCIL
NOTE: THIS PLAT IS VALID ONLY IF RECORDED WITHIN SIX (6) MONTHS AFTER DATE OF APPROVAL
BY: CITY MAYOR DATE
ATTEST: CITY SECRETARY DATE

GENERAL NOTES

- 1. Basis of bearing being U.S. State Plane Grid - 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.
2. Vertical Datum established using the AllTerra RTKNet Cooperative Network. All elevations shown are NAVD88.
3. Unless otherwise noted all property corners are set 5/8 inch capped iron rods stamped "BHB INC".
4. The property as platted is subject to any document pertaining to utility easements for electric, telephone or other utilities that affects said property as recorded in the Hood County Clerk's Office.
5. This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.
6. Utility Easements may be used for the mutual use and accommodation of all public utilities, said use by public utilities being subordinate to the public's and The City of Willow Park's use thereof. The City of Willow Park and public entities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easement. The City of Willow Park and public utility entities shall have the full right of ingress and egress to and from their respective easements, without the necessity at any time of procuring permission for anyone.
7. All lots shall conform to current zoning building set backs as specified by the City of Willow Park's Municipal Code of Ordinances.
8. Selling a portion of this Addition by metes and bounds is a violation of City Ordinances and State Law, and is subject to fines and withholding of utilities and building permits.

Table with 3 columns: Line #, Direction, Length. Contains 18 line items (L1-L18) with bearings and distances.

Table with 6 columns: Curve #, Delta, Radius, Arc Length, Chord Bearing, Chord Length. Contains 17 curve items (C1-C17) with geometric data.

BAIRD, HAMPTON & BROWN
engineering and surveying
949 Hilltop Drive, Weatherford, TX 76086
tstock@bhinc.com • 817.596.7575 • bhinc.com
TBPELS Firm #44 • TBPELS FIRM #10194146

Owners/Developers:
Attn: Dustin Kyle Haney &
Jayme Lynne Haney, Co-Trustees
Haney Revocable Trust
103 Plantation Ct.
Aledo, Texas 76008
PH# 817-980-2425

PRELIMINARY PLAT
HANEY COMPLEX
BEING A 31.247 ACRE TRACT OF LAND SITUATED IN THE
ELIZA OXER SURVEY, ABSTRACT NO. 1031
an addition to the City of Willow Park, Parker County, Texas
AUGUST, 2023 SHEET 2 OF 2



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: December 12, 2023	Department: Planning & Development Dept.	Presented By: Toni Fisher
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AGENDA ITEM:

Discussion/Action: to allow the City Administrator the authority to make minor changes to the “PD” Planned Development District for the single-family dwelling subdivision of Country Hollow, 19.16 acres John H. Phelps Survey, Abstract No. 1046, City of Willow Park, Parker County, Texas, thereby amending Ordinance No. 882-23.

BACKGROUND:

On September 12, 2023, Red River Development and History Maker Homes requested changes to the PD, all of which City Council approved by Ordinance 882-23.

It was recently realized by the Developer that one change was overlooked, but necessary. The current PD states that 50% of the homes must be over 2,000 square feet; however, it is projected that the number of homes greater than 2,000 sq. ft. will exceed 50%. For this reason, History Maker Homes has requested the change as follows:

PD currently reads:

Section 2.04 Zoning Standards, (4) “Minimum gross living area. The following ranges must be followed per each defined subdivision: 50% 1700-2000 square feet; 50% greater than 2000 square feet.”

Change PD to read:

Section 2.04 Zoning Standards, (4) “Minimum gross living area. 1,700 square feet.”

STAFF RECOMMENDATION:

Staff recommend approval of the change to the Planned Development for Country Hollow, as presented, under the authority of the City Administrator.

EXHIBITS:

- Ordinance No. 882-23 w/ Exhibit A
- Amended Ordinance No. 882-23 w/ Exhibit A

RECOMMENDED MOTION:

Approval to allow the City Administrator to make minor changes to the “PD” Planned Development District for the residential subdivision of Country Hollow, as stated.

CITY OF WILLOW PARK

ORDINANCE NO. 882-23

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A ZONING CHANGE OF "PD" PLANNED DEVELOPMENT DISTRICT FOR RED RIVER DEVELOPMENT'S SINGLE-FAMILY DWELLING SUBDIVISION OF COUNTRY HOLLOW, 19.16 ACRES SITUATED WITHIN THE JOHN PHELPS SURVEY, ABSTRACT NO 1046, CITY OF WILLOW PARK, TEXAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas, is a Type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 211 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Red River Development 2020 LLC (Owner) has applied for a change in zoning for the single-family dwelling subdivision of Country Hollow, 19.16 acres situated within the John Phelps Survey, Abstract No. 1046, (the "Property") amending the "PD/R-5" Planned Development District, Single Family Medium Density, for Country Hollow; and.

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

WHEREAS, the City of Willow Park, Texas does hereby deem it advisable and in the public interest to grant the requested zoning.

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

Section 1. The Zoning Ordinance, and the Official Zoning Map are hereby amended insofar as they relate to certain land located in Willow Park, Texas, as shown on the preliminary Zoning Site Plan attached hereto as Exhibit 'A', and described by metes and bounds description attached as Exhibit 'B', by changing the zoning of said property from R-1 Single Family to PD Planned Development district, including any other conditions and restrictions imposed and approved by the City Council, which are incorporated herein.

Section 2. PD Development Standards

2.0 Planned Development - Single Family

2.01 Purpose: The purpose of this Planned Development District (PD) is to allow for development of standard single-family detached housing.

2.02 Requirements: This Planned Development District shall be subject to the requirements of the R-5 Zoning District, except as modified below. The site plan provided shows the general schematic layout of the site and intended uses only. This site plan is subject to change, and

modifications are allowed in the planning and design process, provided that the final site plan matches the characteristic and intent of the plan provided in this ordinance as Exhibit 'A'.

2.03 Permitted Uses: Uses as allowed in the "R-5" zoning are allowed in this Planned Development District.

2.0-t Zoning Standards: Standards as defined in the "R-5" zoning are required except as modified below.

- (1) Maximum height. Two (2) stories, but not to exceed thirty-five (35) feet.
- (2) Minimum lot area. Five thousand (5,000) square feet.
- (3) Maximum family dwelling units. Six (6) dwelling units per acre.
- (4) Minimum gross living area. The following ranges must be followed per each defined subdivision: 50% 1700 - 2000 square feet; 50% greater than 2000 square feet.
- (5) Front yard setback. Twenty (20) feet, from the edge of the sidewalk closest to the residence.
- (6) Rear yard setback. Ten (10) feet.
- (7) Side yard setback. Five (5) feet.
- (8) Corner lot side yard setback. Ten (10) feet.
- (9) Maximum lot coverage by structure. Average max coverage of Fifty percent (50%) with Lots 27 - 32 Block A and Lots 12-19 Block B max lot coverage of Fifty-Six percent (56%)
- (10) Required parking. Two (2) car attached garage per dwelling unit. Front entrance garages are permitted.
- (11) Required screening. Rear and rear-side yards shall be enclosed with masonry or wooden screening. Screening shall be a minimum of six (6) feet and a maximum of eight (8) foot in height. Screening poles shall be metal and set in concrete. All screening shall be uniform throughout individual subdivisions. Developments done in phases shall ensure that screening is complimentary in style and colors.
- (12) Minimum masonry coverage. One hundred percent (100%) masonry on all sides, except where prohibited by Fire Code and excluding areas over roof or that bear on foundation or considered an architectural feature.
- (13) Landscape requirements. Front and front side yards shall be sodded. The front yard shall have minimum of one (1) tree with minimum three (3) inch trunk diameter as measured twelve (12) inches above the ground and a minimum of thirteen (13) shrubs. Said shrubs shall be a minimum of two (2) ten-gallon shrubs, six (6) five-gallon

shrubs and five (5) three-gallon shrubs at the time of planting.

(14) Architectural relief required. All dwellings shall have one or more offsets in the front facade of at least 24" depth. Covered porches are included as an offset.

(15) Repetition of building form.

(A) Repetition of facade. The same floor plan with the same house elevation and brick color may not be duplicated within three (3) lots adjacent to the applicable lot on the same side of the street and on the lot directly across the street from that applicable lot.

(B) Determination by building official.

1. The building official shall have discretion to approve minor variations in the requirements of this section, so long as those variations are consistent with the overall intent of this section.

2. The following process shall be used to approve a front building elevation plan for master elevation approval for the community:

a. The applicant shall submit a dimensioned rendering of the front building elevation to the building official.

b. The building official shall determine the elevation plan's compliance with this section for use of the elevation to be built within the community.

c. The applicant shall prepare and submit construction plans and one of the elevation plans from the approved master elevation set to the building official, who shall process the plans in accordance with city ordinances and policies.

d. The master elevation plan approval shall remain in effect until the completion of all construction has been completed within the community.

f. Construction plans shall be consistent with the approved elevation plan. If construction plans are inconsistent, consistent plans shall be submitted or a new elevation plan must be approved for the construction plans under the criteria of this section.

(C) Minimum roof pitch required. A minimum 8:12 roof pitch is required for each primary structure, with the exception of garages, patios and porches, which shall have a minimum of a 4:12 roof pitch.

(D) Minimum overhang required. Each primary structure must be constructed

with a roof overhang of not less than eleven (11) inches as measured from the finished exterior building facade to the soffit.

(E) Roofing: system required. Installed roofing shingles must consist of dimensional shingles with a minimum manufacturer's rating of twenty (20) years.

(16) Special regulations.

(A) Portable trailers may be used as offices or storage trailers located within a new sub-development subject to the following provisions:

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

(B) All streets shall be constructed of concrete, with curb and gutter and adjacent sidewalks.

(C) Connectivity to adjacent subdivisions or commercial areas must be provided.

(D) Amenity provisions:

1. Pocket parks or subdivision specific green space, or parkland dedication fee in lieu of either/both;
2. Benches in common areas;
3. Enhanced landscaping;
4. Enhanced lighting, where appropriate;
5. Trees planted along streets or roadways;
6. Home owner association shall maintain all common area or common to all amenities;
7. All utilities shall be buried underground.

Section 3. Severability Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Willow Park, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinance. in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Willow Park's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

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

Section 4. Penalty Clause. Any person, firm, association or persons, com pan), corporation. or their agents, servants, or employees violating or failing to comply with any of the provision of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Y.T.C.A. Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED by an affirmative vote of all members of the City Council, this 12th clay of September, 2023.

APPROVED:

C/
Doyle ss. Mayor

ATTEST:

Crystal R. Dozier
Crystal R. Dozier TRMC, City Secretary



Pat Chesser
Pat Chesser, City Attorney

The Willow Park City Council in acting on Ordinance 882-23, did on the 12th day of September, 2023, vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss, Mayor			
Eric Contreras, Place 1	V		
Chawn Gilliland, Place 2	<u>ABSENT</u>		
Greg Runnebaum, Place 3	<u>/</u>		
Lea Young, Place 4	<u>/</u>		
Nathan Crummel, Place 5	<u>/</u>		

EXHIBIT A
PRELIMINARY PD SITE PLAN

CITY OF WILLOW PARK

ORDINANCE NO.

AN AMENDED ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A ZONING CHANGE OF “PD” PLANNED DEVELOPMENT DISTRICT FOR RED RIVER DEVELOPMENT’S SINGLE-FAMILY DWELLING SUBDIVISION OF COUNTRY HOLLOW, 19.16 ACRES SITUATED WITHIN THE JOHN PHELPS SURVEY, ABSTRACT NO 1046, CITY OF WILLOW PARK, TEXAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas, is a Type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 211 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Red River Development 2020 LLC (Owner) has applied for a change in zoning for the single-family dwelling subdivision of Country Hollow, 19.16 acres situated within the John Phelps Survey, Abstract No. 1046, (the “Property”) amending the “PD/R-5” Planned Development District, Single Family Medium Density, for Country Hollow; and.

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

WHEREAS, the City of Willow Park, Texas does hereby deem it advisable and in the public interest to grant the requested zoning.

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

Section 1. The Zoning Ordinance, and the Official Zoning Map are hereby amended insofar as they relate to certain land located in Willow Park, Texas, as shown on the preliminary Zoning Site Plan attached hereto as Exhibit ‘A’, and described by metes and bounds description attached as Exhibit ‘B’, by changing the zoning of said property from R-1 Single Family to PD Planned Development district, including any other conditions and restrictions imposed and approved by the City Council, which are incorporated herein.

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2.0 Planned Development - Single Family

2.01 Purpose: The purpose of this Planned Development District (PD) is to allow for development of standard single-family detached housing.

2.02 Requirements: This Planned Development District shall be subject to the requirements of the R-5 Zoning District, except as modified below. The site plan provided shows the general schematic layout of the site and intended uses only. This site plan is subject to change, and

modifications are allowed in the planning and design process, provided that the final site plan matches the characteristic and intent of the plan provided in this ordinance as Exhibit 'A'.

2.03 Permitted Uses: Uses as allowed in the "R-5" zoning are allowed in this Planned Development District.

2.04 Zoning Standards: Standards as defined in the 'R-5" zoning are required except as modified below.

- (1) Maximum height. Two (2) stories, but not to exceed thirty-five (35) feet.
- (2) Minimum lot area. Five thousand (5,000) square feet.
- (3) Maximum family dwelling units. Six (6) dwelling units per acre.
- (4) Minimum gross living area. ~~The following ranges must be followed per each defined subdivision: 50% 1700 – 2000 square feet; 50% greater than 2000 square feet.~~ 1,700 square feet.
- (5) Front yard setback. Twenty (20) feet, from the edge of the sidewalk closest to the residence.
- (6) Rear yard setback. Ten (10) feet.
- (7) Side yard setback. Five (5) feet.
- (8) Corner lot side yard setback. Ten (10) feet.
- (9) Maximum lot coverage by structure. Average max coverage of Fifty percent (50%) with Lots 27 – 32 Block A and Lots 12-19 Block B max lot coverage of Fifty-Six percent (56%)
- (10) Required parking. Two (2) car attached garage per dwelling unit. Front entrance garages are permitted.
- (11) Required screening. Rear and rear-side yards shall be enclosed with masonry or wooden screening. Screening shall be a minimum of six (6) feet and a maximum of eight (8) foot in height. Screening poles shall be metal and set in concrete. All screening shall be uniform throughout individual subdivisions. Developments done in phases shall ensure that screening is complimentary in style and colors.
- (12) Minimum masonry coverage. One hundred percent (100%) masonry on all sides, except where prohibited by Fire Code and excluding areas over roof or that bear on foundation or considered an architectural feature.
- (13) Landscape requirements. Front and front side yards shall be sodded. The front yard shall have minimum of one (1) tree with minimum three (3) inch trunk diameter as measured twelve (12) inches above the ground and a minimum of thirteen (13)

shrubs. Said shrubs shall be a minimum of two (2) ten-gallon shrubs, six (6) five-gallon shrubs and five (5) three-gallon shrubs at the time of planting.

(14) Architectural relief required. All dwellings shall have one or more offsets in the front façade of at least 24” depth. Covered porches are included as an offset.

(15) Repetition of building form.

(A) Repetition of facade. The same floor plan with the same house elevation and brick color may not be duplicated within three (3) lots adjacent to the applicable lot on the same side of the street and on the lot directly across the street from that applicable lot.

(B) Determination by building official.

1. The building official shall have discretion to approve minor variations in the requirements of this section, so long as those variations are consistent with the overall intent of this section.

2. The following process shall be used to approve a front building elevation plan for master elevation approval for the community:

a. The applicant shall submit a dimensioned rendering of the front building elevation to the building official.

b. The building official shall determine the elevation plan's compliance with this section for use of the elevation to be built within the community.

c. The applicant shall prepare and submit construction plans and one of the elevation plans from the approved master elevation set to the building official, who shall process the plans in accordance with city ordinances and policies.

d. The master elevation plan approval shall remain in effect until the completion of all construction has been completed within the community.

f. Construction plans shall be consistent with the approved elevation plan. If construction plans are inconsistent, consistent plans shall be submitted or a new elevation plan must be approved for the construction plans under the criteria of this section.

(C) Minimum roof pitch required. A minimum 8:12 roof pitch is required for each primary structure, with the exception of garages, patios and porches, which shall have a minimum of a 4:12 roof pitch.

(D) Minimum overhang required. Each primary structure must be constructed with a roof overhang of not less than eleven (11) inches as measured from the finished exterior building facade to the soffit.

(E) Roofing system required. Installed roofing shingles must consist of dimensional shingles with a minimum manufacturer's rating of twenty (20) years.

(16) Special regulations.

(A) Portable trailers may be used as offices or storage trailers located within a new sub-development subject to the following provisions:

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

(B) All streets shall be constructed of concrete, with curb and gutter and adjacent sidewalks.

(C) Connectivity to adjacent subdivisions or commercial areas must be provided.

(D) Amenity provisions:

1. Pocket parks or subdivision specific green space, or parkland dedication fee in lieu of either/both;
2. Benches in common areas;
3. Enhanced landscaping;
4. Enhanced lighting, where appropriate;
5. Trees planted along streets or roadways;
6. Home owner association shall maintain all common area or common to all amenities;
7. All utilities shall be buried underground.

Section 3. Severability Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Willow Park, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinance. in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Willow Park's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

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

Section 4. Penalty Clause. Any person, firm, association or persons, company, corporation, or their agents, servants, or employees violating or failing to comply with any of the provision of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED by an affirmative vote of all members of the City Council, this 12th day of December 2023.

APPROVED:

Doyle Moss, Mayor

ATTEST:

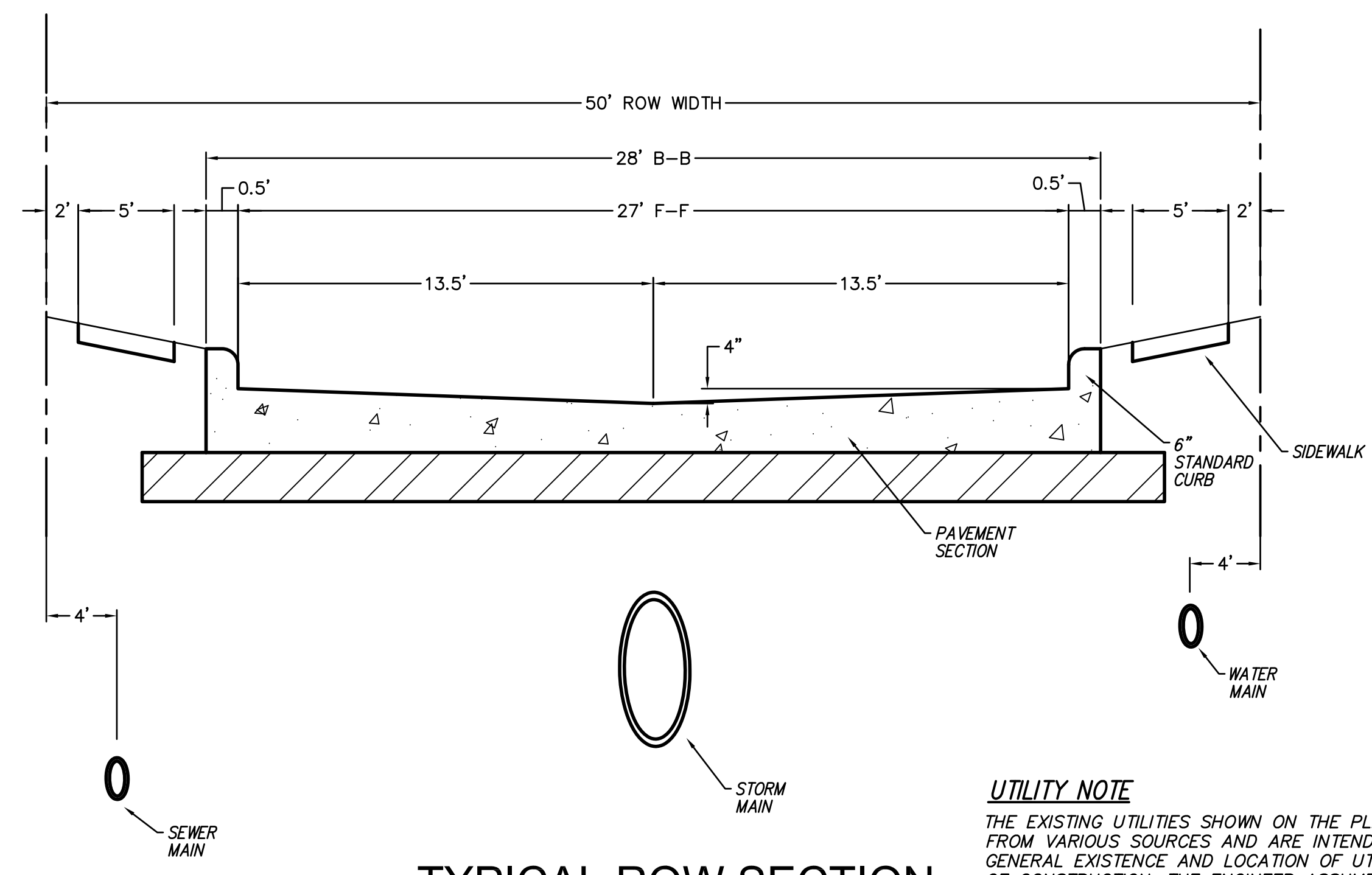
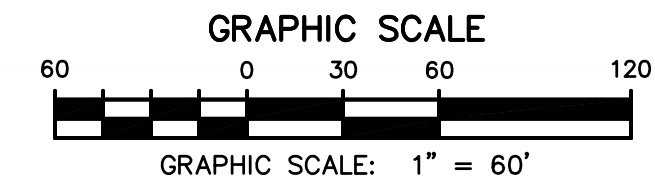
Crystal R. Dozier TRMC, CMC City Secretary

Pat Chesser, City Attorney

The Willow Park City Council in acting on **Ordinance No.** , did on the 12th day of December, 2023, vote as follows:

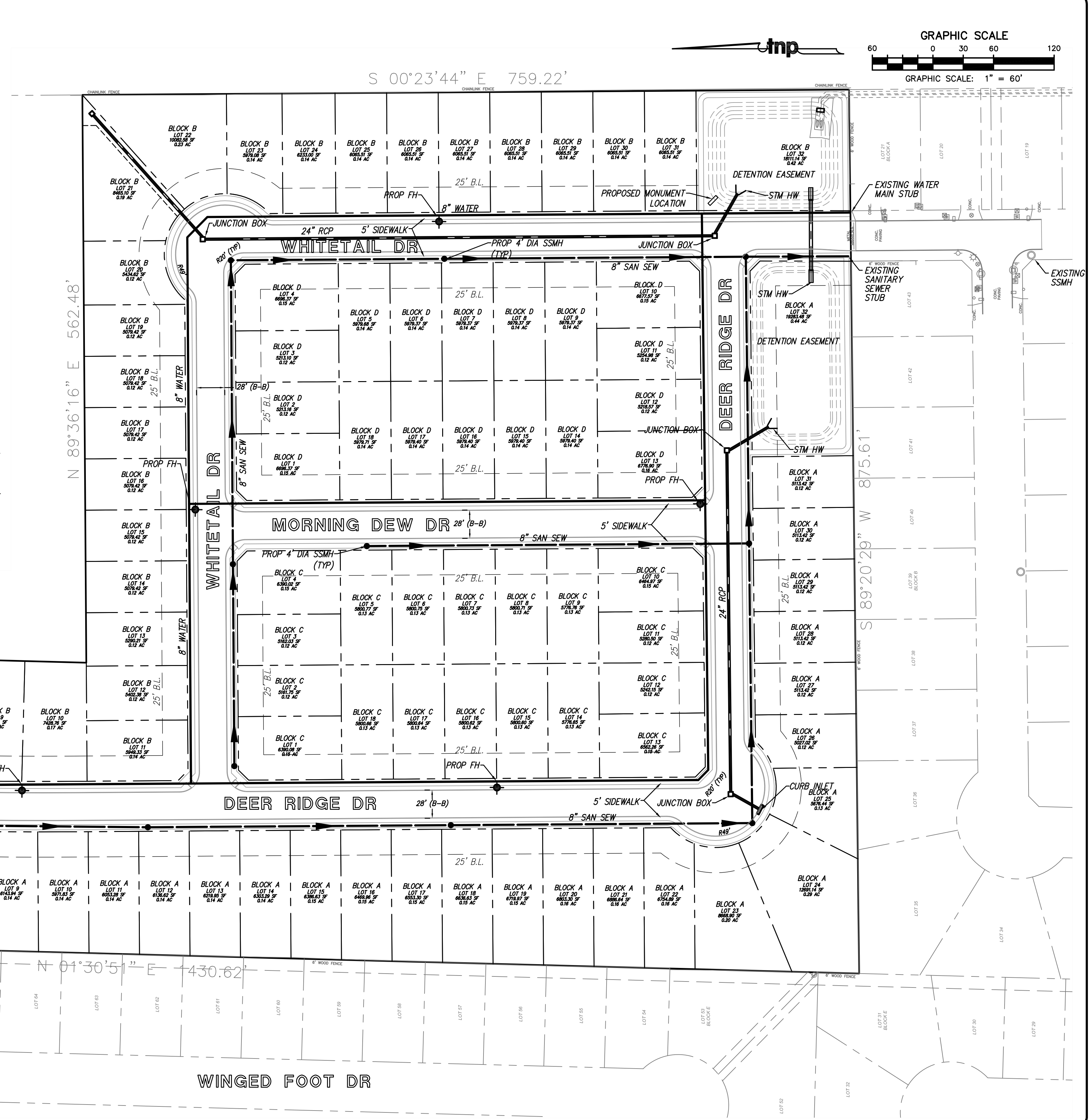
	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss, Mayor	_____	_____	_____
Eric Contreras, Place 1	_____	_____	_____
Chawn Gilliland, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel, Place 5	_____	_____	_____

EXHIBIT A
PRELIMINARY PD SITE PLAN



TYPICAL ROW SECTION

UTILITY NOTE
 THE EXISTING UTILITIES SHOWN ON THE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE IS ANY CONFLICT WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

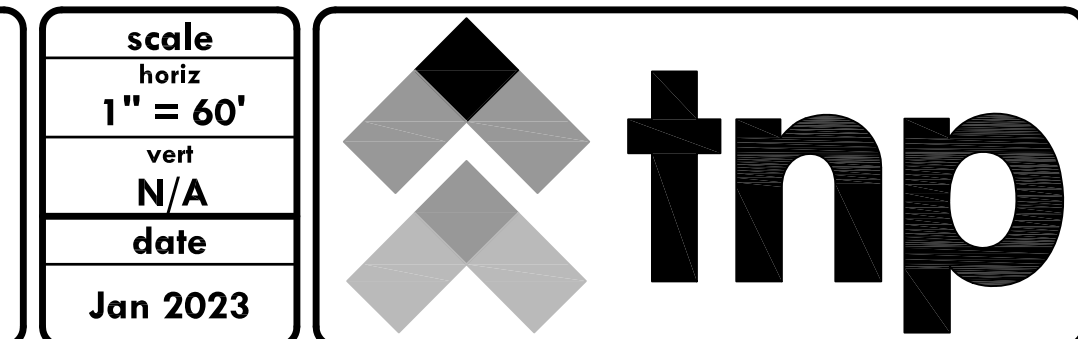


Drawing: T:\Projects\RRD22419\City\CD\Plan\Utility\Plan.dwg, dt: Jan 27, 2023, 11:41am, by: antbilbitz
 Layout: 3, CONCEPT CONSTRUCTION PLAN, xref: AREF-BORDEER.dwg, xref: MSS.dwg, xref: XSD-GRADING.dwg, xref: XSD-SD.dwg, xref: XREF-TNRS.DWG

no.	revision	by	date

teague nall and perkins, inc
 3200 S. Interstate 35E, Suite 1129
 Denton, Texas 76210
 940.383.4177 ph
 www.tnppinc.com
 TBPE: F-230; TBPLS: 10011600, 10011601, 10194381

scale
 horiz
1" = 60'
 vert
 N/A
 date
Jan 2023



This document is for interim review and is not intended for construction, bidding or permit purposes.
ANTHONY MILBITZ, P.E. Date: January 27, 2023
 Tx. Reg. # 142911

City of Willow Park, Texas
 Improvements for
Country Hollow
CONCEPT CONSTRUCTION PLAN

tnp project
RRD22419
 sheet
3



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 12, 2023	Department: Planning & Development	Presented By: Toni Fisher
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AGENDA ITEM:

Discussion & Action: Approval of Contract Proposal for Professional Services by Westwood Professional Services, Inc.

BACKGROUND:

In an effort to beautify the frontage of City Hall with landscaping and increase the parking area, City Staff reached out to Dorothy Witmeyer of Westwood Professional Services, Inc. (previously Pacheco Koch) for help.

After meeting with Staff and understanding our requests for site improvements, Dorothy presented us with the attached proposal for Civil Engineering and Architectural Services, with optional assistance with Utility Plan, Electrical Engineering, and Structural Engineering. This proposal does not include the surveying of this area as this has already been done by Jacob & Martin at Staff’s previous request.

The total for the Civil Engineering and Architectural Services is \$72,600, with an additional \$16,000 for the optional services of Utility Plan, Electrical Engineering, and Structural Engineering, for a total of \$88,600. These funds are available within those appropriated for the improvements to City Hall upon its purchase.

STAFF & BOARD RECOMMENDATION:

Staff recommend approval and execution of the Contract Proposal from Westwood Professional Services, Inc., for all services proposed, for a total of \$88,600, as presented.

EXHIBITS:

- Westwood Professional Services, Inc.’s Contract Proposal w/ Exhibits

RECOMMENDED MOTION:

Motion to approve the Contract for Professional Services with Westwood Professional Services, Inc., in the amount not to exceed \$88,600, as presented.

General Conditions of Agreement

Westwood Professional Services, Inc.

This document, together with the attached **Scope of Work and Fee Proposal (“Proposal”) for the Willow Park City Hall Parking Lot Project** dated **September 26, 2023** (the “Project”), is an agreement (the “Agreement”) between **City of Willow Park** (“Client”), located at 120 El Chico Trail, Suite A Willow Park, Texas 76087 and **Westwood Professional Services, Inc.**, (“Westwood”), located at **4060 Bryant Irvin Road, Fort Worth, Texas 76109**.

1.01 Basic Agreement

Westwood shall provide, or cause to be provided, the services set forth in this Agreement and as described in the accompanying Scope of Services and Compensation exhibits (the “Services”) and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the “Deliverables”). Westwood may engage consultants to assist in the performance of the Services.

2.01 Scope of Services

Westwood shall perform the Professional Consultant services (hereinafter referred to as the “Services”) for the Project as set forth in Exhibit “A” (the “Scope of Services”), which is attached and made a part hereof, in accordance with the terms of this Agreement. All designs, drawings, specifications, documents, and other work products of Westwood, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Reuse, change, or alteration by Client or by others acting through or on behalf of Client of any such Instruments of Service without the written permission of Westwood will be at Client's sole risk.

3.01 Payment Procedures

Westwood shall be compensated by payment of fees as set forth in Exhibit B (the “Compensation and Method of Payment”) which is attached and incorporated herein including any subsequent amendments thereto.

Preparation of Invoices. Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Westwood for Services and expenses within thirty (30) days after the date of Westwood's invoice, Westwood may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Westwood has been paid in full all amounts due for Services, expenses, and other related charges. Westwood has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Client shall provide written notification to Westwood within fifteen (15) days of receipt of the invoice should Client object to all or any part of charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice.

Payment for Services. Client shall pay Westwood as follows:

- A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Westwood's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses and Westwood's consultant's charges, if any.
- B. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses and Westwood's consultant's charges, if any.

4.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Westwood may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class, plus reimbursable expenses and Westwood's consultants' charges, if any.

5.01 Termination

This Agreement may be terminated for cause:

- A. By either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- B. By Westwood:
 - 1) Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional; or
 - 2) Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Westwood's control.

Westwood shall have no liability to Client as a result of such termination in this paragraph.

The terminating party under paragraphs 5.01.A or 5.01.B, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Westwood to demobilize personnel and equipment from the Project site to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

6.01 Successors, Assigns, and Beneficiaries

Client and Westwood are each hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Westwood are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Westwood may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Westwood makes no warranties, express or implied, under this Agreement or otherwise, in connection with Westwood's Services and Deliverables. Westwood and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. If Client notifies Westwood of a deficiency, or if Westwood determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Westwood shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Westwood may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Westwood pursuant to this Agreement. Westwood may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Westwood neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- E. Westwood shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Westwood's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Westwood.
- F. It is understood and agreed that if Westwood's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Westwood that may be in any way connected thereto.

- G. Westwood shall be the owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever. Subject to the provisions herein and upon Westwood's receipt of full payment therefore, Westwood hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project: and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable. Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination of this Agreement by Westwood pursuant to paragraph 4.01, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Westwood or to Westwood's consultants.
- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Westwood.
- K. Nothing contained herein shall be construed to mean that Westwood and Client are engaging in a joint venture or partnership.
- L. Westwood shall maintain insurances during the term of this Agreement as indicated in the attached **Exhibit C** to this Agreement.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

8.01 Hazardous Environmental Conditions

The parties acknowledge this Agreement does not include any services related to a Hazardous Environmental Condition. Such conditions include, but are not limited to the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If Westwood or any other party encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

9.01 Allocation of Risks

- A. To the fullest extent permitted by law, Westwood shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and reasonable charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused in whole or in part by the negligent acts or omissions, intentional tort or failure to pay a subconsultant of Westwood or Westwood's officers, directors, partners, employees, and Westwood's consultants in the performance and furnishing of Westwood's services under this Agreement.
- B. To the fullest extent permitted by the laws of the State of Texas, Client shall indemnify and hold harmless Westwood, Westwood's officers, directors, partners, employees, and Westwood's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) and liabilities that Westwood may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by laws of the State of Texas, and to the extent a claimant is not otherwise barred from recovery, Westwood's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages shall not exceed Westwood's respective percentage of responsibility for such cost, loss, or damage. Westwood shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Westwood's provision of the Services or the Deliverables, even if Westwood has been advised of the possibilities of such damages. In no event shall Westwood's total liability in connection with this Agreement exceed the amounts paid by Client to Westwood under this Agreement.

10.1 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Westwood may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

11.01 Coronavirus Pandemic Impact

Client acknowledges and agrees that due to the dynamic and fluid nature of the coronavirus pandemic (COVID-19) (the “Coronavirus Pandemic”), Westwood may face uncertainty regarding its ability to perform the work contemplated by the Agreement in accordance with the schedule and contracted price. As a result of the Coronavirus Pandemic, the schedule, and related scope and fee, provided in the Agreement may be impacted due to issues outside of Westwood’s control including, but not limited to, the following: (a) shortages in labor (including employees and consultants); (b) direction or guidance from any applicable governmental authority or applicable law that renders Westwood’s or its subconsultants’ performance impossible, impracticable, or contrary to such direction or guidance; (c) delays in governmental approvals; and (d) other causes beyond Westwood’s reasonable control, regardless of whether such impacts are direct or indirect.

If due to the impacts of the Coronavirus Pandemic, Westwood determines in good faith and in Westwood’s sole discretion, that it is not feasible for Westwood or its subconsultants to perform the work in accordance with the schedule Westwood shall promptly notify Client and the parties shall cooperate in good faith to negotiate equitable adjustments to the schedule and/or contract price. Notwithstanding anything to the contrary set forth in this Agreement, including any related work or change order, Westwood shall not be liable to Client for any damages (actual, direct, consequential, incidental, punitive, liquidated, or nominal) as a result of delays or cost adjustments in connection with the Coronavirus Pandemic.

12.01 Right of Entry

To the extent securing a right of entry is not part of the Services, Client grants to Westwood, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Westwood, its employees, agents and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care. Client shall indemnify and hold Westwood harmless from claims for damages caused in part by reasons of Westwood’s provision of Services.

13.01 No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than Client and Westwood. No third party shall have the right to rely on Westwood’s Deliverables or opinions rendered in connection with the Services without the written consent of Westwood and the third party’s agreement to be bound to the same conditions and limitations as Client.

14.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Westwood and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of Willow Park

WESTWOOD:
Westwood Professional Services, Inc.

By: _____

By: _____

Name: _____
(PRINT/TYPE)

Name: _____
(PRINT/TYPE)

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address/Contact for giving notices:

Address/Contact for giving notices:

Westwood Professional Services, Inc.
C/O General Counsel
12701 Whitewater Drive, Suite 300
Minnetonka, Minnesota 55343

- Exhibits: A Scope of Services
 B Compensation & Method of Payment
 C Insurance
 D Schedule

EXHIBIT A
SCOPE OF SERVICES

See attached.

EXHIBIT B
COMPENSATION & METHOD OF PAYMENT

See attached.

EXHIBIT C
INSURANCE
See attached.

EXHIBIT D
SCHEDULE
See attached.

September 26, 2023
Project No.: 0046356.00

Ms. Toni Fisher
Planning & Development Director
CITY OF WILLOW PARK
120 El Chico Trail, Suite A
Willow Park, Texas 76087

Re: Professional Civil Engineering & Landscape Architecture Services
WILLOW PARK CITY HALL PARKING LOT
City of Willow Park, Parker County, Texas

Dear Ms. Fisher:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional civil engineering, and landscape architecture services relating to the referenced project. It is our understanding the project consists of a parking lot addition, approximately 45 new spaces, and landscape enhancement areas for Willow Park's recently purchased City Hall building. The site is approximately 2.8 acres, including the existing building and looped drive, located at 120 El Chico Trail.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and
- Exhibit D – Site Exhibit

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Dorothy J. Witmeyer, P.L.A.

DJW/akb

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘A’ – SCOPE OF SERVICES
WILLOW PARK CITY HALL PARKING LOT

PROJECT DESCRIPTION:

The project consists of a parking lot addition, for approximately 45 new spaces, and landscape enhancement areas, which may include a small plaza, green space and enhanced plantings for Willow Park’s recently purchased City Hall building. The site is approximately 2.8 acres, including the existing building and looped drive, located at 120 El Chico Trail. The project area can be seen in the attached Exhibit “D” (PROJECT).

LANDSCAPE ARCHITECTURE BASIC SERVICES:

Landscape Architecture Assumptions And Exclusions

Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

1. Assumptions:

- Area of work is as shown in “Exhibit D” attached.
- Project budget is unknown.
- A digital site survey file will be provided by the Client for the design and construction of the project.

2. Exclusions:

- Presentations, documents, or plans required for “Special Exceptions”, Variances or Zoning changes required by the architectural or civil design solutions chosen by the Owner.
- Field identification or location of trees. The landscape architect assumes that the tree survey provided by the owner/civil will have the pertinent information.
- Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
- Water feature design in excess of determining the shape in plan view. Detailed MEP design or structural basin requirements will be by others, or design-build consultant (hired by others) as coordinated with the landscape architect throughout the design.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
- Site signage and/or signs for buildings and vehicular circulation.
- LEED pursuit.
- Footings for shade structures.
- Site walls over 36” height and/or retaining walls less than 36” height with significant surcharge.
- Survey Services
- 3D modeling & 3D graphic renderings

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Allocate team resources.

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
- Conduct review meetings with the Client at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the Client.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, Westwood shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs.

B. Full Landscape Architecture Services

Westwood will provide Landscape Architecture Design services that consists of hard and soft surface elements of the site on the ground plane. Elements for this proposal include paving, selection and location of ornamental light fixtures, pedestrian hand rails (if required), exterior stairs and ramps (if required), site furniture, fencing, mow curbs, landscape plantings, irrigation, shade structures and seat walls/retaining walls less than 36” in height.

1. Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Concept Design: Two (2) concept options submitted for client review and coordination. To include plan rendering and image board for each concept only. Following a presentation of the concepts, Client comments will be incorporated into the Schematic Design.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- Schematic Design: One (1) schematic option submitted for client review and coordination. One (1) board depicting critical sections, or elevations of the design necessary to demonstrate design intent. Following team review, one (1) revision of the Schematic Design to incorporate client comments. An opinion of probable construction cost will be provided.
 - Design Development (60% Plans): Plans to include one (1) Layout Plan depicting horizontal alignment of hard surface elements and lighting, one (1) Planting Plan for site plan approvals, one (1) Irrigation Plan, and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided.
 - Construction Documents (90% & Final Plans): Plans to include demolition, layout, planting, irrigation and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Architectural Plans.
 - SWPPP Coordination with the Owner and Contractor to ensure that the NOI and NOT forms are filled out and submitted to the appropriate agencies.
 - Coordination with the Civil Engineer to connect landscape drainage structures and features into the overall site drainage plan (if required).
 - Coordination with Electrical Engineer related to ornamental light fixtures.
- C. TDLR Coordination
Westwood will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.
1. Included in this item:
 - One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
 2. Not included in this item:
 - Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
 - Fees for the review and inspection will be submitted as a reimbursable expense.
- D. Landscape Limited Bid Services:
Westwood will provide limited bid phase services related to the work shown in the plans.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- E. Landscape Construction Administration:
Westwood will provide limited Construction Administration services related to the work shown on the Landscape Plans.

A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture, Layout, Plating or Irrigation Plans provided by Westwood. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.

At the Client’s request, a representative will attend up to two (2) Owner/Architect/Contractor (OAC) project coordination meetings during construction.

At the request of the Owner, Westwood will visit the site at critical junctures during the course of site construction up to three (3) times. Recommended times for site visits could include:

- Paving mockups and site formwork/reinforcing.
- Testing of the irrigation main line and landscape drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection. Please note the following:

- Westwood shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Westwood have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Westwood neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- Westwood shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Westwood shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Westwood’s employees and representatives shall comply with the specific applicable requirements of the Contractor’s and Owner’s safety programs of which Westwood has been informed in writing.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

CIVIL BASIC SERVICES:

- F. Full Civil Engineering Paving & Drainage Design
Westwood will provide Civil Engineering design services that include a paving plan, grading plan, existing drainage area map, and proposed drainage area map.
1. Included in this item:
- Coordination of City review and approval of plans prepared as part of this item.
 - Schematic Design: One (1) schematic grading and paving plan based on the Owner approved concept plan. Schematic Grading and Paving plans will show general site drainage patterns and anticipated paving sections based on a Geotechnical report provided by the Owner. Civil Engineer will assist the Landscape Architect in generating civil costs and quantities for the opinion of probable construction cost.
 - Design Development Plan (60% Plans): Plans to included one (1) Paving Plan with paving recommendations based on a geotechnical report provided by the Owner, one (1) grading plan showing existing and proposed grades, one (1) existing drainage area map showing existing drainage patterns, one (1) proposed drainage area map showing proposed drainage flows and patterns. Dimensional Control plans will be provided by the Landscape Architect. Civil Engineer will assist the Landscape Architect in generating civil costs and quantities for the opinion of probable construction cost.
 - Construction Documents (90% & Final Plans): Plans to included one (1) Paving Plan with paving recommendations based on a geotechnical report provided by the Owner, one (1) grading plan showing existing and proposed grades, one (1) existing drainage area map showing existing drainage patterns, one (1) proposed drainage area map showing proposed drainage flows and patterns. Dimensional Control plans will be provided by the Landscape Architect. All plans will be to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Civil Engineering plans.
- G. Civil Limited Bid Services
Westwood will provide limited bid phase services related to the civil work shown on the plans.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

Westwood will support the bid phase of the project as follows.

1. Bid Advertisement:

- Westwood shall prepare and submit to Client a draft Bid Advertisement for publishing by the Client.

H. Construction Administration

Westwood will be available to attend up to one (1) project coordination meeting (including conference calls) during construction.

1. Meetings could include:

- Pre-Bid Conference.
- Pre-Construction Conference.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.
- Visits to the construction-site to monitor progress of the construction and to check for general compliance with the construction documents.

This shall not be construed as performing continuous construction inspection. Westwood will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Those submittals could include Contractor’s Application for Partial Payment and Final Payment, shop drawings, product data, mix design, etc. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- Westwood shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Westwood have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Westwood neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- Westwood shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Westwood shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Westwood’s employees and representatives shall comply with the specific applicable requirements of the Contractor’s and Owner’s safety programs of which Westwood has been informed in writing.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

- I. **Geotechnical Investigation**
Westwood will provide a Geotechnical Investigation for the project. The investigation will be performed by a Licensed Geotechnical Engineer. This item will include a report that will provide site information and recommendations for pavement and foundation designs.
- J. **Direct Expenses**
1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.
- K. **Site Utilities Plan**
Westwood will prepare plans for on-site water and sanitary sewer improvements for a proposed decorative landscape fountain. These improvements will be designed from existing public mains located adjacent to the site to a point 5-feet outside the proposed building.
1. Included in this item:
- Coordination with the respective City/Utility provider and Landscape Architect to ensure size and connections points are appropriately located.
 - Coordination of City review and approval of plans prepared.
 - One (1) revision to the plan to reflect site plan changes as a result of City, Owner or Architect comments.
2. Not included in this item:
- Design of any off-site utility improvements or extensions not describe above.
 - Profiles
- L. Westwood will contract with a sub consultant to provide electrical engineering services as they relate to site lighting. Lighting types may include, Parking Lot, Pedestrian and GCFI outlets.
- M. Westwood will contract with a sub consultant to provide limited structural engineering services as they relate to the site lighting listed above.

EXHIBIT A to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

Services not included in this contract:

- Construction inspection services
- As-built surveys of constructed improvements
- Public hearings or City Council/Commission meetings
- Utility coordination meeting(s) to start relocation process with affected franchise utilities
- Reset property corner monumentation disturbed or removed during or after construction
- Required application and permitting fees (LOMR) or special insurance premiums are not included
- Phase II Environmental Site Assessments
- Storm Water Pollution Prevention Plans (SWPPP)
- Floodplain studies and permitting
- Boundary and topographic surveying
- Preliminary and final platting
- Zoning change assistance
- Traffic and parking studies
- Retaining wall design over 36" in height or with surcharges
- Design of screening walls, transformer or generator pads, pavers and/or site signage
- Design of any underfloor drainage systems or grading
- Design of french drain systems around the building perimeters
- Signage Plan
- Off-site roadway, drainage, and utility extensions/improvements
- LEED pursuit
- Construction staking
- TxDOT Coordination
- TxDOT Swale modifications, hydrologic, or hydraulic modeling
- Coordination of overhead electric relocation
- Public or Private storm Drain Design
- Traffic Studies
- Public Roadway Improvements, deceleration lanes, or acceleration lanes

END OF EXHIBIT ‘A’

EXHIBIT B to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

WILLOW PARK CITY HALL PARKING LOT

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$72,600.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A. Project Management, Coordination & Permitting	\$ 8,000.00
B. Full Landscape Architecture Services	\$22,000.00
C. TDLR Coordination	\$ 2,000.00
D. Landscape Architecture Bid Phase	\$ 2,400.00
E. Landscape Architecture Construction Administration	\$ 4,200.00
F. Civil Engineering Services	\$22,000.00
G. Civil Bid Phase Services	\$ 1,000.00
H. Civil Construction Administration	\$ 3,000.00
I. Geotechnical Engineering	\$ 6,000.00
J. Direct Expenses (Not to Exceed)	<u>\$ 2,000.00</u>
TOTAL	\$72,600.00

If Requested:

K. Utilities Plan	\$ 8,000.00
L. Electrical Engineering	\$ 5,000.00
M. Structural Engineering	\$ 3,000.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood’s cost.

END OF EXHIBIT ‘B’

EXHIBIT C to Agreement between the City of Willow Park, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT ‘C’

EXHIBIT D

Item 7.

Willow Park City Hall

Legend

Limits of project site

Limits of new parking lot and landscape improvements

Google Earth

Interstate 20 Frontage Rd

300 ft





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: December 5, 2023	Department: Public Works	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion/Action: to approve the sale of a 2002 John Deere 310G Backhoe by online auction.

BACKGROUND:

The Public Works Department has a 2002 John Deere 310G Backhoe that is no longer needed. The backhoe was replaced several years ago with a newer backhoe and this old backhoe was delegated to the Wastewater Treatment Plant and used to move chemical containers around.

During the past few months, it was discovered that the hydraulic cylinders were leaking, and the backhoe was taken to United Ag and Turf to be repaired.

Once the mechanic began dismantling the cylinders, it was discovered that the hydraulic pump had also gone out. The estimated cost for repairs was around \$10,000.

Being that the backhoe is not used but maybe once every couple of weeks, I have elected not to make the repairs to the backhoe and am requesting council to approve the sale of the backhoe via online auction site, govbdeals.com.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To approve the sale of a 2002 John Deere 310G Backhoe.

EXHIBITS:

Pictures of the backhoe.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	







CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 12, 2023	Department: Admin	Presented By: City Manager
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AGENDA ITEM: Discussion/Action: to authorize staff to accept bids to demolish the building located at 516 Ranch House Road.

BACKGROUND: The building at 516 Ranch House Road, formally City Hall, is in a condition that is unsuitable to be repaired without significant costs. There are numerous code violations, most notably fire and electrical. Staff recommendation is to demolish the building.

Suggested Motion: I move to authorize staff to accept bids to demolish the building at 516 Ranch House Road.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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



CITY COUNCIL AGENDA ITEM DEPARTMENT REPORT

Council Date: December 12, 2023	Department: Planning & Development	Presented By: Toni Fisher
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AGENDA ITEM: PLANNING & DEVELOPMENT DEPARTMENT REPORT

Since the last Planning & Development Department Report in August 2023, the city has seen a few changes. All projects below are shown on the attached Development Map:

Project Status:

Completed within this quarter:

- **Canvas of Willow Park** townhome community with 110 residential rental units
- **The Village of Willow Park** apartment community with 58 residential rental units; ownership of the complex has also recently changed.
- **Sally Watkins Realty**
- Willow Park Medical Offices #3 & #4, now occupied and operated by **Medical City**

Ongoing projects:

- **Glamper Camper** is finishing its office building at the entrance; the RV bays are open for rental.
- **The District** is still under construction; estimated Spring 2024 completion.

Site Development Plan permit received and reviewed, but Building plans have not yet received:

- **Medical Professional Plazas #1 & #2** are awaiting required tenant commitment for financing before proceeding.
- **Commercial Park** is awaiting full approval from Magellan for the pipelines running through the site
- **Reserves at Trinity, Phase II** is on hold until Meadow Place alignment is resolved.

Projects advancing:

- **Country Hollow** single-family home subdivision is to be developed by History Maker Homes, with an anticipated start in January 2024.
- **Willow Park Baptist Church** is building a bus barn, currently under production
- **District Butcher**'s tenant finish-out is currently under review and awaiting The District's completion.
- **Standard Service** restaurant has submitted building plans for review and is to begin construction.
- **Tommy's Boats** dealership and service has submitted building plans for review and is to begin construction.

- **Taco Bueno** restaurant and secondary shell has submitted building plans and is to begin construction.
- **National Bank of Texas (NBT)** is under construction.

Permit Budget:

The attached spreadsheets show the 3rd & 4th Quarters of FY2022-23 and the 1st Quarter of FY2023-24 to date. These quarterly reports are based on the **receipt and input** of permits by the City, but *not the permit issuance date*. What this means is that this report may not show an actual or accurate “permit-to-payment” calculation because the permit fees are collected when the permit is to be released, not when submitted. Further, some permits are for City projects for which fees are, obviously, not collected.

The **3rd Quarter of FY2022-23** has been updated to reflect fees collected. The **4th Quarter of FY 2023-23** shows all permits submitted within that quarter, increased from 75 in the 3rd to 112 in the 4th. As per the above referenced explanation, you should notice that the 1st and 2nd Quarter calculations at the bottom of each spreadsheet have been updated, significantly raising the 2nd quarter; and we expect the 3rd & 4th quarters will likely need adjusting for the next department report for fees not yet collected.

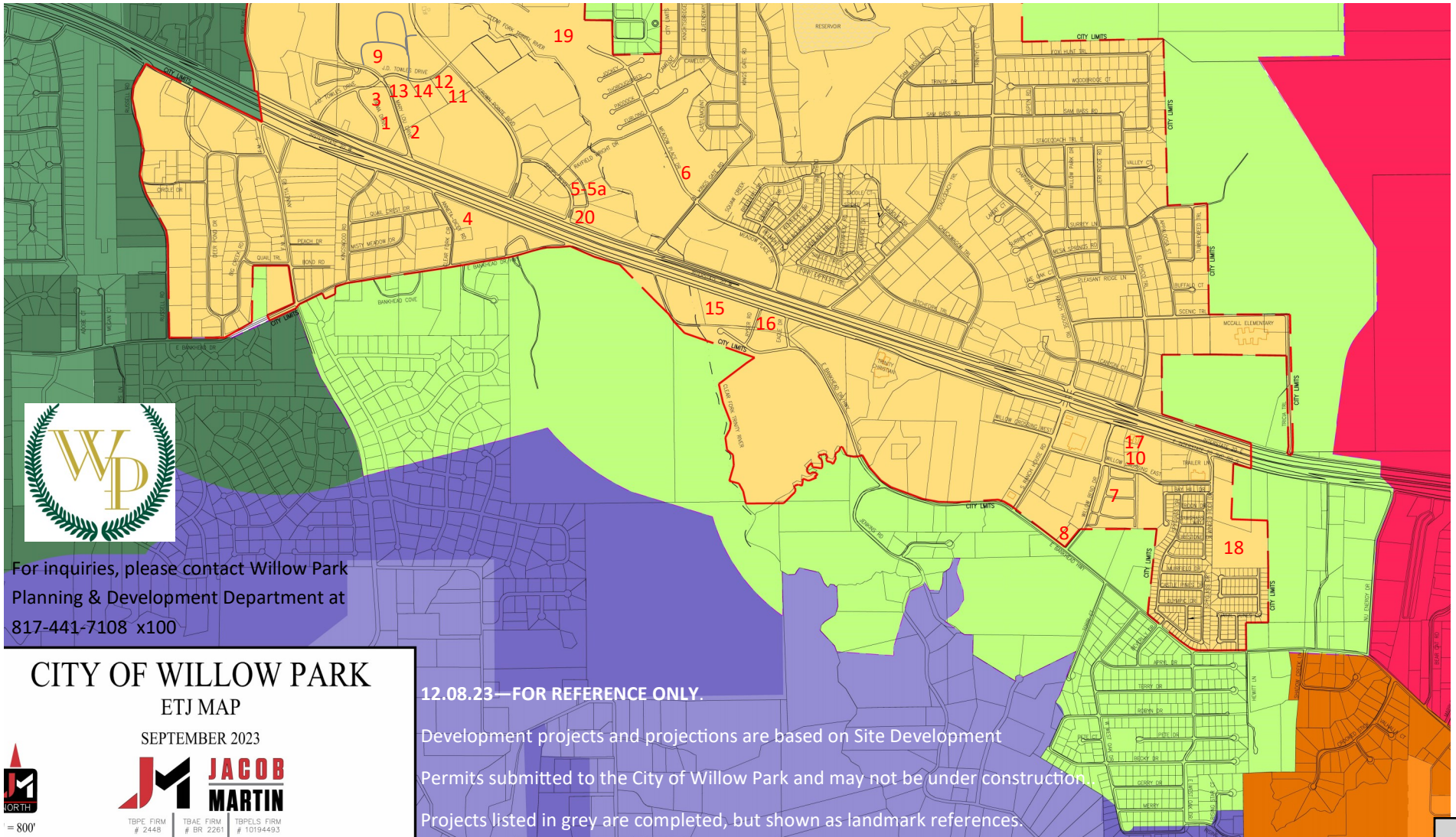
Current calculations for FY2022-23 show permit revenue of \$540,977.94, but even after fees are adjusted for permits received after this quarter, the department will fall short of its annual revenue budget of \$749,700.

The **1st Quarter of FY2023-24** is proving to be off to a slow start in fees, but we do notice an increase in commercial and residential activity. In looking at this spreadsheet, you’ll realize that there are five (5) new commercial buildings permitted and three (3) new home dwellings with minimum or no fees shown; when compared to 3rd and 4th Quarter fees, it is anticipated that we will collect at least \$100,000 in additional permit revenue once those permit fees are paid. If projections are correct, this should finish out a strong quarter toward FY2023-24’s annual revenue budget of \$599,035.

EXHIBITS:

- Commercial Project Map
- Permit Spreadsheet

- 1 Ambulatory Surgery Center
- 2 Texas Health medical office bldg.
- 3 G.I. Alliance Endoscopic Center
- 4 Glamper Camper RV Storage
- 5 The District restaurant & entertainment
- 5a District Butcher (tenant)
- 6 Canvas of Willow Park (110 residential units)
- 7 The Village at Willow Park (58 residential units)
- 8 Commercial Park (shell)
- 9 Willow Park Baptist Church complex
- 10 Sally Watkins Realty
- 11 & 12 Medical Professional Plazas #1 & #2
- 13 & 14 Medical City medical offices
- 15 Standard Service restaurant
- 16 Tommy's Boats dealership & service
- 17 Taco Bueno restaurant
- 18 Country Hollow (98 single-family homes)
- 19 Reserves at Trinity—Phase II (approx. 80 single family homes)
- 20 National Bank of Texas (NBT)



For inquiries, please contact Willow Park Planning & Development Department at 817-441-7108 x100

CITY OF WILLOW PARK

ETJ MAP

SEPTEMBER 2023



12.08.23—FOR REFERENCE ONLY.

Development projects and projections are based on Site Development Permits submitted to the City of Willow Park and may not be under construction. Projects listed in grey are completed, but shown as landmark references.



PLANNING & DEVELOPMENT DEPT. - QUARTERLY REPORT

Prepared by Toni Fisher, Planning & Development Director, 12/07/23

2023 - 3rd Quarter: April 1 - June 30, 2023

COMMERCIAL PERMITS:			
Type of Permit	# of Permits	Cost per Permit	Total Revenue
Irrigation	4	250	\$ 1,000.00
New Addition Building	1	varies	\$ 4,298.07
New Building	3	calculated	\$ 26,730.27
Plumbing	1	100	\$ 100.00
On-Site Sewage Facility	0	600	\$ -
Revised Certificate of Occupancy	2	0	\$ -
Electrical		calculated	
Sign	8	varies	\$ 4,700.00
Temporary Sign	0	75	
Site Delopment Plan	2	0-150	\$ 150.00
Tenant Remodel	0	calculated	
TOTAL COMMERCIAL PERMITS:	21		\$ 36,978.34

RESIDENTIAL PERMITS:			
Type of Permit	# of Permits		Total Revenue
Accessory Building	3	calculated	\$ 916.62
Addition to Residential Dwelling	3	calculated	\$ 4,517.29
Drive Approach	1	100	\$ 100.00
Electrical	5	100	\$ 500.00
Fence/Retaining Wall	5	70	\$ 350.00
Foundation Repair	0		
Irrigation	3	100	\$ 300.00
Mechanical	10	100	\$ 1,000.00
On-Site Sewage Facility	4	600	\$ 2,400.00
Plumbing	13	100	\$ 1,300.00
Pool/Spa	7	715	\$ 3,645.00
Remodel/Addition Building	0	calculated	
Single-Family Dwelling	4	calculated	\$ 55,605.85
Window Replacement	0	100	
TOTAL RESIDENTIAL PERMITS:	58		\$ 70,634.76

DEVELOPMENT & MISCELLANEOUS PERMITS:			
Type of Permit	# of Permits		Total Revenue
Demolition	0	150	
Final Plat	2	calculated	\$ 938.76
Fire Alarm	3	500	\$ 1,500.00
Fire Hood Suppression	0	500	
Fire Suppression	4	500	\$ 2,000.00
Health	27	240	\$ 3,460.00
Health Inspector Mobile Food Truck	2	50	\$ 50.00
Peddler	3	calculated	\$ 6,900.00
Preliminary Plat	1	calculated	\$ 360.00
Re-Plat	4	calculated	\$ 1,441.00
Right-of-Way	1	0	\$ -
Solar Panel System Electrical	4	100	\$ 400.00
Special Event	2	varies	\$ 200.00
Special Use (SUP)	0	100	
TOTAL RESIDENTIAL PERMITS:	53		\$ 17,249.76

GRAND TOTAL OF ALL PERMITS FOR QUARTER:	132		\$ 124,862.86
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FY2022-23 Quarterly Comparison:			<i>updated 12/07/23</i>
1st Quarter - Oct 1 -	71		\$ 78,586.66
2nd Quarter - Jan. 1 - Mar 31	141		\$ 216,590.08
3rd Quarter - Apr 1 - June 30	75		\$ 126,538.74
4th Quarter			
TOTALS for FY2022-23	287		\$ 421,715.48
Revenue Budget for FY2022-23			\$ 749,700.00
Under/Over Budget to date			\$ 327,984.52

PLANNING & DEVELOPMENT DEPT. - QUARTERLY REPORT

Prepared by Toni Fisher, Planning & Development Director, 12/07/23

2023 - 4rd Quarter: July 1 - September 30, 2023

COMMERCIAL PERMITS:			
Type of Permit	# of Permits	Cost per Permit	Total Revenue
Irrigation		250	\$ -
New Addition Building		varies	
New Building	1	calculated	\$ 35,104.13
Plumbing		100	
On-Site Sewage Facility	1	600	\$ 600.00
Revised Certificate of Occupancy	1	0-150	\$ -
Electrical	2	calculated	\$ 542.07
Sign	9	varies	\$ 950.00
Temporary Sign	2	75	\$ 75.00
Site Delopment Plan	3	0-150	\$ 300.00
Tenant Remodel	4	calculated	\$ 9,454.08
TOTAL COMMERCIAL PERMITS:	23		\$ 47,025.28

RESIDENTIAL PERMITS:			
Type of Permit	# of Permits		Total Revenue
Accessory Building	4	calculated	\$ 909.60
Addition to Residential Dwelling	1	calculated	\$ 153.70
Drive Approach	1	100	\$ 100.00
Electrical	3	100	\$ 300.00
Fence/Retaining Wall	8	70	\$ 560.00
Foundation Repair			
Irrigation	9	100	\$ 900.00
Mechanical	9	100	\$ 900.00
On-Site Sewage Facility	2	600	\$ 1,200.00
Plumbing	15	100	\$ 1,400.00
Pool/Spa	3	715	\$ 2,145.00
Remodel/Addition Building	3	calculated	\$ 1,803.71
Single-Family Dwelling	5	calculated	\$ 53,210.77
Window Replacement	1	100	\$ 100.00
TOTAL RESIDENTIAL PERMITS:	64		\$ 63,682.78

DEVELOPMENT & MISCELLANEOUS PERMITS:			
Type of Permit	# of Permits		Total Revenue
Demolition		150	
Final Plat	1	calculated	\$ 481.88
Fire Alarm	3	500	\$ 1,500.00
Fire Hood Suppression		500	
Fire Suppression	2	500	\$ 1,000.00
Health		240	
Health Inspector Mobile Food Truck	1	50	\$ -
Peddler		calculated	
Preliminary Plat	2	calculated	\$ 720.00
Re-Plat	6	calculated	\$ 4,202.52
Rezoning	1	250	\$ 250.00
Right-of-Way	3	0	\$ -
Solar Panel System Electrical	1	100	\$ 100.00
Special Event	5	varies	\$ 300.00
Special Use (SUP)		100	
TOTAL RESIDENTIAL PERMITS:	25		\$ 8,554.40

GRAND TOTAL OF ALL PERMITS FOR QUARTER:	112		\$ 119,262.46
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FY2023-24 Quarterly Comparison:		updated 12/07/23
1st Quarter - Oct 1 - Dec 7	71	\$ 78,586.66
2nd Quarter - Jan. 1 - Mar 31	141	\$ 216,590.08
3rd Quarter - Apr 1 - Jun 30	75	\$ 126,538.74
4th Quarter - Jul 1 - Sep 30	112	\$ 119,262.46
TOTALS for FY2022-23	399	\$ 540,977.94
Revenue Budget for FY2022-23		\$ 749,700.00
Under/Over Budget to date		\$ 208,722.06

PLANNING & DEVELOPMENT DEPT. - QUARTERLY REPORT

Prepared by Toni Fisher, Planning & Development Director, 12/07/23

2024 - 1st Quarter: October 1 - December 7, 2023

COMMERCIAL PERMITS:			
Type of Permit	# of Permits	Cost per Permit	Total Revenue
Irrigation	0	250	\$ -
New Addition Building	0	varies	\$ -
New Building	5	calculated	\$ 5,078.28
Plumbing	1	calculated	\$ 100.00
On-Site Sewage Facility		600	
Revised /Certificate of Occupancy	1	0-150	\$ -
Electrical	0	calculated	\$ -
Mechanical	0	calculated	\$ -
Sign	6	varies	\$ 2,100.00
Temporary Sign	2	75	\$ 150.00
Site Delopment Plan	1	calculated	\$ -
Tenant Remodel	4	calculated	\$ 802.07
TOTAL COMMERCIAL PERMITS:	20		\$ 8,230.35

RESIDENTIAL PERMITS:			
Type of Permit	# of Permits		Total Revenue
Accessory Building	3	calculated	\$ 150.00
Addition to Residential Dwelling	1	calculated	\$ 4,126.82
Drive Approach	1	100	\$ -
Electrical	5	100	\$ 500.00
Fence/Retaining Wall	2	100	\$ 100.00
Foundation Repair			
Irrigation	7	125	\$ 625.00
Mechanical	8	100	\$ 800.00
On-Site Sewage Facility	0	600	\$ -
Plumbing	4	100	\$ 400.00
Pool/Spa	1	715	\$ 715.00
Remodel/Addition Building	2	calculated	\$ 130.00
Single-Family Dwelling	3	calculated	\$ -
Window Replacement	1	100	\$ 100.00
TOTAL RESIDENTIAL PERMITS:	38		\$ 7,646.82

DEVELOPMENT & MISCELLANEOUS PERMITS:			
Type of Permit	# of Permits		Total Revenue
Demolition	2	75-300	\$ 250.00
Final Plat	1	calculated	\$ 587.00
Fire Alarm	1	calculated	\$ 500.00
Fire Hood Suppression	0	calculated	\$ -
Fire Suppression	14	calculated	\$ 10,200.00
Health	8	240	\$ 1,490.00
Health Inspector Mobile Food Truck	9	75-240	\$ 200.00
Peddler	0	calculated	\$ -
Preliminary Plat	0	calculated	\$ -
Re-Plat	0	calculated	\$ -
Rezoning	0	350-450	\$ -
Right-of-Way	0	0	\$ -
Solar Panel System Electrical	2	100	\$ 200.00
Special Event	3	varies	\$ 50.00
Special Use (SUP)	0	450	\$ -
TOTAL RESIDENTIAL PERMITS:	22		\$ 13,477.00

GRAND TOTAL OF ALL PERMITS FOR QUARTER:	80		\$ 29,354.17
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FY2023-24 Quarterly Comparison:			
1st Quarter - Oct 1 - Dec 7	80		\$ 29,504.17
2nd Quarter - Jan. 1 - Mar 31			
3rd Quarter - Apr 1 - Jun 30			
4th Quarter - Jul 1 - Sep 30			
TOTALS for FY2022-23	80		\$ 29,504.17
Revenue Budget for FY2022-23			\$ 599,035.00
Under/Over Budget to date			\$ 569,530.83



CITY COUNCIL AGENDA ITEM DEPARTMENT REPORT

Council Date: December 12, 2023	Department: Planning & Development and Parks	Presented By: Toni Fisher
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AGENDA ITEM: PARKS DEPARTMENT REPORT

This is the first Parks Department report given to City Council:

Christmas Lighting: This budget was increased to include the 30’ Christmas Tree and the beautiful embellishments on the new City Hall, while trees and rooflines within Memorial Park and Cross Timbers Park were still included for illumination for a magical display within our City properties.

Landscaping & Mowing Contract: I&E Services, Inc. continues to do an outstanding job as we move into our second of a 3-year contract. They will be adding Kings Gate Park as an additional mowing area as soon it is closed.

Parks Budget: FY2023-24 allotted the Parks Department its own budget from which it will fund all park improvements and maintenance.

Willow Park Trail System: The Addendum to the Parks & Trails Master Plan was adopted by City Council, which includes a realistic trail map from which the City can begin trail planning and construction. This trail will be the connecting piece of the Weatherford and Aledo trail systems and the heart of Larry Colvin’s newly imagined “East Parker County Trail” (EPCOT). A grant has been submitted by Mr. Colvin, President of the Weatherford Mountain Bike Club, to IMBA organization, and fundraising will be required. More to come on this.

Cross Timbers Park: A non-verbal sign, sponsored by generous donations from Parks Board member, Ever Gomez, and Railhead Realty, was installed by Public Works on the playground side of the park. It aids those in our community who are not able to verbally articulate or communicate. This includes those a broad range of special needs, elderly, or do not speak English, and the sign also includes braille. This was presented to the Parks Board and orchestrated by WPPD Lieutenant Jaclin Ramiriz, who recognized this need for those in our community and, having a son with autism, understood the challenges for those unable to communicate effectively at all times, especially when afraid or angry. This sign appears to be the first in this region of the country, and a wonderful addition to our inclusive playground.

Memorial Park: The pergola at the entrance of the park showed its years of wear, as did the sign showing its dedication to Ofc. Paul Balint, Jr., and earlier in the year, the family was contacted that it needed repair. Unfortunately, they weren’t able to coordinate and this fall, we had to remove the pergola due to unsafe conditions. In Spring 2024, the sign bearing Ofc. Balint’s name will be placed elsewhere in the park. Staff met with I&E

Landscaping, the city’s contractor, to discuss removal of dead trees and foliage, redesign of the flower bed, and repair and/or reinstallation of the sprinkler system in the early Spring months. Staff has also reached out to the Parker County Master Gardeners to assist in its redesign. Public Works has ordered a new flag pole for the park and a US Flag will be flown there. Staff has also reached out to a local Boy Scout troop to inquire about “adopting” the park, but has not yet received a reply.

Kings Gate Park: The city requested Wilks Development to convey the park earlier than originally agreed by the Planned Development district, to allow the start of the trail system and additional park land the city so desperately needed. The park has been surveyed and replatted, and following a few final title company details, the park will be conveyed to the city. See replat attached.

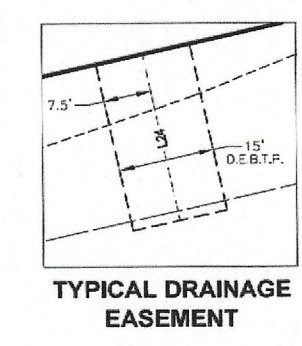
City Hall Grounds: Dorothy Witmeyer of Westwood Professional Servies, Inc. has submitted a proposal, upon our request, to help with design and engineering for the south lot of City Hall, to include a parking lot and landscaping. It is being presented at this meeting.

TXDOT Green Ribbon Grant Program: Dorothy Witmeyer of Westwood Professional Servies, Inc. presented the city with a general proposal to assist with our application to this grant for beautification of our I-20 service road, specifically, the northern side from City Hall working west. Her assistance for application was requested of the Parks Board in February 2023, but its majority could not agree on an action and the item was postponed until more information could be gathered. In response, Ms. Witmeyer has provided us with a more comprehensive proposal, which includes monument signs at the eastern and western ends of our city, and Staff will present this at the next Council meeting.

EXHIBITS:

- Kings Gate Park – Final Replat

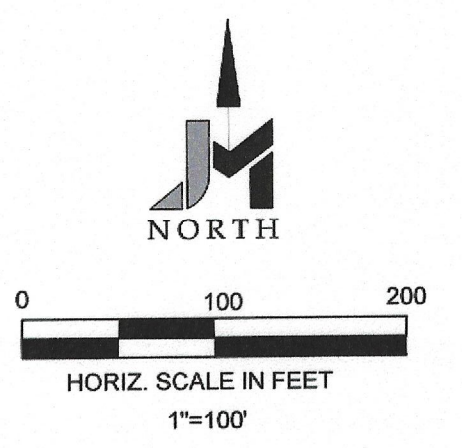
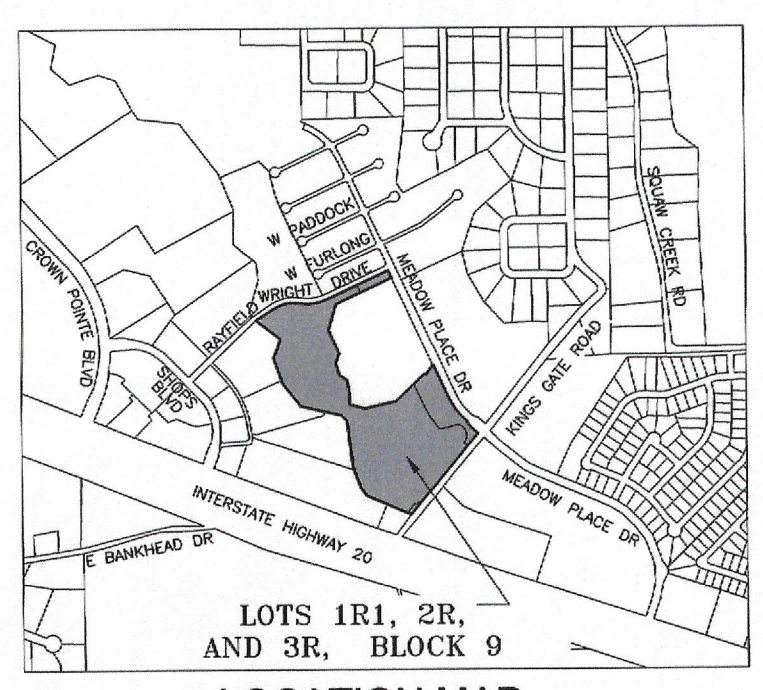
202329740 PLAT Total Pages: 3



JACOB MARTIN
 TBPLS FIRM# 10194493 FIRM# F-2448
 3465 CURRY LANE
 ABILENE, TX 79606
 325-895-1070
 1925 FORT WORTH HWY.
 WEATHERFORD, TX 76086
 817-594-9880
 1014 BROADWAY STREET
 LUBBOCK, TX 79414
 806-368-6375

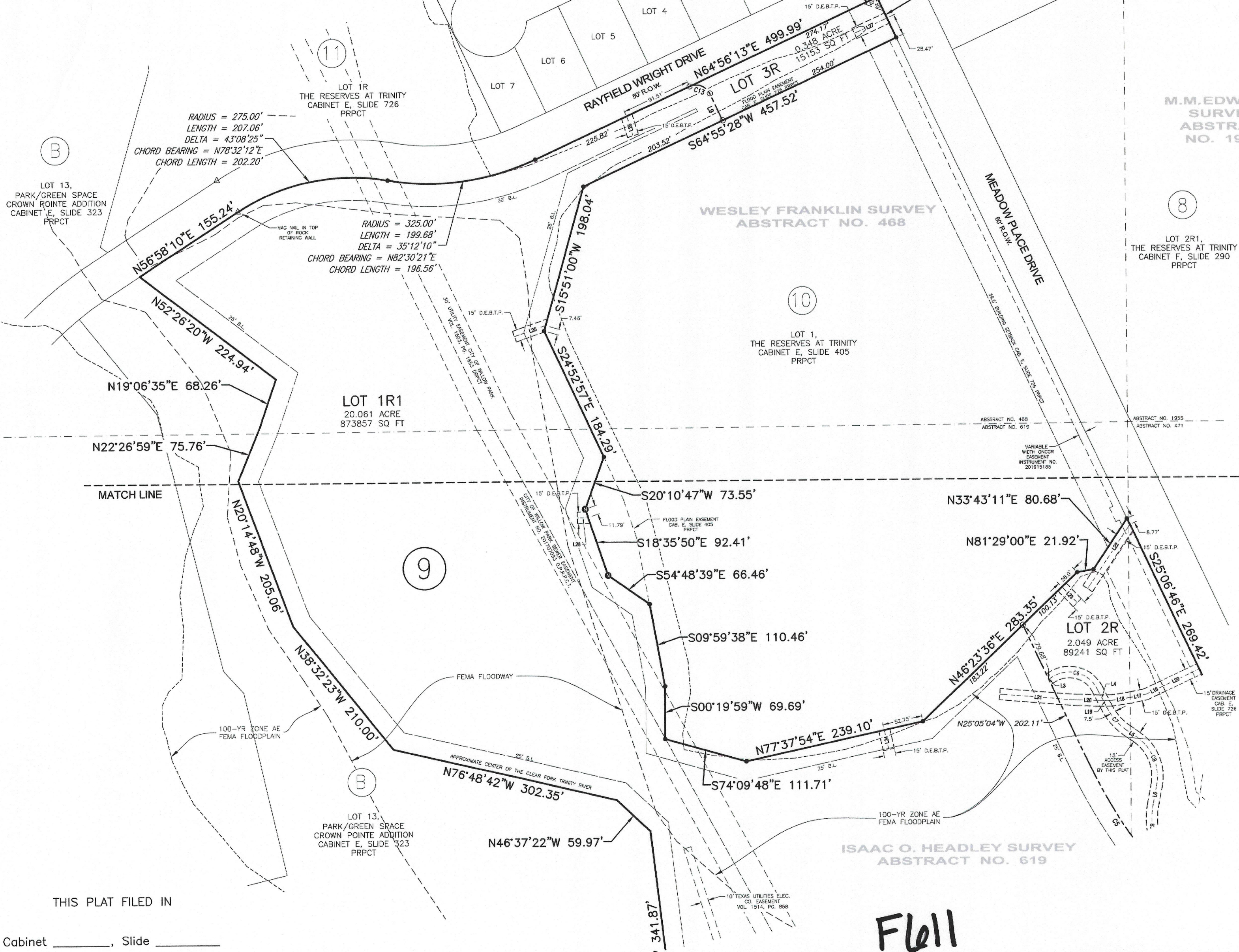
PROPERTY OWNER:
WPD TRINITY, LLC
17010 INTERSTATE 20
CISCO, TX 76437

SURVEYOR:
MARK T. BROWN, R.P.L.S.
JACOB AND MARTIN
1925 FORT WORTH HWY.
WEATHERFORD, TX 76086
817-594-9880



- SET 1/2" REBAR ROD WITH CAP OR "X" CHISELED IN CONCRETE
- FOUND REBAR ROD AS DESCRIBED IN OWNER'S DEDICATION
- POB POINT OF BEGINNING
- FOUND 60D NAIL
- V.A.M. VISIBILITY, ACCESS AND MAINTENANCE
- D.E.B.T.P. DRAINAGE EASEMENT BY THIS PLAT

LOTS 1R1, 2R, AND 3R, BLOCK 9
LOCATION MAP
(No Scale)



- NOTES:
- NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
 - FLOOD STATEMENT:
By scaled map location of FEMA's Flood Insurance Rate Map, LOMR, Case Number 20-06-00119, with an Effective Date of October 7, 2020, a majority of Block 9, The Reserves at Trinity depicted hereon lies within Special Flood Hazard Area Zone AE (Base Flood Elevation (BFE) established).
 - CURRENT ZONING:
At the time of platting the City of Willow Park online resources depict Block 9, The Reserves at Trinity to be Zoned Greenbelt and Public Parking.
 - This replat does not vacate the previous plat of record governing the remainder of the subdivision, nor does it amend or remove any deed covenants or restrictions.
 - BLOCK 9 AREA: 22.529 Acres (981,353 square feet).
 - STREET DEDICATION: 0.071 Acres (3102 square feet).
 - Bearings and distances shown hereon are relative to the Texas State Plane Coordinate System of 1983, North Central Zone 4202 and NAD83, as derived by GPS observations. Distances shown hereon are grid distances and can be converted to surface distances by multiplying each distance by a project combined scale factor of 1.00015.
 - Texas Law Requires calling toll-free 811 or 1-800-545-6005 at least 48 hours before excavating. 15 TAC Chapter 18, defines excavation as the movement of the earth by any means.

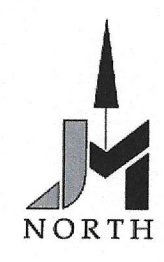
CURVE DATA						LINE DATA			LINE DATA		
CURVE NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	LINE NUMBER	LENGTH	BEARING	LINE NUMBER	LENGTH	BEARING
C1	95.27'	80.00'	60°39'09"	90.89'	N07°08'39"E	L1	48.88'	S30°58'19"E	L16	24.92'	S64°55'10"W
C2	62.83'	60.00'	60°00'00"	60.00'	N53°10'55"W	L2	72.38'	S49°33'16"E	L17	21.69'	S78°15'47"W
C3	50.25'	90.00'	31°59'36"	49.60'	S80°28'07"W	L3	2.71'	N54°37'58"E	L18	23.84'	S81°28'49"W
C4	99.97'	200.00'	28°38'19"	98.93'	S78°45'31"W	L4	26.48'	S26°38'03"E	L19	17.18'	S89°37'47"W
C5	172.25'	695.00'	14°12'01"	171.81'	N32°11'04"W	L5	15.30'	S54°56'11"E	L20	29.07'	N87°08'55"W
C6	72.38'	42.00'	98°43'35"	63.75'	S76°00'02"E	L6	24.54'	S11°12'28"W	L21	102.68'	N85°12'01"W
C7	41.98'	85.00'	28°18'08"	41.56'	S40°47'07"E	L7	33.50'	N50°40'45"W	L22	101.77'	S33°43'11"W
C8	72.73'	63.00'	66°08'39"	66.76'	S21°51'52"E	L8	7.35'	N23°10'55"W	L23	29.28'	S43°36'24"E
C9	60.69'	105.00'	33°06'59"	59.85'	S05°21'02"E	L9	39.33'	S25°04'32"E	L24	26.50'	S12°22'06"E
C10	47.86'	80.00'	54°50'48"	46.06'	S49°19'55"E	L10	32.26'	N66°54'48"W	L25	43.52'	S70°25'15"W
C11	25.39'	36.00'	40°24'16"	24.86'	N36°35'51"E	L11	88.21'	N39°20'30"E	L26	27.21'	S17°17'46"E
C12	32.44'	130.01'	14°17'43"	32.35'	N49°36'38"E	L12	15.01'	S50°53'31"E	L27	47.41'	S65°05'20"W
C13	31.41'	20.00'	89°59'15"	28.28'	S70°04'09"E	L13	32.07'	N39°25'07"E	L28	14.41'	S89°07'06"W
						L14	15.85'	S50°47'07"E	L29	53.05'	S64°55'10"W
						L15	111.35'	S39°18'33"W			

FINAL PLAT

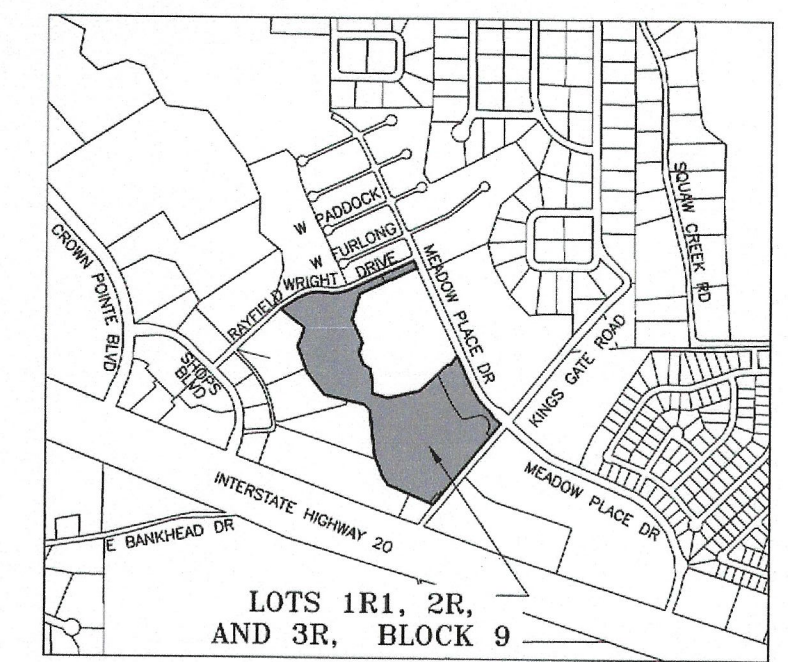
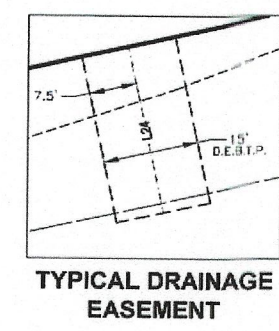
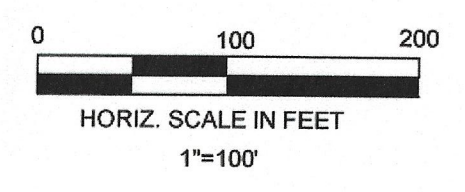
Plat of
LOTS 1R1, 2R, AND 3R, BLOCK 9,
THE RESERVES AT TRINITY,
being a replat of Lot 1R, Block 9, in the City of
Willow Park, Parker County, Texas, as shown on plat
thereof recorded in Cabinet E, Slide 726,
Parker County Plat Records.

FL11

THIS PLAT FILED IN
Cabinet _____, Slide _____



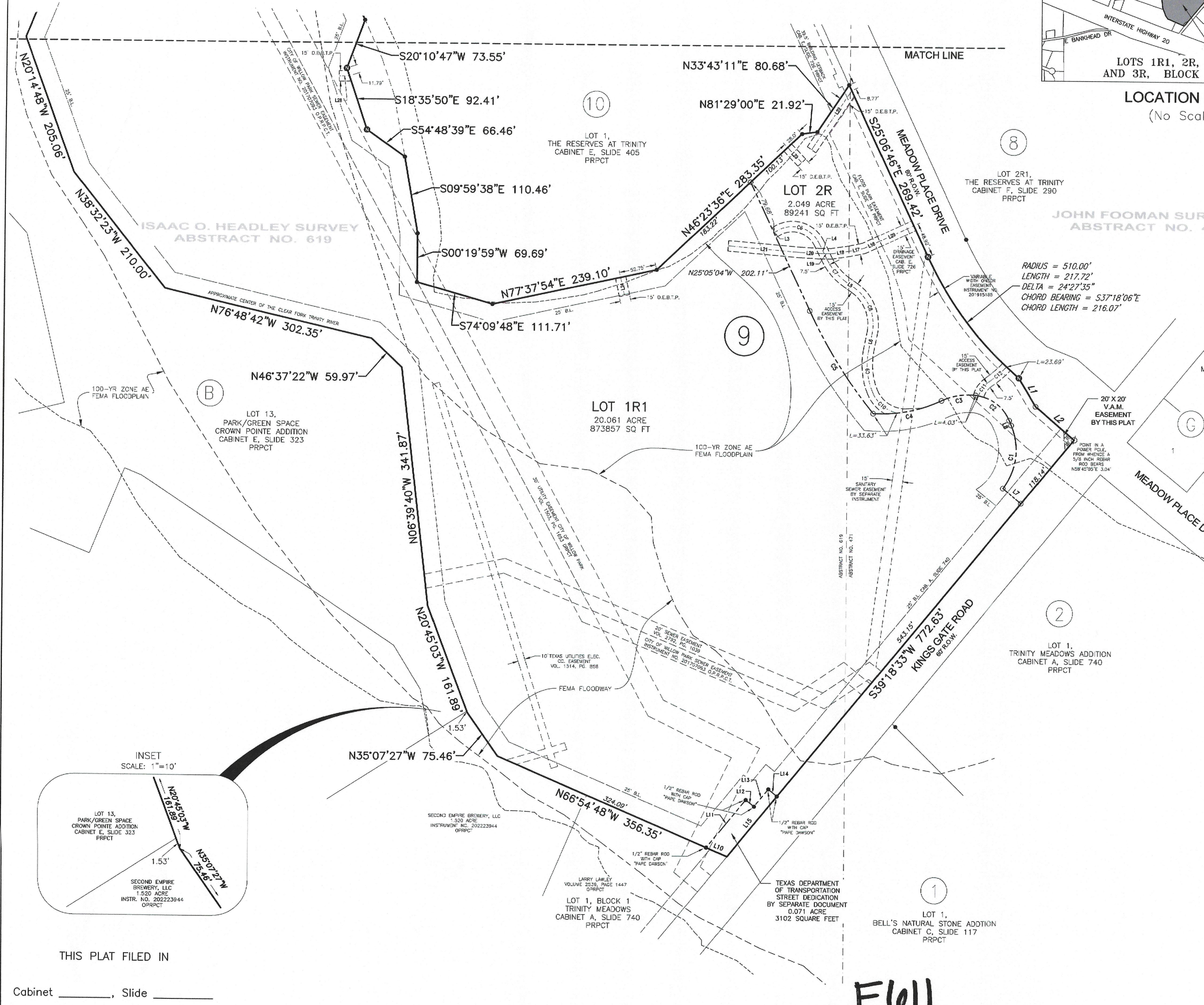
- SET 1/2" REBAR ROD WITH CAP OR "X" CHISELED IN CONCRETE
- FOUND REBAR ROD AS DESCRIBED IN OWNER'S DEDICATION
- POB POINT OF BEGINNING
- FOUND 60D NAIL
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- D.E.B.T.P. DRAINAGE EASEMENT BY THIS PLAT



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

SURVEYOR:
MARK T. BROWN, R.P.L.S.
JACOB AND MARTIN
1925 FORT WORTH HWY.
WEATHERFORD, TX 76086
817-594-9880

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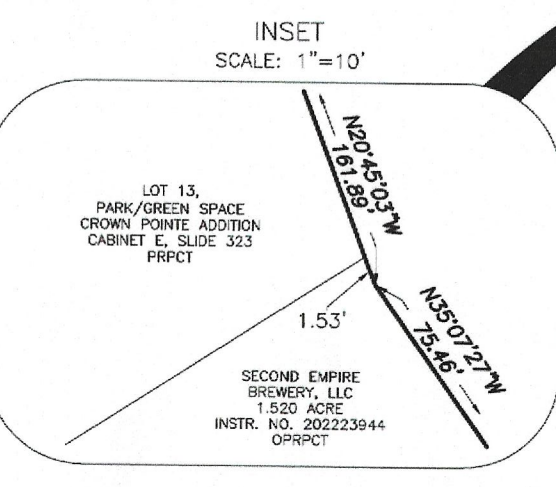
RADIUS = 510.00'
LENGTH = 217.72'
DELTA = 24°27'35"
CHORD BEARING = S37°18'06"E
CHORD LENGTH = 216.07'

CURVE DATA					
CURVE NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	95.27'	90.00'	60°39'09"	96.89'	N07°08'39"E
C2	62.83'	60.00'	60°00'00"	60.00'	N53°10'55"W
C3	50.25'	90.00'	31°59'35"	49.60'	S80°26'07"W
C4	99.97'	200.00'	28°38'19"	98.93'	S78°45'31"W
C5	172.25'	895.00'	14°12'01"	171.81'	N32°11'04"W
C6	72.38'	42.00'	98°43'59"	63.75'	S78°00'02"E
C7	41.99'	85.00'	28°18'08"	41.56'	S40°47'07"E
C8	72.73'	63.00'	66°08'39"	68.76'	S21°51'52"E
C9	60.69'	105.00'	33°08'59"	59.85'	S05°21'02"E
C10	47.86'	50.00'	54°50'48"	46.06'	S49°19'55"E
C11	25.39'	36.00'	40°24'16"	24.86'	N36°35'51"E
C12	32.44'	130.01'	14°17'43"	32.35'	N49°36'38"E
C13	31.41'	20.00'	89°59'15"	28.28'	S70°04'09"E

LINE DATA			LINE DATA		
LINE NUMBER	LENGTH	BEARING	LINE NUMBER	LENGTH	BEARING
L1	46.98'	S30°58'19"E	L16	24.92'	S64°55'10"W
L2	72.38'	S49°33'16"E	L17	21.69'	S78°15'47"W
L3	2.71'	N54°37'58"E	L18	23.84'	S81°28'49"W
L4	26.48'	S26°38'03"E	L19	17.18'	S89°37'47"W
L5	15.30'	S54°56'11"E	L20	29.07'	N87°09'55"W
L6	24.54'	S11°12'28"W	L21	102.68'	N85°12'01"W
L7	33.50'	N50°40'45"W	L22	101.77'	S33°43'11"W
L8	7.35'	N23°10'55"W	L23	29.28'	S43°36'24"E
L9	39.33'	S25°04'32"E	L24	26.50'	S12°22'06"E
L10	32.26'	N66°54'48"W	L25	43.52'	S70°25'15"W
L11	88.21'	N39°20'30"E	L26	27.21'	S17°17'46"E
L12	15.01'	S50°53'31"E	L27	47.41'	S65°05'20"W
L13	32.07'	N39°25'07"E	L28	14.41'	S89°07'06"W
L14	15.85'	S50°47'07"E	L29	53.05'	S64°55'10"W
L15	111.35'	S39°18'33"W			

FINAL PLAT

Plat of
**LOTS 1R1, 2R, AND 3R, BLOCK 9,
THE RESERVES AT TRINITY,**
being a replat of Lot 1R, Block 9, in the City of
Willow Park, Parker County, Texas, as shown on plat
thereof recorded in Cabinet E, Slide 726,
Parker County Plat Records.



THIS PLAT FILED IN
Cabinet _____, Slide _____

F611

OWNER'S DEDICATION

Whereas WPD TRINITY, LLC, being the owners of the herein described tract of land being more particularly described by metes and bounds as follows:

BEING a 22.529 acre tract of land, all of Lot 1R, Block 9, The Reserves at Trinity, an addition in the City of Willow Park as shown in plat recorded in Cabinet E, Slide 726, Plat Records Parker County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a set chiseled "X" in the top of a concrete sidewalk (N=6,955,529.40' and E=2,228,645.73') in the south right-of-way of Rayfield Wright Drive (formerly known as Bridge Street), and being in the west right-of-way of Meadow Place Drive, and being the northeast corner of said Lot 1R, Block 9;

THENCE S 24°54'40" E 59.27 feet with said west right-of-way of said Meadow Place Drive to a found 1/2 inch rebar rod being the northeast corner of Lot 1, Block 10, The Reserves at Trinity, recorded in Cabinet E, Slide 405, Plat Records, Parker County, Texas;

THENCE with the common line of said Lot 1R, Block 9 and Lot 1, Block 10 the following calls:

- S 64°55'28" W 457.52 feet to a found 1/2 inch rebar rod;
S 15°51'00" W 198.04 feet to a found 1/2 inch capped rebar rod marked "RLG INC";
S 24°52'57" E 184.29 feet to a found 1/2 inch capped rebar rod marked "RLG INC";
S 20°10'47" W 73.55 feet to a found 60D Nail;
S 18°35'50" E 92.41 feet to a found 60D Nail;
S 54°48'39" E 66.46 feet to a found 1/2 inch capped rebar rod marked "RLG INC";
S 09°59'38" E 110.46 feet to a found 1/2 inch rebar rod;
S 00°19'59" W 69.69 feet to a found 1/2 inch capped rebar rod marked "TEXAS SURVEYING INC";
S 74°09'48" E 111.71 feet to a found 1/2 inch capped rebar rod marked "TEXAS SURVEYING INC";
N 77°37'54" E 239.10 feet to a found 1/2 inch capped rebar rod marked "RLG INC";
N 46°23'36" E 283.35 feet to a found 1/2 inch rebar rod;
N 81°29'00" E 21.92 feet to a found 1/2 inch rebar rod;
N 33°43'11" E 80.68 feet to a found 1/2 inch rebar rod being the southeast corner of said Lot 1, Block 10 and being in the southwest right-of-way of said Meadow Place Drive;

THENCE with the common line of said Lot 1R, Block 9 and the west right-of-way of said Meadow Place Drive the following calls:

- S 25°06'46" E 269.42 feet to a found 60D Nail for the beginning of a curve to the left, having a radius of 510.00, a delta angle of 24°27'35", and a long chord of S 37°18'06" E 216.07 feet;
along said curve to the left an arc length of 217.72 feet to a found 60D Nail;
S 30°58'19" E 46.98 feet to a set 1/2 inch capped rebar rod marked "J&M BOUNDARY";
S 49°33'16" E 72.38 feet to a point in the northwest right-of-way of Kings Gate Road and being the most easterly southeast corner of said Lot 1R, Block 9, from whence a 5/8 inch rebar rod bears, N 58°45'05" E 3.04 feet;

THENCE S 39°18'33" W 772.63 feet with the common line of said Lot 1R, Block 9, and said northwest right-of-way of Kings Gate Road to a point in the approximate centerline of Clear Fork Trinity River, same being the northeast corner of a called 2-acre tract of land conveyed in a Warranty Deed to Larry Lawley recorded in Volume 2539, Page 1447, Official Public Records, Parker County, Texas and said 2-acre tract being the most southerly portion of Lot 1, Block 1 of the Trinity Meadows Addition to the City of Willow Park as shown on the plat of thereof recorded in Cabinet A, Slide 740 of said Plat Records;

THENCE with the approximate centerline of said Clear Fork Trinity River, over and across said Lot 1, Block 1, and being the west line of said Lot 1R, Block 9 the following calls:

- N 66°54'48" W at 217.13 feet passing the northwest corner of said Larry Lawley Tract and of said most southerly portion of Lot 1, Block 1, same being the northeast corner of a 1.52-acre tract conveyed in Warranty Deed with Vendor's Lien to Second Empire Brewery, LLC recorded in Instrument Number 202223944, Official Public Records, Parker County, Texas, in all 356.35 feet to a point;
N 35°07'27" W 75.46 feet to a point;
N 20°45'03" W at 1.53 feet passing the most northerly corner of said 1.52-acre tract, same being the common corner of Lot 13, Block 8, Crown Point Addition, recorded in Cabinet E, Slide 323 Plat Records, Parker County, Texas, in all 161.89 feet to a point;
N 06°39'40" W 341.87 feet to a point;
N 46°37'22" W 59.97 feet to a point;
N 76°48'42" W 302.25 feet to a point;
N 38°32'23" W 210.00 feet to a point;
N 20°14'48" W 205.06 feet to a point;
N 22°26'59" E 75.76 feet to a point;
N 19°06'35" E 68.25 feet to a point;
N 52°26'20" W 224.94 feet to a point in the south right-of-way of said Rayfield Wright Drive, and being the most northerly northeast corner of said Lot 13, Block 8;

THENCE with the common line of the north line of said Lot 1R, Block 9 and said south right-of-way of said Rayfield Wright Drive the following calls:

- N 56°58'10" E 155.24 feet to a mag nail found in the top of a rock retaining wall for the beginning of a curve to the right, having a radius of 275.00 feet, a delta angle of 43°08'25", and a long chord of N 78°32'12" E 202.20 feet;
along said curve to the right the arc length of 207.06 feet to found 1/2 inch capped rebar rod marked "TEXAS SURVEYING INC" for the point of reverse curvature, having a radius 325.00 feet, a delta angle of 35°12'10" and a long chord of N 82°30'21" E 196.56 feet;
along said curve the arc length of 199.68 feet to a found 1/2 inch capped rebar rod marked "TEXAS SURVEYING INC";
N 64°56'13" E 499.99 feet to the POINT OF BEGINNING and containing 22.529 acres or 981,353 square feet of land.

NOW THEREFORE KNOW ALL PERSONS BY THESE PRESENTS:

That KYLE WILKS does hereby adopt this plat designating the herein above described property as:

FINAL PLAT
LOTS 1R1, 2R, AND 3R, BLOCK 9
THE RESERVES AT TRINITY
BEING A REPLAT OF LOT 1R, BLOCK 9,
THE RESERVES AT TRINITY AN ADDITION TO THE CITY OF WILLOW PARK,
PARKER COUNTY, TEXAS,
AS SHOWN ON PLAT THEREOF RECORDED IN
CABINET E, SLIDE 726, PLAT RECORDS,
PARKER COUNTY, TEXAS

and does hereby dedicate to the use of the Public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Signature of Kyle Wilks

STATE OF TEXAS
COUNTY OF PARKER

Before me, the undersigned authority, on this day personally appeared

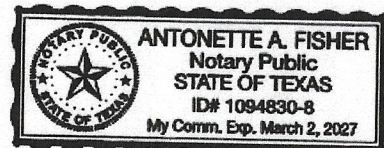
KYLE WILKS

known to me to be that person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

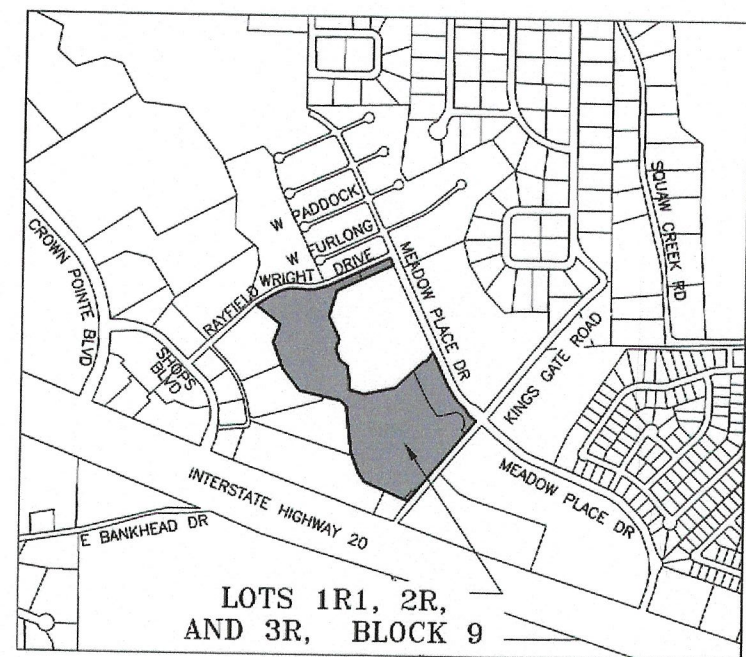
Given under my hand and seal on this 15 day of NOVEMBER 2023.

Notary Public in and for the State of Texas

My Board Expires On: 03-02-2027



JACOB MARTIN
JTBPLS FIRM# 10194493 FIRM# F-2448
3485 CURRY LANE ABILENE, TX 79606
1925 FORT WORTH HWY. WEATHERFORD, TX 76088
1014 BROADWAY STREET LUBBOCK, TX 79414



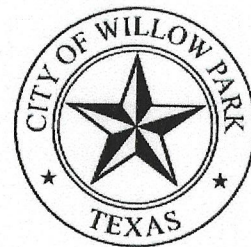
LOCATION MAP (No Scale)

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

SURVEYOR:
MARK T. BROWN, R.P.L.S.
JACOB AND MARTIN
1925 FORT WORTH HWY.
WEATHERFORD, TX 76088
817-594-9880

- NOTES:
1. NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
2. FLOOD STATEMENT: By scaled map location of FEMA's Flood Insurance Rate Map, LOMR, Case Number 20-06-00119, with an Effective Date of October 7, 2020, a majority of Block 9, The Reserves at Trinity depicted hereon lies within Special Flood Hazard Area Zone AE (Base Flood Elevation (BFE) established).
3. CURRENT ZONING: At the time of platting the City of Willow Park online resources depict Block 9, The Reserves at Trinity to be Zoned Greenbelt and Public Parking.
4. This replat does not vacate the previous plat of record governing the remainder of the subdivision, nor does it amend or remove any deed covenants or restrictions.
5. BLOCK 9 AREA: 22.529 Acres (981,353 square feet).
6. STREET DEDICATION: 0.071 Acres (3,102 square feet).
7. Bearings and distances shown hereon are relative to the Texas State Plane Coordinate System of 1983, North Central Zone 4202 and NAD83, as derived by GPS observations. Distances shown hereon are grid distances and can be converted to surface distances by multiplying each distance by a project combined scale factor of 1.00015.
8. Texas Law Requires calling toll-free 811 or 1-800-545-6005 at least 48 hours before excavating. 16 TAC Chapter 18, defines excavation as the movement of the earth by any means.

City of Willow Park
Approved on 15 day of NOVEMBER, 2023
Mayor: Sean Yezzer
City Secretary: Crystal R. Doyie
Planning and Zoning Secretary



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lila Deakle
202329740
11/15/2023 03:58 PM
Fee: \$4.00
Lila Deakle, County Clerk
Parker County, TX
PLAT

FINAL PLAT

Plat of
LOTS 1R1, 2R, AND 3R, BLOCK 9,
THE RESERVES AT TRINITY,
being a replat of Lot 1R, Block 9, in the City of
Willow Park, Parker County, Texas, as shown on plat
thereof recorded in Cabinet E, Slide 726,
Parker County Plat Records.

Mark T. Brown
MARK T. BROWN
REGISTERED PROFESSIONAL LAND SURVEYOR
11-08-2023
DATE



THIS PLAT FILED IN
Cabinet F, Slide 611



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: December 12, 2023	Department: Public Works	Presented By: Michelle Guelker
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AGENDA ITEM

Quarterly update from the Public Works Department

PRESENTATION HIGHLIGHTS

Monthly Water Usage*

Month	Well Production Total	Purchased from Fort Worth	TOTAL PRODUCED WATER	Days in Billing Cycle	Average Gallons Per Day
January	21,794,411	-	21,794,411	31	703,046
February	21,317,082	-	21,317,082	31	687,648
March	19,519,592	-	19,519,592	28	697,128
April	23,048,002	4,053,060	27,101,062	31	874,228
May	24,537,420	8,103,533	32,640,953	30	1,088,032
June	18,610,037	14,582,194	33,192,231	31	1,070,717
July	17,439,072	27,681,881	45,120,953	30	1,504,032
August	20,060,446	31,047,526	51,107,972	31	1,648,644
September	18,434,144	24,187,551	42,621,695	31	1,374,893
October	16,521,857		16,521,857	30	550,729
November	14,495,884		14,495,884	31	467,609
December				30	

* Follows the City's utility billing cycle, from the 16th of the previous month to the 15th of the month stated. (I have not received Fort Worth billing for October and November at the time the report was created.)

Emergency Preparedness

- Installed heat trace and wrapped all wells and exposed piping at each well site.
- Anti-gelling agent has been added to diesel in generators and other emergency equipment.
- All generators, on-site and portable, have been inspected and are run on a weekly basis.
- Purchased additional load of sand and have salt remaining from last year to put on roads during icy conditions.
- Generators for critical locations that do not already have a generator on site have been delivered. The city is currently waiting on multiple installers lists to get the generators set and hooked up.

Clearfork Circle and Quail Crest

Over the past few months, members of staff as well as council members have received numerous emails regarding the condition of the road and drainage around Clearfork Circle and Quail Crest Drive. Damage to the road occurred when the road was cut by the developer's construction crews

to extend water service to the new RV storage facility. Drainage became silted during heavy rains when silk fencing failed.

The PW department, as well as the developer, have gone over multiple times to make temporary repairs and remove sand and silt from the drainage ditch, as a temporary patch until the developer completed construction.

The developer is aware that before the final CO can be issued on his facility, the Clearfork Circle must be repaved, and the drainage cleared and seeded.

During the last conversation with the developer, it was mentioned that he had contacted several paving companies and was only waiting for someone to become available to do the repaving work. Once that part was completed, he would then clean up the drainage ditches and reseed the area.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 12, 2023	Department: Public Works	Presented By: Gretchen Vazquez
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AGENDA ITEM: PROJECT UPDATE

2022 Street Improvements Project

Engineer: Jacob & Martin, LLC

Contractor: XIT Paving & Construction, Inc.

Original Contract Amount: \$6,419,677

Project Description: The project consists of removing and replacing approximately 36,500 square yards of existing asphalt pavement with concrete paving and replacing approximately 18,600 square yards of asphalt pavement with 2” hot-mix asphaltic concrete (HMAC) pavement. The project also includes roadside ditch grading and new bike lanes.

Latest project update:

- **Crown Road** – The road work has been completed. The pavement markings have been installed. All disturbed areas have been hydromulched. The contractor continues to water and maintain new planting. AT&T is working on relocating their lines in front of 69 Crown Road. Once these lines are relocated, the contractor can finish up grading a small area of roadside ditch.
- **Ranch House Road** – The road work has been completed. The pavement markings have been installed. All disturbed areas have been hydromulched. Contractor continues to water and maintain new planting.
- **King’s Gate Road** – The road work has been completed. The pavement markings have been installed. All disturbed areas have been hydromulched. Contractor continues to water and maintain new planting.
- **Trinity Drive, Trinity Court, and Sam Bass Court** (Asphalt Roads - Group 1) – The road work has been completed. The contractor is working on repairing the mailboxes and irrigation systems damaged during construction.
- **Crested Butte Court, Ridge Haven Court, Pleasant Court, and Old Ford Road** (Asphalt Roads - Group 2) – The road work has been completed. The contractor continues to work on the roadside ditches. Concrete headwalls at culvert crossings will be installed in the coming weeks.
- **Sam Bass Road** – The reconstruction of Sam Bass Road, Phase I from Ranch House to Sam Bass Court has started. The road work on the eastbound lane has been completed, including the removal and replacement of the drive approaches. Contractor has switched traffic and started construction on the westbound lane. Sam Bass Road (Phase I) is expected to be completed by mid-January, weather permitting.

In the next 30 days:

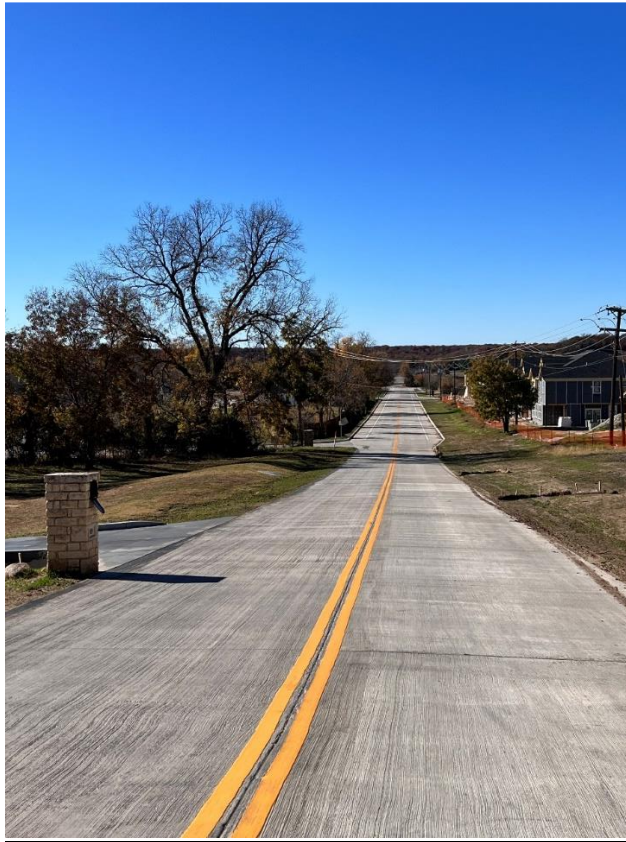
- **Sam Bass Road** – The contractor will continue to work on the subgrade prep and setting up the concrete paving forms to pour concrete.
- **Trinity Drive, Trinity Court, and Sam Bass Court** (Asphalt Roads - Group 1) – Install hydromulch seeding.
- **Crested Butte Court, Ridge Haven Court, Pleasant Court, and Old Ford Road** (Asphalt Roads - Group 2) – Finish up grading the roadside ditches and install hydromulch seeding.



Crown Road looking south



Ranch House Road looking west



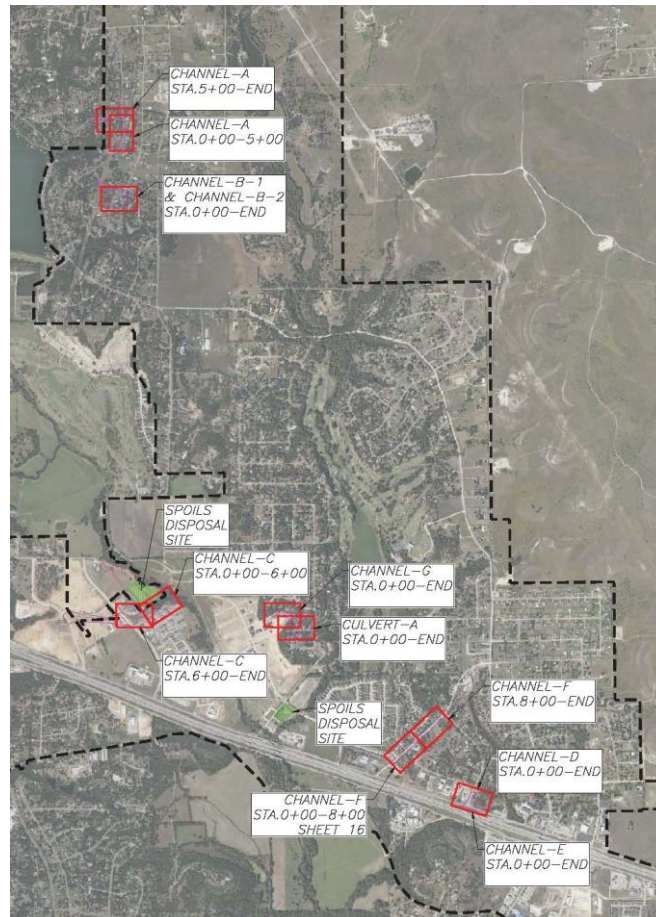
King's Gate Road looking south



Sam Bass Road looking west

2022 Drainage Improvements, Phase II
Engineer: Jacob and Martin, LLC
Contractor: JRM Construction Services, LLC
Original Contract Amount: \$1,018,595

Project Description: The project consists of installing new culverts, grading approximately 23,520 square yards of drainage ditch, installing erosion protection measures to disturbed areas and any associated work. The additive alternate consists of furnishing and installing a third 48” reinforced concrete pipe at El Chico Trail and replacing the existing Surrey Lane culvert with a new 2-barrel, 4' x 8' box culvert.



Project Location Map

Latest project update:

- **Channel A** – Ditch grading and culvert improvements along Vista Drive and Coronado Court have been completed.
- **Channel B-1 and Channel B-2** – Ditch grading and culvert improvements along Live Oak Road and Cook Court are substantially complete. There is an existing water line that conflicts with the proposed work. City forces will be lowering the water line (where it crosses the bar ditch) in the coming weeks.
- **Channel C** – Channel improvements between Crown Pointe Boulevard and the Clear Fork of the Trinity have been completed. Disturbed areas have been hydromulched. Erosion protection measures (rock riprap) at the outfall of existing storm sewer headwalls have been installed.
- **Channel D** – Roadside ditch improvements on Chuckwagon Trail and IH20 WB Frontage have been completed.
- **Channel E** – Channel improvements along the creek next to the East Parker County Chamber of Commerce and north of IH20 have been completed. Disturbed areas have been hydromulched.

- **Channel G** – The contractor continues to work on the channel improvements behind the residential lots on E. Furlong. A grade “check” must be completed before installing sod.
- **Culvert A** – Ditch grading and culvert improvements on Castlemount Street have started.

In the next 30 days:

- **Channel A** – Install hydromulch seeding.
- **Channel B-1 and Channel B-2** –Lower the existing water line and finish up grading roadside ditch. Install hydromulch seeding.
- **Channel G** –Install sod along the channel.
- **Culvert upsizing** at El Chico Trail and Surrey Lane. The contractor will install one additional 48" reinforced concrete pipe at El Chico and replace the existing Surrey Lane culvert with a new 2-barrel, 4' x 8' box culvert.



Channel A looking southwest



Channel B-1 looking south



Channel B-2 looking southeast



Channel C looking east



Channel C looking southwest

Wastewater Treatment Plant Effluent Line

Engineer: Jacob and Martin, LLC

Contractor: B&L Construction Company

Original Contract Amount: \$1,383,285

Project Description: The project consists of furnishing and installing approximately 5,200 linear feet of 10-inch HDPE effluent force main, 1,980 linear feet of 12-inch HDPE effluent force main, and effluent lift station and associated appurtenances.

Latest Project Updates:

- The 10" wastewater effluent line has been installed.
- The contractor is finishing up the lift station.

In the next 30 days:

- The date of completion of all work is January 14, 2024.

Wastewater Treatment Plant Improvements

Engineer: Jacob and Martin, LLC

Contractor: Gracon Construction, Inc

Original Contract Amount: \$14,547,435.00

Project Description: The project consists of construction of a new 0.75 MGD wastewater treatment plant and all associated appurtenances.

Latest Project Updates:

- Bid Opening was held on October 30, 2023. Four (4) bids were received with the lowest bid being from Gracon Construction, Inc.
- The City Council awarded a construction contract to Gracon Construction, Inc. for the new wastewater treatment plant at the November 14, 2023 City Council meeting.

In the next 30 days:

- Waiting for the Texas Water Development Board to issue the Notice to Proceed.
- Schedule a pre-construction meeting.

King's Gate Road Bridge Replacement

Engineer: Bartlett & West (Texas Department of Transportation's Consultant)

Contractor: To be determined

Total Project Direct Cost: \$1,844,122

Project Description: The proposed work is a partnership between the City of Willow Park and the Texas Department of Transportation (TxDOT) to remove and replace the King's Gate Road bridge over Clear Fork Trinity River. Bridge length and width is approximately 109' long and 44' wide, (2 - 12' lanes, with 2 - 8' shoulders, and 1' width for each bridge rail). The project also includes the approach roadways approximately 200' south of the bridge to the IH 20 frontage road and 100' north of the bridge. The approaches are to be constructed in concrete.

Latest Project Updates:

- The city adopted a Resolution to amend the Advance Funding Agreement (AFA). The AFA was amended to reflect the additional width of the new structure to match the City of Willow Park roadway (King's Gate Road).
- The let date for the Kings Gate Road Bridge Replacement was pushed back to **August 2025**.

- Project is in 60% design. The 60% plans will not be completed until January 2024. TxDOT’s consultant is working diligently to try and complete these sooner.
- The environmental documentation has started. TxDOT is managing the environmental process for the project. Environmental clearance is required prior to letting.
- *Right-of-way Acquisition* – The city received the signed and sealed right-of-way parcel documents for the three (3) parcels needed on the King’s Gate Bridge replacement project. Right-of-way acquisition is on hold until all parties involved with this project have a better understanding of where the existing utilities are located and on whether we will need additional right-of-way to accommodate these utilities.
- *Utility Relocations* – TxDOT has prepared a utility conflict matrix for the project to determine the utilities that need to be relocated. These utilities will need to be relocated prior to letting. Per the utility conflict matrix, the following utilities appear to be in conflict and will need to be relocated:
 - Texas Gas - attached to the bridge. TxDOT does not allow any utility that is under pressure to be attached to the bridge.
 - Texas Gas – Cathodic Cable – attached to the bridge – to be relocated.
 - Overhead Utility Pole that is too close to the bridge is being investigated to determine if this needs to be relocated to meet the required 10-foot limit between the bridge and pole. TxDOT’s consultant Bartlett & West is verifying that the proposed right-of-way parcel on the west side closest to the I-20 frontage road is sufficient to relocate the pole or if the parcel needs to be revised to acquire additional right-of-way.
 - The City of Weatherford Raw Water Line 36” – TxDOT’s sub Pape-Dawson is to pothole this line to verify the depth and location and determine if line is not in conflict with this project. This may or may not need to be relocated.
 - City of Willow Park – City staff to locate and pothole the existing 12” waterline to determine if in conflict with the required drill shafts for each abutment.

In the coming months:

- Right-of-way acquisition with utility relocations to begin soon afterwards.
- Coordinate with the franchise utility companies regarding the utility relocation work.



Project Location Map

Willow Park City Hall Parking Lot

Engineer: Westwood Professional Services, Inc.

Contractor: To be determined

Professional Services Agreement Amount: \$72,600.00

Project Description: The project consists of a parking lot addition, for approximately 45 new spaces, and landscape enhancement areas, which may include a small plaza, green space and enhanced plantings for Willow Park's recently purchased City Hall building. The site is approximately 2.8 acres, including the existing building and looped drive, located at 120 El Chico Trail.

Latest Project Updates:

- Westwood Professional Services, Inc. has submitted a proposal to provide engineering and landscape architecture services relating to the referenced project. Westwood has also included 'if requested' fees for utilities, electrical & structural engineering, if the city selects an option that includes lighting improvements or a water feature.

In the next 30 days:

- Approve a Professional Services Agreement with Westwood for the Willow Park City Hall Parking Lot project.
- Schedule a pre-design project kickoff meeting with city staff to confirm and clarify scope, understand city's objectives, and ensure economical and functional designs that meet city requirements.



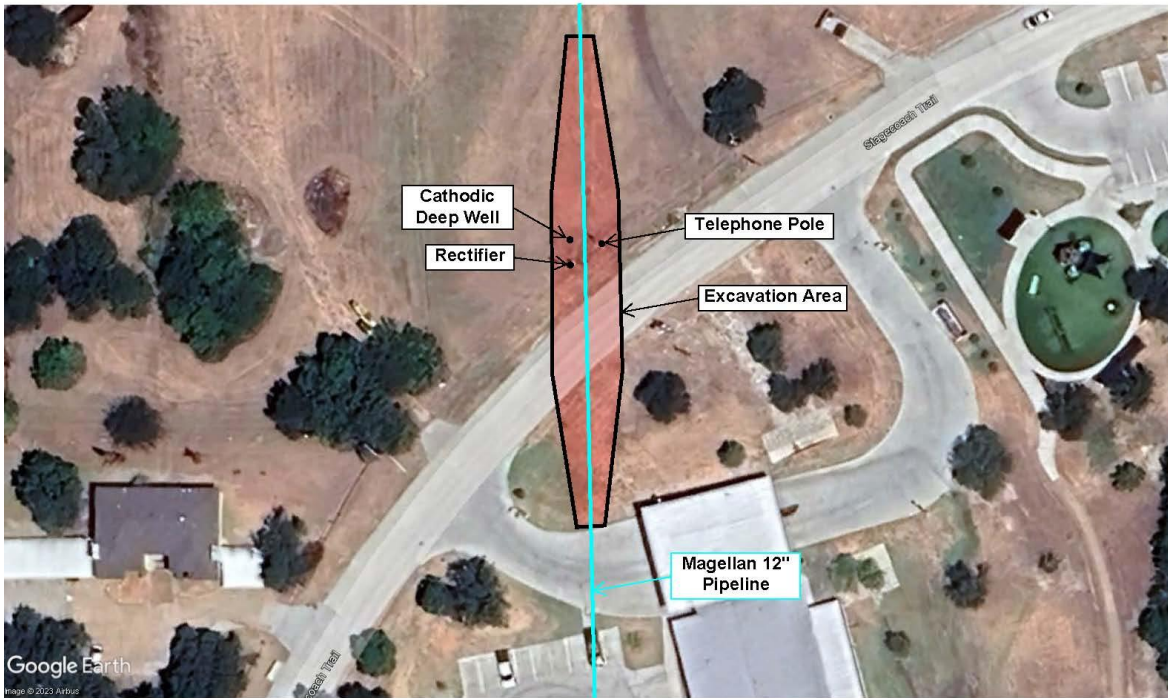
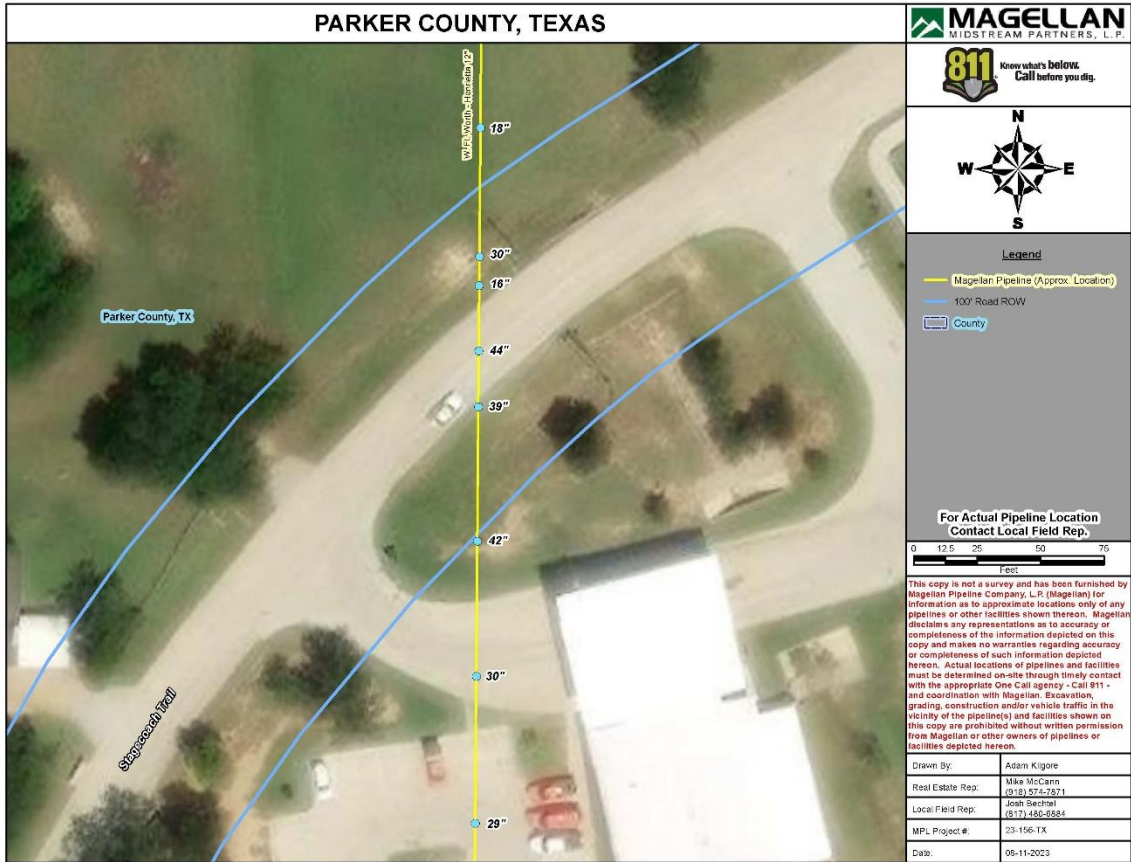
Project Location Map

Sam Bass Drainage

As part of the City’s on-going efforts to reduce flooding and present a safer environment for residents, drainage improvements to the earthen channel between Sam Bass Road and Stagecoach Trail were completed this summer. This work consisted of expanding the channel and increasing its capacity to convey stormwater. In addition to the channel improvements, the city installed 2-24” culverts under Sam Bass Road. By upsizing the existing 18” pipes to 24” pipes, there will be a greater capacity for storm water to flow through the culverts and be discharged into the newly graded and improved channel. The as-built channel alignment provides a feasible and cost-effective approach to improving the drainage issues in the Trinity Estates subdivision.

At City Council direction, staff contacted the gas company to inquire about the scope and cost to accommodate the drainage work over the Magellan pipeline. The items listed below will impact the timing and cost of any drainage accommodation project:

1. **Public Safety Building** – To lower in place, remove and replace the rectifier and repair the ground bed would be roughly \$250,000 - \$350,000, this is without repairing the road. The parking lot conflict prevents this option. The Public Safety Building parking lot constrains the workspace options on the south side of Stagecoach Trail.
2. **Cathodic Protection Deep Well Ground Bed** – The pipeline cathodic protection system on the north side of Stagecoach Trail will likely require modification associated with any accommodation.
3. **Stagecoach Trail** – In order to lower the pipeline under the drainage area north of Stagecoach Trail the paving of the road will likely need to be excavated to accommodate pipeline lowering.
 - a. Traffic control along Stagecoach Trail next to the Public Safety Building may create ingress / egress traffic conflicts with the pipeline construction.
4. **Trench Length** – the elasticity of the pipeline will control the required trench length to achieve the needed depth of cover for the pipeline. This requires accommodation from both the city on the south side and the church on the north side of Stagecoach Trail.
5. **Project Duration** – A line lowering project of this magnitude will likely take a minimum of two weeks and a maximum of eight weeks depending on the scope of the work performed.
6. **Project Costs** – Generally speaking, the gas company estimates the cost of accommodation to be a minimum of \$500,000 plus roadwork costs. The reasons are that Magellan would be required to put in sags and new pipe. This still includes cutting open the road, moving the poles, all of the cathodic issues, and shut down the pipeline and drain it.





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 12, 2023	Department: Police	Presented By: Chief Daniel Franklin
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AGENDA ITEM:
Department Update

BACKGROUND:

This agenda item is a progress report highlighting several changes that have occurred during the last quarter as well as a few statistics for the Willow Park Police Department.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:
Bulleted list

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$ 0.00
	Source of Funding	\$ 0.00

Willow Park Police Department – Quarterly update
December 5, 2023

- Purchased and trained staff on new Taser 7 system
- Filled vacant criminal investigations division spot with Sabrina Blackwell
 - Det. Blackwell has filled the vacant position that was left open when Det. Brad Sims left the department. This will give the department a much-needed second detective to assist in criminal investigations.
- Issued new Glock handguns to all personnel and older weapons have been returned and are being prepared for sale to offset price of newly acquired weapons.
- Each officer was given department issued weapon lights and department issued lights to carry on belt.

Officers enter in the RMS system each time they are dispatched to a call. For the period of 1/1/23 to 12/1/23, officers entered a total record of 4,037 dispatched calls for service, not including officer-initiated activity.

Of the calls for service entered for each officer, over 2,000 calls for service occurred on the interstate or on the service roads. This number does not include officer-initiated activities such as traffic stops. Patrol responded to 46 major accidents during this time frame, 31 of the major accidents occurred on the interstate or service roads.

Patrol responded to 110 minor accidents within the city. Of those minor crashes, 72 occurred on the interstate or service roads.

This is an exorbitant amount of calls for service on the interstate and service roads. This number reflects on the conversations with residents of the visual decrease of patrol officers seen in the neighborhoods. Patrol shifts currently have two officers assigned per shift. If an officer calls in sick or has to take vacation time, the shift must be covered using overtime, if an officer is available.

Calls for service on the interstate will commonly require two officers to respond, this leaves the city uncovered on calls for service that will last normally for hours. The patrol shifts are understaffed to handle the number of calls for service on the interstate and service roads and still provide adequate patrols in the neighborhoods.

STATS as of 08/01/2023 to 12/5/2023

1153 Calls for Service
2978 Security check or close patrols
90 arrest – 141 criminal charges
496 Citations
679 Warnings

Municipal Court 3rd Quarter Report

July 1, 2023 to September 30, 2023

New Cases Filed this quarter: 773

Dispositions:

Fine Paid – 195
 Compliance Dismissals – 47
 Financial Responsibility Dismissals – 10
 Satisfied Deferred – 155
 Satisfied Driving Safety Course – 60
 Appeal to County – 2
 Jail Credit Given - 8

Total Cases Closed Out – 477

Revenue:

Kept by the City: \$66,453.83

Of that amount \$5,299.79 goes to the special funds below that are only to be used for the court as approved by the Judge.

LCF 1 (Security Fund) -\$1,867.61
 LCF 2 (Truancy Prevention Fund) -\$1,869.66
 LCF 3 (Technology Fund) -\$1,524.47
 LCF 4 (Jury Fund) -\$38.05

Remitted to State: \$35,322.07

Total: \$101,775.90

194 Cases were sent to Collections during this quarter that totaled the amount of \$70,353.50.

Closed Collection cases this quarter totaled \$2,084.04.

Attached Reports:

3rd Quarter Revenue Report

3rd Quarter Offense Report

Email from a client regarding Crystal's Customer Service.

Upcoming:

December Docket on December 13th.

Crystal Frazier

From: Pellegrino, Jim <jpellegrino@star-telegram.com>
Sent: Tuesday, November 28, 2023 9:07 AM
To: Michelle Lowe
Cc: Municipal Court
Subject: Outstanding Customer Service---- Crystal Frazier

Good morning Michelle,

I just wanted to take time out of my busy day and to let you know how fortunate the City of Willow Park is to have Crystal Frazier as an employee. In dealing w/ Crystal she was so patient and caring. She truly is passionate about her job and this community. Crystal walked me through step by step in order to handle my son's citations.

Too many times all you hear about is the negative. My experience w/ Crystal was just the opposite. She was just so helpful and kind and I wanted to make you aware of my experience w/ her.

Have a Merry Christmas!

Thanks, Jim

--

Jim Pellegrino
Director of Product Distribution and Fulfillment

Phone: 817 390 7045 eMail: jpellegrino@star-telegram.com

Carol A Lee Mooney MS ICCJP

8 Arnold Circle

Texarkana, TX 75503

903-826-0347

4-17-2023

Crystal

Willow Park Municipal Court

101 Stagecoach Trail

Willow Park, Texas 76087

Re: Paul Daniel Mooney

Dear Crystal,

I am writing to thank you so much for helping me resolve my son's situation as to why he is unable to be in court on April 26, 2023 as scheduled. You let me know he would be removed from the docket and that we would leave the case alone until such time that Paul is released or if he is released from Bowie County Correctional facility in Texarkana, Texas. Then, we can get a form to fill out for time served.

I can't tell you how much I appreciate your kindness and understanding in this difficult situation. I was relieved to know of the solution. You have always readily answered whenever I have needed to call and that is impressive.

Very sincerely,



Carol A Lee Mooney MS ICCJP



Revenue By Offense Type

Willow Park Municipal Court

12/5/2023 9:11:50 AM

Original Offense Type

Fee Code Totals For Posted Date From 07/01/2023 To 09/30/2023

Item 10.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
AF	ARREST FEE	4	\$20.00	\$0.00	\$0.00	\$20.00
COLL	COLLECTIONS	1	\$70.20	\$0.00	\$0.00	\$70.20
FINE	FINE	4	\$612.00	\$0.00	\$0.00	\$612.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	4	\$19.60	\$0.00	\$0.00	\$19.60
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	4	\$20.00	\$0.00	\$0.00	\$20.00
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	4	\$16.00	\$0.00	\$0.00	\$16.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	4	\$0.40	\$0.00	\$0.00	\$0.40
SCF	STATE CONSOLIDATED FEE	3	\$186.00	\$0.00	\$0.00	\$186.00
	City Ordinance	28	\$944.20	\$0.00	\$0.00	\$944.20
Parking						
AF	ARREST FEE	7	\$35.00	\$0.00	\$0.00	\$35.00
COLL	COLLECTIONS	2	\$32.40	\$0.00	\$0.00	\$32.40
FINE	FINE	1	\$20.00	\$0.00	\$0.00	\$20.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	7	\$34.30	\$0.00	\$0.00	\$34.30
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	7	\$35.00	\$0.00	\$0.00	\$35.00
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	7	\$28.00	\$0.00	\$0.00	\$28.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	7	\$0.70	\$0.00	\$0.00	\$0.70
PARKIN	PARKING	5	\$179.00	\$0.00	\$0.00	\$179.00
TITLE7	TITLE 7 TRANS CODE	1	\$50.00	\$0.00	\$0.00	\$50.00
	Parking	44	\$414.40	\$0.00	\$0.00	\$414.40
State						
3000	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
AF	ARREST FEE	20	\$99.47	\$0.00	\$0.00	\$99.47
COLL	COLLECTIONS	1	\$99.30	\$0.00	\$0.00	\$99.30
EXP	EXPENSE FEE	5	\$219.00	\$0.00	\$0.00	\$219.00
FINE	FINE	20	\$3,562.00	\$0.00	\$0.00	\$3,562.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	20	\$97.48	\$0.00	\$0.00	\$97.48
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	20	\$99.47	\$0.00	\$0.00	\$99.47
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	20	\$79.58	\$0.00	\$0.00	\$79.58
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	20	\$1.98	\$0.00	\$0.00	\$1.98
SCF	STATE CONSOLIDATED FEE	20	\$1,233.52	\$0.00	\$0.00	\$1,233.52
	State	147	\$5,541.80	\$0.00	\$0.00	\$5,541.80
Traffic						
3000	LATE FINE	15	\$695.50	\$0.00	\$0.00	\$695.50
AF	ARREST FEE	384	\$1,811.24	\$0.00	\$0.00	\$1,811.24



Revenue By Offense Type

Willow Park Municipal Court

12/5/2023 9:11:50 AM

Original Offense Type

Fee Code Totals For Posted Date From 07/01/2023 To 09/30/2023

Item 10.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
Traffic						
CJF-C	CIVIL JUSTICE FUND - CITY	6	\$0.06	\$0.00	\$0.00	\$0.06
CJF-S	CIVIL JUSTICE FUND -	6	\$0.54	\$0.00	\$0.00	\$0.54
COLL	COLLECTIONS	28	\$1,882.14	\$0.00	\$0.00	\$1,882.14
CS	CHILD SAFETY	7	\$175.00	\$0.00	\$0.00	\$175.00
DS10	COMPLIANCE DISMISSAL \$10	15	\$138.80	\$0.00	\$0.00	\$138.80
DS20	COMPLIANCE DISMISSAL \$20	33	\$660.00	\$0.00	\$0.00	\$660.00
DDC	DEFENSIVE DRIVING FEE	51	\$510.00	\$0.00	\$0.00	\$510.00
EXP	EXPENSE FEE	93	\$4,427.12	\$0.00	\$0.00	\$4,427.12
FINE	FINE	88	\$13,554.60	\$0.00	\$0.00	\$13,554.60
IDF	INDIGENT DEFENSIVE FEE	12	\$24.00	\$0.00	\$0.00	\$24.00
JS-C	JUDICIAL SUPPORT - CITY	12	\$7.20	\$0.00	\$0.00	\$7.20
JS-S	JUDICIAL SUPPORT - STATE	12	\$62.80	\$0.00	\$0.00	\$62.80
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	372	\$1,716.23	\$0.00	\$0.00	\$1,716.23
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	372	\$1,751.19	\$0.00	\$0.00	\$1,751.19
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	372	\$1,400.89	\$0.00	\$0.00	\$1,400.89
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	370	\$34.97	\$0.00	\$0.00	\$34.97
LTF	LOCAL TRAFFIC FINE	310	\$878.28	\$0.00	\$0.00	\$878.28
MCTF	MUNICIPAL COURT TECHNOLOGY FUND	12	\$48.00	\$0.00	\$0.00	\$48.00
OMNIC	OMNIBASE FEE CITY REIMBURSEMENT	2	\$8.00	\$0.00	\$0.00	\$8.00
OMNIO	OMNIBASE FEE REIMBURSEMENT	2	\$12.00	\$0.00	\$0.00	\$12.00
OMNIS	OMNIBASE STATE FEE REIMBURSEMENT	2	\$40.00	\$0.00	\$0.00	\$40.00
PP-JE	PAYMENT PLAN- JUDICIAL EFFICIENCY	10	\$92.34	\$0.00	\$0.00	\$92.34
SCF	STATE CONSOLIDATED FEE	384	\$22,194.91	\$0.00	\$0.00	\$22,194.91
SJF	STATE JUROR FEE	12	\$48.00	\$0.00	\$0.00	\$48.00
STF	STATE TRAFFIC FINE	308	\$14,458.27	\$0.00	\$0.00	\$14,458.27
TITLE7	TITLE 7 TRANS CODE	251	\$28,231.72	\$0.00	\$0.00	\$28,231.72
TPDF	TRUANCY PREVENTION AND DIVERSION FUND	11	\$22.00	\$0.00	\$0.00	\$22.00
Traffic		3552	\$94,885.80	\$0.00	\$0.00	\$94,885.80

Report Totals:	3771	\$101,786.20	\$0.00	\$0.00	\$101,786.20
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Revenue By Offense Type

Willow Park Municipal Court

12/5/2023 9:11:50 AM

Original Offense Type

Transaction Totals For Posted Date From 07/01/2023 To 09/30/2023

Item 10.

Transaction Description	Trans Code	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
Payments	P	28	\$944.20	\$0.00	\$0.00	\$944.20
	City Ordinance	28	\$944.20	\$0.00	\$0.00	\$944.20
Parking						
Payments	P	44	\$414.40	\$0.00	\$0.00	\$414.40
	Parking	44	\$414.40	\$0.00	\$0.00	\$414.40
State						
Payments	P	147	\$5,541.80	\$0.00	\$0.00	\$5,541.80
	State	147	\$5,541.80	\$0.00	\$0.00	\$5,541.80
Traffic						
Payments	P	3552	\$94,885.80	\$0.00	\$0.00	\$94,885.80
	Traffic	3552	\$94,885.80	\$0.00	\$0.00	\$94,885.80

Report Totals: 3771 \$101,786.20 \$0.00 \$0.00 \$101,786.20



Item 10.

Offense By Year Report

Municipal Court
12/5/2023 9:13:37 AM

Violations For Filed Date From 07/01/2023 To 09/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0006 USING A WIRELESS COMMUNICATION DEVICE FOR MESSAGING WHILE OPERATING A MOTOR "TEXTING WHILE DRIVING" VEHICLE								1					1
0453 CITY ORD. DISOBEY TRAFFIC CONTROL DEVICE								2					2
1690 PARKING VIOLATION													
1692 PARKING - FIRE HYDRANT								5	1				6
3001 SPEEDING							1						1
3003 IMPEDING TRAFFIC							67	34	56				157
3005 FAILED TO YIELD RIGHT OF WAY							1						1
3006 RAN STOP SIGN							2		1				3
3007 RAN RED LIGHT							4	1	2				7
3008 SPEEDING 25 MILES AND OVER POSTED SPEED LIMIT								1					1
3009 IMPROPER LANE CHANGE							59	21	19				99
3014 IMPROPER TURN							3	1	2				6
3016 DROVE WRONG WAY ON ONE-WAY ROADWAY									1				1
3019 DISREGARDED NO PASSING ZONE													
3021 FAIL TO STOP FOR SCHOOL BUS								2					2
3028 CROSSING PHYSICAL BARRIER													
3031 NO SEAT BELT CHILD (FOR KIDS 9-16, OR OVER 49")							2						2
3032 NO SEAT BELT - DRIVER								1					1
3049 NO MOTOR VEHICLE LIABILITY								4	3				7
3049A NO MOTOR VEHICLE LIABILITY							15	2	6				23
3053 FAILED TO YIELD AT YIELD							21	4	6				30
3056 FAILURE TO YIELD RIGHT OF WAY							1		5				1
3057 FAILED TO YIELD ROW TO EMERGENCY VEHICLE									1				1
3059 DISREGARDED TRAFFIC CONTROL DEVICE								1					1
3084 FAILURE TO SIGNAL LANE CHANGE							2	2	1				5



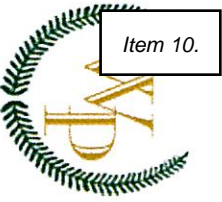
Item 10.

Offense By Year Report

Municipal Court
12/5/2023 9:13:37 AM

Violations For Filed Date From 07/01/2023 To 09/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3101 DRIVING WHILE LICENSE INVALID							2	6					8
3103 NO DRIVERS LICENSE							27	6	16				49
3127 DROVE ONTO/FM CONT ACCESS HWY WHERE PROH							5		2				7
3150A DEFECTIVE EQUIPMENT							5						5
3162 DEFECTIVE EQUIPMENT - HEAD LIGHTS							1		2				3
3170 DEFECTIVE EQUIPMENT - STOP LAMPS							2						2
3259 EXPIRED OPERATORS LICENSE							2	3	2				7
3263 FAIL TO DISPLAY DL							1						1
3264 FAIL TO REPORT CHANGE OF ADDRESS/NAME							1	3	1				5
3274 NO LICENSE PLATE LIGHT							1		2				3
3316 ILLEGAL BACKING								1	1				2
3322 OPERATING VEHICLE WHERE REGULATED							1						1
3365 PERMITTING UNLICENSED OPERATOR TO DRIVE									1				1
3596 SPEEDING 10% OVER LIMIT SCHOOL ZONE								7	4				11
3628 USED UNAPPROVED EQUIPMENT							3	1	2				6
3656 EXPIRED VEHICLE REGISTRATION							39	17	24				80
3659 OBSCURED LICENSE PLATE								1					1
3667 OPERATE MOTOR VEHICLE W/O LICENSE PLATES OR W/O REGISTRATION IN SIGNIA							4	2	1				7
3688 OPERATE UNREGISTERED MOTOR VEHICLE							2	1					3
4390 ILLEGAL PARKING OF COMMERCIAL VEHICLE								2					2
5030 ASSAULT - PHYSICAL CONTACT									1				1
5095 MINOR IN POSSESSION OF TOBACCO							1						1
5130 POSSESSION OF DRUG PARAPHERNALIA							4	2					6
5140 PUBLIC INTOXICATION							1	4	1				6
5160 SOLICITATION W/O A PERMIT								5					5



Offense By Year Report

Municipal Court
12/5/2023 9:13:37 AM

Violations For Filed Date From 07/01/2023 To 09/30/2023

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Total

Report Totals:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
							288	138	159				585



COMMUNICATIONS AND MARKETING
REPORT

LONG-TERM FOCUS



IMPORTANT ANNOUNCEMENTS

There are multiple ways to get information about city news, events, and emergencies. We recommend ALL residents and businesses register for both systems listed below, as well as follow us on social media - listed on the next page.

EMERGENCY ALERTS
The City of Willow Park uses the AlertSense system for weather emergencies, public safety emergencies, and public works events such as a water shut off for repairs. This system offers our community the option to receive phone calls, emails, and/or text messages. Sign up here or visit <https://public.alertsense.com/SignUp>

CITY NEWS
Sign up via our website to receive email notifications on city business like utility rate changes, events, road closures, and other important issues. This is also how to receive the city's monthly newsletter. <https://www.willowparktx.gov/subscribe>



DEC 2023

GOAL: REACHING UNREACHED AUDIENCES

One of the clearly identified opportunities in the communication's department strategic plan was that our traditional channels - both legacy and digital - were not reaching parts of our community.

A clearly defined weakness was getting information to new residents - particularly those in multi-family dwellings who do not come into city hall to make contact with city staff upon their arrival.

To that end, the communications department has created a "New Resident Guide" which is now being distributed to all newcomers who apply for utility service, and we are also partnering with the townhome and apartment complexes to have these booklets distributed to their incoming tenants.

We hope to continue this campaign to include distribution of printed materials to existing residents that can be used as reference for frequently asked questions

RECENT DATA (AUG-NOV 2023)

Engagement and numbers continue to grow for the city's Facebook accounts, as well as our relatively new NextDoor and Instagram accounts.

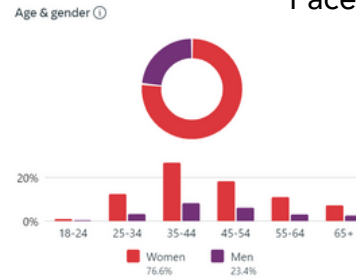
In April 2023, the city changed the name on the Fire Department Facebook account to read "Willow Park Fire Marshal/Emergency Management" and due to decreased engagement, plans are in place to merge that account with the official city hall account.

The police department Facebook page continues to get excellent reach and engagement and has become a strong tool for both public safety messaging and community policing.

All city X (Twitter) accounts have been archived at this time.

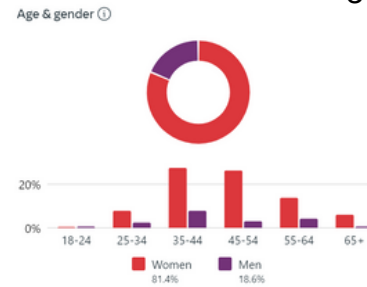
Facebook followers
4,661

Facebook reach
42,718
Facebook visits
6,078



Instagram followers
195

Reach increase in second quarter of use
31.2%



City of Willow Park
2,699 members
1,518 claimed households
10 neighborhoods

Nextdoor reach
6,199
Average post reach
269

Social media OVERVIEW

FALL 2023

This fall, the COWP co-hosted National Night Out with the Willow Park Police Department, participated in a 9/11 memorial at The Shops, hosted a ribbon cutting for the new water facility, and held the second annual Christmas Tree lighting on the new City Hall grounds. The communications department is reviewing plans for events in 2024 and will be announcing the date for the Third Annual Willow Bark festival in January.



Event and outreach HIGHLIGHTS

SHORT TERM GOALS

2024 WINTER/SPRING GOALS

1. Work with other departments to make website updates and improvements
2. Expand Willow Bark event and related campaigns
3. Continue training in emergency comms and messaging; begin work on a crisis communication plan
4. Work with community partners to include more outreach at non-city events



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End of year
SUMMARY