



CITY COUNCIL REGULAR MEETING AGENDA

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

Tuesday, January 09, 2024 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.

PROCLAMATIONS

1. A presentation of a proclamation to the Aledo High School Football Team.

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 December 12, 2023.

REGULAR AGENDA ITEMS

3. Discussion/Action: to consider all matter incident and related to the issuance and sale of "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation,

Series 2024" including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$4,000,000 to finance costs of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with such projects and the financing thereof.

4. Discussion/Action: to adopt an ordinance annexing a portion of East Bankhead Highway and approving a Service Plan for the annexed property, such annexed property to be described 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 Ozer Survey, Abstract No. 1029, A.J. Hood Survey, Abstract No. 2587, and Eliza Ozer Survey, Abstract No. 1031, containing approximately 10.95 acres of land.
5. Discussion/Action: to adopt an ordinance annexing property an approximately 31.247 acre tract of land owned by Dustin Kyle Haney and Jayme Lynne Haney and approving a Service Agreement for the annexed property, such annexed property to be described 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.
6. Discussion/Action: to approve a lease agreement between the City of Willow Park and Parker County ESD 1 for the use of the Public Safety Building located at 101 Stagecoach.
7. Discussion/Action: to approve a contract with Parker County for 2024 General Election Services.
8. Discussion/Action: to adopt an ordinance ordering the May 4, 2024 General Election.
9. Discussion/Action: to approve a professional services agreement with Cultivate Real Estate services for appraisal services for the King's Gate Road Bridge Replacement project.
10. Discussion/Action: to approve a professional services agreement with ML&M Realty Advisors, LLC for appraisal review services for the King's Gate Road Bridge Replacement project.
11. Discussion/Action: to approve an agreement for professional services with Westwood Professional Services, Inc. for the Green Ribbon Grant Program.

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.*

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

13. 551.087 - Economic Development Negotiations; 551.071 Consultation with Attorney; Wilks Development 380 Agreement.

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: January 5, 2024, 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, December 12, 2023 at 6:00 PM

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

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

PRESENT

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

ABSENT

Councilmember Greg Runnebaum

STAFF PRESENT

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

PLEDGE OF ALLEGIANCE AND INVOCATION

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

PUBLIC COMMENTS (Limited to three minutes per person)

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

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

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

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

Dave Laurenzo at 133 Sam Bass Road spoke before the City Council.

PROCLAMATION

1. Presentation of a Proclamation to Louie Lu.

Mayor Moss presented a proclamation to Louie Lu for his contributions to the City of Willow Park.

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.

To approve City Council Minutes - Regular City Council Meeting November 28, 2023.

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras.

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

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.

Mayor Moss Opened the Public Hearing at 6:08 pm.

Pat Chesser, City Attorney gave a brief summary on Chapter 43 of the Local Government Code regarding annexation.

Hearing was none.

Mayor Moss closed the Public Hearing at 6:09 pm.

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.

Mayor Moss opened the Public Hearing at 6:10 pm.

Hearing was none.

Mayor Moss closed the Public Hearing at 6:11 pm.

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.

Mayor Moss opened the Public Hearing at 6:12 pm.

Hearing was none.

Mayor Moss closed the Public Hearing at 6:13 pm.

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.

To adopt 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.

Motion made by Councilmember Gilliland, Seconded by Councilmember Crummel.

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

7. Discussion/Action: to approve a contract proposal for professional services with Westwood Professional Services, Inc.

To approve a contract proposal for professional services with Westwood Professional Services, Inc., for all services proposed in the amount not to exceed \$88,600.

Motion made by Councilmember Young, Seconded by Councilmember Gilliland.

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

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

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

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

9. Discussion/Action: to authorize staff to accept bids to demolish the building located at 516 Ranch House Road.

To authorize staff to accept bids to demolish the building located at 516 Ranch House Road.

Motion made by Councilmember Young, Seconded by Councilmember Gilliland.

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

REPORTS

10. Quarterly Department Reports

City Manager, Bryan Grimes gave a brief summary of the following quarterly reports.

- a. Development
- b. Parks
- c. Public Works
- e. Projects

- f. Police
- g. Court
- h. Communications

INFORMATIONAL

Mayor and City Council Comments

Mayor Moss wished everyone a Merry Christmas. He stated it has been a great year and he is looking forward to 2024.

Mayor Pro Tem Young requested sometime in the first quarter for staff to get with the former architect Jacob & Martin regarding a long term plan for city hall office space.

City Manager Comments

City Manager, Bryan Grimes thanked city council for extending his contract an additional year along with the salary increase. He stated his wife Heather and son Zach will be very happy as they love living here. He thanked senior staff for always doing a great job. He also stated there will not be a December 26th city council meeting.

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

Mayor Moss convened into executive session at 6:28 pm.

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.*

Mayor Moss reconvened into open session at 7:09 pm.

11. 551.087 - Economic Development Negotiations; 551.071 Consultation with Attorney; Wilks Development 380 Agreement.

To authorize staff to draft a Chapter 380 Agreement with Wilks Development in an amount not to exceed \$300,000; and that 50% of the eligible incentives are to be reimbursed to Wilks Development after 6 months after the initial permit request,

and the remainder of the 50% of eligible expenses be reimbursed to Wilks Development upon the issuance of a Certificate of Occupancy.

Motion made by Councilmember Young, Seconded by Councilmember Contreras.

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

- 12. 551.072 - Discussing the purchase, exchange, lease, or value of real property; 516 Ranch House Road.

No action taken.

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

No action taken.

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

To extend the City Manager's contract an additional year with a 7.5% salary increase.

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

ADJOURNMENT

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

Mayor Moss adjourned the meeting at 7:12 pm.

These minutes were approved on the 9th of January, 2024.

Mayor Pro Tem Young

Crystal R. Dozier, TRMC, CMC
City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 9, 2024	Department: Admin	Presented By: City Manager
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AGENDA ITEM: Consider all matters incident and related to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024” including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$4,000,000 to finance the costs of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with such projects and the financing thereof

BACKGROUND: Pursuant to Council direction, the certificate of obligations will be for improvements to the 750K Wastewater Treatment Plant. Bonds will be sold on Tuesday morning; therefore, Erick Macha will provide final pricing and interest rates at the January 9th meeting.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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



CERTIFICATE ORDINANCE

\$ _____
CITY OF WILLOW PARK, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2024
Adopted: January 9, 2024

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ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of "CITY OF WILLOW PARK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the surplus net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement, Purchase Agreement, and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount not to exceed \$4,000,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with such projects and the financing thereof, has been duly published (i) in The Community News, a newspaper hereby found and determined to be of general circulation in the City of Willow Park, Texas (the "City"), on November 17, 2023, and November 24, 2023, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date state therein for the passage of the ordinance authorizing the issuance of such certificates, and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purposes for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

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

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF WILLOW PARK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with such projects and the financing thereof, pursuant to authority conferred by and in conformity with the

Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates shall be issued as fully registered obligations, shall be dated January 1, 2024 (the "Certificate Date"), shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year</u> <u>Stated Maturity</u>	of	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers, anticipated to be February 7, 2024 (the "Delivery Date") at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months); and such interest shall be payable on February 15 and August 15 of each year, commencing August 15, 2024, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of

America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

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

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in Kansas City, Missouri, or with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 20__, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a

Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

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

(c) Mandatory Redemption. [The Certificates maturing on February 15th in the years 20__, 20__, 20__, 20__, 20__, and 20__ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in the principal amounts as follows:

Term Certificates due February 15, 20__
<u>Redemption Date</u> <u>Principal Amount (\$)</u>
February 15, 20__
February 15, 20__
February 15, 20__

Term Certificates due February 15, 20__
<u>Redemption Date</u> <u>Principal Amount (\$)</u>
February 15, 20__
February 15, 20__
February 15, 20__

Term Certificates due February 15, 20__
<u>Redemption Date</u> <u>Principal Amount (\$)</u>
February 15, 20__
February 15, 20__
February 15, 20__

Term Certificates due February 15, 20__
<u>Redemption Date</u> <u>Principal Amount (\$)</u>
February 15, 20__
February 15, 20__
February 15, 20__

Term Certificates due February 15, 20__
<u>Redemption Date</u> <u>Principal Amount (\$)</u>
February 15, 20__
February 15, 20__
February 15, 20__

Term Certificates due February 15, 20__
<u>Redemption Date</u> <u>Principal Amount (\$)</u>
February 15, 20__
February 15, 20__
February 15, 20__
February 15, 20__
February 15, 20__

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot, or by any other customary method that results in a random selection, the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following February 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a given Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subparagraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.]

(d) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar

shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or by any other customary method that results in a random selection.

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

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

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

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

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

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

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

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

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

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

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

owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

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

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

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

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

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

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

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WILLOW PARK, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2024

Certificate Date: Interest Rate: Stated Maturity: CUSIP NO:
January 1, 2024 _____% February 15, 20____

Registered Owner:

Principal Amount:

The City of Willow Park (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Parker, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificates to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2024, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying

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

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving wastewater system properties or facilities, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 20__	
February 15, 20__	
February 15, 20__	

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 20__	
February 15, 20__	
February 15, 20__	

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 20__	
February 15, 20__	
February 15, 20__	

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 20__	
February 15, 20__	
February 15, 20__	

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 20__	
February 15, 20__	
February 15, 20__	

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 20__	
February 15, 20__	
February 15, 20__	
February 15, 20__	
February 15, 20__	

The particular Term Certificates of a given Stated Maturity required to be redeemed each redemption date shall be chosen by lot, or by any other customary method that results in a random selection, by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may

be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Certificates having Stated Maturities on and after February 15, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

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

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

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

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and, together with the Previously Issued Obligations (identified and defined in the Ordinance), are additionally payable from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of

the "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding or hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Previously Issued Obligations and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

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

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

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

It is hereby certified, recited, represented and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has

been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of and lien on the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF WILLOW PARK, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

UMB Bank, N.A.,
Dallas, Texas

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

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

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

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WILLOW PARK, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2024

Certificate Date:
January 1, 2024

Registered Owner: RAYMOND JAMES & ASSOCIATES, INC

Principal Amount: _____ DOLLARS

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

<u>Year</u>	<u>of</u>	<u>Principal</u>	<u>Interest</u>
<u>Stated Maturity</u>		<u>Amount (\$)</u>	<u>Rate (%)</u>
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
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2050			
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2052			

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2024, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by UMB Bank, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Kansas City, Missouri (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking

institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

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

(b) The term "Certificates" shall mean the \$_____ "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024" authorized by this Ordinance.

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

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

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

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

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

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

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

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

- (1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Certificates paid in accordance with the provisions of Section 24 hereof; and
- (3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 23 hereof.

(k) The term "Previously Issued Obligations" shall mean the outstanding (1) "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2014," dated February 15, 2014, originally issued in the principal amount of \$685,000, (2) "City of Willow Park, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015," dated November 1, 2015, originally issued in the principal amount of \$1,380,000, (3) "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2016," dated February 15, 2016, originally issued in the principal amount of \$995,000, (4) "City of Willow Park, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2017," dated February 1, 2017, originally issued in the principal amount of \$2,725,000, (5) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019," dated November 1, 2019, originally issued in the principal amount of \$13,770,000, (6) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021," dated January 15, 2021, originally issued in the principal amount of \$6,270,000, (7) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A," dated May 15, 2021, originally issued in the principal amount of \$14,310,000, (8) "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022," dated December 15, 2021, originally issued in the principal amount of \$5,045,000, (9) "City of Willow Park, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023," dated June 1, 2023, originally issued in the principal amount of \$4,310,000, and (10) "City of Willow Park, Texas, Combination Tax and Revenue

Certificates of Obligation, Taxable Series 2023A," dated June 1, 2023, originally issued in the principal amount of \$4,190,000.

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

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

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2024 COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account a depository bank of the City. The Mayor, Mayor Pro Tem, City Manager and City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

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

SECTION 12: Tax Levy.

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

authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

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

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

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

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations, the Previously Issued Obligations and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

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

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System that produce Net Revenues in an amount not less than 1.10 times the debt service payments for all

outstanding water or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

The City has sufficient current funds available and such funds are hereby appropriated to make the payment to become due on the Certificates on August 15, 2024, and the Mayor, Mayor Pro Tem, City Manager, and City Secretary, individually or jointly, are hereby authorized and directed to transfer and deposit in the Certificate Fund such amount of current funds which will be sufficient to pay the amount to become due on the Certificates on August 15, 2024.

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

Chapter 1208, Government Code, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

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

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

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

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

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

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

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

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

SECTION 17: Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties and comply with all license and regulatory requirements imposed by state and federal laws with respect to the operation and maintenance of the System.

SECTION 18: Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the operations of the System in which

complete and correct entries shall be made of all transactions relating thereto. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants.

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

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

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

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

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

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

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

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

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

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

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

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such

moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 41 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment

(or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

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

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

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

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

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

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

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed

to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

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

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

SECTION 27: Sale of Certificates. The Certificates authorized by this Ordinance are hereby sold by the City to RAYMOND JAMES & ASSOCIATES, INC (herein referred to as the "Purchasers") in accordance with the Bond Purchase Agreement, dated January 9, 2024 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines and declares that the terms of the sale are in the best interests of the City and the representations, warranties and agreements of the City contained in the Purchase Agreement are true and correct in all material respects and shall be honored and performed by the City.

SECTION 28: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager or City Secretary, one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated January 9, 2024, in the offering, sale and delivery of the Certificates to the public.

SECTION 29: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance and premium in the amount of \$_____, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, the proceeds of sale deposited to the credit of the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Premium in the above amount as well as all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

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

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

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

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

SECTION 33: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The prior engagement of Norton Rose Fulbright US LLP as Bond Counsel by the City is hereby ratified, confirmed and approved.

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

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

SECTION 36: Inconsistent Provisions. Except as provided in Section 22 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

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

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

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

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

SECTION 41: Continuing Disclosure Undertaking.

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

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

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

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

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

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City, ending in or after 2023, financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City within twelve months after the end of each fiscal year ending in or after 2023. If the audit of such financial statements is not complete within twelve months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall be (1) prepared in accordance with generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

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

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

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

For these purposes, (a) any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding

subsection (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

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

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

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

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

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

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

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

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

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

SECTION 43: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were related in full in this Section.

SECTION 44: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 45: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED, this January 4, 2024.

CITY OF WILLOW PARK, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of January 9, 2024 (this "Agreement"), by and between UMB Bank, N.A., a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Willow Park, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024" (the "Securities"), dated January 1, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about February 7, 2024; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any

of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

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

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

ARTICLE THREE PAYING AGENT

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

UMB Bank, N.A.
928 Grand Blvd., 4th Floor
Kansas City, MO 64106
Attention: Corporate Trust Operations

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

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

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

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

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

[Remainder of page left blank intentionally.]

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

UMB BANK, N.A.

By: _____

Title: _____

Address: 5910 North Central Expressway, Suite 1900
Dallas, Texas 75206

CITY OF WILLOW PARK, TEXAS

By: _____
Mayor

Address: 120 El Chico Trail, Suite A
Willow Park, Texas 76087

ATTEST:

City Secretary

ANNEX A

EXHIBIT B
DRAFT BOND PURCHASE AGREEMENT

Purchase Contract

\$ _____
 City of Willow Park, Texas
 (Parker County, Texas)
 Combination Tax and Revenue Certificates of Obligation, Series 2024

January 9, 2024

Mayor and Members of the City Council
 City of Willow Park, Texas
 516 Ranch House Road
 Willow Park, Texas 76087-7626

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), offers to enter into the following agreement with the City of Willow Park, Texas (the "Issuer") which, upon the Issuer's written acceptance of this offer (the "Contract"), will be binding upon the Issuer and upon the Underwriter. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Central time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Contract shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. Purchase and Sale of the Certificates. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's \$_____ Combination Tax and Revenue Certificates of Obligation, Series 2024 (the "Certificates").

The Certificates are to be issued, secured and sold under the provisions of an ordinance (the "Ordinance") adopted by the City Council of the Issuer on January 9, 2024, and shall have the terms and features (including those with respect to rates) as set forth in the Ordinance. The principal amount of the Certificates to be issued, the dated date therefor, the maturities, redemption provisions, yields and interest rates per annum are set forth in **Schedule I** attached hereto. The Certificates shall otherwise have such terms and provisions as set forth and described in the Official Statement referred to below.

The purchase price for the Certificates shall be \$_____ (representing the principal amount of the Certificates, plus [a net/an] original issue premium of \$_____ and less an underwriting discount of \$_____).

The Underwriter has delivered to the Issuer the Underwriter's good faith deposit in the amount of \$40,000 (the "Good Faith Deposit") in the form of (i) a cashier's check payable to the order of the Issuer or (ii) a wire transfer of immediately available funds to an account specified

by the Issuer. In the event the Issuer accepts this Contract, the Good Faith Deposit shall be held by the Issuer until the time of Closing (as defined herein), at which time the Good Faith Deposit shall be returned to the Underwriter or applied as a credit against the purchase price of the Certificates, as the Issuer and the Underwriter shall mutually agree. In the event that the Issuer does not accept this Contract, the Good Faith Deposit shall be immediately returned to the Underwriter. In the event of the failure by the Issuer to deliver the Certificates at the Closing, or if the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Contract, the Good Faith Deposit shall be returned promptly to the Underwriter. In the event that the Underwriter fails (other than for a reason permitted hereunder) to purchase and accept delivery of the Certificates as herein provided, the Good Faith Deposit shall be retained by the Issuer as and for full liquidated damages for such failure on the part of the Underwriter and such proceeds shall constitute a full release and discharge of all claims and damages for such failure. The Underwriter and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriter hereby waives any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriter for its failure to purchase, accept delivery of and pay for the Certificates. In the event the Good Faith Deposit is provided in the form of a check, the Underwriter hereby agrees not to stop or cause payment on such check to be stopped unless the Issuer has breached the terms of this Contract and the Underwriter has exercised its right to terminate this Contract under Section 7 hereof.

In addition, the Underwriter represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof. Accordingly, the Underwriter is not required to file a Certificate of Interested Parties Form 1295.

2. Public Offering and Establishment of Issue Price.

(a) Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Certificates at prices not to exceed the public offering prices set forth on page 2 of the Official Statement and may, subject to the provisions of Section 2(b) hereof, subsequently change such offering prices or yields without any requirement of prior notice. Subject to the provisions of Section 2(b) hereof, after the initial public offering, the Underwriter may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower (or yields greater) than the public offering prices or yields stated on page 2 of the Official Statement. The Underwriter shall, at or before Closing, execute and deliver to Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), an 'issue price' or similar certificate for the Certificates, together with the supporting pricing wires or equivalent communications, prepared by Bond Counsel and in substantially the form attached hereto as **Exhibit A** and in accordance with paragraph (b) below (the "Issue Price Certificate").

(b) Establishment of Issue Price of the Certificates. Notwithstanding any provision of this Contract to the contrary, the following provisions related to the establishment of the issue price of the Certificates apply:

(1) Definitions. For purposes of this section, the following definitions apply:

(i) "*Public*" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Issue Price Underwriter or a Related Party to an Issue Price Underwriter,

(ii) "*Issue Price Underwriter*" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Certificates to the Public),

(iii) a purchaser of any of the Certificates is a "*Related Party*" to an Issue Price Underwriter if the Issue Price Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "*Sale Date*" means the date of execution of this Contract by all parties.

(2) The Underwriter agrees to assist the Issuer in establishing the issue price of the Certificates and shall execute and deliver to the Issuer at Closing the Issue Price Certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, counsel to the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the Initial Offering Price (as hereinafter defined) or prices to the Public of the Certificates. All actions to be taken by the Issuer under this section to establish the issue price of the Certificates may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor or to Bond Counsel.

(3) Except as set forth in the Issue Price Certificate, the Issuer will treat the first price at which 10% of each maturity of the Certificates (the "10% Test") is sold to the Public as of the Sale Date as the issue price of that maturity.

At or promptly after the execution of this Contract, the Underwriter shall report to the Issuer the price or prices at which it sold to the Public each maturity of Certificates. Those maturities of the Certificates that do not satisfy the 10% Test as of the Sale Date will be identified in the Issue Price Certificate and will be subject to the Hold-The-Offering-Price Rule (as hereinafter defined). For purposes of this Section, if Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Certificates.

(4) The Underwriter has offered the Certificates to the Public on or before the date of this Contract at the offering price or prices (the "Initial Offering Price"), or at the corresponding yield or yields, set forth in **Schedule I** attached hereto, except as otherwise set forth in the Issue Price Certificate. The Issue Price Certificate will set forth the maturities, if any, of the Certificates for which the 10% Test has not been satisfied as of the Sale Date (the "Held Maturities"). The Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply to the Held Maturities, which will allow the Issuer to treat the Initial Offering Price to the Public of each such maturity as of the Sale Date as the issue price of that maturity (the "Hold-The-Offering-Price Rule"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the Sale Date;
- or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

(5) The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Certificates to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that an Issue Price Underwriter is a party to a retail or other third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the Public, the agreement of each broker-dealer that is a party to such agreement to comply

with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Issue Price Underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-The-Offering-Price Rule and that no Issue Price Underwriter shall be liable for the failure of any other Issue Price Underwriter, any dealer who is a member of a selling group or of any broker-dealer that is a party to a retail or other third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates.

(6) The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail or other third-party distribution agreement relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Issue Price Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable, to (i) (A) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) to promptly notify the Underwriter of any sales of Certificates that, to its knowledge, are made to a purchaser who is a Related Party to an Issue Price Underwriter participating in the initial sale of the Certificates to the Public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the Public; and

(ii) any selling group agreement relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the Public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The Underwriter acknowledges that sales of any Certificates to any person that is a Related Party to an Issue Price Underwriter shall not constitute sales to the Public for purposes of this section.

3. The Official Statement.

(a) Preliminary Official Statement. The Issuer previously has delivered, or caused to be delivered, copies of a Preliminary Official Statement relating to the Certificates (the "Preliminary Official Statement"), to the Underwriter for its use in determining interest in the Certificates. The Issuer prepared the Preliminary Official Statement for use by the Underwriter in connection with the public offering, sale and distribution of the Certificates. The Issuer hereby ratifies and approves the use by the Underwriter of the Preliminary Official Statement prior to the date hereof, and until the availability of the final Official Statement, in connection with the public offering of the Certificates. The Issuer hereby represents and warrants that it deemed the Preliminary Official Statement "final", within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement in electronic form.

(b) Final Official Statement. The Issuer shall prepare and provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer's acceptance of this Contract (but, in any event, not later than within seven business days after the Issuer's acceptance of this Contract and in sufficient time to accompany any confirmation that requests payment from any customer) a final Official Statement which is complete as of the date of its delivery to the Underwriter, in such quantity and formats as it shall reasonably request, and in any event in a "designated electronic format" (as defined in MSRB Rule G-32), in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the MSRB. Such final Official Statement shall be substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter or as shall be permitted by the Rule or the rules of the MSRB. Such final Official Statement, including the cover page, all exhibits, appendices, maps, pictures, diagrams, reports and statements included or incorporated therein or attached thereto, and any amendments and supplements thereto that may be authorized for use with respect to the Certificates, is herein referred to as the "Official Statement." The Issuer represents that its governing body or a designated official of the Issuer has reviewed and approved the content of the Preliminary Official Statement and will review and approve the content of the Official Statement. The Issuer hereby authorizes the Underwriter to use the Official Statement and the information contained therein in connection with the public offering and the sale of the Certificates. The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form. If, for any reason, the Issuer is unable or otherwise fails to deliver the final Official Statement to the Underwriter in compliance with this paragraph, the Issuer shall deliver the Preliminary Official Statement, including all amendments and supplements thereto, to the Underwriter in a "designated electronic format" at least one business day before the date of the Closing.

(c) If, after the date of this Contract to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period", as defined in the Rule, and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the

Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will prepare and furnish, at the Issuer's sole expense, in such quantity and in formats as the Underwriter shall reasonably request, and in a "designated electronic format", in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the MSRB, copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriter hereby agrees to timely file the Official Statement (and any amendments or supplements thereto) with the MSRB in the format prescribed by the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. Representations, Warranties, and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a body politic and corporate, a type A general law municipality and a political subdivision of the State of Texas (the "State") duly created, organized and existing under the laws of the State, and has full legal right, power and authority pursuant to the Constitution and general laws of the State, including Subchapter C of Chapter 271, Texas Local Government Code, as amended (the "Act"), and at the date of the Closing will continue to have full legal right, power and authority under the Act (i) to adopt the Ordinance, (ii) to enter into, execute and deliver this Contract and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Contract and the Ordinance, which contains the Undertaking (as defined in Section 6(i)(2) hereof), are hereinafter referred to as the "Issuer Documents"), (iii) to sell, issue and deliver the Certificates to the Underwriter as provided herein, and (iv) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance, in all material respects with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance of this Contract, the Issuer has duly authorized all necessary action to be taken by it for the (i) adoption of the Ordinance and the issuance and sale of the Certificates, (ii) approval of the Preliminary Official Statement and the Official Statement, (iii) approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Certificates and the Issuer Documents and (iv) consummation by the Issuer of all other transactions described in the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Certificates and the Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to principles of sovereign immunity of political subdivisions, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Certificates, when issued, delivered and paid for, in accordance with the Ordinance and this Contract, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Ordinance and enforceable in accordance with their terms, subject to principles of sovereign immunity of political subdivisions, bankruptcy, insolvency, reorganization, moratorium and other similar laws, and principles of equity relating to or affecting the enforcement of creditors' rights. Upon the issuance, authentication and delivery of the Certificates as aforesaid, the Ordinance will provide, for the benefit of the holders, from time to time, of the Certificates, for the levy and collection of an annual ad valorem tax, levied within the limits prescribed by law, for the payment of the Certificates, and a pledge of the surplus net revenues of the Issuer's Waterworks and Sewer System (the "System");

(d) To the Issuer's knowledge, the Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is, or any of its property or assets are, otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Certificates and the Issuer Documents and the adoption of the Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default in any material respect under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is, or to which any of its property or assets are, otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to

secure the Certificates or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Certificates, have been duly obtained, except for (i) such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates and (ii) the opinion of the Attorney General of the State (the "Attorney General") approving the Certificates as required by law and the registration of the Certificates by the Comptroller of Public Accounts of the State (the "Comptroller") (which Attorney General approval and Comptroller registration shall have been duly obtained or effected on or before the date of Closing);

(f) The Certificates and the Ordinance conform to the descriptions thereof contained in the Official Statement under the caption "THE CERTIFICATES"; the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the subcaption "THE CERTIFICATES - Use of Proceeds" and will be used for the purposes described in the Official Statement under the subcaption "THE CERTIFICATES - Purpose"; and the Undertaking (as defined in Section 6(i)(2) hereof) conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION";

(g) To the Issuer's knowledge, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer, (i) contesting the due organization and valid corporate existence of the Issuer or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the levy, assessment and/or collection of ad valorem taxes or surplus net revenues of the System pledged to the payment of the principal of and interest on the Certificates pursuant to the Ordinance, (iii) contesting or affecting the validity or enforceability of the Certificates or the Issuer Documents, (iv) contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, (v) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Ordinance or the execution and delivery of the Issuer Documents, nor, to the knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Contract) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 3 of this Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Ordinance and will not take or omit to take any action within its control which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates;

(l) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as it may reasonably request, at no expense to the Issuer, (A) to (y) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding, the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position of the Issuer as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and (ii) the other financial information has been determined on a basis substantially consistent with that of the Issuer's audited financial statements included in the Preliminary Official Statement and the Official Statement. Prior to the Closing, the Issuer will not take any action within or under its control that will cause an adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer from that described in the Official Statement. Except as may be described in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its

knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(n) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or take action to incur any material liabilities, direct or contingent (except in the ordinary course of business), payable from or secured by any of the ad valorem tax revenues which will secure the Certificates without the prior approval of the Underwriter, such approval not to be unreasonably withheld;

(o) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Contract, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

(p) The Issuer, to the extent heretofore requested by the Underwriter in writing, has delivered to the Underwriter true, correct, complete and legible copies of all information, applications, reports or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Certificates and, in each instance, true, correct, complete and legible copies of all correspondence or other communications relating thereto; and

(q) To the knowledge of the Issuer, the Official Statement contains information, including financial information and operating data, as required by the Rule. Except as described in the Official Statement, during the last five years, the Issuer has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

5. Closing.

(a) At 10:00 a.m. Central time, on February 7, 2024, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the initial Certificate to UMB Bank, N.A., Dallas, Texas (the "Paying Agent/Registrar"), as the entity appointed by the Issuer and agreed to by the Underwriter to make delivery of the Certificates, duly executed and authenticated, together with the other documents hereinafter mentioned, and the Paying Agent/Registrar, as the entity appointed by the Issuer and agreed to by the Underwriter to make delivery of the Certificates, will, subject to the terms and conditions hereof, accept such delivery and the Underwriter will pay the purchase price of the Certificates as set forth in Section 1 of this Contract in immediately available funds to the order of the Issuer. Payment for the Certificates as aforesaid shall be made at the offices of the Paying Agent/Registrar, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Certificates in definitive form shall be made through DTC, utilizing the book-entry-only form of issuance. The definitive Certificates shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Certificate for each maturity of the Certificates, registered in the name of Cede & Co., all as provided in the Ordinance, and shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection at the offices of DTC or, if the Certificates are to be held in

safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC's FAST system, at the designated payment office of the Paying Agent/Registrar. In addition, the Issuer and the Underwriter agree that there shall be a preliminary Closing held at such place as the Issuer and the Underwriter shall mutually agree, commencing at least 24 hours prior to the Closing; provided, however, that such preliminary Closing shall not be required if Bond Counsel provides a complete transcript of proceedings acceptable to counsel for the Underwriter at least 24 hours prior to the Closing.

6. Closing Conditions. The Underwriter has entered into this Contract in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Contract to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter, unless waived in writing by the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Contract to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Certificates shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and Underwriter's Counsel to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Ordinance shall have been duly adopted by the governing body of the Issuer in accordance with law and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the Certificates;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement

that, in the reasonable judgment of the Underwriter, is material and adverse and that makes it, in the reasonable judgment of the Underwriter, impracticable to market the Certificates on the terms and in the manner described in the Official Statement;

(g) The Issuer shall not currently be in default with respect to the payment of principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Contract shall be reasonably satisfactory in legal form and effect to the Underwriter;

(i) At or prior to the Closing, the Underwriter or counsel to the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, and the reports and audits referred to or appearing in the Official Statement;

(2) The Ordinance, with such supplements or amendments as may have been agreed to by the Underwriter, which shall include an undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule (the "Undertaking");

(3) The approving opinion of Bond Counsel with respect to the Certificates, in substantially the form and substance attached to the Official Statement as Appendix C;

(4) A supplemental opinion of Bond Counsel addressed to the Underwriter, substantially to the effect that:

(i) the Ordinance has been duly adopted by the Issuer and is in full force and effect;

(ii) the Certificates are exempted securities under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Ordinance under the Trust Indenture Act; and

(iii) such firm was not requested to participate, and did not take part, in the preparation of the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information in the Official Statement under the captions "THE CERTIFICATES" (exclusive of the subcaptions "Book-Entry-Only System", "Certificateholders' Remedies", "Use of Proceeds" and the last

two sentences under the subcaption "Tax Rate Limitation"), "TAX MATTERS" and "CONTINUING DISCLOSURE OF INFORMATION" (exclusive of the subcaption "Compliance with Prior Undertakings") and the subcaptions "Registration and Qualification of Certificates for Sale", "Legal Opinions" (exclusive of the last sentence of the first paragraph thereof) and "Legal Investments and Eligibility to Secure Public Funds in Texas" under the caption "OTHER INFORMATION", and such firm is of the opinion that the information relating to the Certificates and the legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Certificates, such information conforms to the Ordinance.

The supplemental opinion of Bond Counsel will also state that the Underwriter is entitled to rely upon the opinion of Bond Counsel delivered in accordance with the provisions of Section 6(i)(3) of this Contract.

(5) An opinion of McCall, Parkhurst & Horton L.L.P., as counsel for the Underwriter, dated the date of the Closing, addressed to the Underwriter, substantially in the form attached hereto as **Exhibit B**;

(6) A certificate, dated the date of Closing, of an appropriate official of the Issuer, to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding or tax challenge against the Issuer is pending or, to such person's knowledge, threatened in any court or administrative body nor, to such person's knowledge, is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents, (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and/or levying and/or collecting ad valorem taxes, or fixing, charging and/or collecting System revenues, and making payments on the Certificates pursuant to the Ordinance, or contest the pledge of ad valorem taxes and/or System revenues to the payment of the principal of and interest on the Certificates, or (e) contest the accuracy, completeness or the fairness of the Preliminary Official Statement or the Official Statement; (iii) the Ordinance was duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed, and this Contract has been duly executed and delivered by an authorized official of the Issuer, is in full force and effect and has not been modified, amended or repealed; (iv) to such person's knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the

date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (v) there has not been any materially adverse change in the financial condition of the Issuer since September 30, 2022, the latest date as of which audited financial information is available;

(7) A certificate of the Issuer in form and substance reasonably satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code;

(8) Any other certificates and opinions required by the Ordinance for the issuance thereunder of the Certificates;

(9) Evidence satisfactory to the Underwriter that the Certificates have been rated "AA" or better by S&P Global Ratings, a division of S&P Global Inc., without regard to credit enhancement, and that such rating is in effect as of the date of Closing;

(10) An opinion or certificate, dated on or prior to the date of Closing, of the Attorney General, approving the Certificates as required by law, and the registration certificate of the Comptroller; and

(11) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates contained in this Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Contract, this Contract shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in

Sections 1 (with respect to the Good Faith Deposit), 4, 8 and 10 hereof shall continue in full force and effect.

7. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Certificates (to be evidenced by a written notice to the Issuer terminating the obligation of the Underwriter to accept delivery of and pay for the Certificates) if, between the date of this Contract and the date of the Closing, the market price or marketability of the Certificates shall be materially adversely affected, in the reasonable judgment of the Underwriter, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either Chamber of the Congress by any committee of such Chamber to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Certificates or the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body in any jurisdiction in which more than ten percent (10%) of the Certificates have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or any other United States national securities exchange, the establishment of minimum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental

authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other United States national securities exchange or any governmental authority shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters and/or broker-dealers;

(f) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessment, levy and/or collection of the ad valorem taxes pledged to pay the principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Contract any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur, if any;

(i) there shall have occurred (whether or not foreseeable) any (a) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (b) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (c) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(j) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any published notice shall have been given of any intended review for possible downgrade, downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's outstanding obligations secured in a like manner as the Certificates (including any rating to be accorded the Certificates);

(l) the purchase of and payment for the Certificates by the Underwriter, or the resale of the Certificates by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; provided, however, that such prohibition occurs after the date of this Contract and is not caused by the action, or failure to act, of any of the Underwriter; or

(m) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred and shall be continuing at the date of Closing.

With respect to the conditions described in subparagraphs (e) and (l) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Contract which would permit the Underwriter to invoke its termination rights hereunder.

8. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to, (i) the cost of preparation and printing of the Certificates, the Preliminary Official Statement and the Official Statement; (ii) the fees and disbursements of Bond Counsel and counsel to the Issuer, if any; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of the Paying Agent/Registrar for the Certificates and any engineers, accountants and other experts, consultants or advisers retained by the Issuer, if any; (v) the fees of the Attorney General; and (vi) the fees for bond ratings.

(b) The Underwriter shall pay (i) the cost of preparation and printing of this Contract, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Certificates; and (iii) all other expenses incurred by the Underwriter in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by the Underwriter.

(c) The Issuer acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount certain expenses incurred by the Underwriter which are incidental to implementing this Contract and the issuance of the Certificates, including, but not limited to, the applicable per bond assessment charged by the Municipal Advisory Council of Texas (the "MAC"). The MAC is a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities. An employee of the Underwriter serves on the board of the MAC.

(d) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Certificates.

9. Notices. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing at its address set forth above, Attention: Mr. Bryan Grimes, City Manager, and any notice or other communication to be given to the Underwriter under this Contract may be given by delivering the same in writing to Raymond James & Associates, Inc., 5956 Sherry Lane, Suite 1900, Dallas, Texas 75225 Attention: Mr. Jim Buie.

10. Entire Agreement; Parties in Interest. This Contract represents the entire agreement between the Issuer and the Underwriter with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Certificates, and this Contract is made solely for the benefit of the Issuer

and the Underwriter (including successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. This Contract may not be assigned by the Issuer. All of the Issuer's representations and warranties contained in this Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) any termination of this Contract and (iii) delivery of and payment for the Certificates pursuant to this Contract.

11. Effectiveness. This Contract shall become effective upon the acceptance hereof by the Issuer and shall be valid and binding at the time of such acceptance.

12. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State.

13. Severability. If any provision of this Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Contract invalid, inoperative or unenforceable to any extent whatever.

14. Business Day. For purposes of this Contract, "business day" means any day on which the New York Stock Exchange is open for trading.

15. Section Headings. Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provisions of this Contract.

16. Counterparts. This Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document. The Issuer and the Underwriter agree that electronic signatures to this Contract may be regarded as original signatures.

17. No Personal Liability. None of the members of the City Council, nor any officer, agent or employee of the Issuer, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Contract or any other document relating to the Certificates, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Contract or any other document relating to the Certificates.

18. No Boycott of Israel. The Underwriter hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. Prohibition on Contracts with Certain Companies. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Underwriter and the Underwriter's parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

20. No Discrimination Against Fossil-Fuel Companies. Pursuant to Section 2276.002, Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, "boycott energy company", a term defined in Section 2276.001(1), Texas Government Code, shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

21. No Discrimination Against Firearm Entities and Firearm Trade Associations. Pursuant to Section 2274.002, Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to enable the Issuer to comply with such Section.

As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association', a term defined in Section 2274.001(3), Texas Government Code, (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an

existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity', a term defined in Section 2274.001(6), Texas Government Code, means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association', a term defined in Section 2274.001(7), Texas Government Code, means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

22. Affiliate. As used in Sections 18 through 21, the Underwriter understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

23. Status of Underwriter. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Contract is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own

accounts, (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

24. Attorney General Standing Letter. The Underwriter represents that it has, or will have prior to the date of Closing, on file with the Attorney General a standing letter addressing the representations and verifications in Sections 18 through 21 of this Contract in a form acceptable to the Attorney General. In addition, if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), the Underwriter shall promptly notify the Issuer and Bond Counsel (if it has not already done so) and provide to the Issuer or Bond Counsel, two business days prior to Closing and additionally upon request by the Issuer or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

[Remainder of page left blank intentionally]

If the Issuer agrees with the foregoing, please sign the enclosed counterpart of this Contract and return it to the Underwriter. This Contract shall become a binding agreement between the Issuer and the Underwriter when at least the counterpart of this Contract shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Authorized Officer

ACCEPTANCE:

ACCEPTED AND AGREED TO at _____ p.m. Central Time on January 9, 2024.

CITY OF WILLOW PARK, TEXAS

By: _____
Mayor

Schedule I

\$ _____
City of Willow Park, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2024

Dated Date: January 1, 2024
Delivery Date: February 7, 2024

\$ _____ Serial Certificates
(Interest to accrue from the Delivery Date)

<u>Year</u> <u>(February 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Initial</u> <u>Yield</u>
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			

\$ _____ Term Certificates
(Interest to accrue from the Delivery Date)

- \$ _____ % Term Certificates due February 15, 20__, Priced to Yield _____ %
- \$ _____ % Term Certificates due February 15, 20__, Priced to Yield _____ %
- \$ _____ % Term Certificates due February 15, 20__, Priced to Yield _____ %
- \$ _____ % Term Certificates due February 15, 20__, Priced to Yield _____ %
- \$ _____ % Term Certificates due February 15, 20__, Priced to Yield _____ %

[* Yield shown is yield to first call date, February 15, 20__.]

Optional Redemption. The Certificates maturing on and after February 15, 20__ are subject to redemption prior to stated maturity, at the option of the Issuer, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 20__, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

Mandatory Redemption. The Certificates maturing on February 15 in each of the years 20__, 20__, 20__, 20__ and 20__ (the "Term Certificates"), are subject to mandatory sinking fund redemption prior to their stated maturity and shall be redeemed in part at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years set forth below:

Term Certificates Stated to Mature on February 15, 20

<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__**	

Term Certificates Stated to Mature on February 15, 20

<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__**	

Term Certificates Stated to Mature on February 15, 20

<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__**	

Term Certificates Stated to Mature on February 15, 20

<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__**	

Term Certificates Stated to Mature on February 15, 20

<u>Year</u>	<u>Principal Amount</u>
20__	
20__	
20__**	

** Stated maturity.

Exhibit A

FORM OF ISSUE PRICE CERTIFICATE
\$ _____
CITY OF WILLOW PARK, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2024

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc. (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Certificates") of the City of Willow Park, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in **Schedule A**.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in **Schedule A** (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as **Schedule B**.

(b) As set forth in the Purchase Contract, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-The-Offering-Price Rule"), and (ii) any selling group agreement shall contain the agreement of each Issue Price Underwriter or dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Issue Price Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Certificates listed in **Schedule A** hereto as the "General Rule Maturities."

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Certificates listed in **Schedule A** hereto as the "Hold-the-Offering-Price Maturities."

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter sold at least 10% of such Hold-the-

Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a related party to the Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is January 9, 2024.

(g) *Issue Price Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the certificate as to tax exemption with respect to the Certificates and with respect to compliance with the federal income tax rules affecting the Certificates, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Dated: February 7, 2024.

Schedule A

SALE PRICES OF THE GENERAL RULE MATURITIES

<u>Maturity Date</u> <u>(February 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Initial</u> <u>Yield</u>	<u>Price</u>
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INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

<u>Maturity Date</u> <u>(February 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Initial</u> <u>Yield</u>	<u>Price</u>
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⁽¹⁾ Initial yield shown to first available optional redemption date of February 15, 20__.

Schedule B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

Exhibit B**Form of Opinion of McCall, Parkhurst & Horton L.L.P., as Counsel to the Underwriter**

February 7, 2024

Raymond James & Associates, Inc.
5956 Sherry Lane, Suite 1900
Dallas, Texas 75225

Re: \$_____ City of Willow Park, Texas, Combination Tax and Revenue Certificates of
Obligation, Series 2024

Ladies and Gentlemen:

We have acted as counsel for you as the underwriter of the above-referenced certificates of obligation (the "Certificates"), issued under and pursuant to an ordinance of the City of Willow Park, Texas (the "City") on January 9, 2024 (the "Ordinance") authorizing the issuance of the Certificates, which Certificates you are purchasing pursuant to a Purchase Contract dated January 9, 2024. All capitalized undefined terms used herein shall have the meaning set forth in the Purchase Contract.

In connection with this opinion letter, we have considered such matters of law and of fact, and have relied upon such certifications and other information furnished to us, as we have deemed appropriate as a basis for our opinion set forth below. We are not expressing any opinion or views herein on the authorization, issuance, delivery, validity of the Certificates and we have assumed, but not independently verified, that the signatures on all documents and Certificates that we have examined are genuine.

Based on and subject to the foregoing, we are of the opinion that, under existing laws, the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Ordinance is not required to be qualified under the Trust Indenture Act of 1939, as amended.

Because the primary purpose of our professional engagement as your counsel was not to establish factual matters, and because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Official Statement dated January 9, 2024 (the "Official Statement") and because the information in the Official Statement included under the captions and subcaptions "THE CERTIFICATES - Book-Entry-Only System", "TAX MATTERS" and "CONTINUING DISCLOSURE OF INFORMATION - Compliance with Prior Undertakings" and Appendices B and C thereto were prepared by others who have been engaged to review or provide such information, we are not passing on and do not assume any responsibility for the information contained under such headings and in the appendices, and, except as set forth in the last sentence of this paragraph, we are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of other statements contained in the Official Statement (including any appendices, schedules and exhibits thereto) and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In the course of our participation in the preparation of the Official Statement as your counsel, we had discussions with representatives of the City, including its Financial Advisor and Bond Counsel, regarding the contents of the Official Statement. In the course of such activities, no facts came to our attention which would lead us to believe that the Official

Statement (except for the financial statements and other financial and statistical data contained therein, the information set forth under the captions and subcaptions "THE CERTIFICATES - Book-Entry-Only System", "TAX MATTERS" and "CONTINUING DISCLOSURE OF INFORMATION - Compliance with Prior Undertakings" and Appendices B and C thereto, as to which we express no opinion), as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, based upon (i) our understanding of Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule") and interpretive guidance published by the United States Securities and Exchange Commission relating thereto; (ii) our review of the continuing disclosure undertaking of the City contained in the Ordinance; and (iii) the inclusion in the Official Statement of a description of the specifics of such undertaking, and in reliance on the opinion of Bond Counsel that the Ordinance has been duly adopted by the City and is in full force and effect and constitutes a valid and legally binding obligation of the City enforceable in accordance with its terms, we have no reason to believe that such undertaking does not meet the requirements of paragraph (b)(5)(i) of the Rule and, accordingly, we advise you that such undertaking provides a suitable basis for you, as the underwriter of the Certificates, and any other broker, dealer or municipal securities dealer acting as a Participating Underwriter (as defined in the Rule) in connection with the offering of the Certificates, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of the Rule.

This opinion letter may be relied upon by only you and only in connection with the transaction to which reference is made above and may not be used or relied upon by any other person for any purposes whatsoever without our prior written consent.

Respectfully,



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 9, 2024	Department: Legislative	Presented By: City Manager City Attorney
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AGENDA ITEM:

Discussion/Action: to adopt an ordinance annexing a portion of East Bankhead Highway and approving a Service Plan for the annexed property, such annexed property to be described 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.

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. The city held the public hearings at the December 12th meeting.

STAFF & BOARD RECOMMENDATION:

To adopt the proposed ordinance.

EXHIBITS:

- Ordinance
- Exhibits

RECOMMENDED MOTION:

To adopt an ordinance annexing a portion of East Bankhead Highway and approving a Service Plan for the annexed property, such annexed property to be described 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 10.95 ACRES OF LAND PURSUANT TO SECTION 43.1055, SUBCHAPTER C-1 OF CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID 10.95 ACRES WITHIN THE CITY LIMITS, AND GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY; APPROVING AN ANNEXATION SERVICE PLAN FOR THE AREA; DIRECTING FILING OF A CERTIFIED COPY OF THE ORDINANCE AND ANNEXATION SERVICE PLAN WITH THE PARKER COUNTY CLERK; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park (the “City”), at its meeting on November 14, 2023, passed a resolution declaring the City’s intent to annex approximately 7,815 feet of East Bankhead Highway, comprising approximately 10.95 acres of land (the “Annexed Property”) into the territorial limits of the City pursuant to Section 43.1055 of the Local Gov’t Code, in accordance with the procedures provided under Subchapter C-1 of Chapter 43 of the Local Gov’t Code; directing staff to prepare a Service Plan for the Annexed Property; and scheduling two (2) public hearings on the proposed annexation for December 12, 2023; and

WHEREAS, the City received a request to annex the Property from Parker County, the political subdivision that maintains the East Bankhead Highway right-of-way, in accordance with Section 43.1055 (c) of the Local Gov’t Code; and

WHEREAS, at its December 12, 2023 meeting, the City Council conducted two public hearings on the proposed annexation of the Annexed Property, after properly publishing notice of the public hearings in the Community News, a newspaper having general circulation in the City, on or after the 20th day but before the 10th day before the public hearings, and the public hearings gave all interested persons the right to appear and be heard on the proposed annexation; and

WHEREAS, the above-mentioned public hearings were conducted not more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the Annexed Property is contiguous and adjacent to the territorial boundaries of the City;

WHEREAS, the requirements for annexation of the Annexed Property as stated in Chapter 43 of the Texas Local Government Code have been met;

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

Section 1. That the Annexed Property, comprised of approximately 10.95 acres, and described and depicted in attached Exhibit “A,” which is incorporated herein as though set out in full, is hereby annexed to the City of Willow Park, Parker County, Texas, and that the boundary limits of the City of Willow Park be, and the same, hereby, are extended to include the Annexed Property within the city limits of the City of Willow

Park, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Willow Park, and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

Section 2. That the Annexation Service Plan, a copy of which is attached hereto as Exhibit “B”, is approved for the Annexed Property and is the service plan for the Annexed Property.

Section 3. The City Secretary is hereby directed to file with the County Clerk of Parker County, Texas, a certified copy of this Ordinance, along with a copy of the Annexation Service Plan attached hereto as Exhibit “B”.

Section 4. This Ordinance shall be effective upon its approval and adoption by the City Council on the date set forth below.

PASSED AND APPROVED on this the _____ day of January, 2024.

DOYLE MOSS, Mayor

ATTEST:

CRYSTAL DOZIER, City Secretary

APPROVED AS TO FORM:

WILLIAM P. CHESSER, City Attorney

The Willow Park City Council, acting on Ordinance No. _____, did on the _____ day of January, 2024 vote as follows:

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

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



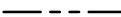
FIRM# F-2448

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

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

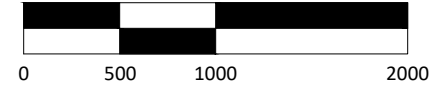
1014 BROADWAY STREET
LUBBOCK, TX 79414
806-368-6375

EXHIBIT "A"

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



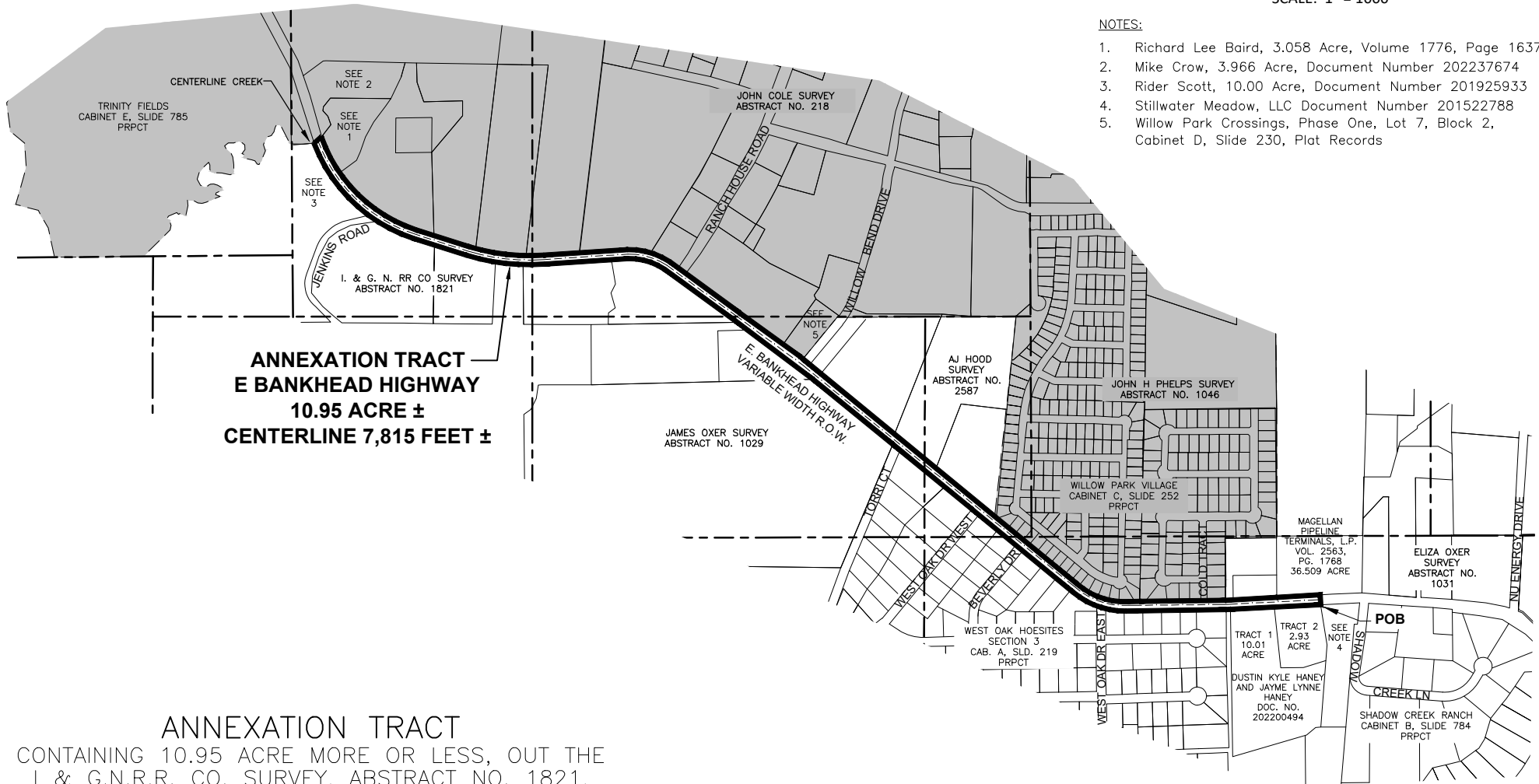
Item 4.



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

EXHIBIT “B”
SERVICES TO BE PROVIDED TO ANNEXED LAND
MUNICIPAL SERVICE PLAN

TERRITORY

This Service Plan is applicable to the Annexed Property, comprised of approximately 10.95 acres of land, which is described in the Annexation Ordinance attached to this document, which is being annexed by the City of Willow Park, Texas.

INTENT

It is the intent of the City of Willow Park that this Service Plan shall provide for the delivery of full available municipal services to the annexed area in accordance with State law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the annexed area. The delivery of municipal services may be accomplished through any means permitted by law.

EFFECTIVE TERM

This Service Plan shall be in effect for a ten-year period commencing on the effective date of this annexation.

FIRE

Existing Services: Parker County Emergency Services District 1

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by City of Willow Park Fire Department Fire Station No. 1, located at 101 Stagecoach Trail. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall’s office.

POLICE

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

BUILDING INSPECTION

Existing Services: None

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

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department’s responsibility for regulating development and land use through the administration of the City of Willow Park Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision Ordinance. These services can be provided within the department’s current budget and staff appropriation.

HEALTH CODE ENFORCEMENT SERVICE

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

STREET

Existing Services: County Street Maintenance

Services to be Provided: Roads, streets or alleyways that have been dedicated to the City or which are owned or acquired by the City shall be maintained to the same degree and extent that other roads, streets, and alleyways are maintained in areas with similar topography, land use, and population density on the effective date of the annexation, except to the extent the public roads or streets are maintained by Parker County or the State of Texas. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

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

STREET LIGHTING

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

TRAFFIC ENGINEERING

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

WATER SERVICE

Services to be Provided: Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be provided in accordance with utility extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

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

SOLID WASTE SERVICES

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

MISCELLANEOUS

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 9, 2024	Department: Legislative	Presented By: City Manager City Attorney
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AGENDA ITEM:

Discussion/Action: to adopt an ordinance annexing property an approximately 31.247 acre tract of land owned by Dustin Kyle Haney and Jayme Lynne Haney and approving a Service Agreement for the annexed property, such annexed property to be described 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.

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. The city held the public hearings at the December 12th meeting.

STAFF & BOARD RECOMMENDATION:

To adopt the proposed ordinance.

EXHIBITS:

- Ordinance
- Exhibits

RECOMMENDED MOTION:

To adopt an ordinance annexing property an approximately 31.247 acre tract of land owned by Dustin Kyle Haney and Jayme Lynne Haney and approving a Service Agreement for the annexed property, such annexed property to be described 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 31.247 ACRES OF LAND PURSUANT TO A PETITION SUBMITTED BY THE OWNERS OF THE LAND AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID 31.247 ACRES WITHIN THE CITY LIMITS, AND GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT FOR THE AREA; DIRECTING FILING OF A CERTIFIED COPY OF THE ORDINANCE AND ANNEXATION SERVICES AGREEMENT WITH THE PARKER COUNTY CLERK; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Dustin Kyle Haney and Jayme Lynne Haney submitted a petition to the City of Willow Park requesting annexation of their property, which consists of approximately 31.247 acres, described by a metes and bounds description and map attached hereto as Exhibits “A,” and “A-1” pursuant to Section 43.0671 of the Texas Local Government Code, such property to be referred to as the “Annexed Property”:

WHEREAS, the Annexed Property is contiguous and adjacent to the territorial boundaries of the City of Willow Park; and

WHEREAS, on December 12, 2023, the City Council held a public hearing to consider the annexation of the Annexed Property and gave an opportunity to all interested persons to be heard concerning said proposed annexation; and

WHEREAS, notice of said public hearing was properly published in the Community News, a newspaper having general circulation in the City of Willow Park, on or after the 20th day but before the 10th day before the public hearing;

WHEREAS, the requirements for annexation of the Annexed Property as stated in Chapter 43 of the Texas Local Government Code have been met;

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

Section 1. That the Annexed Property, comprised of approximately 31.247 acres and described in attached Exhibits “A,” and “A-1” which are incorporated herein as though set out in full, is hereby annexed to the City of Willow Park, Parker County, Texas, and that the boundary limits of the City of Willow Park be, and the same, hereby, are extended to include the Annexed Property within the city limits of the City of Willow Park, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Willow Park, and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

Section 2. That the Annexation Services Agreement, a copy of which is attached hereto as Exhibit “B”, is approved for the Annexed Property and is the service plan for the Annexed Property.

Section 3. The City Secretary is hereby directed to file with the County Clerk of Parker County, Texas, a certified copy of this Ordinance, along with a copy of the Annexation Services Plan attached hereto as Exhibit “B”.

Section 4. This Ordinance shall be effective upon its approval and adoption by the City Council on the date set forth below.

PASSED AND APPROVED on this the _____ day of January, 2024.

DOYLE MOSS, Mayor

ATTEST:

CRYSTAL DOZIER, City Secretary

APPROVED AS TO FORM:

WILLIAM P. CHESSER, City Attorney

The Willow Park City Council, acting on Ordinance No. _____, did on the _____ day of January, 2024 vote as follows:

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

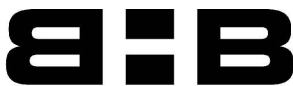
THENCE South 00°14'50" East, continuing with the said common line, passing at a distance of 158.26 feet, a point for the southwest corner of said Lot 15, same being the northwest corner of Lot 12, Block 1, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Cabinet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

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

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

SURVEYOR'S CERTIFICATION

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



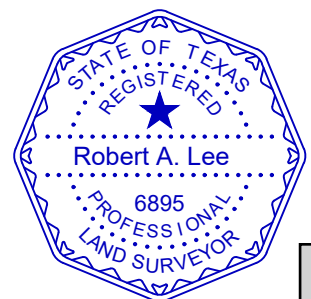
BAIRD, HAMPTON & BROWN

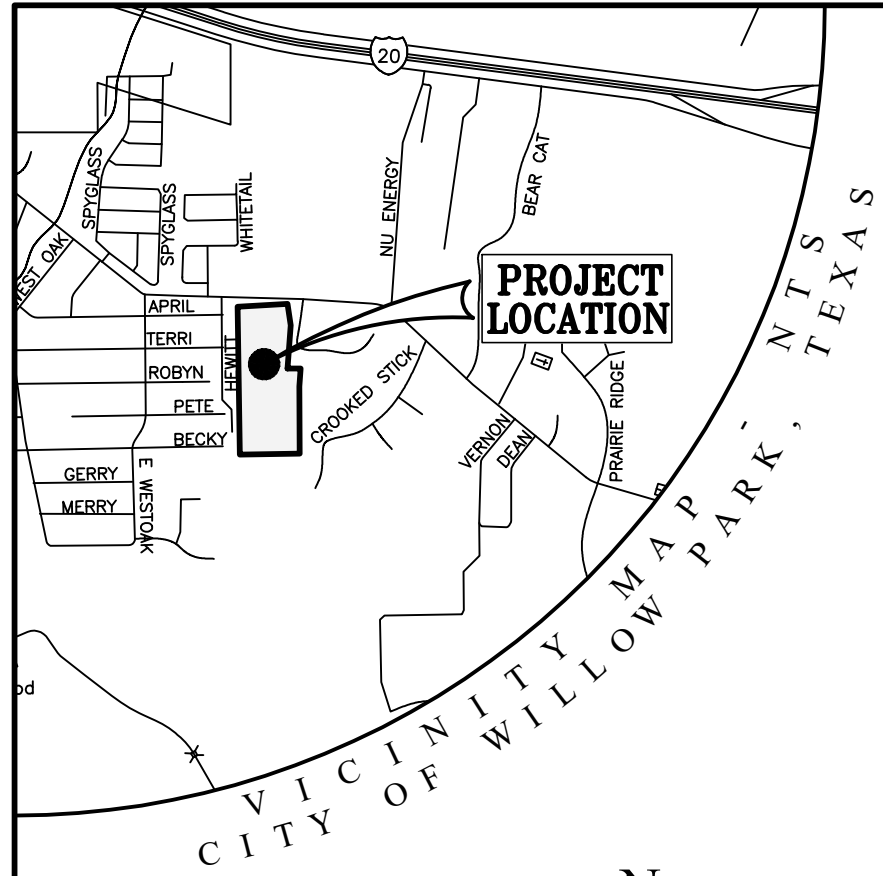
engineering and surveying

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

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

Date: July 11, 2023





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

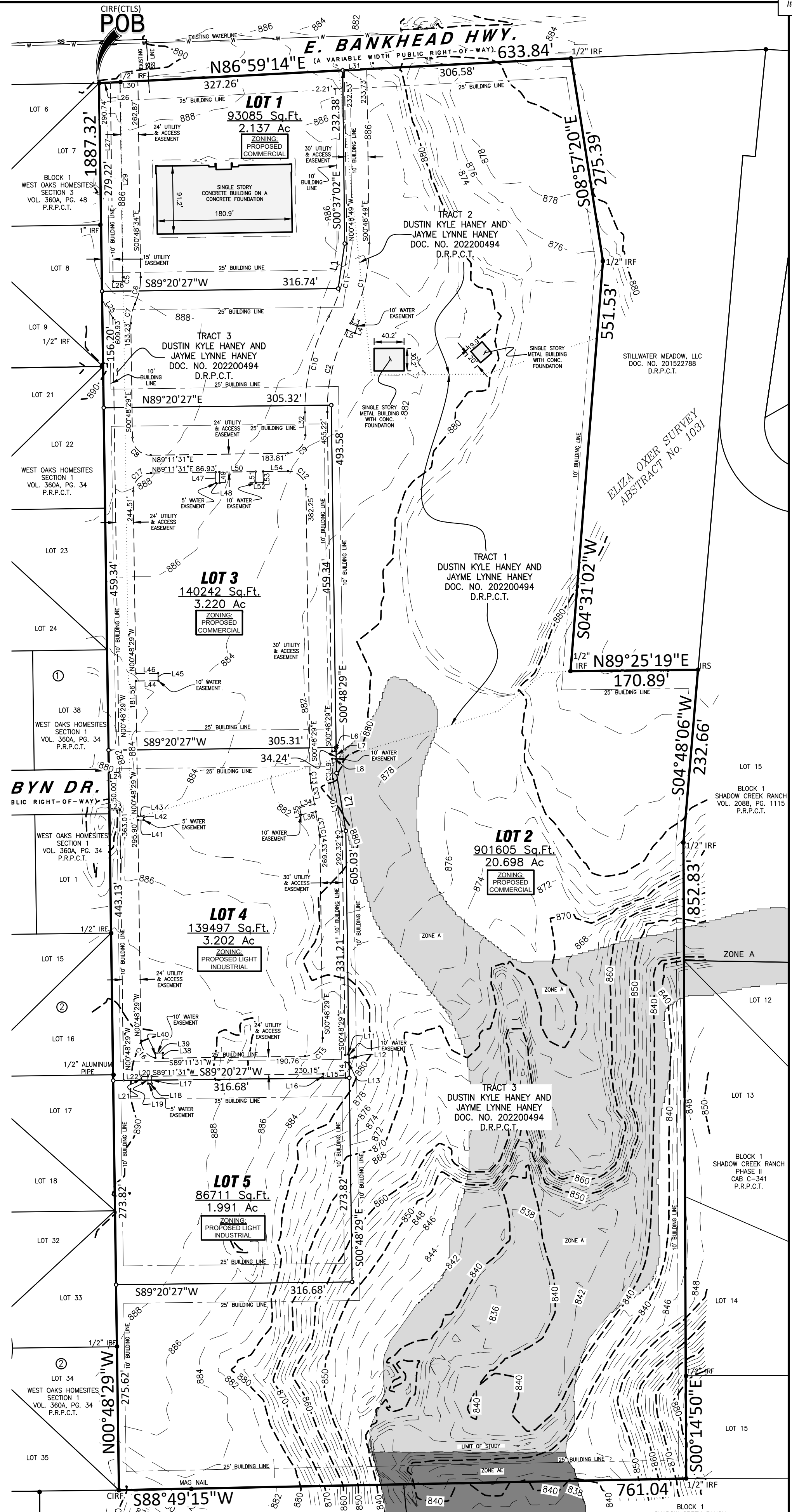
- A portion of the subject property lies within SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD:
- A. Zone A - Base flood elevations determined per FIRM, Flood Insurance Rate Map, Community Panel Number 48367C0450E, Map Revised September 26, 2008. The location as 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@bhinc.com • 817.596.7575 • bhinc.com
 TBPESL Firm #44 • TBPESL FIRM #10194146



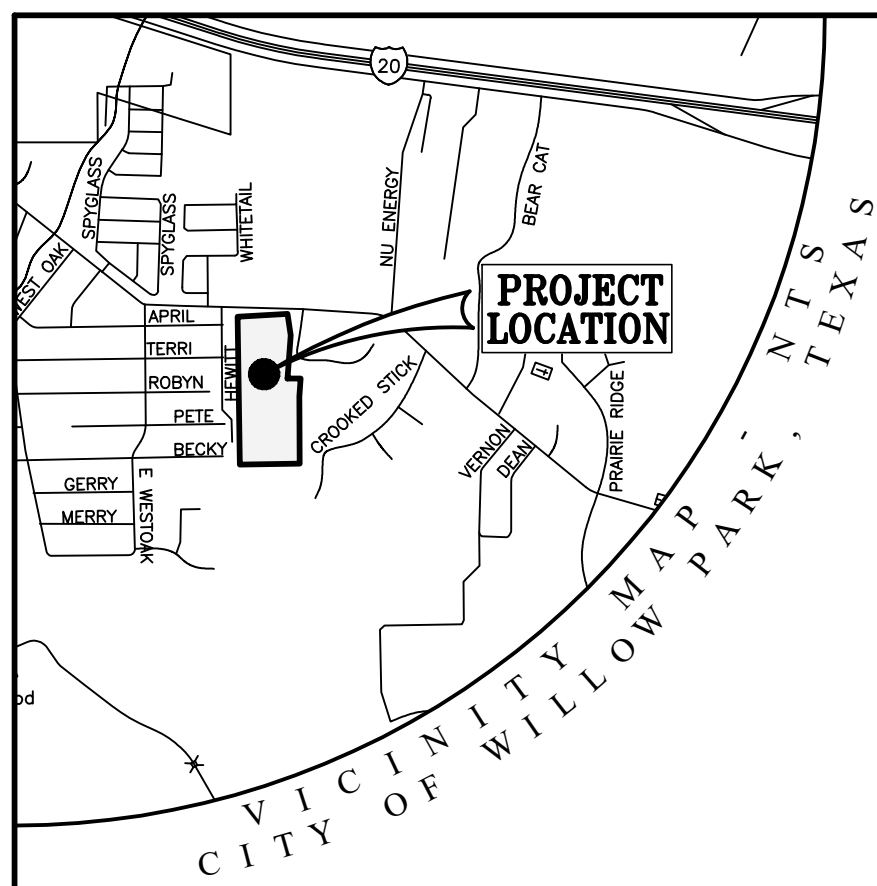
PRELIMINARY PLAT

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

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

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 36 rows of survey data (L1-L36).

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

Surveyor:



BAIRD, HAMPTON & BROWN engineering and surveying

949 Hilltop Drive, Weatherford, TX 76086 tstock@bhinc.com • 817.596.7575 • bhinc.com TBPES Firm #44 • TBPES 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

ANNEXATION SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

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

SECTION 3. DEFINITIONS.

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

- (a) Act. The word "Act" means Chapter 43 of the Texas Local Government Code, as amended.
- (b) Agreement. The word "Agreement" means this Annexation Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) City. The word "City" means the City of Willow Park, Texas, a Type A general law municipality.
- (d) Effective Date. The words "Effective Date" of this Agreement shall be the date of the completion of the annexation of the Property and/or the execution of this Agreement by Owner and City, whichever is later.
- (e) ETJ. The term "ETJ" refers to the City's extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (f) Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (g) Owner. The word "Owner" means the owner of the approximately 31.247 acres of Property described in Exhibit "A" and depicted in Exhibit "A-1" attached hereto.

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

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

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

FIRE

Existing Services: Parker County Emergency Services District 1

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

POLICE

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

BUILDING INSPECTION

Existing Services: None

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

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Willow Park Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision

Ordinance. These services can be provided within the department's current budget and staff appropriation.

HEALTH CODE ENFORCEMENT SERVICE

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

STREET

Existing Services: County Street Maintenance

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

STORM WATER MANAGEMENT

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

STREET LIGHTING

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

TRAFFIC ENGINEERING

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

WATER SERVICE

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

SANITARY SEWER SERVICE

Services to be Provided: Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer

service shall be provided in accordance with utility extension ordinances and the Developer's Agreement. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

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

MISCELLANEOUS SERVICES

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

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

into this Agreement, has waived its immunity to suit, but only to the extent as provided in Section 212.172 of the Local Government Code.

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

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

if to Owner: Haney Development
14848 Compliant Way
Qledo Tx 76008
Attn: Dustin Haney
Telephone: 817-980-2425

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

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

CITY OF WILLOW PARK

By: *Doyle Moss*
Doyle Moss, Mayor

Date: 8/9/23

ATTEST:

Crystal Dozier
Crystal Dozier, City Secretary



APPROVED AS TO FORM:

[Signature]
William P. Chesser, City Attorney

OWNER

Dustin Kyle Haney

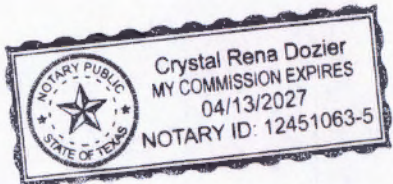
By: [Signature]
Date: 8/9/2023

Jayne Lynne Haney

By: [Signature]
Date: 8/9/23

STATE OF TEXAS
COUNTY OF PARKER

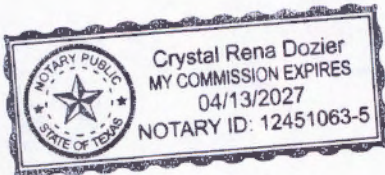
This instrument was acknowledged before me on the 9th day of August by Doyle Moss, Mayor of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the 9th day of August by Dustin Kyle Haney and Jayme Lynne Haney, as owners of the property, in their individual capacity.



[Signature]
Notary Public, State of Texas



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 9, 2024	Department: Admin	Presented By: City Manager
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AGENDA ITEM: Discussion / action: To approve a lease with ESD 1 for their use of the Public Safety Building

BACKGROUND: With the election of the WPFD to transition to ESD, the City has allowed the ESD to use the FD portion of the Public Safety Building. After discussion with ESD staff, Pat Chesser papered the Lease Agreement for your consideration and approval. The Lease has the usual and customary language. Two points of interest:

1. The lease is for a 24 month period, with an option to extend the least
2. ESD would pay \$7,500 / month (\$90,000 per year) for the use of the facility. If the lease is to be extended, the rent would increase to \$7,875 per month (\$94,500 / year).

The Lease is attached to this memo. Also attached is Exhibit A, which outlines the portion of the building that ESD currently occupies.

Suggested Motion: I move that the City of Willow Park enter into a Lease Agreement with ESD #1 under the terms and conditions as presented.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made and entered into effective as of the 1st day of January 2024, (the “Effective Date”) by and between the City of Willow Park, a Type A General law municipality (hereinafter referred to as the “Lessor”) and the Parker County Emergency Services District No. 1, a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Health and Safety Code, as amended (referred to herein as the “Lessee”). Lessor and Lessee may be referred to herein as “Party” or “Parties.”

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, the approximately 7,500 square feet of space in the Public Safety Building located at 101 Stagecoach Trail, Willow Park, Texas, along with the joint and/or shared use of the parking areas for the Public Safety Building, excluding the area to the right of the matchline more particularly described on Exhibit “1” attached to this Lease, and made a part of this Lease for all purposes (collectively referred to as the “premises” or “the leased premises” in this Lease).

ARTICLE 1. TERM

Term of Lease

§ 1.01. The term of this Lease is twenty-four (24) months, beginning on the Effective Date, and ending on December 31, 2025 (the “Original Term”), unless terminated sooner as provided in this Lease.

Option to Extend Term

§ 1.02. Lessee may extend the term of this Lease beyond the expiration date of the Original Term provided in § 1.01 on the following conditions:

a. Lessee may, if it is not in default either on the date required for the notice or on the date such extension commences, at its option: (i) extend the lease term for an additional period of two (2) years (the “Extended Term”). The extended term will begin on the day following the expiration date of the Original Term specified in § 1.01 and will end two (2) years after the expiration of the Original Term. All of the terms and covenants of this Lease apply to the Extended Term.

b. Lessee may exercise the option to extend this lease by giving Lessor written notice of its intention to do so not later than thirty (30) days before the Original Term of the Lease expires. Notice of an intention to exercise the option under this Lease must, to be effective, be sent by certified mail return receipt requested or fax to Lessor at the address provided in § 12.01 and must be postmarked no later than the latest date provided in this section for Lessee's exercising the option.

Holdover

§ 1.03. If Lessee holds over and continues in possession of the premises after the Lease term (or any extension) expires, other than as provided in § 1.02, Lessee will be considered to be occupying the premises on a month-to-month tenancy, subject to all the terms of this lease.

ARTICLE 2. RENT

Fixed Rent

§ 2.01. As rent for this Lease, beginning on the Effective Date of the Lease and throughout the Original Term of the Lease, Lessee shall pay to Lessor each year the sum of \$90,000.00 in annual rent, payable in equal monthly installments of \$7,500.00, no later than the Fifth day of each month.

§ 2.02. As rent for this Lease, beginning on the first day of the Extended Term of the Lease and throughout the Extended Term of the Lease, Lessee shall pay to Lessor each year the sum of \$94,500.00 in annual rent, payable in equal monthly installments of \$7,875.00, no later than the Fifth day of each month.

Taxes as Additional Rent

§ 2.03. a. Lessee is a tax-exempt governmental entity. If, however, real property taxes are assessed on the premises because of Lessee's use of the premises as a fire station or due to the execution of this Lease, Lessee will pay in full all real-property taxes imposed on the premises during the Lease term before they become delinquent and to keep the leased premises free from any lien or attachment; moreover, as to all periods of time during the Original Term or the Extended Term of this Lease, this covenant of Lessee shall survive the termination of this Lease. With regard to the calendar year during which the Lease expires or is terminated, Lessor at its option may either bill Lessee when the charges become payable, or charge the Lessee an estimate of the taxes (based upon information available for the current year plus, if current year information is not adequate in itself, information relating to the immediately preceding year); provided however, in the event Lessor charges Lessee an estimate of the taxes, Lessor and Lessee shall reconcile the actual amounts payable once the actual charges are known.. This additional rent is payable directly to the entity imposing the tax, assessment, or charge at least thirty (30) days before the date payment is due. Lessee will provide Lessor with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Lessee.

b. Lessee may, at its own expense, contest any tax for which it is responsible under subparagraph a with the written authorization from Lessor. Except as provided in subparagraph c, Lessee need not pay the tax while the contest is pending, unless required to do so to preserve any arguments of exemption. Except as provided in subparagraph c, Lessee may prevent Lessor from paying any tax, or charge that Lessee is contesting under

this subparagraph, pending resolution of the contest, by depositing with the applicable taxing authority or treasurer, the full amount of the tax or assessment under protest, plus the amount of any penalty that might be imposed for failing to make timely payment and one (1) year of interest at the rate imposed by the entity levying the tax. When the contest is resolved, Lessee may use the money deposited with Lessor to pay any tax or assessment, plus any penalty or interest, due under the final resolution and keep any balance of the deposit. If the deposit is insufficient to pay these amounts, Lessee must immediately pay the balance due to the entity imposing the tax, assessment, or charge.

c. Notwithstanding subparagraph b, Lessor may pay, or require Lessee to pay, any tax, assessment, or charge for which Lessee is responsible under subparagraph a, pending resolution of Lessee's contest of the tax, if failing to pay will subject all or part of the premises to forfeiture or loss.

ARTICLE 3. USE OF PREMISES

Lessee's Warranty Regarding Use

§ 3.01. Lessee represents and warrants to Lessor that Lessee intends to use the premises as a fire station for the operation of its fire protection and suppression services, emergency medical first responder services, and rescue and other services to be made available by the Lessee for the Willow Park Fire Protection Area only and any other purpose consistent with that use. Lessee's use of the premises is restricted to those purposes specified in this section unless Lessee obtains Lessor's prior written consent to any change in use. Lessee recognizes and agrees that Lessor makes no representation or warranty to Lessee regarding the fitness for the allowed use on the premises. Lessee has conducted its own investigation as to the allowed uses of the leased premises and is satisfied that the leased premises is appropriate for Lessee's desired use of the premises. However, Lessee understands and agrees that no such use shall be permitted unless it complies with all applicable laws as well as being in compliance with the terms of this Lease. Lessee shall take good care of the leased premises; shall not commit or suffer waste in or about the leased premises, nor to any facility; shall not cause damage to any other portion of Lessor's property adjacent to the leased premises (and, if any such damage should occur by Lessee, Lessee shall immediately repair same or, if Lessor so elects, reimburse Lessor for Lessor's cost in repairing same)

Compliance With Laws

§ 3.02. a. Lessee may not use, or permit using, the premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises, including Hazardous Materials Laws. All property kept, stored or allowed to be brought within the leased premises shall be at Lessee's sole risk. Lessee shall immediately notify Lessor in the event Lessee becomes aware of any

actual or potential environmental hazard or any actual or alleged violation of one or more Hazardous Materials Laws.

b. Lessee, at its sole cost, must comply with all Hazardous Materials Laws in connection with Lessee's use of the premises.

c. "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the federal government, including, but not limited to, any material or substance that is (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls.

d. "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in subparagraph c and the following: (i) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (often referred to as "CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, as same may have been further amended or may be further amended from time to time, (ii) the federal Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as same may have been further amended or may be further amended from time to time, (iii) the federal Water Pollution Control Act of 1972 (often referred to as the "Clean Water Act"), as same may have been amended or may be amended from time to time, (iv) the federal Spill Compensation and Control Act of 1976, as same may have been amended or may be amended from time to time, and (v) any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by CERCLA and/or any other above-mentioned federal legislation. Lessee shall procure at its sole expense any permits and licenses required for the transaction of business in the Leased Premises and otherwise comply with all applicable laws, ordinances and governmental regulations.

ARTICLE 4. REPAIRS AND MAINTENANCE

Repairs and Maintenance by Lessee

§ 4.01. Lessee will, throughout the Lease term and any extensions of it, at its own expense and risk, maintain the premises and all improvements on them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the

premises and improvements in that condition, free of trash, debris and tall grass and weeds. Notwithstanding the foregoing, Lessor shall be responsible for any needed maintenance and repairs to the following: foundation, exterior walls, other structural components, roof replacement, parking areas and walks, HVAC replacement, plumbing and electrical systems. All maintenance, repairs, and replacements required by this section must be performed promptly when required.

In the event that the leased premises shall be damaged or destroyed by fire or any other casualty insurable under special form (sometimes referred to as “all-risk”) property insurance, Lessor may elect to terminate this Lease. Under no circumstance shall Lessee be permitted, without Lessor’s express written consent, to rebuild any improvements on the premises if the improvements are destroyed or rendered untenable to an extent in excess of fifty percent (50%) of the existing improvements. Lessor shall give written notice to Lessee of such election within sixty (60) days after the occurrence of such casualty, and if it elects to rebuild and repair, Lessee shall proceed to do so with reasonable diligence and at its sole cost and expense.

Party's Failure to Repair, Maintain or Keep Clean

§ 4.02. If a Party fails to perform its obligation to repair, replace, maintain, keep clean or free of trash, debris and tall grass, as set forth in § 4.01, within a reasonable time after notice from the other Party of the need for the repair, replacement, or maintenance, the Party may enter the premises and/or make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. On the Party’s notice to the non-performing Party of the performance and cost of any maintenance, repairs, or replacements under this section, the non-performing Party must immediately reimburse the Party for any reasonable costs incurred by the Party under this section, together with interest on the sum at the rate set by Section 2251.025 of the Texas Government Code from the date of the notice until the date paid by the non-performing Party.

Environmental Cleanup Costs

§ 4.03. Lessee is responsible for any cleanup costs of Hazardous Materials necessary for compliance with Hazardous Materials Laws that arise as a result of Lessee's discharge of hazardous materials on the premises or Lessee’s use of the leased premises.

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

Utility Charges

§ 5.01. Lessee will pay all utility charges for water, electricity, heat, gas, and telephone service used in and about the premises during the Lease term and any extension thereof. Lessee will pay the charges directly to the utility company or municipality furnishing the service before the charges are delinquent. Lessor shall not be liable for any interruption

whatsoever in utility services on the leased premises, nor for interruptions in utility services which are due to fire, accident, strike, acts of God or other causes beyond the control of Lessee or Lessor or which are reasonably necessary or useful in connection with making any alterations, demolitions, repairs or improvements. None of such interruptions shall constitute an actual or constructive eviction, in whole or in part, nor shall any such interruption entitle Lessee to any abatement or diminution of rent payments or obligations of Lessee under this Lease. Without limiting the generality of the foregoing, Lessor shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the leased premises, or if the quantity or character of the electric energy supplied by the is no longer available or suitable for Lessee's requirement; and no such failure, defect, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of rent payment or obligations of Lessee under this Lease. This section shall survive any termination or expiration of the Lease for periods prior to termination or expiration of the Lease.

Garbage Removal

§ 5.02. Lessee will pay for all garbage removal from the premises during the Lease term.

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND SIGNS

Consent of Lessor

§ 6.01. Lessee may not make any alterations, additions, or improvements to the premises without Lessor's prior written consent. Lessor may not unreasonably withhold consent for nonstructural alterations, additions, or improvements. Lessee acknowledges and agrees that Lessor's permission for Lessee to commence any construction and/or demolition of existing improvements shall in no way constitute any representation or warranty by Lessor as to the adequacy or sufficiency of such plans and specifications, the improvements to which they relate or the capabilities of such contractors; instead, any such permission or agreement by Lessor shall merely be the consent of Lessor to proceed. All construction and/or demolition work done by Lessee within the leased premises shall be performed in a good and workmanlike manner, lien-free and in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with Lessor's transaction of business. Lessee shall use a general contractor to perform construction work within the leased premises. Lessee shall, prior to the commencement of such work, require said general contractor to execute and deliver to Lessor copies of such contractor's insurance and a waiver and release of any and all claims against Lessor to which such contractor might at any time be entitled. The delivery of the insurance information and waiver and release of lien within the time period set forth above shall be required for Lessee's ability to enter on and begin any construction and/or demolition work on the leased premises and if applicable, to any reimbursement from Lessor for its construction or demolition work.

Removal of Furniture, Fixtures and Equipment

§ 6.02. All furniture, fixtures and equipment located on the premises, shall be removed by Lessee no later than thirty (30) days after the expiration of the Original Term or the Extended Term, whichever is applicable. Notwithstanding the foregoing, in the event that fixtures are removed by Lessee and they cause any damages to the premises, Lessee must repair any damages to the premises no later than thirty (30) days after the expiration of the Original Term or the Extended Term, whichever is applicable.

Alterations Required by Accessibility Laws

§ 6.03. If any alterations, additions, or improvements to the premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Lessee is responsible for making them at its sole cost and expense. This allocation of responsibility for compliance with such legal requirements is a material inducement for the parties to enter this lease.

Signs

§ 6.04. Lessee may erect signs on any portion of the premises, including but not limited to the exterior walls, subject to applicable laws, ordinances, and regulations. Lessee must remove all signs when this lease terminates and repair any damage resulting from erecting or removing the signs.

ARTICLE 7. MECHANIC'S LIEN

§ 7.01. Lessee will not permit any mechanic's lien to be placed on the premises or improvements on the premises. Lessee will promptly pay any mechanic's lien that is filed on the premises or on improvements located on the premises. If default in payment of the lien continues for 20 days after Lessor's written notice to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Lessor pays to remove a mechanic's lien caused by Lessee to be filed against the premises or improvements on them, including expenses and interest, are due from Lessee to Lessor and must be repaid to Lessor immediately on rendition of notice, together with interest at a rate set in accordance with Section 2251.025 of the Texas Government Code until repaid.

ARTICLE 8. INSURANCE AND INDEMNITY

Property Insurance

§ 8.01. Lessee must, at its own expense during the lease term, keep all buildings and improvements on the premises insured against loss or damage by fire or theft, with extended coverage, at one-hundred percent (100%) of the fair market value of the property

to be insured per year, to include direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the total amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies authorized or admitted to do business in Texas. Choice of an insurance company is subject to approval by Lessor, who will not unreasonably withhold approval if the company has a Best's Insurance Rating of B++ or a Best's Financial Performance Rating of VIII or better. The insurance policy or policies must name both Lessor and Lessee as insureds. The policies must provide that any proceeds for loss or damage to buildings or to improvements are payable to Lessor who will use the sum for repair and restoration purposes. The policy of insurance shall contain a waiver of subrogation endorsement against the Lessor.

Liability Insurance

§ 8.02. Lessee, at its own expense, must provide and maintain in force during the lease term, liability insurance in the amount of \$1,000,000.00 per occurrence. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas. Choice of an insurance company is subject to approval by Lessor, who will not unreasonably withhold approval if the company has a Best's Insurance Rating of B++ or a Best's Financial Performance Rating of VIII or better. The policy must cover Lessor as well as Lessee, for any liability for property damage or personal injury arising from Lessee's occupying or Lessor's owning the premises. Lessee shall also obtain business automobile liability insurance in the amount of not less than \$1,000,000.00 per occurrence, combined single limit, extending to all vehicles, owned, hired and non-owned, in use by Lessee or any of its agents, servants or employees; and worker's compensation insurance insuring against and satisfying Lessee's obligations and liabilities under the worker's compensation laws of the State of Texas, together with employer's liability insurance. Lessor shall be named as an additional insured on this insurance, and the policies shall contain a waiver of subrogation endorsement against the Lessor.

Remedy for Failure to Provide Insurance

§ 8.03. Lessee must furnish Lessor with certificates of all insurance required by this article. If Lessee does not provide the certificates when Lessor delivers possession to Lessee, or if Lessee allows any insurance required under this article to lapse, Lessor may, at its option, take out and pay the premiums on the necessary insurance to comply with Lessee's obligations under this article. Lessor is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest at the rate set by Section 2251.025 of the Texas Government Code from the date Lessee receives Lessor's notice of payment until reimbursement.

Hold-Harmless Clause

§ 8.04. To the extent allowed by Texas law, Lessee will indemnify and hold Lessor

harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct or management of Lessee's business on the premises or its use of them; from any breach by Lessee of any conditions of this lease; or from any act of negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the premises. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, will defend the action or proceeding by counsel acceptable to Lessor.

Lessor shall not be liable to Lessee or to Lessee's employees, agents, or customers, or to any other person whomsoever, for any injury to person or damage to property on or about the leased premises caused by the negligence or misconduct of Lessee, its employees, agents, contractors, subcontractors, sublessees, licensees, concessionaires or customers, or of any other person entering the premises under the express invitation of Lessee or arising out of the use of the leased premises by Lessee and the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations under this Lease; and Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from any loss, expense or claim arising out of such damage or injury

ARTICLE 9. DEFAULT

Lessee's Default

§ 9.01. If Lessee remains in default under any term or condition of this lease for more than thirty (30) days after receiving written notice of the default from Lessor, Lessor may, without further notice to Lessee, terminate this Lease.

Lessor's Default

§ 9.02. If Lessor defaults in performing any material term or covenant that Lessor must perform under this agreement, Lessee may, after not fewer than thirty (30) days' notice to Lessor, remedy the default by any necessary action and, in connection with the remedy, may pay expenses, employ counsel and exercise any remedies it may have at law or in equity.

Cumulative Remedies

§ 9.03. All Lessor's and Lessee's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this lease. All the consistent rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises. In no event shall Lessor or Lessee be liable to the other or any other person for consequential, indirect, special or punitive damages.

Waiver of Breach

§ 9.04. A waiver of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Email: bgrimes@willowpark.org

With a copy to: William P. Chesser
Attorney at Law
P.O. Box 983
Brownwood, Texas 76804
Email: patchesserlaw@yahoo.com

Lessee: Parker County Emergency Services District No. 1
Attn: _____

Email: _____

With a copy to: Ken Campbell
Burns Anderson Jury & Brenner, LLP
P. O. Box 26300
Austin, Texas 78755-6300
Email: kcampbell@bajb.com

b. By email, to the proper party, at the foregoing email addresses.

Notices are effective when received. Either party may change the address or email address to which notices are to be sent by sending written notice of the new address or email address to the other party in accordance with the provisions of this section.

Parties Bound

§ 12.02. This agreement binds, and inures to the benefit of, the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

Texas Law to Apply; Venue

§ 12.03. This agreement is to be construed under Texas law, and all obligations of the parties created by this lease are performable in Parker County, Texas.

§ 12.04. The venue for any legal dispute under this lease shall be in State District Court in Parker County, Texas.

Legal Construction

§ 12.04. If one or more of the provisions contained in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or

unenforceable provision. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

Prior Agreements Superseded

§ 12.05. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Amendment

§ 12.06. No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

Rights and Remedies Cumulative

§ 12.07. The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Immunity

§ 12.08. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

Force Majeure

§ 12.09. Neither Lessor nor Lessee is required to perform any term or covenant in this lease so long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, public epidemics, public health crisis, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Lessor's or Lessee's control and that Lessor or Lessee cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.

Time of Essence

§ 12.10. Time is of the essence of this agreement.

The undersigned Lessor and Lessee execute this agreement on _____, 2024.

LESSOR

CITY OF WILLOW PARK, TEXAS

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Crystal Dozier, City Secretary

LESSEE

PARKER COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

_____, President

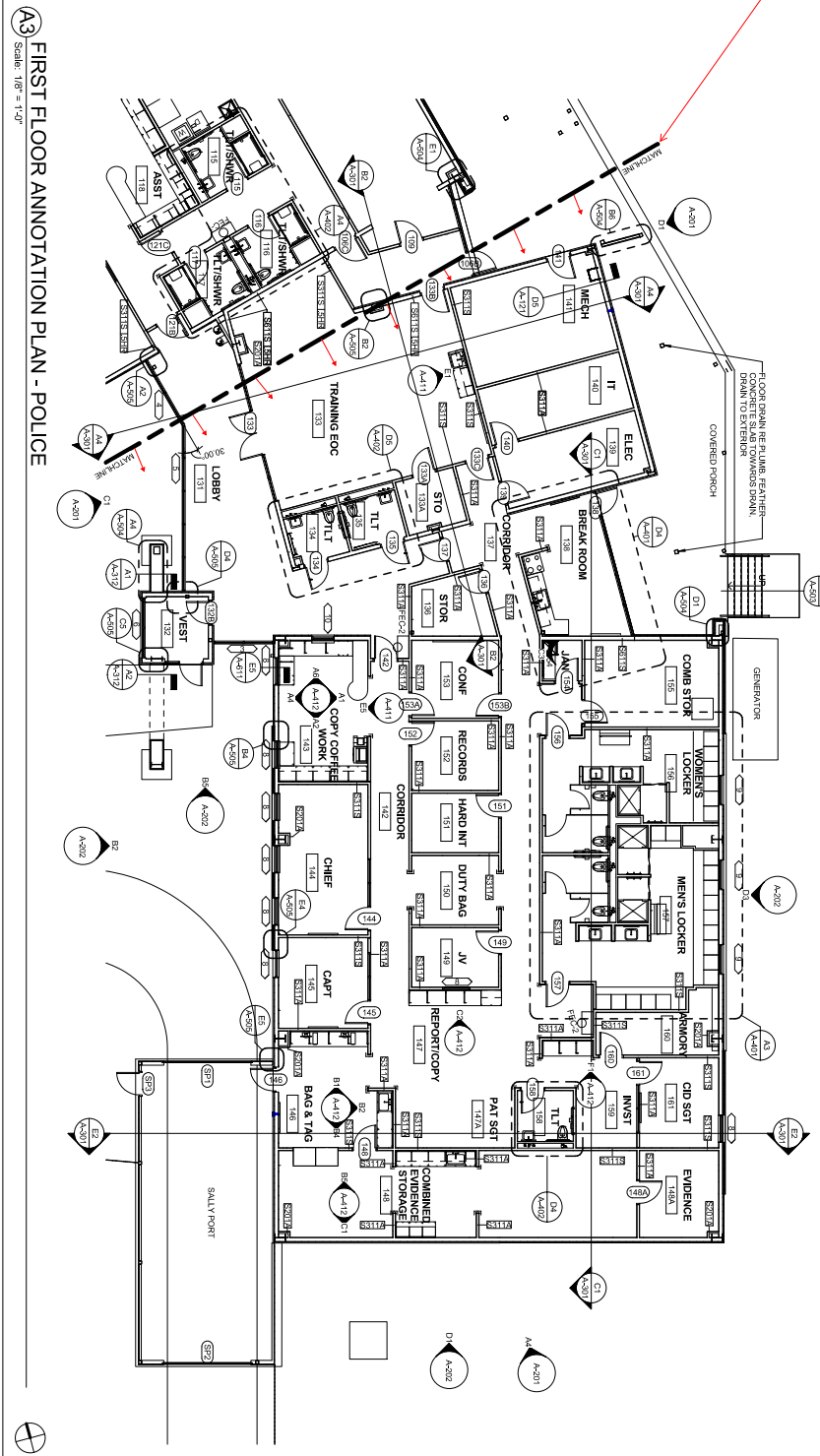
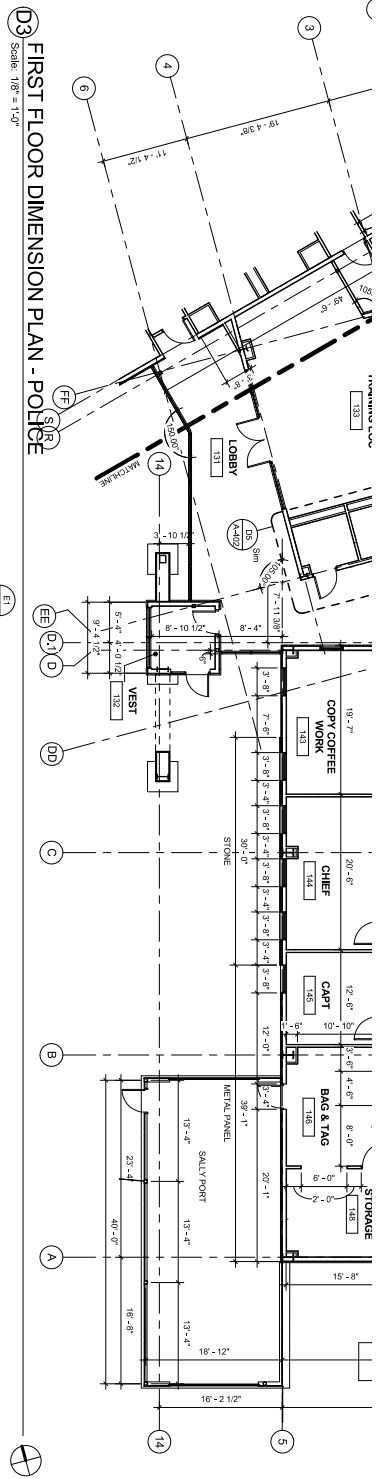
ATTEST:

By: _____

_____, Secretary

EXHIBIT "1"

Area to the right of
matchline not leased to
Parker County ESD 1



CITY OF WILLC
WILLOW PARK PUBLIC
WILLOW PARK, TX
100% CONSTRUCTION

SEAL
REGISTERED ARCHITECT
STATE OF TEXAS
NO. 15831
DATE 11/15/18

SCALE
1" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO. 50088181
TITLE
FIRST FLOOR ANNOTATION & DIMENSION PLAN - POLICE

A-111B

SHEET NO.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 9, 2024	Department: Legislative	Presented By: Crystal Dozier
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AGENDA ITEM:

Discussion/Action: to approve a contract with Parker County for 2024 General Election Services.

BACKGROUND:

The city contracts with Parker County for elections. Parker County is requesting the contract be approved and submitted by February 5, 2024.

If the city is unable to cancel the election, Willow Park City Hall will be a polling location on Election Day at an additional cost. The cost will be provided at a later date as Parker County will need to access how many associate election judges will be needed along with voting clerks.

STAFF & BOARD RECOMMENDATION:

To approve the contract with Parker County for the 2024 General Election services.

EXHIBITS:

- Cover letter and signed contract by Parker County

RECOMMENDED MOTION:

Motion to approve the contract with Parker County for 2024 General Election Services.

Jenise "Crickett" Miller
ELECTIONS ADMINISTRATOR
Parker County, TX
1112 Santa Fe Drive, Weatherford, 76086
PO BOX 639, Weatherford, 76086
817-598-6185



December 11, 2023

Thank you for considering Parker County to contract with for your election on **MAY 4, 2024**. The contract is attached with a checklist. The Contract contains early voting and Election Day dates and hours and a cost estimate for the election. Special Note: Section XV: Miscellaneous Provisions in the contract – The Parker County Election Office needs an up to date street index with addresses and ranges for your entity by **February 16, 2024 or sooner**. The final cost will be compiled after the election, and an invoice with the remaining balance to be paid will be emailed. If a refund should be issued, an invoice with the refund balance will be emailed. Please send this contract by February 5, 2024. The 75% deposit is due on APRIL 4, 2024. Requests for Special Polling Locations and hours must be made by **FEBRAURY 9, 2024**, please email to crickett.miller@parkercountytx.com. If your entity should request additional early voting sites and hours not on the original early voting polling locations lists in this packet your entity will be in charge of the total cost of the polling location requested. Please review new HB 1888 Law when requesting your special days and hours. Our office will have your canvass paperwork ready by noon on **MAY 14, 2023**; please **do not plan your canvass before this date**. If prefer to have your canvass report mailed to you, let me know, otherwise everyone will receive their canvass via email. As always, if you have any questions please feel free to call the office at any time.

Note: If requesting additional polling locations this will be based on equipment (due to the Primary Runoff election starting two weeks after May 4, 2024 Election Day we may only have x number of voting machines available) and if the polling location is available to the County on the days requested.

Jenise "Crickett" Miller

Jenise "Crickett" Miller
ELECTIONS ADMINISTRATOR
Parker County



THE STATE OF TEXAS
COUNTY OF PARKER

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between Parker County Elections Administrator and the following political subdivisions.

Independent School Districts

- ALEDO
- AZLE
- BROCK
- GARNER
- GRANBURY
- LIPAN
- MILLSAP
- MINERAL WELLS
- PEASTER
- POOLVILLE
- PERRIN-WHITT
- SPRINGTOWN
- WEATHERFORD

Cities

- ALEDO
- ANNETTA
- ANNETTA NORTH
- ANNETTA SOUTH
- AZLE
- BROCK
- COOL
- CRESSON
- DENNIS
- FORT WORTH
- HUDSON OAKS
- MILLSAP
- MINERAL WELLS
- PEASTER
- RENO
- SANCTUARY
- SPRINGTOWN
- WEATHERFORD
- WILLOW PARK

Emergency Service Districts

- No. 1
- No. 3
- No. 6
- No. 7
- No. 8
- No. 9

College

WEATHERFORD COLLEGE

MUD

**WALNUT CREEK UTILITES
DISTRICT
CRESSON CROSSROADS MUD #2**



This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint **MAY 4, 2024** election to be administered by Jenise “Crickett” Miller, Parker County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a special or general election **MAY 4, 2024**.

The county owns an electronic voting system, the HART InterCivic Verity DUO Voting System (Version 2.3.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County’s electronic voting system and compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual, agreements, and benefits to the parties, IT IS AGREED as follows:

I: ADMINISTRATION

The parties agree to hold a “Joint election” with Parker County and each other in accordance with chapter 271 of the Texas Election Code and this agreement. The Parker County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the joint Election as provided in this agreement. Each participating authority agrees to pay the Parker County Elections Administrator for equipment, supplies, services and administrative costs as provided in this agreement. The Parker County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling locations where jurisdictions overlap. However; in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling locations where jurisdictions do not overlap.



II: LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, and other pertinent documents required by the Texas Election Code and/or the participating authority’s governing body, charter or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices and election notice’s that are required by the Texas Election Code.

Preparation of the necessary materials for the notices and the official ballot shall be the responsibility of each participating authority, including translation to Spanish. Each participating authority shall provide a copy of their respective election orders and notices to Parker County Elections Administrator.

The Elections Administrator shall prepare a submission, on behalf of all participating authorities, to the United States Department of Justice for preclearance of the joint election procedures and polling locations, pursuant to the Voting rights Act of 1965, as amended. The Elections Administrator will provide to each participating authority a photocopy of the joint submission and correspondence from the Department of Justice. (If Required)

The joint submission prepared by the Elections Administrator will NOT include submissions of information for any special elections held by the participating authorities. Participating authorities are hereby notified and encouraged to prepare their own submissions to the United States Department of Justice for special election procedure, or any changes that are specific to their own political subdivision.

By signing this agreement each participating authority certifies that it has no unresolved preclearance or voting rights issues known to it that would preclude or delay approval by the Department of Justice for the joint election.

The Elections Administrator will file an amended submission to the United States Department of Justice in the event that any polling location is changed after the original submission is filed, including changes resulting from the withdrawal of one or more participating authorities pursuant to Section XII of this contract.

III: POLLING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day polling locations. Polling locations will be whenever possible; the usual polling location for each election precinct in elections conducted by the county, and shall be compliant with the accessibility requirements established by election Code Section 43.034 and the Americans with Disabilities act (ADA). The proposed EARLY VOITNG polling locations are listed in Attachment A of this Agreement. In the event that a polling location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the polling locations listed in Exhibit A.

If polling locations for the **MAY 4, 2024** joint election are different from the polling locations used by a participating authority in its most recent election, the Elections Administrator agrees to post a notice no later than **MAY 1, 2024** at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivisions polling location name and address in affect for the **MAY 4, 2024**. This notice shall be written in both English and Spanish languages.



IV: ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

Parker County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of the election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling location officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling location contain more than 5% Hispanic populations as determined by the 2010 Census shall have one or more election official who is fluent in both English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling location. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by the polling location shall be responsible for recruiting a bilingual worker for translation services at that polling location.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding judges to pick up their election supplies. Each presiding election judge will be sent a letter form the Elections Administrator notifying him of his/her appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Parker County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$15.00 for picking up the election supplies prior to the Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and /or procedures training shall be compensated at the same hourly rate that they are to be paid on election Day.

The Election Administrator may employ other personnel necessary for the proper administration of the election, including such part time help as is necessary to prepare for the election to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part Time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Parker County in accordance with election Code Sections 87.005, 127.004, and 127.006.

V: PREPARATION OF SUPPLIES AND VOITNG EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judge at the poling locations. The Elections Administrator shall ensure availability of tables, and chairs at each polling place and shall procure rented tables and chairs for those polling locations that do not have tables or chairs.



At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdiction overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling locations where jurisdiction do not overlap. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the polling locations that have more than one ballot style to conduct proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate name and/or propositions are to appear on the official ballot (including titles and text in each language in which the authority’s ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority’s candidates and/or propositions.

The elections Administrator shall be responsible for the preparation, testing and delivery of the voting equipment for the election as required by election Code.

The elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by election Code Section 129.051(g).

IV: EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator’s permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Parker County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Parker County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the polling locations, dates and times listed in Exhibit “A” of this document and shall be the Early Voting site to be used in the Parker County GENERAL/SPECIAL ELECTION to be held on **MAY 4, 2024**. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide each participating authority a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. In accordance with Section 87.121 (g) of the Texas Election code, the daily reports showing the previous day’s early voting activity will be distributed to each authority no later than 5pm each business day if requested in writing.



VII: EARLY VOTING BALLOT BOARD

Parker County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII: CENTRAL COUNTING STATION AND ELECTION RETURNS

The elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

Parker County hereby in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

- | | |
|---|---------------------------------|
| Early Voting Clerk: | Jenise "Crickett" Miller |
| Central Counting Station Manager/Tabulation: | Debbie Braudaway |
| Assistant Tabulation Supervisor: | Stacey Bryan |
| Central Count Assistants: | Lori Williams |
| | Lindsey Stout |

The counting station manager or his/her representative shall deliver timely cumulative reports of the election results as precincts report to the central count station. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press and general public on the Parker County Elections Website (www.parkercountytexas.com/482/Election-Results). To ensure the accuracy of reported election returns, results printed on the tapes produced by Parker County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare OFFICIAL canvass reports that are necessary for the compliance with Election Code Section 67.004 after all precincts have been counted and will deliver a copy of these OFFICIAL canvass reports to each participating authority as soon as possible after all returns have been tabulated. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct by precinct results for uploading to the Secretary of State as required by section 67.017 of the Texas Election Code.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.



IX: PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE PARKER COUNTY

All Elections each participating authority must contract with every county their territory falls within according to the Texas Election Code.

X: RUN-OFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its run-off election, if applicable. In the event of such run-off election, the terms of the agreement shall automatically extend unless the participating authority notifies the Elections administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting and /or Election Day polling locations in a run-off election. If necessary any voting changes made by a participating authority between the original election and the run-off election shall be submitted by the authority making the change to the United States department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended. (If necessary)

Each participating authority agrees to order any run-off election(s) at or before its meeting for canvassing the votes from the **MAY 4, 2024** election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its run-off election.

Each participating authority eligible to hold run-off elections agrees that the date of the run-off election, if necessary, shall be determined jointly by the participating authority (ies) and the Elections Administrator.

XI: ELECTION EXPENSE AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint election. Allocation of costs will be estimated and where multiple participants are utilizing polling location costs will be shared. Costs for Early Voting by Personal appearance, Early Voting by mail, and ballot programming shall be allocated based upon the fees agreed to by the participating authorities.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authorities voters.

Each participating authority agrees to pay the Parker County Elections Administrator as administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Parker County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasurer in accordance with election Code Section 31.100.

XII: WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051-2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Parker County Elections Administrator on behalf of the authority plus an administrative fee of ten percent



(10%) of such expenses. The minimum fee shall be \$75.00. Any monies over the \$75.00 minimum fee will be due within thirty days of the withdrawal from the contract.

XII: RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections administrator shall maintain the records until final resolution or until final judgement, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV: RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as recount Supervisor and the participating authority's official or employee who performs the duties of the secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV: MISCELLANEOUS PROVISIONS

1. Each participating entity shall be solely responsible for providing the Elections Administrator with street index along with the ranges for their entities district for the **MAY 4, 2024** election by **FEBRUARY 16, 2024**.
2. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the county's election equipment and polling locations, and it agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
3. The Elections Administrator shall file copies of this document within the Parker County Elections Administrator Office, Parker County Auditor and the Parker County Treasurer in accordance with Section 31.099 of the Texas Election Code.



4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. This agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Parker County, Texas.
6. In the event that one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.
7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
8. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
9. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI: COSTS ESTIMATES AND DEPOSIT OF FUNDS

Each participating authority agrees to pay the Parker County Elections Administrator 75% due with the signed contract. The exact amount of each participating authorities' obligation under the terms of this agreement shall be calculated after the **MAY 4, 2024** election (or run-off election, if applicable), and the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the invoice from the Parker County Treasurer's Office.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement are attached in Exhibit B. Deposit is due on **April 4, 2024.**



XVII: JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this Agreement has been executed on behalf of the Parties hereto as follows, to wit:

1. It has on the _____ day of _____, _____ been executed on behalf of the PARTICIPATING AUTHORITY, TEXAS PURSUANT TO AN ACTION OF THE PARTICIPATING AUTHORITY so authorizing;

ACCEPTED AND AGREED TO BY THE PARTICIPATING AUTHORITY

ALEDO INDEPENDENT SCHOOL DISTRICT
TITLE: _____

AZLE INDEPENDENT SCHOOL DISTRICT
TITLE: _____

BROCK INDEPENDENT SCHOOL DISTRICT
TITLE: _____

GARNER INDEPENDENT SCHOOL DISTRICT
TITLE: _____

GRANBURY INDEPENDENT SCHOOL DISTRICT
TITLE: _____



LIPAN INDEPENDENT SCHOOL DISTRICT
TITLE: _____

MILLSAP INDEPENDENT SCHOOL DISTRICT
TITLE: _____

MINERAL WELLS INDEPENDENT SCHOOL DISTRICT
TITLE: _____

PEASTER INDEPENDENT SCHOOL DISTRICT
TITLE: _____

POOLVILLE INDEPENDENT SCHOOL DISTRICT
TITLE: _____

PERRIN-WHITT INDEPENDENT SCHOOL DISTRICT
TITLE: _____

SPRINGTOWN INDEPENDENT SCHOOL DISTRICT
TITLE: _____



WEATHERFORD INDEPENDENT SCHOOL DISTRICT
TITLE: _____

CITY OF ALEDO
TITLE: _____

TOWN OF ANNETTA
TITLE: _____

TOWN OF ANNETTA NORTH
TITLE: _____

TOWN OF ANNETTA SOUTH
TITLE: _____

CITY OF AZLE
TITLE: _____



TOWN OF BROCK
TITLE: _____

CITY OF COOL
TITLE: _____

CITY OF CRESSON
TITLE: _____

TOWN OF DENNIS
TITLE: _____

CITY OF FORT WORTH
TITLE: _____

CITY OF HUDSON OAKS
TITLE: _____

CITY OF MILLSAP
TITLE: _____



CITY OF MINERAL WELLS
TITLE: _____

TOWN OF PEASTER
TITLE: _____

CITY OF SANCTUARY
TITLE: _____

CITY OF RENO
TITLE: _____

CITY OF SPRINGTOWN
TITLE: _____

CITY OF WEATHERFORD
TITLE: _____

CITY OF WILLOW PARK
TITLE: _____



ESD NO. 1
TITLE: _____

ESD NO. 3
TITLE: _____

ESD NO. 6
TITLE: _____

ESD NO. 7
TITLE: _____

ESD NO. 8
TITLE: _____

ESD NO. 9
TITLE: _____


WEATHERFORD COLLEGE
TITLE: _____



WALNUT CREEK UTILITIES DISTRICT
TITLE: _____

CRESSON CROSSROADS MUD #2
TITLE: _____

- 2. It has on the **11th** day of **December, 2023** been executed by the Parker County Elections Administrator pursuant to the Texas Elections code so authorizing;



JENISE "CRICKETT" MILLER
PARKER COUNTY ELECTIONS ADMINISTRATOR

- 3. It has on the _____ day of _____, _____ been executed on behalf of the Parker County Attorney pursuant to the Texas Elections code so authorizing;

JOHN FORREST, COUNTY ATTORNEY
PARKER COUNTY, TEXAS



EXHIBIT A: ELECTION DATE AND TIMES

EARLY VOTING

Main Voting Site (*Sitio de votacion principal*)

Parker County Courthouse Annex

Annex Kitchen
1112 Santa Fe Dr
Weatherford, 76086

Branch Voting Sites

Springtown Senior Center

Community Room
1070 N Main St
Springtown, 76082

Peaster ISD Rock Gym

Back Room of Gym
8512 FM RD 920
Peaster, 76088

Aledo ISD Admin Building

Louden Room
1008 Bailey Ranch Rd
Aledo, 76008

Hudson Oaks Public Safety Building

Training Room
150 N Oakridge Dr
Hudson Oaks, 76087

Azle City Hall

Community Room
505 W Main St
Azle, 76020

PCT 3 County Barn

Break Room
1111 FM RD 1189
Brock, 76087

Regular Early Voting Hours and Days (*Horas y dias regulares de votacion anticipada*)

Monday, April 22, 2024 (<i>Lunes 22 de abril de 2024</i>)	8:00AM-5:00PM
Tuesday, April 23, 2024 (<i>Martes 23 de abril de 2024</i>)	8:00AM-5:00PM
Wednesday, April 24, 2024 (<i>Miercols 24 de abril de 2024</i>)	8:00AM-5:00PM
Thursday, April 25, 2024 (<i>Jueves 25 de abril de 2024</i>)	8:00AM-5:00PM
Friday, April 26, 2024 (<i>Viernes 26 de abril de 2024</i>)	8:00AM-5:00PM
Saturday, April 27, 2024 (<i>Sabado 27 de abril de 2024</i>)	CLOSED (<i>CERRADA</i>)
Sunday, April 28, 2024 (<i>Domingo 28 de abril de 2024</i>)	CLOSED (<i>CERRADA</i>)
Monday, April 29, 2024 (<i>Lunes 29 de abril de 2024</i>)	7:00AM-7:00PM
Tuesday, April 30, 2024 (<i>Martes 30 de abril de 2024</i>)	7:00AM-7:00PM

ELECTION DAY SITES 7:00AM-7:00PM

Parker County Courthouse Annex

Annex Kitchen
1112 Santa Fe Dr
Weatherford, 76086

Springtown Senior Center

Community Room
1070 N Main St
Springtown, 76082

Peaster ISD Rock Gym

Back Room of Gym
8512 FM RD 920
Peaster, 76088

Aledo ISD Admin Building

Louden Room
1008 Bailey Ranch Rd
Aledo, 76008

Hudson Oaks Public Safety Building

Training Room
150 N. Oakridge Dr
Hudson Oaks, 76087

Azle City Hall

Community Room
505 W Main St
Azle, 76020

PCT 3 County Barn

Break Room
1111 FM RD 1189
Brock, 76087



EXHIBIT B: COST ESTIMATE FOR ELECTION



Parker County Elections Administration

May 4, 2024 GENERAL ELECTION

Registered Voters

	ESTIMATE
PROGRAMMING	\$1,500.00
SHIPPING	\$10.00
SHIPPING OF V DRIVES TO HART	\$5.00
TEST BALLOTS	\$10.00
COPIES FOR BOND TO POLL SITES	
EARLY VOTING SUPPLIES	\$25.00
ELECTION DAY SUPPLIES	\$25.00
ELECTION WORKER TRAINING	
EARLY VOTING PAYROLL	\$200.00
ELECTION DAY PAYROLL (ED & HELPERS)	\$200.00
CENTRAL COUNT/BALLOT BOARD/LA TEST	\$50.00
Additional EV locations	
EARLY VOTING BY MAIL (based upon how many voters request ballot by mail)	
EARLY VOTING BY MAIL (Office Payroll Help)	\$0.00
BALLOT PAPER (based on how many voters actually vote)	
MILEAGE DURING EARLY VOTING AND ELECTION DAY	\$0.00
PREPARATION AND DISTRIBUTION OF EARLY VOTING SUPPLIES	\$50.00
PREPARATION AND DISTRIBUTION OF ELECTION DAY SUPPLIES	\$50.00
VERIZON MIFI (TOTAL DIVIDED BY # ENTITIES INVOLVED (\$1709.55))	\$125.00
LAT NOTICE	\$50.00
NOTICE OF ELECTION WEATHERFORD DEMOCRAT	\$150.00
TOTAL	\$2450.00
10% ADMINISTRATIVE	\$245.00
EQUIPMENT RENTAL	\$1,000.00
TOTAL DUE	\$3,695.00
DOWN PAYMENT (75% of Total Due) DUE BY APRIL 4, 2024	\$2,771.25



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 9, 2024	Department: Legislative	Presented By: Crystal Dozier
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AGENDA ITEM

Discussion/Action: to adopt an ordinance to Order the May 4, 2024 General Election.

BACKGROUND:

Per state law (Section 3.004 of the Texas Election Code) the city is required to order the general election of the political subdivision. This year the city will order the general election for City Council Places 3, 4 and 5. The 2024 General Election will be held May 4, 2024.

Candidate packets are available on the city’s website.

STAFF/BOARD/COMMISSION RECOMMENDATION:

TO ADOPT ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 4, 2024 FOR THE PURPOSE OF ELECTING CERTAIN MUNICIPAL OFFICERS FOR THE CITY OF WILLOW PARK, SPECIFICALLY CITY COUNCILMEMBERS FOR PLACE NO. 3, PLACE NO. 4 AND PLACE NO. 5; DESIGNATING A POLLING PLACE, WITHIN THE MUNICIPAL LIMITS; APPOINTING A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

EXHIBITS:

Proposed Ordinance

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	

CITY OF WILLOWPARK
ORDINANCE NO.

AN ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 4, 2024 FOR THE PURPOSE OF ELECTING CERTAIN MUNICIPAL OFFICERS FOR THE CITY OF WILLOWPARK, SPECIFICALLY CITY COUNCIL MEMBERS FOR PLACE NO. 3, PLACE NO. 4 AND PLACE NO. 5; DESIGNATING A POLLING PLACE, WITHIN THE MUNICIPAL LIMITS; APPOINTING A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a general election for certain municipal officers of the City of Willow Park, Texas is ordered herein for May 4, 2024 under the authority of law; and

WHEREAS, Jenise Miller, the Elections Administrator for Parker County, is designated under §83.005 TEX. ELECTION CODE as the Early Voting Clerk for elections ordered on behalf of a municipality; and

WHEREAS, the City will enter into an agreement with Parker County for the provision of election services and said agreement provides for an election judge and the dates on which early voting shall occur; and

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

SECTION 1. INCORPORATION

All of the above precatory statements are true and correct and incorporated herein for all purposes.

SECTION 2. DATE OF ELECTION

It is hereby ordered that an election for certain municipal officers shall be held in and throughout the City of Willow Park, Texas on MAY 4, 2024.

SECTION 3. PURPOSE OF ELECTION

The purpose of the election is to provide for the general election of city officers, specifically: Councilmember Place No. 3, Councilmember Place No. 4, and Councilmember Place No. 5. The term for Councilmember Place No. 3, Councilmember Place No. 4, and Councilmember Place No. 5 are for a term of two years, ending May 2026.

SECTION 4. POLLING PLACE

The polling location for election day shall be the City of Willow Park City Hall located at 120 El Chico Trail, Suite A, Willow Park, Texas. In accordance with §41.031(b) TEX. ELECTION CODE, said polling place shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of election.

SECTION 5. ELECTION JUDGES

The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed by Parker County pursuant to an agreement with the County.

All Election Judges herein appointed, shall appoint not more than two eligible persons as clerks to serve and assist in the conduct of election. Provided, however, that if the Election Judge named herein actually serves, the Alternate Election Judge shall serve as one of the clerks. All election clerks shall be qualified voters of the City.

SECTION 6. EARLY VOTING CLERK

Jenise Miller, the Elections Administrator for Parker County, is hereby designated as the Early Voting Clerk pursuant to §83.05 TEX. ELECTION CODE for the election ordered herein. The official mailing address of the early voting clerk is 1112 Santa Fe Drive, Weatherford, Texas 76086. The email address and telephone number of the early voting clerk is crickett.miller@parkercountytexas.com and 817-598-6185. The City Secretary is further ordered to procure and allocate the supplies necessary to conduct the election pursuant to §51.003(3) TEX. ELECTION CODE and to provide written notice to the presiding and alternate presiding judge of the election as specified by §32.009 TEX. ELECTION CODE.

SECTION 7. PUBLICATION AND POSTING OF NOTICE

Notice of the City election shall be given by posting a Notice of Election at the City of Willow Park City Hall on the bulletin board or other location used for posting notices of the meetings of the City Council, not later than 21 days prior to the date of the election, and by publication of said notice at least once in the newspaper published in the City, or if none, in a newspaper of general circulation. The date of said publication to be not less than 10 days nor more than 30 days prior to the date set for the election. Upon publication of the election notice, the City Secretary shall secure a Publisher's Affidavit or copy of the notice which complies with the requirements of §4.005 TEX. ELECTION CODE.

SECTION 8. EARLY VOTING

Early voting by personal appearance shall commence on April 22, 2024 and shall continue Monday through Friday from 8:00 a.m. until 5:00 p.m. April 22, 2024 to April 26, 2024; and from 7:00 am until 7:00 pm on April 29 & 30, 2024; at a location to be determined by the City and the Early Voting Clerk. Extended hours for early voting shall be determined by the Early Voting Clerk and the City. A supplemental notice shall be issued stating the early voting location and the dates for the extended hours of early voting. Early voting shall be conducted in accordance with the requirements of the Texas Election Code.

Applications for voting by mail shall be delivered to the Early Voting Clerk at the same address not later than the close-of-business on April 23, 2024.

The Early Voting Clerk's address to which ballots voted by mail may be sent is:

Jenise Miller
Early Voting Clerk
1112 Santa Fe Drive Weatherford, TX
76086

SECTION 9. NECESSARY ACTIONS

The Mayor, City Council, or City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the TEX. ELECTION CODE in carrying out and conducting the election whether or not specifically authorized herein.

The City Secretary is directed to send a copy of the executed Order of Election to the Parker County Clerk and Election Administrator on or before March 5, 2024 pursuant to § 4.008 TEX. ELECTION CODE.

SECTION 10. SEVERABILITY

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

SECTION 11. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its adoption.

PASSED, APPROVED AND ADOPTED on this 9th day of January 2024.

Doyle Moss, Mayor

ATTEST:

Crystal Dozier, City Secretary

The Willow Park City Council is acting on Ordinance No. , did on the 9th day of January 2024 vote as follows:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 9, 2024	Department: Public Works	Presented By: Gretchen Vazquez
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AGENDA ITEM:

Discussion/Action: to approve a professional services agreement with Cultivate Real Estate services for appraisal services for the King’s Gate Road Bridge Replacement project.

BACKGROUND:

The City of Willow Park is seeking to engage the appraisal services of Cultivate Real Estate and ML&M Realty Advisors, LLC for the right-of-way acquisition of the King’s Gate Road Bridge Replacement project.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called the *Uniform Act*, states that before the initiation of negotiations, the Local Government must appraise the property in order to establish an amount the Local Government believes is just compensation for the interest to be acquired. Additionally, before a good faith offer is made, a qualified review appraiser shall examine the presentation and analysis of market information in the appraisals to assure that they meet all applicable appraisal requirements.

Mr. Colt Jones of Cultivate Real Estate will prepare the value appraisals. Ms. Melissa Ehrhardt of ML&M Realty Advisors will conduct the review appraisals. For both levels of appraisal, the Local Government must use appraisers approved by TxDOT.

STAFF RECOMMENDATION:

Staff recommends the City Council approve the Agreement with Cultivate Real Estate for appraisal services for the King’s Gate Road Bridge Replacement Project.

EXHIBITS:

Professional Services Agreement - Cultivate Real Estate

ADDITIONAL INFO: Value Appraisal for 2 Separate Parcels in connection with the King’s Gate Bridge Replacement Project.	FINANCIAL INFO:	
	Cost	\$ 6,000.00
	Source of Funding	



Date of Agreement: Tuesday, November 21, 2023

City of Willow Park
c/o Gretchen Vazquez
120 El Chico Suite A
Willow Park, Texas 76087
(817)441-7108
gvazquez@willowpark.org

M. Colt Jones, MAI, SRA, R/W-AC
Cultivate Real Estate - Managing Partner
(817) 550-6666
Colt@CultivateRE.net

PROFESSIONAL SERVICE AGREEMENT (“Agreement”)

This Professional Services Agreement (this “Agreement”) is made and entered into on November 21, 2023 (the “Effective Date”), by and between Cultivate Real Estate and **the City of Willow Park** (herein referred to as “Client”).

Project Name	Kings Gate Road Bridge Replacement Project CSJ: 0902-38-148 – District: Fort Worth
Property Identification	Two Separate Parcels as follows: 1.) P00080581; Owner is Larry Lawley 2.) P00080583; Owner is RTSB Enterprises, Inc.
Property Type	Multiple – Treated as Land
Interest Valued	Market Value As Is - Fee Simple
Intended User(s)	The appraisal will be prepared for the above-mentioned client. Intended users include the client and the Texas Department of Transportation (TxDOT) its employees, and assigns. <i>Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.</i> <i>The client is also hereby informed that if this engagement is directly with the owner of the Property, the Appraisal may not be accepted by many federally insured lenders due to FIRREA Compliance and would likely not be accepted for future financing of said property.</i>
Intended Use	The report to be performed under this Agreement (“Appraisal”) is intended for potential ROW acquisition purposes. <i>Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.</i>
Type of Value	Market Value Compensation per Canizzo
Date of Value	Date of inspection
Report Type	Narrative Format on TxDOT Approved A-5 Forms
Level of Analysis	Standard/Summary
Professional Fee	\$3,000 for each parcel, or \$6,000 total. Our quoted fee above includes the expenses related to this engagement for the appraisals only. Additional fees will be charged at \$300 per hour for any work which exceeds the scope of this proposal, including litigation support services, including preparation and testimony, performing additional valuation scenarios, additional research and conference calls, or meeting with any party and their legal counsel outside or exceeding the time allotted for this assignment.
Retainer	None
Expenses	Fees include all associated expenses.
Payment Terms	Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser’s invoices are considered due upon receipt by Client and

be deemed delinquent if not paid within 30 days of the date of Appraiser's invoice. Unless arrangements are made otherwise, a late charge of 15% per annum, commencing thirty (30) days after the receipt of invoice will be charged on any balance not paid; however, in no event shall this delinquency rate of interest exceed the maximum rate permitted by law. We shall also be entitled to recover our costs (including attorneys' fees), associated with collecting any amounts owed or otherwise incurred in connection with this engagement. Upon default, Client acknowledges that Cultivate Real Estate appropriately disclosed its statutory right to file a lien against the Client's interest (existing or to be acquired) in subject property for any unpaid balance pursuant to this engagement.

SCOPE OF WORK

Table with 2 columns: Term (Site Inspection, Valuation Approaches, Delivery, Number of Reports, Acceptance Date) and Description (On-site and/or peripheral from public right-of-way, Appraiser will provide the Appraisal in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, and State Licensing Laws, 3 weeks from receipt of an executed engagement letter and issuance of a purchase order, etc.)

PROPERTY DATA REQUEST

Please forward any additional materials you would consider relevant in the analysis of the subject property. Such items may include, as applicable, an accurate property description, site survey, easement survey, title report, any environmental reports or other third-party reports, or any other sources of information known to exist that may impact the valuation of the property.

Our ability to honor the terms of this Agreement will require Client's response within two (2) business days. If you have questions regarding the enclosed, please feel free to contact me. Cultivate Real Estate appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

City of Willow Park agrees to the above stated terms and authorizes Cultivate Real Estate to prepare the above referenced appraisal.

_____ Date: _____

Respectfully,

CULTIVATE REAL ESTATE

Colt Jones (handwritten signature)

M. Colt Jones, MAI, SRA, R/W-AC
Managing Partner

TERMS AND CONDITIONS

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to

the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in which Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Template for Agreement for Professional Valuation Services

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 9, 2024	Department: Public Works	Presented By: Gretchen Vazquez
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AGENDA ITEM:

Discussion/Action: to approve a professional services agreement with ML&M Realty Advisors, LLC for appraisal review services for the King’s Gate Road Bridge Replacement project.

BACKGROUND:

The City of Willow Park is seeking to engage the appraisal services of Cultivate Real Estate and ML&M Realty Advisors, LLC for the right-of-way acquisition of the King’s Gate Road Bridge Replacement project.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called the *Uniform Act*, states that before the initiation of negotiations, the Local Government must appraise the property in order to establish an amount the Local Government believes is just compensation for the interest to be acquired. Additionally, before a good faith offer is made, a qualified review appraiser shall examine the presentation and analysis of market information in the appraisals to assure that they meet all applicable appraisal requirements.

Mr. Colt Jones of Cultivate Real Estate will prepare the value appraisals. Ms. Melissa Ehrhardt of ML&M Realty Advisors will conduct the review appraisals. For both levels of appraisal, the Local Government must use appraisers approved by TxDOT.

STAFF RECOMMENDATION:

Staff recommends the City Council approve the Agreement with ML&M Realty Advisors for appraisal review services for the King’s Gate Road Bridge Replacement Project.

EXHIBITS:

Professional Services Agreement - ML&M Realty Advisors, LLC

ADDITIONAL INFO: Review Appraisal for 2 Separate Parcels in connection with the King’s Gate Bridge Replacement Project.	FINANCIAL INFO:	
	Cost	\$ 2,000.00
	Source of Funding	



1320 Lake Street., Suite 100,
Fort Worth, Texas 76102
682-841-1663

November 28, 2023

Ms. Gretchen Vazquez
City of Willow Park
120 El Chico Trail, Suite A
Willow Park, Texas 76087

RE: Review Appraisal Services – Kingsgate Bridge Project, Willow Park, Parker County, Texas

Dear Ms. Vazquez:

We are pleased to submit this proposal to provide appraisal review services for you on the above referenced Project.

This letter details the services we propose to perform in connection with the Project, the pricing at which the services will be performed, the schedule for completing these services, and the assumptions upon which this proposal is based. If the proposal outlined in this letter is acceptable, we request that you indicate your acceptance of this proposal by executing this letter agreement in the space provided below.

SCOPE OF SERVICES

In connection with the above referenced appraisal review services, ML&M Realty Advisors, LLC shall perform the following described services:

Real Estate Appraisal Reviews for 2 Parcels on the TxDOT Form A10 for the Kingsgate Bridge Project

SCHEDULE

It is anticipated that the Appraisal Review Services outlined above can be completed within 14 days after receipt of the appraisals.

COMPENSATION

As compensation for the performance of the above described services, ML&M Realty Advisors, LLC will be reimbursed by the City of Willow Park by payment of \$1,000 per parcel for a total fee of \$2,000.

Page 2
City of Willow Park

We sincerely appreciate the opportunity to work with you on this Project. If you concur with the proposal outlined in this Letter of Agreement, please execute and return it to ML&M Realty Advisors. Unless otherwise instructed by the Client in writing at the time you return the executed copy of this Letter Agreement, ML&M will consider the executed Letter Agreement as our notice to proceed. Please let us know if you have any questions or need any further information.

Respectfully,

ML&M Realty Advisors, LLC

By: 
Melissa Ehrhardt, MAI

ACCEPTANCE

The Client hereby accepts the proposal outlined above and does hereby engage ML&M to perform the Services described above, on the terms and conditions set forth in the forgoing Letter Agreement. The Client accepts and agrees to the terms and conditions of the forgoing Letter Agreement.

Client Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 9, 2024	Department: Planning & Development	Presented By: Toni Fisher, Director
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Discussion & Action: Approval of Contract Proposal for Professional Services by Westwood Professional Services, Inc.

BACKGROUND:

The Texas Department of Transportation offers open application for the Green Ribbon Grant Program to cities annually for landscape beautification of the TxDOT rights-of-way. The grant award is a maximum of \$400,000 and is structured as a reimbursement to the city.

In May 2023, the Parks Board was presented with a proposal for an estimated \$6,800 for professional consultation services by Westwood [Pacheco Koch] to assist with landscape design and application submittal for the 2024 TxDOT Green Ribbon Grant Program. The Board could not make a collective decision and the item was postponed. In a later discussion with Staff, Lea Young, Council Ex-Officio for the Parks Board, suggested that the city create a full design for all of its rights-of-ways which could be phased, planned, budgeted, and executed annually, as possible, with or without the Grant.

This contract presented to City Council is for the expanded professional services of landscaping architecture conceptual design for the IH-20 TxDOT north and south service roads' rights-of-way within Willow Park's approximate city limit from Tricia Trail to Mikus Road; monument sign design and location recommendations; and, application completion and submittal of the 2025 TxDOT Green Ribbon Grant Program. This design will be divisible into phases which can be budgeted and completed annually, and may be submitted for annual application for the TxDOT Green Ribbon Grant.

This contract amount is not to exceed \$23,600 for professional services. These funds are currently available within the Parks Budget for Professional Services.

STAFF RECOMMENDATION:

Staff recommend approval and execution of the Contract Proposal from Westwood Professional Services, Inc., for all services proposed, for a total of \$23,600, 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., as presented, in the amount not to exceed \$23,600.

December 5, 2023
Project No.: 0050953.00

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

Re: Professional Landscape Architecture Services
WILLOW PARK 120 GREEN RIBBON CONCEPTUAL PLAN
Willow Park, Parker County, Texas

Dear Ms. Fisher:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project consists of developing a landscape concept and grant submittal for FY25 Green Ribbon funding for IH 20 within the city limits of Willow Park, Texas, from approximately just west of Tricia Trail to just east of Mikus Road.

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; and
- Exhibit C – Insurance

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/jmc

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 I20 Green Ribbon Conceptual Plan Project** dated **December 5, 2023** (the “Project”), is an agreement (the “Agreement”) between **City of Willow Creek (“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

EXHIBIT A
SCOPE OF SERVICES

See attached.

EXHIBIT B
COMPENSATION & METHOD OF PAYMENT

See attached.

EXHIBIT C
INSURANCE
See attached.

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 I20 GREEN RIBBON CONCEPTUAL PLAN
WEST OF TRICIA TRAIL TO EAST OF MIKUS ROAD**

PROJECT DESCRIPTION:

The project consists of developing a landscape concept and grant application submittal for FY25 Green Ribbon funding for IH 20 within the city limits of Willow Park, Texas, from approximately just west of Tricia Trail to just east of Mikus Road. Concept and application will adhere to the TxDOT requirements and guidelines. (PROJECT).

BASIC SERVICES:

A. Landscape Architecture Assumptions and Exclusions

1. Assumptions:

- Project budget will be based on traditional green ribbon funding awards.
- Conceptual plans will be shown on scaled aerial images of the site and line work will be approximate.
- Final deliverables will be high-resolution digital images files, intended to be an 11x17” output for print media.

2. Exclusions:

- Construction Documents.
- Field identification or location of trees.
- Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
- Water feature or pool design.
- Modeling of any building architecture bridges, or roadways.
- Renderings considered for construction documents.
- If desired by the client, Westwood will provide additional services to include (but not limited to), program visioning and a construction phasing plan for client review.

B. Project Management & Coordination

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.

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

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.
 - Assist Client coordination with TxDOT for the concept approval and FY25 grant application.
- C. Landscape Architecture Conceptual Plan Services:
Westwood will provide landscape architecture design services for conceptual design alternatives. Services will typically include conceptual layout of plantings, proposed locations for entry monuments and a masonry entry monument concept.
1. Westwood will develop the conceptual design as follows:
 - Develop up to two (2) conceptual plan alternatives for client review, selection, and coordination for the planting design and entry monument.
 - Develop 2d and/or 3d renderings, to depict the concept options in enough detail to demonstrate design intent to the client. These services may include, but not be limited to hand renderings, computer generated renderings, image boards, or a combination of the above.
 - Develop rough order of magnitude cost estimate for the concepts to aid the client in selection of a preferred option and establishing a conceptual budget.
 - Following the city staff roundtable review of the two (2) concepts it is understood that the client will provide direction for the final concept. Westwood will make one (1) set of revisions to the concept to demonstrate the desired outcome of a ‘Preferred Option.’
 2. The Conceptual Plan Package shall include the following.
 - One (1) preferred option elevation rendering of the proposed monument with materials, colors and scale identified.
 - One (1) preferred option plan view rendering of the proposed planting improvements with a general plant palette identified.
 - One (1) opinion of probable costs with approximate quantities.
 - Two (2) meetings with city staff for roundtable comments.
- D. Grant Application
Westwood will assist the Client in completing a grant application for FY25 Green Ribbon Funding. It is understood that the Client and Westwood will need to work together to generate and/or collect the necessary documentation for the grant application as Westwood cannot complete the application independently. It is assumed that the materials developed in the Conceptual Plan Services phase, listed above, will be used to meet criteria on the application checklist.
- E. Meetings/Presentations
Westwood will attend up to two (2) board and council meetings to coordinate, present and answer questions regarding the plans and other issues regarding green ribbon funding.

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

F. 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.

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 I20 GREEN RIBBON CONCEPTUAL PLAN
WEST OF TRICIA TRAL TO EAST OF MIKUS ROAD**

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$23,600.00 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	\$ 2,500.00
B. Landscape Architecture Conceptual Plan Services	\$15,000.00
C. Grant Application	\$ 2,500.00
D. Meetings/Presentations	\$ 1,800.00
E. Direct Expenses (Not to Exceed)	<u>\$ 1,800.00</u>
TOTAL	\$23,600.00

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’