



CITY COUNCIL REGULAR MEETING AGENDA

Municipal Complex, 516 Ranch House Rd, Willow Park, TX 76087

Tuesday, November 15, 2022 at 6:00 PM

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

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS (Limited to three minutes per person)

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

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

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

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

PROCLAMATION

1. Presentation of a Proclamation to Jim Martin.

CONSENT AGENDA

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

2. Approve City Council Meeting Minutes - Regular City Council Meeting Minutes October 25, 2022.

REGULAR AGENDA ITEMS

3. PUBLIC HEARING to Consider Special Use Permit regarding request to add Boat Dealership/Sales as an allowable use for Lot 3, Block 1; Porter Addition, currently zoned as Commercial/I-20 Overlay District in the City of Willow Park, Parker County, Texas.

Open Public Hearing

Close Public Hearing

4. Discussion/Action: to consider a Special Use Permit regarding request to add a Boat Dealership/Sales/Service as an allowable use for Lot 3, Block 1, in the Porter Addition, currently zoned as Commercial/I-20 Overlay District in the City of Willow Park, Parker County, Texas.
5. Discussion/Action: to consider a request by Basic Development, LLC to abandon a 0.36 acre right-of-way of Bankhead Highway adjacent to Lot 3, Block 1, Porter Addition, in the City of Willow Park, Parker County, Texas.
6. Discussion/Action: to consider a Preliminary Plat for Lots 1-5 of 29.99 acres, David Addington Survey, Abstract No. 21, in the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas.
7. Discussion/Action: to approve the City's 4th Quarter Financial Report.
8. Discussion/Action: to consider the implementation of the STEP - Impaired Driving Mobilization Safety e-Grant.
9. Consider/Action: to consider the proposed amendments to the City Employee Handbook (Personnel Policy).
10. Discussion/Action: to consider compensation to city employees who have exceeded 240 hours in comp time.

INFORMATIONAL

Mayor and Council Comments

City Manager Comments

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

11. 551.071 Consultation with Attorney - deliberation about dispute with Halff Associates regarding the Fort Worth Water Project.
12. 551.072 Discussing the purchase, exchange, lease, or value of real property.

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, 516 Ranch House Road, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: November 10, 2022, at 4:30 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Crystal R. Dozier, TRMC

City Secretary

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



CITY COUNCIL REGULAR MEETING MINUTES

Municipal Complex, 516 Ranch House Rd, Willow Park, TX 76087

Tuesday, October 25, 2022 at 6:00 AM

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

PRESENT

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

ABSENT

City Manager Bryan Grimes

STAFF PRESENT

Assistant City Manager Bill Funderburk
 City Attorney Pat Chesser
 City Secretary Crystal Dozier

PLEDGE OF ALLEGIANCE AND INVOCATION

Rector Sam Wilgus with Sint Francis gave the invocation followed by the pledge of allegiance.

PUBLIC COMMENTS (Limited to three minutes per person)

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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.

CONSENT AGENDA

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

1. Approve City Council Meeting Minutes - Regular City Council Meeting October 11, 2022.

**To approve City Council Meeting Minutes - Regular City Council Meeting
October 11, 2022.**

**Motion made by Councilmember Gilliland, Seconded by Councilmember
Contreras.**

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

REGULAR AGENDA ITEMS

2. Discussion/Action: consider approval of a resolution denying Oncor's requested electric rate increase.

To approval of a resolution denying Oncor's requested electric rate increase.

**Motion made by Councilmember Contreras, Seconded by Councilmember
Gilliland.**

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

3. Discussion/Action: to Consider and act to award a street improvement contract to XIT Paving.

To award a bid to XIT Paving in the amount \$6,419,677.

**Motion made by Councilmember Young, Seconded by Councilmember
Runnebaum.**

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

4. Discussion/Action: authorize the hiring of a City Engineer.

To authorize the hiring of a City Engineer.

**Motion made by Councilmember Young, Seconded by Councilmember
Contreras.**

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

5. Discussion/Action: to accept the Single Audit Report from Snow Garrett Williams Certified Public Accountants.

To accept the Single Audit Report from Snow Garrett Williams Certified Public Accountants.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

6. Discussion/Action: to accept the Acoustical Report from Sowden and Associates.

To accept the Acoustical Report from Sowden and Associates.

Motion made by Councilmember Gilliland, Seconded by Councilmember Runnebaum.

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

REPORTS

7. Planning and Development

Toni Fisher, Planning and Development Director gave a brief summary on the report presented.

INFORMATIONAL

Mayor and Council Comments

Councilman Contreras stated early voting has started and encouraged everyone to vote.

Mayor Moss thanked the City Council and Staff for the last 5 years for doing things the right way. He mentioned his appreciation of the City Council. He stated he and council don't always agree on everything but always do the right thing including being transparent.

ADJOURNMENT

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

Mayor Moss adjourned the meeting at 6:56 P.M.

These minutes were approved on the 25th of October, 2022.

Doyle Moss, Mayor

Crystal R. Dozier, TRMC
City Secretary

DRAFT



PLANNING & ZONING AGENDA ITEM BRIEFING SHEET

Council Date: October 18, 2022	Department: Planning & Development	Presented By: Toni Fisher
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AGENDA ITEM:

Consideration & Action: Special Use Permit regarding request to add Boat Dealership/Sales/Service as an allowable use for Lot 3, Block 1 in the Porter Addition, currently zoned as Commercial/I-20 Overlay District in the City of Willow Park, Parker County, Texas.

BACKGROUND:

Applicant is requesting a Special Use Permit for the allowable use and construction of a “Boat Dealership” for boat sales and service on this property.

Applicant is proposing two buildings with a combined 17,700 sq. ft.: the primary one-story building is to be used as an office, showroom, and service area and, the second, a vertical storage/display building, which will showcase three boats. Usage, elevation designs, and materials are similar to those of neighboring businesses within 200 feet along the I-20 Service Road South. Fencing is absent from the site plan but will be addressed as a condition of approval at Site Plan Development review. Signs shown are for consideration of materials construction only, not for sign approval; signs must be submitted through a separate permit for review and approval.

The primary building is proposed to be one-story while the second boat showcase “storage tower” is proposed at 46’ in height. The Zoning Ordinance 14.06.016(e)(1)(A) and (B) indicate that the height of the primary structure cannot exceed 50’, while the secondary cannot exceed 25’. As a condition of this Special/Specific Use Permit, Applicant also requests acceptance and approval of transposing the heights of the buildings as presented.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Special Use Permit and transposing of the height requirements for the primary building and storage tower.

EXHIBITS:

- Special Use Permit Application
- Final Plat – Lots 2 and 3, Block 1, Porter Addition
- Site Plan
- Architectural Elevations
- Drainage Area Map
- Landscape Plan

RECOMMENDED MOTION:

Approval of the Special Use Permit to add Boat Dealership/Sales/Service as an allowable use for Lot 3, Block 1 in the Porter Addition.



SPECIAL/SPECIFIC USE PERMIT APPLICATION

City of Willow Park – Planning & Development Dept.
 516 Ranch House Rd, Willow Park, TX 76087
 817-441-7108 x100 www.willowpark.org

APPLICANT INFORMATION

Name of Applicant/Agent: Chuck Stark		Business Name (if applicable): Barron-Stark Engineers
Business/Mailing Address: Street, City, State, Zip 6221 Southwest Blvd., Fort Worth, TX 76132		
Email Address: chucks@barronstark.com		Cell/Primary Phone # of Applicant/Agent: 817-296-9550
NOTE: Email is the primary form of contact with Applicants.		
Are you the Owner of the property or the Owner's Agent? <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Agent*	Do you have written permission from the Owner of the property or the Owner's Agent to proceed with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	*NOTE: If you are not the Owner of the Property, the Owner must sign this Application below to indicate his/her permission and approval of this request.

DESCRIPTION OF REQUEST

Current Zoning Classification: C Commercial	Legal Description of Property: Lot 3, Blk 1, Porter Add.	Street address of Property (if known): TBD
Reason for Special Use Permit: Describe the nature of the proposed use of this property, activity, and any particular characteristics related to the use of the property: Construction of a three level tower for display of boats. Tower to be no more than 50' tall from finish grade and located immediately behind the 30' landscape setback.		

PROPERTY OWNER INFORMATION

Name of Property Owner: Rex Ramsey		Business Name (if applicable): Basic Developers, LLC
Business/Mailing Address: Street, City, State, Zip 206 E. Highway 80, Forney, TX 75126		
Email Address: rex@forneyfence.com		Cell/Primary # of Property Owner 972-989-3384

INCLUDE WITH APPLICATION SUBMISSION

THIS APPLICATION MUST BE SUBMITTED WITH THE ITEMS LISTED BELOW:

- Completed and fully executed Special/Specific Use Permit Application Map, Plot Plan, Survey, and/or Plat of property location
- Renderings of proposed construction including building elevations, square footage, bldg. height, construction materials, and uses of bldgs
- Site Plan showing placement of building(s), location/construction of sign(s), off-street parking areas, and ingress/egress to public streets
- Landscaping plan & visual screening (walls/paintings/fences) Permit Fee Payment as specified in Development Services Fees
- Relationship of intended use to all existing properties: land uses in all directions to minimum distance of 200 feet of application property

****The Applicant or his/her Representative(s) must be present at the scheduled Public Hearing for this Permit.**** Public Hearing will be scheduled based on City's acceptance of completed Application with all supporting documents and payment as it aligns with the Planning & Zoning Schedule.

I hereby certify that I am, or that I represent, the legal owner of the property described above and do hereby submit this request for a Special Use Permit to the Planning and Zoning Commission for consideration.

Applicant's Signature: _____ Date: _____

Owner's Signature* (if different than Applicant): Date: 09-21-22
*Owner's signature indicates permission to proceed with this Permit request.

Please email completed Application and all Attachments to permits@willowpark.org. Permit Fee may be paid by check (mailed or in person) or by credit card (in person or processed over the phone to Permit Tech x103; processing fee applies).

CITY USE: Date App Rec'd: _____ App Reviewed by: _____ Date App Officially Accepted: _____ MyGov Proj#: _____



City of Willow Park Development Services Universal Application

Please PRINT CLEARLY to avoid delays

Please complete each field - Incomplete applications be rejected

Project Information		Project Name: Tommy's Boats	
<input type="checkbox"/> Residential		<input checked="" type="checkbox"/> Commercial	
Valuation: \$ TBD (round up to nearest whole dollar)		Project Address (or description): Lot 3, Blk 1 Porter Addn.	
Brief Description of the Project: Commercial boat sales & service			
Existing zoning: C Commercial		# of Existing Lots (plats only):	
Proposed zoning: C Commercial		# of Proposed Lots (plats only):	
Applicant/Contact Information (this will be the primary contact)			
Name: Roger Rehkopf		Mailing Address: 32 Market Ave SW Grand Rapids, MI 49503	
Company: MKB Holdings, LLC			
Primary Phone: 616-430-8160		E-mail: RRehkopf@orionbuilt.com	
Property Owner Information (if different than above)			
Name: Rex Ramsey		Mailing Address: 206 E. Hwy. 80, Forney, TX 75126	
Company: Basic Developers, LLC			
Primary Phone: 972-989-3384		E-mail: rex@forneyfence.com	
Other Phone:		Fax:	
() Developer / (x) Engineer / () Surveyor Information (if applicable)			
Name: Charles Stark, PE		Mailing Address: 6221 Southwest Blvd. FW 76132	
Company: Barron-Stark Engineers			
Primary Phone: 817-296-9550		E-mail: chucks@barronstark.com	
Other Phone: 817-2314-8100		Fax:	
For City Use Only			
Project Number:		Permit Fee:	
Submittal Date:		Plan Review Fee:	
Accepted By:		Total Fee:	
Receipt #:		Method of Payment:	

Application not complete without attached form(s) and/or signature page



City of Willow Park Development Services Department

SITE PLAN REQUIREMENTS

A Site Plan is an architectural plan of proposed improvements to a property; including building footprint, parking, ingress, egress, roadways, sidewalks, water lines, sewer lines, drainage facilities, auxiliary structures, lighting, and any public or private infrastructure. Site plans also include elevations of proposed buildings, topographical information, location in relation to flood plain, impact analysis

Site Plan applications must contain:

- Universal development application.
- A single site plan document including all of the information required on the site plan requirement checklist.
- A landscaping plan that includes the property boundaries, building and improvement footprints, and labels all green space, trees, shrubs, vegetation, and landscaping.
- A drainage plan that includes the property boundaries, building and improvement footprints, topography, and any flood plain designations.
- Elevations of all proposed buildings.
- A compact disc containing a .pdf copy of all plans.
- Three (3) paper hard copies of all plans.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead and directly on the plans with sufficient details as to allow a determination by the appropriate approval body. Additional information may be required. Reference the specific requirement. Exceptions may require the approval of the City's Board of Adjustments.

Prior to public review before the Planning & Zoning Commission and City Council the applicant may be asked to submit up to fifteen (15) paper hard copies of all plans.

Applicant Signature:  Date: 9/22/22



City of Willow Park Development Services Department

Applicant: Please complete the following

For Office Use Only

ITEM	INITIAL	SITE PLAN REQUIREMENTS	For Office Use Only		
			N/A	COMPLETE	MISSING
1	x	Site boundary is indicated by a heavy solid line intermittent with 2 dash lines, dimensioned with bearings and distances; Indicate and label lot lines, setback lines, and distance to the nearest cross street.			
2	x	Site location/vicinity map clearly showing the location of the subject property with cross streets is provided. Indicate scale or NTS and provide north arrow.			
3	x	A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.			
4	x	A written and bar scale is provided. 1"=200' unless previously approved by staff			
5	x	A title block is in the lower right corner that includes large, boldly printed "SITE PLAN", owner and engineer's names, addresses and phone numbers, subdivision name, lot number/s, block number or letter.			
6	n/a	Tree masses are clouded with accurate canopy widths shown to determine critical root zone where located within close proximity to existing or proposed pavement.			
7	n/a	Flood plain boundary is shown and indicates F.I.R.M. Community panel number and date, and flow line of drainage ways and creeks, as applicable.			
8	x	Existing topography lines are shown and proposed contours are shown by a medium weight solid line. Topography is shown at minimum five (5) foot contours referenced to sea level city datum. Spot elevations and additional contours may be required in certain areas depending on topography.			
9	x	Accurately located, labeled and dimensioned footprint of proposed structure(s).			
10	n/a	Accurately located, labeled and dimensioned footprint of existing structure(s) to remain is/are shown by a heavy dashed line.			
11	n/a	Accurately located and labeled footprint of structure(s) proposed for demolition is/are shown by a light dashed line. Structures to be demolished are clearly labeled/ identified.			
12	x	Accurately located footprint of nonresidential structure(s) on abutting properties is/are shown by a light, solid line.			
13	x	Adjacent property lines within 200 feet of the subject property lines are shown by a light dashed line.			
14	x	Adjacent zoning and land use (e.g. bank with drive-thru, office building, undeveloped etc.) within 200 feet of the property line is indicated.			
15	x	Adjacent property owner(s), or subdivision name, with lot, block and recording information, is shown.			
16	n/a	Finished floor elevation of existing and/or proposed structures is referenced to sea level datum.			
17	x	Full width of streets and alley rights-of-way with centerlines and backs of curbs or paving edges within 200 feet of the property line are dimensioned and street name or use is labeled.			



City of Willow Park Development Services Department

18		<p>Driveways within 200 feet of the property line:</p> <p><u> x </u> a. Are accurately located and dimensioned.</p> <p><u> x </u> b. Distances to the nearest on-site driveway and/or off-site driveway is accurately located and dimensioned as measured from the centerlines.</p> <p><u> x </u> c. Distance to the nearest street is shown as measured from the end of curb-return radius of the adjacent street to the driveway centerline.</p> <p><u> x </u> d. Typical radii are shown.</p>			
19	n/a	Drive-thru lanes, menu board location, pick-up window/s, maneuvering area, stacking lanes and escape lanes are indicated and dimensioned.			
20	n/a	Sidewalks and barrier-free ramps (BFR) within 200 feet of and on the subject property are shown, dimensioned and labeled.			
21		<p>Off-site streets and roads:</p> <p><u> n/a </u> a. Existing and proposed roadways with medians and median openings adjacent to and within 200 feet of the project site are shown and dimensioned.</p> <p><u> n/a </u> b. Medians, median openings with associated left- turn lanes, continuous left turn lanes, transition and stacking lengths are shown and dimensioned within 200 feet of the project site.</p> <p><u> n/a </u> c. Existing, proposed, and required acceleration/deceleration lanes within 200 feet of the project site are shown dimensioned, stacking length indicated, and right-of-way dedication is indicated as applicable.</p> <p><u> n/a </u> d.. Distance to the nearest signalized intersection is indicated</p>			
22	x	All parking spaces are shown, group numbered, and typical dimensions are provided. Indicate required two-foot overhang, as applicable.			
23	x	Handicapped parking spaces and barrier-free access points are shown, dimensioned, and labeled.			
24	x	Loading and maneuvering areas are indicated, labeled, and dimensioned. Loading area screening method is indicated and labeled.			
25	x	Dumpster and/or compactor locations and screening methods are shown. Indicate screening materials and height for all sides. Screening material is to match structure façade with enclosure having solid metal gates. Specs and sketch available from staff.			
26	x	Paving materials, boundaries and type are indicated.			
27	x	Access easements are accurately located/ tied down, labeled and dimensioned.			
28	n/a	Off-site parking is shown and dimensioned from the off-site parking area to the structure or use as applicable. A parking easement or shared parking agreement is required and is provided in draft format.			
29	x	Fire lanes are shown and dimensioned at a minimum of 24 feet in width, with internal radii of not less than 20 feet. Label and use an approximate 20 percent shade for fire lanes to differentiate from other paving. Ensure that required labeling and dimensioning is readable through shading.			
30	x	Proposed dedications and reservations of land for public use including, but not limited to, rights-of way, easements, park land, open space, drainage ways, floodplains and facility sites are accurately located, dimensioned and labeled.			
31	n/a	Screening walls are shown with dimensions and materials. An inset is provided that shows the wall			



City of Willow Park Development Services Department

		details and column placement as applicable. Plans for masonry walls are to be signed and sealed by a structural engineer and approved by the City Engineer. Channeled or slip-panel/pre-cast walls are prohibited.			
32	n/a	The location of living screens are shown and labeled. Details of a living screen are provided on the Landscape Plan Indicating plant species/name, height at planting, and spacing.			
33	n/a	A lighting plan that shows location by fixture type is included. A lighting data chart is used to reference fixture type (i.e. pole or wall pack) and height. No lighting source (i.e. bulb, reflector, etc.) is allowed to be visible from an adjacent property or public street.			
34	x	Existing and proposed water and sanitary sewer lines, storm sewer pipe, with sizes, valves, fire hydrants, manholes, and other utility structures on-site or immediately adjacent to the site are shown and labeled.			
35	n/a	Boundaries of detention areas are located. Indicate above and/or below ground detention.			
36	x	Details of construction materials and architecture are shown on required Building Elevation/Facade Plan. Color, type and texture to match Zoning requirements.			
37	n/a	Communication towers are shown and a fall distance/collapse zone is indicated.			
38	x	Provide Site Data Table that references distinct numbers for each lot and all building (existing and proposed) that includes, if applicable			
39	x	Explain in detail the proposed use(s) for each structure Retail boat sales & service			
40	x	Total lot area less building footprint (by square feet): Square footage of building: Building height (stories and feet) Number of Units per Acre (apartments only):			
41	x	Parking required by use with applicable parking ratios indicated for each use: Parking Provided Indicated: Handicap parking as required per COWP ordinance and TAS/ADA requirements:			
42		Provide service verification from all utility providers			
43	x	List any variance requested for this property, dates, and approving authority			
44	x	Provide storm water and drainage study and design			
45		Proposed domestic water usage (gallons per day, month, and year)			
46	n/a	Are any irrigation wells proposed?			
47	x	Applicant has received Landscaping Ordinance and requirements			
48		Applicant must submit eight (8) hard copies, 18" x 24", and one (1) digital (.pdf) copy of the Site Plan for Board review			
49		Applicant must submit eight (8) hard copies, 18" x 24", and one (1) digital (.pdf) copy of all Annexations, Final Plants and/or other Site Plans for Board review			



City of Willow Park Development Services Department

Storm Water Pollution Program (Construction Sites One Acre and Greater Only)

- a. A signed SWPPP: (if required) Please submit during the site plan review process or prior to the issuance of any building permit(s)
- b. Copy of site plan with illustrations and descriptions of all proposed Best Management Practices (BPMs)
- c. Estimated dates of major grading activities
- d. Estimated date work may cease temporarily or permanently on any portion of the site
- f. Copy of signed and certified Notice of Intent (NOI) from permitting (TCEQ)
- g. Copy of construction Site Notice from TCEQ

TXDOT PERMITS (if applicable)

The following forms will be reviewed by the different departments along with the site plan. Please complete all "APPLICANT QUESTIONS" on the continuing pages.



City of Willow Park Development Services Department

Site Plan Engineering Review

Applicant Questions:

Total gross lot area of the development: 3.0 Acres sq. ft.

Area of lot covered with structures and impervious surfaces: 101,800 sq. ft.

Total number of structures: 1 Total number of habitable structures: 0

Square footage of each building: 17,700 sq. ft. _____ sq. ft. _____ sq. ft.

Proposed use for each structure:

Retail boat sales & service

Building stories: 1

Building height: 25.5' ft.

Total number of parking spaces: 83

Number of handicap spaces: 2

Does the site include any storm water retention or detention? Yes No

Does the project include any engineered alternatives from code requirements? Yes No

Staff Review: *(for official use only)*

Does the proposed project pose any engineering concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Engineering Approval Signature: _____ Date: _____



City of Willow Park Development Services Department

Site Plan Building Official Review

Applicant Questions:

Front building setback: _____ ft. Rear building setback: _____ ft.

Side building setback: _____ ft. Side building setback: _____ ft.

Does the site include any utility/electric/gas/water/sewer easements? Yes No

Does the site include any drainage easements? Yes No

Does the site include any roadway/through fare easements? Yes No

Staff Review: *(for official use only)*

Does the site plan include all the required designations? Yes No

Are the setbacks for the building sufficient? Yes No

Are there any easement conflicts? Yes No

Does the proposed project pose any planning concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature: _____ Date: _____



City of Willow Park Development Services Department

Site Plan Fire Review

Applicant Questions:

- Will the building have a fire alarm? Yes No
- Will the building have a fire sprinkler/suppression system? Yes No
- Is the building taller than two-stories? Yes No
- If yes, how many stories? _____
- Will the project require installation of a new fire hydrant? Yes No
- If yes, how many fire hydrants? 1
- What is the size of the proposed fire connections? 4"

Staff Review: *(for official use only)*

- Does the proposed project include the sufficient fire connections? Yes No
- Is the proposed project an adequate distance to a fire hydrant? Yes No
- Does the project have the minimum 24' hard surface? Yes No
- Is the fire lane appropriate? Yes No
- Does the site have the proper turning radius? Yes No
- Does the proposed project pose any safety concerns? Yes No

Does the proposed project require any additional fire services? Yes No

Approved

Not Approved

Needs More Information or Corrections

Fire Department Approval Signature: _____ Date: _____



City of Willow Park Development Services Department

Site Plan Landscaping Review

Applicant Questions:

Total gross lot area of the development: 130,680 sq. ft.

Area of lot covered with structures and impervious surfaces: 101,800 sq. ft.

Percentage of lot covered with structures and impervious surfaces: 77.9 %

Area of green space/landscaped areas: 28,880 sq. ft.

Percentage of green space/landscaped areas: 22.1 %

Total number of parking spaces: 83

Does the site include any vegetative erosion or storm water control? Yes No

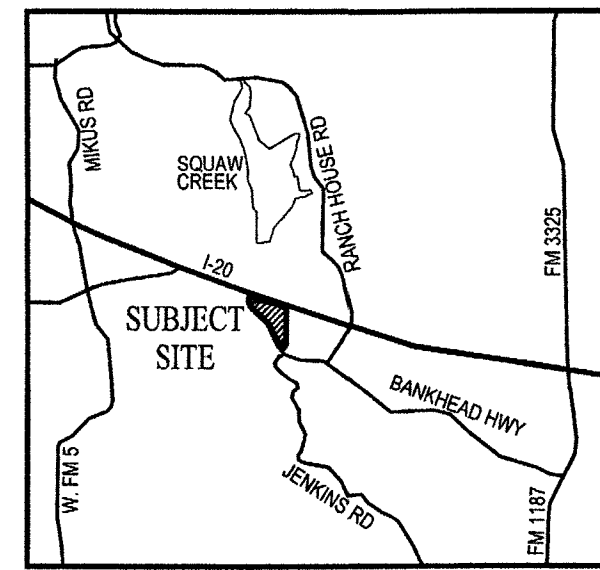
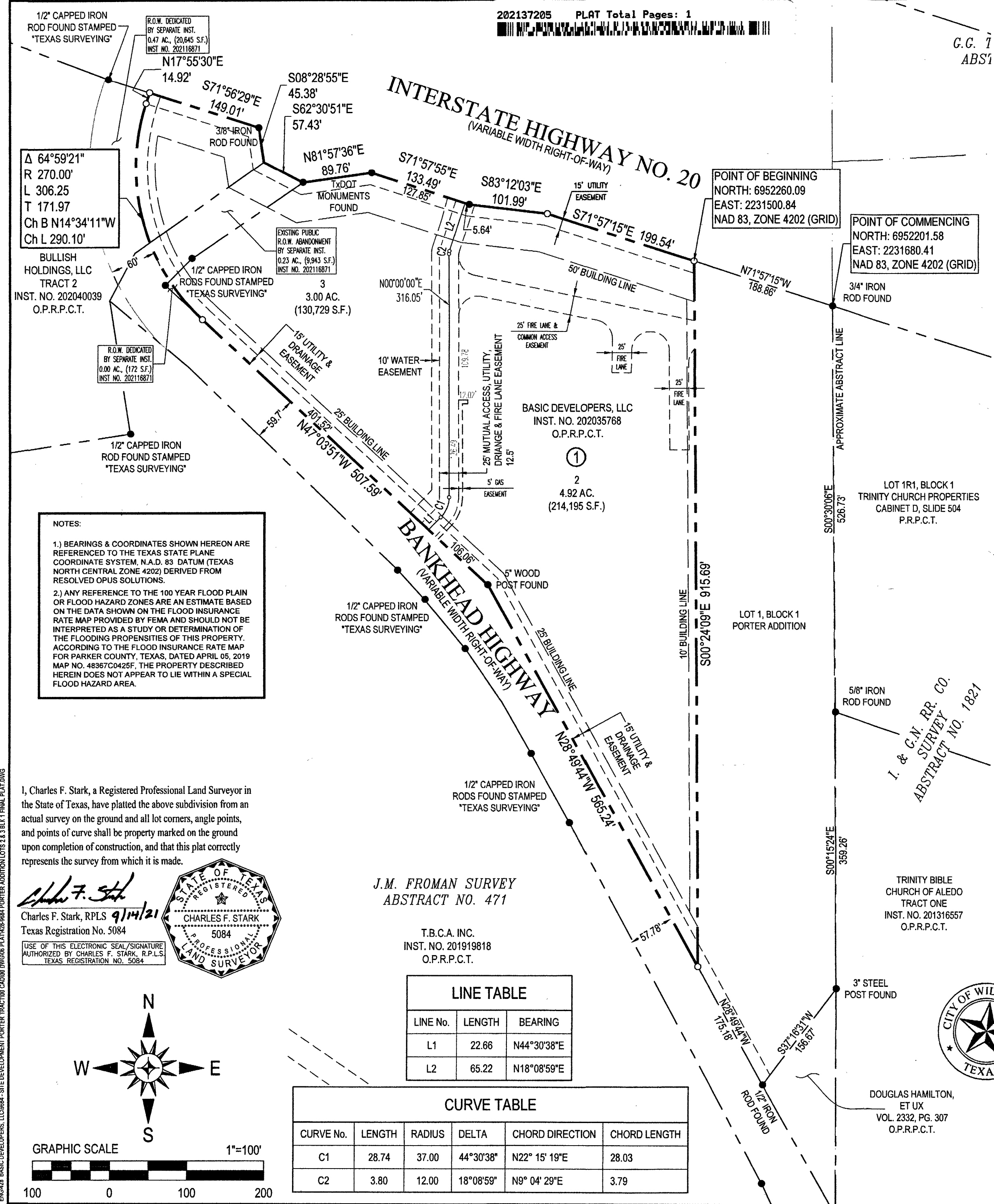
Staff Review: (for official use only)

Does the proposed project pose any landscaping concerns? Yes No

Approved Not Approved Needs More Information or Corrections

Landscaping Approval Signature: _____ Date: _____

202137205 PLAT Total Pages: 1



NOTE:

- OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET / FOUND STAMPED C.F. STARK, RPLS 5084
- SOLID CIRCLE INDICATES CONTROL MONUMENT FOUND AS LABELED

LEGAL DESCRIPTION

BEING 7.918 acres situated in the J.M. FROMAN SURVEY, Abstract No. 471, Parker County, Texas, being all of that certain tract of land described in deed to Basic Developers, LLC., recorded in Instrument Number 202035768, Official Public Records, Parker County, Texas, and a portion of the existing Right-of-Way of Bankhead Highway, being more particularly described as follows:

COMMENCING at a 3/4" iron rod found in the southwesterly line of Interstate Highway No. 20 (a variable width Right-of-Way), at the northeast corner of said Basic Developers, LLC, tract, also being the northwest corner of Lot 1R1, Block 1, TRINITY CHURCH PROPERTIES, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 504, Plat Records, Parker County, Texas, said BEGINNING and northeast corner of the herein described tract, said BEGINNING POINT having a NAD 83, Zone 4202 (Grid) coordinate value of NORTH: 6952201.58 and EAST: 2231680.41, for reference;

THENCE N 71°57'15" E, along the southwesterly line of said Interstate Highway No. 20, a distance of 188.86 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the POINT OF BEGINNING and northeast corner of the herein described tract, said BEGINNING POINT having a NAD 83, Zone 4202 (Grid) coordinate value of NORTH: 6952201.58 and EAST: 2231680.41, for reference;

THENCE S 00°24'09" E, leaving the southwesterly line of said Interstate Highway No. 20, being across and through said Basic Developers, LLC, tract, a distance of 915.69 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the northeasterly line of Bankhead Highway (a variable width Right-of-Way);

THENCE along the northeasterly line of said Bankhead Highway, as follows:
 N 28°49'44" W, a distance of 565.24 feet to a 5" wood post found;
 N 47°03'51" W, a distance of 507.59 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the right, whose radius is 270.00 feet and whose long chord bears N 14°34'11" W, a chord distance of 290.10 feet;

THENCE leaving the northeasterly line of said Bankhead Highway, along said curve in a northwesterly direction, crossing the southeasterly and northwesterly lines of said Bankhead Highway, through a central angle of 64°59'21", an arc distance of 306.25 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";

THENCE N 17°55'30" E, a distance of 14.92 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the southwesterly line of said Interstate Highway No. 20;

THENCE along the southwesterly line of said Interstate Highway No. 20, as follows:
 S 71°56'29" E, a distance of 149.01 feet to a 3/8" iron rod found;
 S 08°28'55" E, a distance of 45.38 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";
 S 62°30'51" E, a distance of 57.43 feet to a Texas Department of Transportation monument found;
 N 81°57'36" E, a distance of 89.76 feet to a Texas Department of Transportation monument found;
 S 71°57'55" E, a distance of 133.49 feet to a Texas Department of Transportation monument found;
 S 83°12'03" E, a distance of 101.99 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084";
 S 71°57'15" E, a distance of 199.54 feet to the POINT OF BEGINNING and containing 7.918 acres (344,924 square feet) of land, more or less.

OWNER DEDICATION:
 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Basic Developers, LLC, being the owners of the above described tract of land does hereby certify and adopt this plat designating the hereinabove described property as Lots 2 and 3, Block 1 PORTER ADDITION, an Addition to the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use forever, the streets, easements, and encumbrances shown hereon.

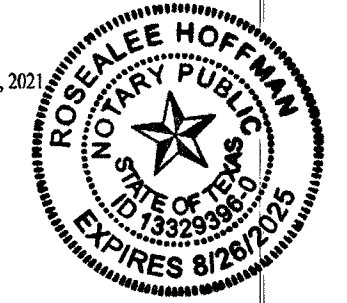
- Basic Developers, LLC herein certifies the following:
- The public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
 - The easements, streets, and public use areas, as shown, are dedicated to the public use forever for the purposes indicated or shown on this plat.
 - No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City.
 - The City 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 the public utilities being subordinate to the public's and the City's use thereof.
 - The City and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or public use in the easements.
 - The City and public utilities shall at all times have a right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems or public use without the necessity of procuring permission from anyone.
 - Any modification of this document shall be by means of plat and shall be approved by the City.

This plat is approved subject to the conditions herein and to all platting ordinances, rules, regulations and resolutions of the City of Willow Park, Texas.

This plat is approved subject to the conditions herein and to all platting ordinances, rules, regulations and resolutions of the City of Willow Park, Texas.
 Witness my hand this 14th day of SEPTEMBER, 2021.

Basic Developers, LLC
 Rex Ramsey

STATE OF TEXAS
 COUNTY OF PARKER
 Before me, the undersigned authority, on this day appeared Rex Ramsey, known to me to be the person whose name is subscribed to the foregoing instrument.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE
 On the 14 day of September, 2021.
 Notary Public in and for the State of Texas



APPROVED BY CITY OF WILLOW PARK
 APPROVED BY: [Signature] 9/14/21
 CITY COUNCIL
 CITY OF WILLOW PARK
 SIGNED: [Signature] 9/14/21
 ATTEST: [Signature] 9/14/21
 CITY SECRETARY

COUNTY CLERK STAMP
FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 Lila Deakle
 202137205
 09/21/2021 03:10 PM
 Fee: 75.00
 Lila Deakle, County Clerk
 Parker County, Texas
 PLAT

Final Plat
 Lots 2 and 3, Block 1
PORTER ADDITION
 An Addition to the City of Willow Park, Parker County, Texas

Being 7.918 Acres Situated in the
 J.M. FROMAN SURVEY, Abstract No. 471
 City of Willow Park, Parker County, Texas

NOTES:

- BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.
- ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, TEXAS, DATED APRIL 05, 2019 MAP NO. 48367C0425F, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

I, Charles F. Stark, a Registered Professional Land Surveyor in the State of Texas, have platted the above subdivision from an actual survey on the ground and all lot corners, angle points, and points of curve shall be property marked on the ground upon completion of construction, and that this plat correctly represents the survey from which it is made.

Charles F. Stark, RPLS 9/14/21
 Texas Registration No. 5084
 USE OF THIS ELECTRONIC SEAL/SIGNATURE AUTHORIZED BY CHARLES F. STARK, R.P.L.S. TEXAS REGISTRATION NO. 5084

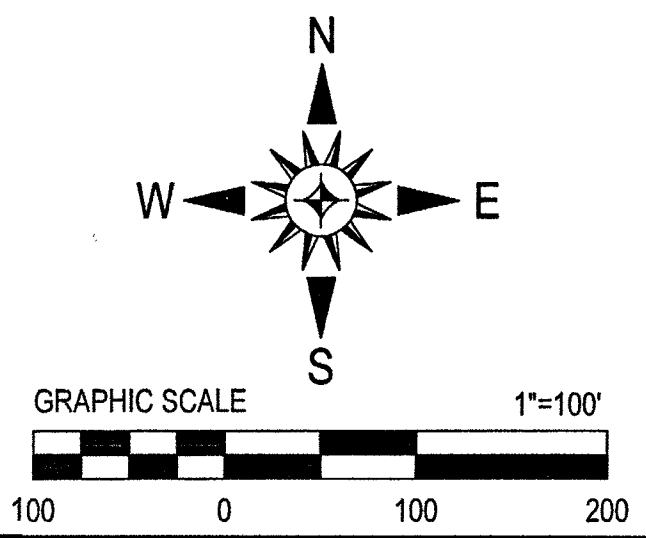


J.M. FROMAN SURVEY
 ABSTRACT NO. 471

T.B.C.A. INC.
 INST. NO. 201919818
 O.P.R.P.C.T.

LINE TABLE		
LINE No.	LENGTH	BEARING
L1	22.66	N44°30'38"E
L2	65.22	N18°08'59"E

CURVE TABLE					
CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	28.74	37.00	44°30'38"	N22° 15' 19"E	28.03
C2	3.80	12.00	18°08'59"	N9° 04' 29"E	3.79

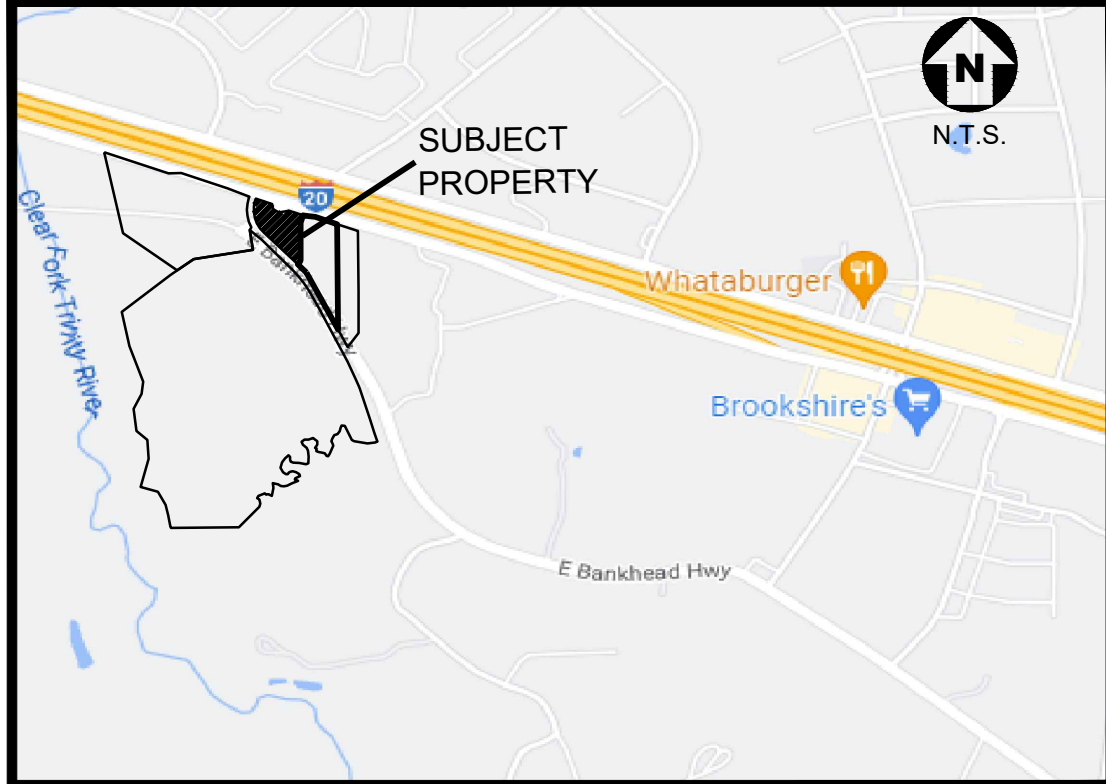


Barron-Stark
 Engineers

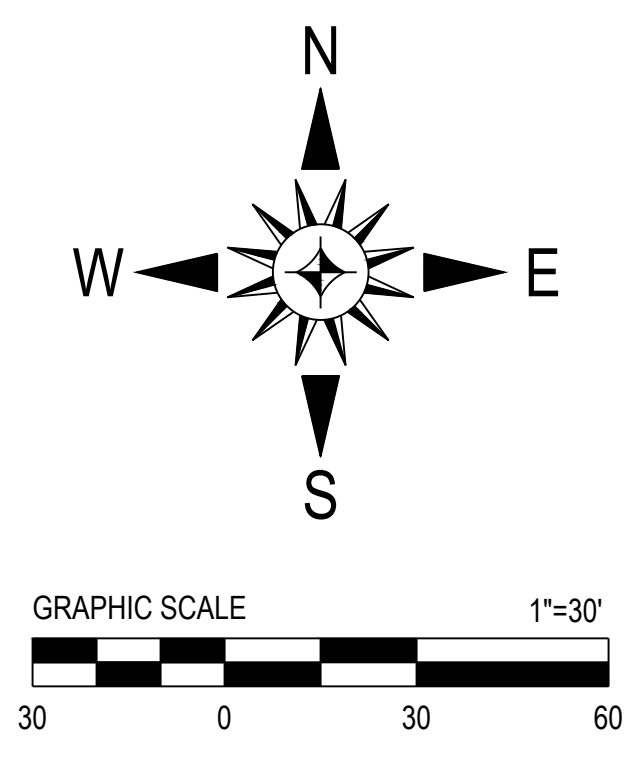
6221 Southwest Boulevard, Suite 100
 Fort Worth, Texas 76132
 (O) 817.231.8100 (F) 817.231.8144
 Texas Registered Engineering Firm F-10998
 Texas Registered Survey Firm F-10158800
 www.barronstark.com

OWNER:
 BASIC DEVELOPERS, LLC
 206 E. US HIGHWAY 80
 FORNEY, TX 75126

FILED FOR RECORD
 PARKER COUNTY, TEXAS PLAT RECORD
 CABINET **F**, SLIDE **54**
 DATE **9/21/2021**



LOCATION MAP



SITE PLAN DATA TABLE	
ACREAGE	3.00 ACRES
EXISTING ZONING	COMMERCIAL
PROPOSED USE	BOAT DEALERSHIP
PROPOSED STRUCTURES	1 - STORY COMM. - PRIMARY STRUCT. 46' HEIGHT - STORAGE TOWER
F.A.R.	13.54%
PERCENT IMPERVIOUS	77.9%
PARKING REQUIRED	OFFICE USE: 7,550 S.F./200 = 38 MAINTENANCE SHOP - MAX. SHIFT = 15 PEOPLE X 1.5 TOTAL REQ. SPACES: 61
PARKING PROVIDED	83 (INCLUDES 2 HC)
OPEN SPACE	22.1%

Δ 64°59'21"
R 270.00'
L 306.25
T 171.97
Ch B N14°34'11"W
Ch L 290.10'

Δ 18°08'59"
R 12.00'
L 3.80
T 1.92
Ch B N09°04'29"E
Ch L 3.79'

Δ 44°30'38"
R 37.00'
L 28.74
T 15.14
Ch B N22°15'19"E
Ch L 28.03'

GENERAL NOTES:

- ALL RADII SHOWN ARE TO THE BACK OF CURB.
- ALL BACK OF CURB RADII ARE 3"-0" UNLESS NOTED OTHERWISE.
- ALL HANDICAP PARKING SPACES ARE VAN ACCESSIBLE AND SHALL MEET TAS/ADA REGULATIONS.
- DUMPSTER ENCLOSURE IS MASONRY, A MINIMUM OF 6' HIGH WITH 8" CONCRETE PAVING AT 3,000 PSI.
- ALL FIRE LANE PAVING SHALL BE 6" CONCRETE AT 3,600 PSI.
- ALL PARKING PAVING SHALL BE 5" CONCRETE AT 3,600 PSI W/ CURB & GUTTER.
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE ON PLAN.

LOT 1, BLOCK 2
PORTER ADDITION
CABINET F, SLIDE 310

BULLISH HOLDINGS, LLC
TRACT 2
INST. NO. 202040039
O.P.R.P.C.T.

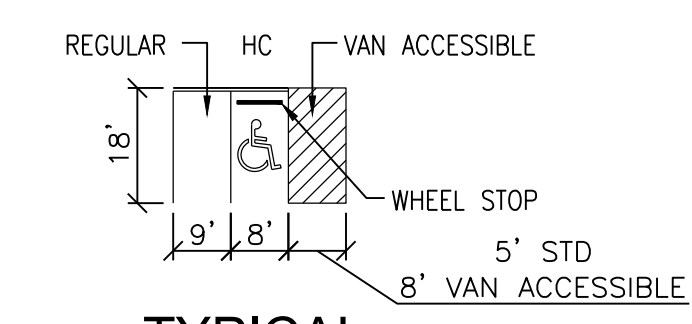
LOT 2, BLOCK 1
PORTER ADDITION
CABINET F, SLIDE 54

BASIC DEVELOPERS, LLC
INST. NO. 202035768
O.P.R.P.C.T.

T.B.C.A. INC.
INST. NO. 201919818
O.P.R.P.C.T.

APPLICANT
MKB HOLDINGS, LLC
32 MARKET AVE SW, SUITE 200
GRAND RAPIDS, MI. 49503
(616) 430-8160

ACCORDING TO THE U.S. DEPT. OF
HOUSING AND URBAN DEVELOPMENT
F.I.R.M. COMMUNITY PANEL NO.
48367C0425F, THIS PROPERTY DOES
NOT LIE IN A 100-YR FLOODPLAIN
LOMR 20-06-0011P



TYPICAL PARKING LAYOUT

SYMBOL	DESCRIPTION
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING MANHOLE
	EXISTING LIGHT POLE
	PROPOSED WATER VALVE
	PROPOSED WATER REDUCER
	PROPOSED FIRE HYDRANT
	PROPOSED WATER METER
	PROPOSED MANHOLE
	PROPOSED LIGHT POLE
	PROPOSED SIDEWALK
	PROPOSED FIRE LANE PAVING
	PROPOSED CONCRETE PAVING

USER: JARBREEL_GRAHAM
PLOTTED ON: 9/27/2022 11:24 AM
FILE NAME: N:\BARON\BARRON-STARK-SHIRT_ENC\495 - 08094 CONSTRUCTION 10066 - TOMMY'S BOATS WILLOW PARK\00 CAD\00 DWG\495-10066_CX.X SITE PLAN.DWG

NO.	REVISIONS	DESCRIPTION	DATE

6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10989
Texas Registered Survey Firm F-10158800
www.barronstark.com



FOR INTERIM REVIEW ONLY

NOT FOR BIDDING, PERMIT OR
CONSTRUCTION PURPOSES. PLANS
PREPARED BY CHARLES F. STARK, P.E.
REGISTRATION NO. 57357,
08-11-2022

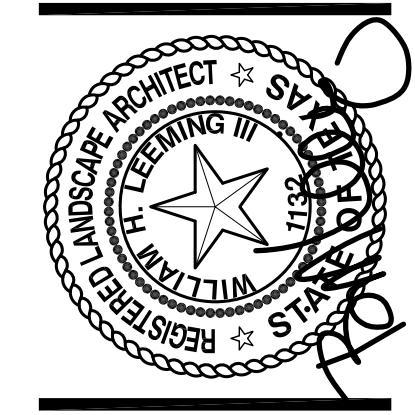
SITE PLAN
LOT 3, BLOCK 1 PORTER ADDITION
TOMMY'S BOATS
CITY OF WILLOW PARK
PARKER COUNTY, TEXAS

CLIENT No.	495
PROJECT No.	10066
DESIGN:	JRG
DRAWN:	JRG
CHECKED:	CFS
DATE:	SEPTEMBER 2022

SHEET
CX.X

appr. by:
drawn by:
date: 09-14-22

revisions
10-14-22



Leeming Design Group
Landscape Architecture
4913 Rutledge Drive, Suite 100-B, North Richland Hills, Texas 76180
(817) 577-6889 Fax (817) 577-6896
leemdesigngroup@leemdesign.com

LANDSCAPE PLAN

TOMMY'S BOATS
INTERSTATE 20 @ EAGLE DRIVE
WILLOW PARK, TEXAS

file name:
c:\WillowPark-TommysBoats\ldg-base_TommysBoats.dwg
sheet
L-1

REFERENCE SHEET L-2 FOR LANDSCAPE NOTES AND DETAILS

SUPPLEMENTAL AREA
4,584 SQFT
(0.11 AC)

SUPPLEMENTAL AREA
15,844 SQFT
(0.36 AC)

EAGLE DRIVE

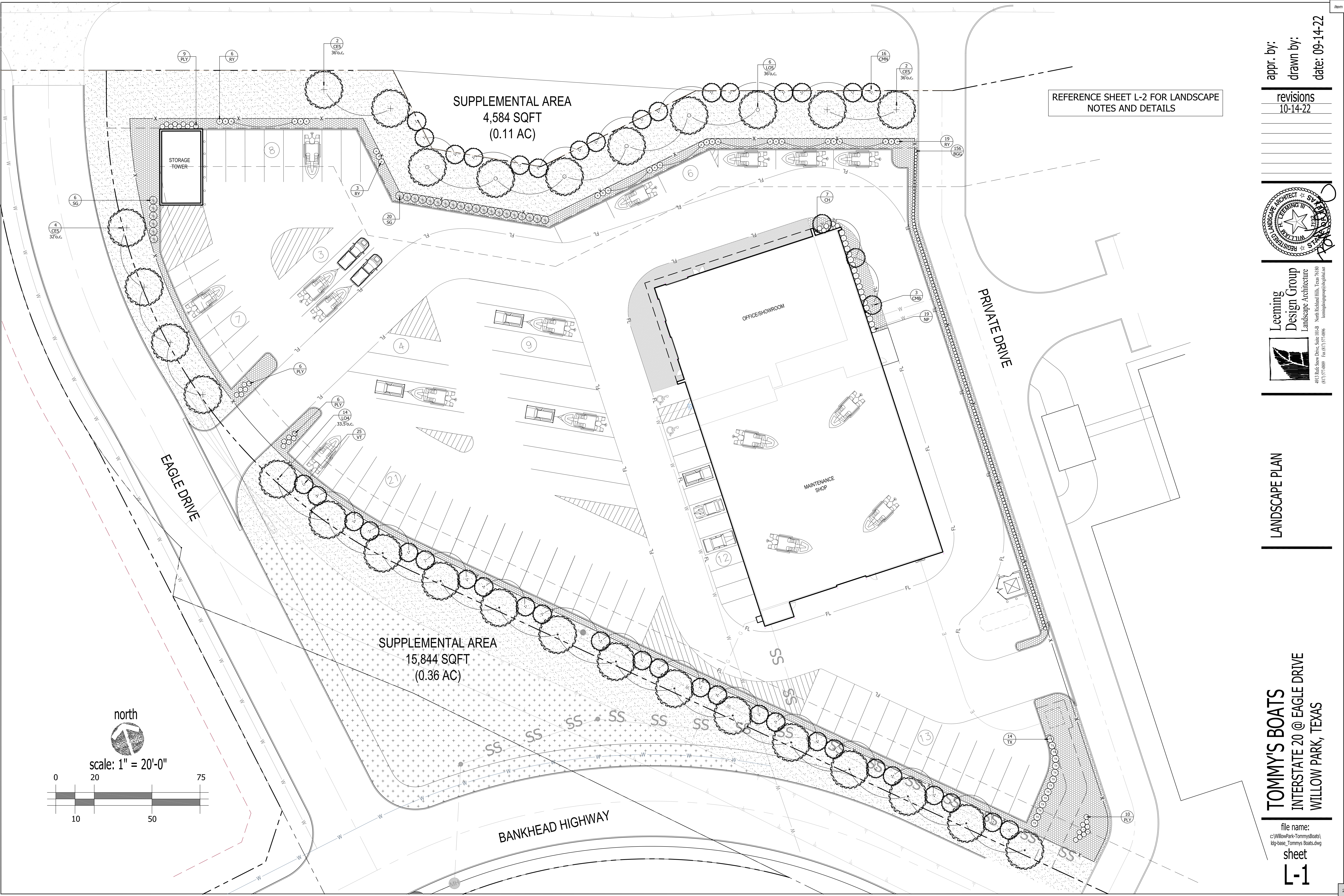
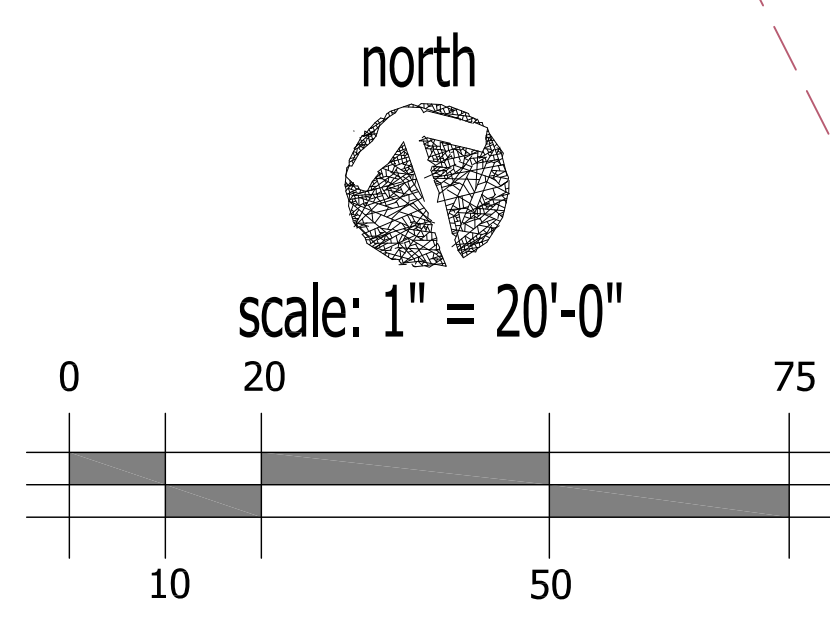
PRIVATE DRIVE

BANKHEAD HIGHWAY

STORAGE TOWER

OFFICE/SHOWROOM

MAINTENANCE SHOP



LANDSCAPE LEGEND

COMMON BERMUDA SOD (CYNODON DACTYLON)

COMMON BERMUDA HYDROMULCH (CYNODON DACTYLON)

RIVER ROCK (SEE NOTE BELOW)

SOD INSTALLATION NOTES:

- ALL SUBGRADE SHALL BE ACCEPTED AT ROUGH FINISH GRADE. IF ANY EXISTING VEGETATION IS EVIDENT, LANDSCAPE CONTRACTOR SHALL SPRAY AREA WITH BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION.
- AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION, STONES, CLOUDS AND DEBRIS.
- SOD SHALL BE VIGOROUS, WELL-ROOTED AND SHALL BE DELIVERED AT A UNIFORM SOIL THICKNESS.
- SOD SHALL BE LAID WITH ALTERNATING JOINTS.
- ALL SOD SHALL BE ROLLED TO CONSISTENT SURFACE, FILLING JOINTS WITH COARSE SAND AS REQUIRED.
- ALL SOD AREAS SHALL BE WATERED BY PERMANENT AUTOMATIC IRRIGATION SYSTEM.

HYDROMULCH INSTALLATION NOTES:

- ALL SUBGRADE SHALL BE ACCEPTED AT ROUGH FINISH GRADE. IF ANY EXISTING VEGETATION IS EVIDENT, LANDSCAPE CONTRACTOR SHALL SPRAY AREA WITH BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION.
- AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION, STONES, CLOUDS AND DEBRIS.
- SEED SHALL BE HULLED, TREATED LAWN-TYPE SEED, DELIVERED TO SITE IN ORIGINAL SEALED CONTAINERS. MINIMUM PURITY GERMINATION SHALL BE 90%.
- FERTILIZER SHALL BE COMPLETE FERTILIZER, DRT, FREE-FLOWING, AND BALANCED IN COMPOSITION, CONFORMING TO ALL STATE LAWS.
- ALL HYDROMULCH AREAS SHALL BE WATERED BY TEMPORARY MEASURES AS DETERMINED BY OWNER/LA AND CONTRACTOR TO ACHIEVE GERMINATION AND SUBSTANTIAL GROWTH THROUGH THREE (3) MOWINGS.

RIVER ROCK INSTALLATION NOTES:

- LANDSCAPE CONTRACTOR SHALL INSPECT RIVER ROCK AREAS FOR ANY EXISTING VEGETATION AND PROVIDE BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION.
- AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION.
- INSTALL FILTER FABRIC OVER ENTIRE AREA TO RECEIVE RIVER ROCK.
- PLACE MINIMUM FOUR (4) INCHES OF NEW MEXICO MEDIUM RIVER ROCK IN DESIGNATED AREAS.

PLANTLIST

SYM	MATERIAL	QNTY	SIZE	HT	SP	NOTES	SPACING
CES	CEDAR ELM	8	5" CAL.	14-16'	8-9'	NURSERY GROWN	
	ULMUS CRASSIFOLIA						
LO5	LIVE OAK	6	5" CAL.	14-16'	8-9'	NURSERY GROWN	
LO4	LIVE OAK	14	4" CAL.	12-14'	6-8'	NURSERY GROWN	
	QUERCUS VIRGINIANA						
CMN	CRAPE MYRTLE	16	30 GAL.	8-10'	4-5'	CONTAINER GROWN	
	LAGERSTROEMIA INDICA 'NATCHEZ'					MIN. 2" CALIPER	
CMB	CRAPE MYRTLE	3	30 GAL.	8-10'	4-5'	CONTAINER GROWN	
	LAGERSTROEMIA INDICA 'BASHAM PINK'					MIN. 2" CALIPER	
VT	VITEX	25	30 GAL.	8-10'	4-5'	CONTAINER GROWN	
	VITEX AGNUS-CASTUS					MIN. 2" CALIPER	
SG	SWITCHGRASS	26	5 GAL.	24"	18"	FULL	48"oc
	PANICUM VIRGATUM						
TX	TEXAS SAGE	14	5 GAL.	20"	18"	FULL	42"oc
	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'						
RY	RED YUCCA	28	5 GAL.	15"	20"	FULL	36"oc
	HESPERALOE PARVIFOLIA						
NP	NEEDLEPOINT HOLLY	19	5 GAL.	15"	15"	FULL	36"oc
	ILEX CORNUTA 'NEEDLEPOINT'						
PLY	PALE LEAF YUCCA	31	5 GAL.	12"	15"	FULL	30"oc
	YUCCA PALLIDA						
CH	CARISSA HOLLY	7	3 GAL.	12"	12"	FULL	30"oc
	ILEX CORNUTA 'CARISSA'						
BGG	BLUE GRAMA GRASS	156	1 GAL.	12"	10"	FULL	20"oc
	BOUTELOUA GRACILIS 'BLOND AMBITION'						

LANDSCAPE NOTES

- PLANT LIST FOR SHEET L-1 ONLY.
- PLANT LIST TO BE USED AS AIDE TO BIDDER ONLY. LANDSCAPE CONTRACTOR TO VERIFY ALL QUANTITIES.
- ALL BEDS SHALL BE ACCEPTED AT ROUGH FINISH GRADE. IF ANY EXISTING VEGETATION IS EVIDENT, LANDSCAPE CONTRACTOR SHALL SPRAY AREA WITH BROAD SPECTRUM HERBICIDE APPLICATION TO REMOVE ANY VEGETATION.
- AFTER APPROPRIATE TIME TO ENSURE A VEGETATION IS DEAD, TILL SUBGRADE AND RAKE SMOOTH, REMOVING ALL DEAD VEGETATION, STONES, CLOUDS AND DEBRIS.
- AFTER INSTALLATION OF STEEL EDGING, ALL BEDS SHALL BE TILLED TO A DEPTH OF 4-6", RAKING OUT ALL DEAD VEGETATION.
- APPLY A 2-3" DEPTH OF ORGANIC MATERIAL OVER ENTIRE BED AND TILL INTO EXISTING SOIL. ORGANIC MATERIAL SHALL BE ONE OF FOLLOWING:
 VITAL EARTH COMPOST
 BACK-TO-EARTH SOIL CONDITIONER
 LIVING EARTH COMPOST
 SOIL BUILDING SYSTEMS COMPOST
 SILVER CREEK MATERIALS COMPOST
- TOPDRESS ENTIRE BED WITH MINIMUM 2" DEPTH SHREDDED NATIVE CEDAR MULCH.
- ALL SHADE TREES AND ORNAMENTAL TREES SHALL BE PLANTED AS PER DETAILS ON THIS SHEET.
- ALL LANDSCAPE AREAS SHALL BE WATERED WITH AUTOMATIC IRRIGATION SYSTEM, COMPLETE WITH FREEZE SENSOR, RAIN STAT, AND CONTROLLER. SYSTEM SHALL BE DESIGNED TO UTILIZE WATER-SAVING TECHNIQUES AND EQUIPMENT. INSTALLATION OF SYSTEM SHALL BE MADE BY A FIRM DULY LICENSED UNDER ARTICLE NO. 8751 VTCs (LICENSED IRRIGATORS ACT), S.B. NO. 259.

CITY REQUIREMENTS

14.06.016 I-20 OVERLAY DISTRICT

14.06.016.g.
 (1) MIN. 5% LOT, N.I.C. BLDG., TO BE LANDSCAPE PHASE ONE
 130,724 sf - 14,9733 sf = 115,751 sf
 115,751 x 5% = 5,788 sf REQUIRED
 28,037 sf PROVIDED

(2)(A) THOROUGHFARE SHADE TREES - 1" PER 10 LF I-20 FRONTAGE
 $\frac{469'}{10'} = 46.9 = 47"$ SHADE TREES REQUIRED
 50" SHADE TREES PROVIDED
 (10 - 5" TREES)

(2)(A) THOROUGHFARE SHADE TREES - 1" PER 10 LF EAGLE DR./BANKHEAD HWY.
 $\frac{723'}{10'} = 72.3 = 73"$ SHADE TREES REQUIRED
 76" SHADE TREES PROVIDED
 (4 - 5" TREES & 14 - 4" TREES)

(2)(B) THOROUGHFARE ORNAMENTAL TREES - 1" PER 15 LF I-20 FRONTAGE
 $\frac{469'}{15'} = 31.3 = 32"$ ORNAMENTAL TREES REQUIRED
 32" ORNAMENTAL TREES PROVIDED
 (16 - 2" TREES)

(2)(B) THOROUGHFARE ORNAMENTAL TREES - 1" PER 15 LF EAGLE DR./BANKHEAD HWY.
 $\frac{723'}{15'} = 48.2 = 49"$ ORNAMENTAL TREES REQUIRED
 50" ORNAMENTAL TREES PROVIDED
 (25 - 2" TREES)

(3)(C)(i) 1 ORNAMENTAL TREE PER 50 LF ADJACENT TO BLDG.
 $\frac{70'}{50} = 1.4 = 2$ ORNAMENTAL TREES REQUIRED
 3 ORNAMENTAL TREES PROVIDED

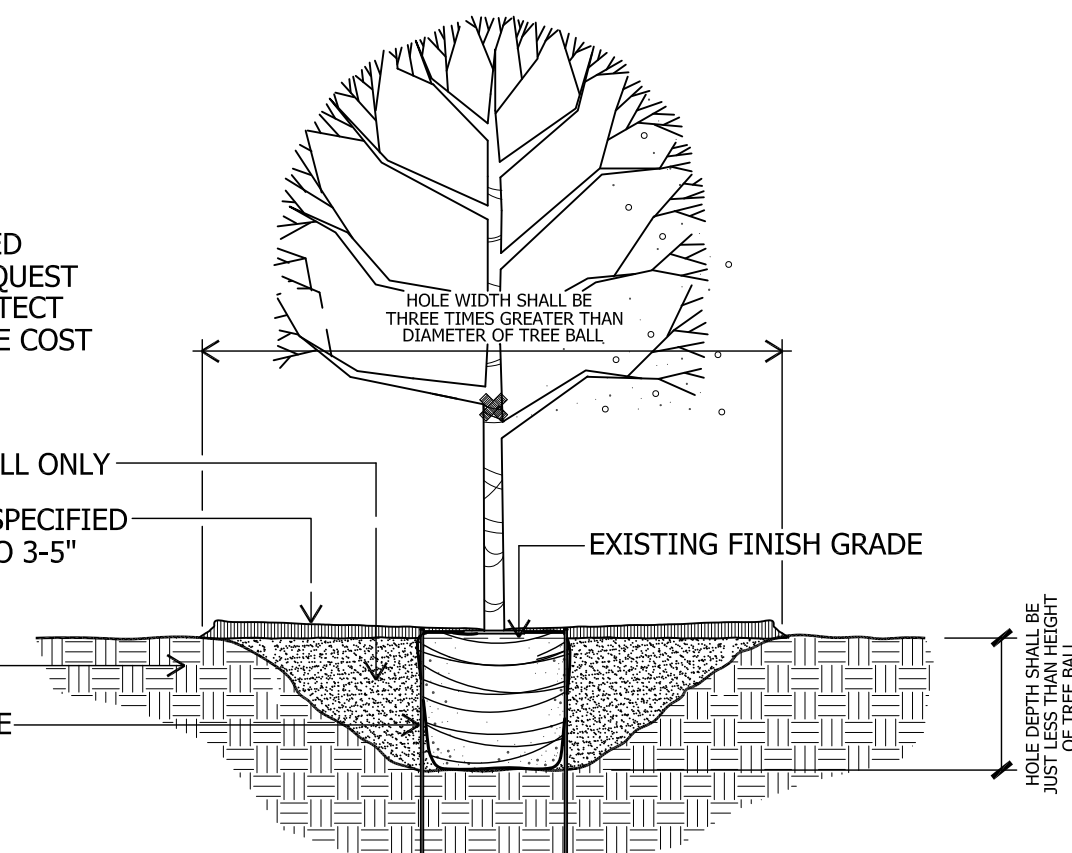
(3)(C)(ii) 1 SHRUB PER 5 LF ADJACENT TO BLDG.
 $\frac{70'}{5} = 14$ SHRUBS REQUIRED
 26 SHRUBS PROVIDED

DRENCH WITH COMPOST TEA OR GARRETT JUICE AT TIME OF INSTALLATION

TREE STAKING TO BE PROVIDED ONLY AS REQUIRED OR AT REQUEST OF OWNER/LANDSCAPE ARCHITECT AND REIMBURSED AT PER TREE COST

EXISTING NATIVE SOIL BACKFILL ONLY
 SHREDDED CEDAR MULCH AS SPECIFIED TAPER FROM 1/2" AT TRUNK TO 3-5" AT OUTSIDE EDGE TREE HOLE

UNDISTURBED SUBGRADE
 MODEL 65BG-NS BELOW-GRADE TREE STAKING AS MNFG. BY "TREE STAKE SOLUTIONS" (www.treestakesolutions.com)



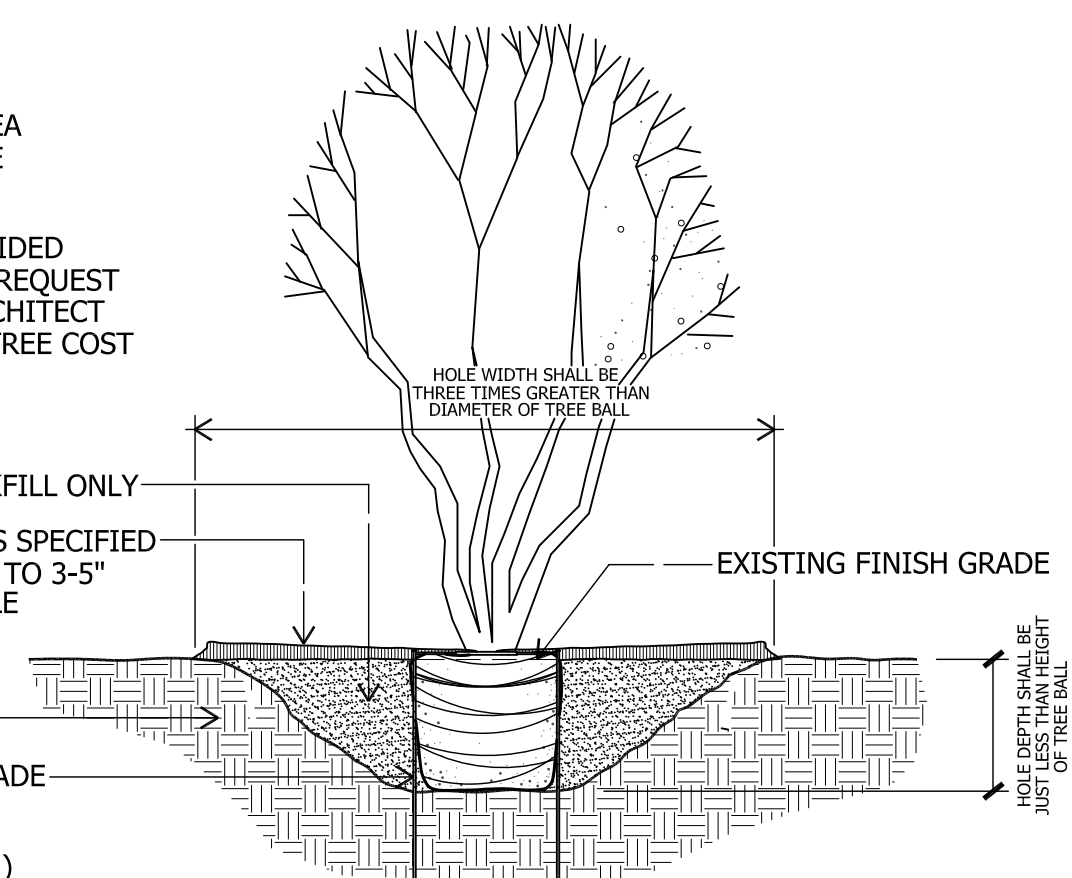
TREE PLANTING
 SHADE TREE - 3" CAL. and smaller
 not to scale

DRENCH WITH COMPOST TEA OR GARRETT JUICE AT TIME OF INSTALLATION

TREE STAKING TO BE PROVIDED ONLY AS REQUIRED OR AT REQUEST OF OWNER/LANDSCAPE ARCHITECT AND REIMBURSED AT PER TREE COST

EXISTING NATIVE SOIL BACKFILL ONLY
 SHREDDED CEDAR MULCH AS SPECIFIED TAPER FROM 1/2" AT TRUNK TO 3-5" AT OUTSIDE EDGE TREE HOLE

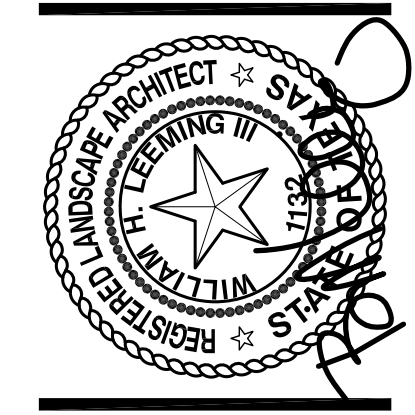
UNDISTURBED SUBGRADE
 MODEL 65BG-NS BELOW-GRADE TREE STAKING AS MNFG. BY "TREE STAKE SOLUTIONS" (www.treestakesolutions.com)



TREE PLANTING
 TYPICAL MULTI-TRUNK TREE
 not to scale

appr. by:
 drawn by:
 date: 09-14-22

revisions
 10-14-22



Leeming Design Group
 Landscape Architecture
 4913 Bark Show Drive, Suite 110-B North Richland Hills, Texas 76180
 (817) 577-0889 Fax (817) 577-0898
 leemdesigngroup@sigblue.net

LANDSCAPE NOTES & DETAILS

TOMMY'S BOATS
 INTERSTATE 20 @ EAGLE DRIVE
 WILLOW PARK, TEXAS

file name:
 c:\WillowPark-TommysBoats\ldg-base_Tommys Boats.dwg

sheet
L-2



City of Willow Park

Notice of Public Hearing

The City of Willow Park Planning and Zoning Commission will hold a public hearing on the matter listed below:

PUBLIC HEARING to Consider Special Use Permit regarding request to add Boat Dealership/Sales as an allowable use for Lot 3, Block 1; Porter Addition, currently zoned as Commercial/I-20 Overlay District in the City of Willow Park, Parker County, Texas.

Planning & Zoning Commission: Tuesday, October 18, 2022
Time: 6:00 PM

Revised Location: Willow Park Public Safety Building
101 Stagecoach Trail
Willow Park, TX 76087

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

The above notice was/will be posted on the bulletin board at the Municipal Complex at the City of Willow Park City Hall, Willow Park, Texas on/before October 14, 2022 by 5:00 p.m.

*Notice posted on Board
10/04/22*

P&Z Meeting – 10/18/22

PUBLIC HEARING to Consider Special Use Permit regarding request to add Boat Dealership/Sales as an allowable use for Lot 3, Block 1; Porter Addition, currently zoned as Commercial/I-20 Overlay District in the City of Willow Park, Parker County, Texas.

Notice of Public Hearing mailed to:

Bullish Holdings LLC
PO Box 1840
Aledo TX 76008

TBCA Inc
4954 E I20 Service Rd S
Weatherford TX 76087

Trinity Bible Church
4936 E I20 Service Rd S
Weatherford TX 76087

Basic Developers LLC
206 E US Hwy 80
Forney TX 75126

Date mailed: 9/29/22 10/04/22 - Revised
By: AF AF mtg location



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: November 15, 2022	Department: Planning & Development	Presented By: Betty Chew
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AGENDA ITEM:

Consideration & Action: Request by Basic Developers, LLC to abandon a 0.36 acre right-of-way of Bankhead Highway adjacent to Lot 3, Block 1, Porter Addition, in the City of Willow Park, Parker County, Texas.

BACKGROUND:

In April 2021, right-of-way was dedicated with the plat of Porter Addition for the extension of Bankhead Highway. Subsequent to this right-of-way dedication, right-of-way was dedicated for Eagle Drive with a realignment of Bankhead Highway. This has created (0.36 acres) surplus right-of-way.

The owner of Lot 3, Block 1, Porter Addition (Basic Developers, LLC) is requesting the City abandon this Bankhead Highway right-of-way. They will replat Lot 3, Block 1, to incorporate the additional acreage.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends abandoning 0.36 acre Bankhead Highway right-of-way and conveying it to Basic Developers, LLC.

EXHIBITS:

- Property Owner Letter
- Survey Exhibit
- Ordinance No. _____

RECOMMENDED MOTION:

Approval and recommendation of the City Council to vacate and abandon right-of-way property, as presented, and replat said property.



October 26, 2022

Honorable Mayor & City Council
City of Willow Park
519 Ranch House Road
Willow Park, TX 76088

Re: Request for Release of Surplus Right-of-Way
Old Bankhead Highway at Porter Addition

Mayor & Council:

Please accept this letter as the formal request of Basic Developer's, the adjoining property owner, for release of surplus public right-of-way adjacent to Lot 3, Block 1, Porter Addition. This surplus right-of-way is a result of the recent construction of Eagle Drive and the realignment of Bankhead Highway subsequent to the platting of Block 1 Porter Addition.

Attached is a legal description and exhibit of the 0.36 acres which is the subject of this request.

The City of Willow Park is currently reviewing a site plan and SUP submittal for Tommy's Boats on Lot 3, Block 1 of Porter Addition. If this request will in any way interfere with the processing of the site plan and SUP, this request should be delayed until Council has acted on the SUP and site plan request. We believe, however, the requests are complimentary and should not interfere with each other. We recognize that if this release of right-of-way is granted, it will trigger the following two requirements:

- A replat of Lot 3, Block 1, Porter Addition to incorporate the additional acreage.
- Submittal of an amended Site Plan for Tommy's Boats depicting the additional acreage.

Both of these will be presented concurrently with the civil construction drawings for the Tommy's Boats project to be constructed on Lot 3, Block 1.

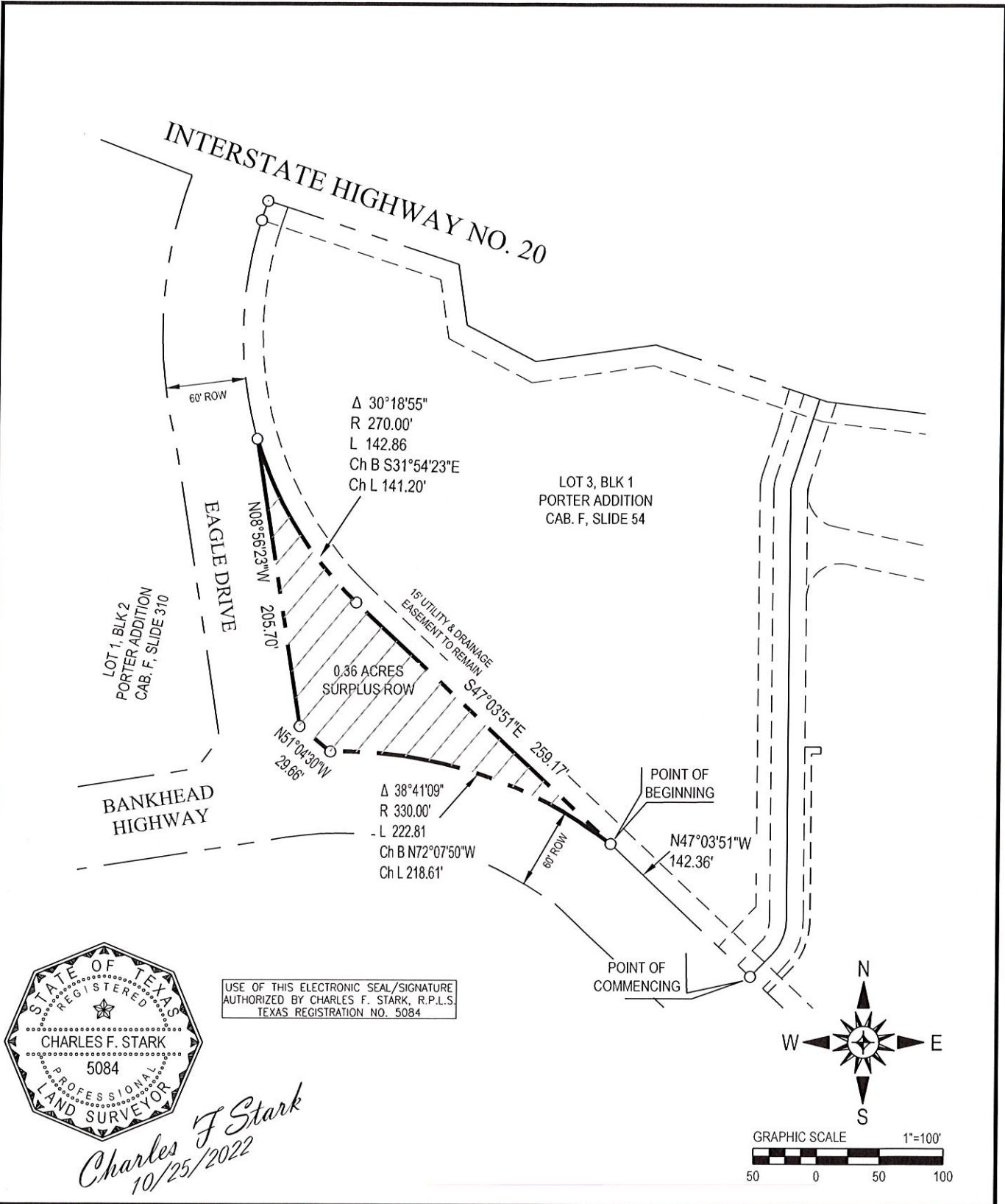
We request this item be placed on the next available Council agenda for consideration. Please feel free to contact me directly with any questions.

Sincerely,

BARRON-STARK ENGINEERS, LP

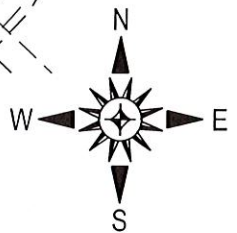
Chuck Stark, PE, RPLS
Managing Principal

6221 Southwest Boulevard, Suite 100, Fort Worth, Texas 76132
817-231-8100 * 817-231-8144 (fax)
Texas Engineering Firm F-10998 * Texas Surveying Firm #10158800



USE OF THIS ELECTRONIC SEAL/SIGNATURE AUTHORIZED BY CHARLES F. STARK, R.P.L.S. TEXAS REGISTRATION NO. 5084

Charles F Stark
 10/25/2022



B
Barron-Stark
 Engineers

6221 Southwest Boulevard, Suite 100
 Fort Worth, Texas 76132
 (O) 817.231.6100 (F) 817.231.8144
 Texas Registered Engineering Firm F-10998
 Texas Registered Survey Firm F-10158800
 www.barronstark.com

SURPLUS RIGHT-OF-WAY EXHIBIT
 J.M. FROMAN SURVEY, Abstract No. 471,
 City of Willow Park, Parker County, Texas

PROJECT No.	495-10066
DATE:	OCTOBER 2022
SHEET	
1 of 1	

CITY OF WILLOW PARK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING THAT CERTAIN 0.36 ACRE BANKHEAD HIGHWAY RIGHT-OF-WAY, ADJACENT TO LOT 3, BLOCK 1, PORTER ADDITION; PROVIDING FOR THE TERMS AND CONDITIONS OF ABANDONMENT; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of Lot 3, Block 1, Porter Addition, Basic Developers, LLC petitioned the City of Willow Park to vacate, abandon, relinquish the 0.36 acre right-of-way adjacent to Lot 3, Block 1, Porter Addition;

WHEREAS, the City desires to abandon, vacate and relinquish all of its right, title and interest in and to that certain 0.36 acre right-of-way adjacent to Lot 3, Block 1, Porter Addition, located within the corporate limits of the City, described in Exhibit "A", which is attached hereto and incorporated herein by reference and;

WHEREAS, the 0.36 acre right-of-way described in Exhibit "A" attached hereto is located within the corporate limits of the City and is not needed for current or future use and the same should be abandoned, vacated and relinquished;

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

SECTION I. AUTHORITY

The Mayor, or his designee, is hereby authorized and directed to implement the applicable provisions of this ordinance.

SECTION 2. ABANDONMENT

The 0.36 acre right-of-way or the right, title and interest of the City to that certain portion of such right-of-way, described in Exhibit "A", attached hereto and made a part hereof, that lies within the corporate limits of the City is hereby vacated, abandoned, and relinquished.

SECTION 3. RECORDING

The City Secretary of the City of Willow Park is instructed to file a copy of this Ordinance reflecting the abandonment, vacation and relinquishment authorized by this Ordinance

with the Real Property Records of the City of Willow Park and the Real Property Records of Parker County, Texas.

SECTION 4. RESTRICTIONS

The abandonment provided for herein is made subject to all present zoning and deed restrictions and is subject to all pre-existing rights of others, if any, whether apparent or non- apparent, aerial, surface, underground or otherwise.

SECTION 5. TITLE

The abandonment provided for herein shall extend only to that public right, title, easement and interest and shall be construed only to the extent of that interest which the governing body of the City of Willow Park may legally and lawfully abandon and vacate.

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective on or after its adoption.

PASSED AND ADOPTED this the 15th day of November, 2022.

APPROVED:

Doyle Moss, Mayor

ATTEST:

Crystal R. Dozier TRMC, City Secretary

Pat Chesser, City Attorney

The Willow Park City Council in acting on Ordinance _____, did on the 15th day of November 2022, vote as follows:

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

EXHIBIT "A"

LEGAL DESCRIPTION

0.36 ACRE SURPLUS RIGHT-OF-WAY TRACT

Being a 0.36 acre tract of land situated in the J. M. Froman Survey, Abstract No. 47, City of Willow Park, Parker County, Texas consisting of surplus right-of-way for Bankhead Highway, a public roadway located within the City of Willow Park, Texas.

Commencing at a point in the east line of Existing Bankhead Highway, said point being a found 'X' cut in concrete for the southeast corner of Lot 3, Block 1, Porter Addition, an addition to the City of Willow Park, Texas as recorded in Cabinet F, Slide 54, Plat Records Parker County, Texas.

Thence North $47^{\circ}03'51''$ West with the east line of Bankhead Highway a distance of 142.36 feet to a set 1/2 inch iron rod for the Point of Beginning, said point being the beginning of a curve to the left having a radius of 330.00 feet, a central angle of $38^{\circ}41'09''$, and a long chord that bears North $72^{\circ}07'50''$ West a distance of 218.61 feet;

Thence along said curve to the left and proposed north line of Bankhead Drive an arc distance of 222.81 feet to a set 1/2 inch iron rod for the beginning of a corner clip;

Thence North $51^{\circ}04'30''$ West a distance of 29.66 feet to a set 1/2 inch iron rod in the proposed east line of Eagle Drive;

Thence North $08^{\circ}56'23''$ West with the proposed east line of Eagle Drive a distance of 205.70 feet to a set 1/2 inch iron rod, said point also being in the east line of existing Bankhead Highway, said point being the beginning of a curve to the left having a radius of 270.00 feet, a central angle of $30^{\circ}18'55''$, and a long chord that bears South $31^{\circ}54'23''$ East a distance of 141.20 feet;

Thence along said curve to the left and existing east line of Bankhead Drive an arc distance of 142.86 feet to a set 1/2 inch iron rod;

Thence South $47^{\circ}03'51''$ East with the existing east line of Bankhead Drive a distance of 259.17 feet to the Point of Beginning and Containing 0.36 acres, 15,678 square feet of land, more or less.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: November 15, 2022	Department: Planning & Development	Presented By: Toni Fisher
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AGENDA ITEM:

Consideration & Action: Preliminary Plat for Lots 1-5, Nolte Addition, being 29.99 acres, David Addington Survey, Abstract No. 21, in the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas.

BACKGROUND:

Applicant, Vincent Jones, along with the property owner, Barbara Nolte, proposes to plat 29.99 acre tract, located south of East Bankhead Highway, David Addington Survey, Abstract No. 21, from one contiguous parcel into Lots 1 through 5. This subdivision is within the City’s extraterritorial jurisdiction, and therefore, required to be submitted to the City for plat approval (*Subd. Ord. Sec. 10.02.001*). As per Ms. Nolte, the subdivision of these lots is intended for partial sale.

The preliminary plat shows all recorded easements, structures, and fixtures to the land. It has been revised based on reviews by City Staff specific to right-of-way on East Bankhead Highway and frontage for all lots to East Bankhead Highway, a public street. Drainage improvement plans are not required since the parcels are not being developed.

The Applicant is not requesting city services for water or sewer. Although the Preliminary Plat only shows a single domestic water well serving the single-family dwelling on proposed Lot 3 and the manufactured home on proposed Lot 4, the Applicant said that there is a separate well and septic for each. He will be amending the Plat to show both locations on Final Plat. In the case that this is inaccurate, an alternate water supply and separate septic system would need to be provided for the manufactured home on Lot 4.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommends approval of the subject Preliminary Plat for Lots 1-5 with the conditions of: 1) Lot 2’s structures, driveway, well and septic need to be shown; and 2) Septic needs to be shown on Lot 1. Commission vote was 4-0.

Applicant has updated Preliminary Plat, as shown in Exhibit, and noted that Lot 2 does not have its own septic, but will be accessing City water when the lot is sold. This inquiry was previously made to Willow Parks’ Public Works Department, who confirmed availability.

All conditions placed by P&Z Commission are now fulfilled.

EXHIBITS:

- Plat Application
- Preliminary Plat – Lots 1-5, Nolte Addition, being 29.99 acres, David Addington Survey, Abst. 21, Parker Co, TX

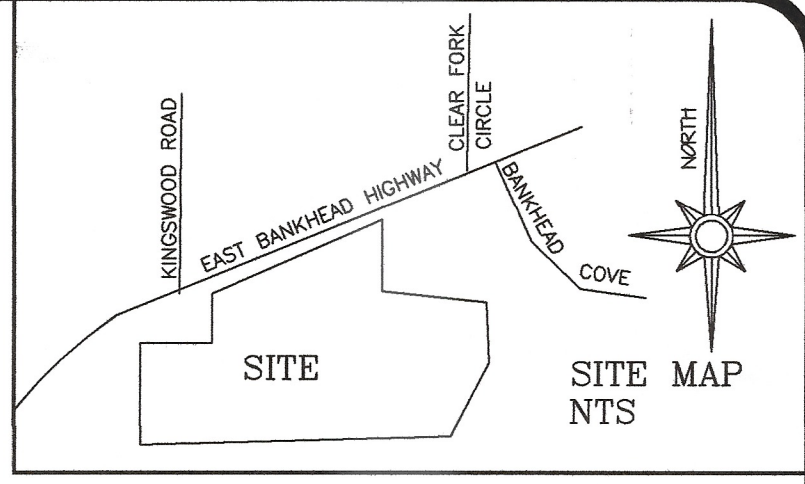
RECOMMENDED MOTION:

Approval of the subject Preliminary Plat with conditions, as presented.

NOTE: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER: 48367 C 0425 F EFFECTIVE DATE: APRIL 05, 2019 THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA.

NOTE: BEARING BASIS IS TEXAS STATE PLANE SYSTEM, NORTH CENTRAL ZONE, NAD 83

PRELIMINARY PLAT
NOLTE
LOTS 1 THROUGH 5
IN THE ETJ OF THE CITY OF WILLOW PARK
PARKER COUNTY, TEXAS
Being 29.99 acres situated in and being a portion of the David Addington Survey, Abstract No. 21, in the ETJ of the City of Willow Park, Parker County, Texas



OWNER/DEVELOPER:
Barbara Nolte
817-614-7965
6820 E Bankhead Hwy
Aledo, TX 76008

STATE PLAIN: 1/2" IR
N 6963107.84
E 2224169.52

KEVIN McKEE
VOLUME 2637, PAGE 1775

TESCO EASEMENT
VOLUME 374, PAGE 73

NOTE: Well is on lot 4 now but will be changed to "city" water lines when sold.

STATE PLAIN: 1/2" IR
N 6953234.04
E 2225001.66

THE STATE OF TEXAS
COUNTY OF PARKER

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

PRELIMINARY - NOT TO BE FILED
David Harlan, Jr.
Texas Registered Professional Land Surveyor, No. 2074
JULY 2022

NOTICE: Well lines and Septic Systems shown from information supplied by owners.

LYNN SMITH
VOLUME 1506, PAGE 1462

LYNN SMITH
VOLUME 1506, PAGE 1462

McDAVID ESTATES, PHASE VI
PLAT CABINET B, SLIDE 335

POB
POST

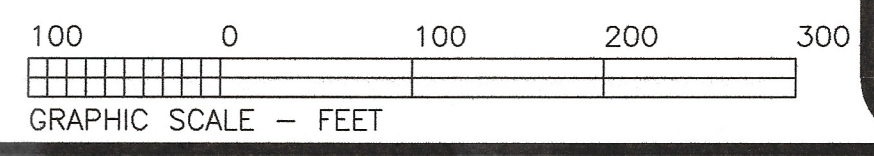
19 20 21 22 23 24 25 26 27 28 29

IRF 1/2" IRON ROD UNLESS NOTED
IRS 1/2" IRON ROD (HARLAN, 2074 "CAP")

McDAVID ESTATES, PHASE VI
PLAT CABINET B, SLIDE 335

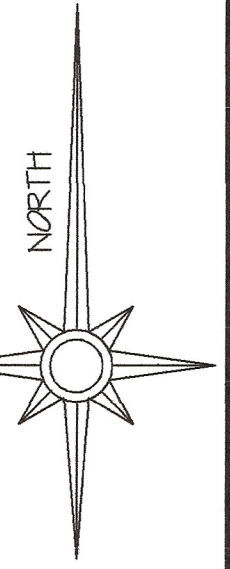
SHEET ONE OF TWO

Cabinet/Instrument# _____ Slide _____



HARLAN LAND SURVEYING, INC.
106 EUREKA STREET
WEATHERFORD, TX 76086
METRO(817)596-9700-(817)599-0880
FAX: METRO(817) 341-2833
FIRM #10088500 harlanland@yahoo.com

SCALE: 1" = 100'



STATE OF TEXAS
COUNTY OF PARKER

WHEREAS BARBARA NOLTE (Doc #201507465 & 201608397), being the sole owner of 29.99 acres situated in and being a portion of the DAVID ADDINGTON SURVEY, ABSTRACT No. 21, in the ETJ in the City of Willow Park, Parker County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a post at the southwest corner of said 29.99 acre tract at a reentrant corner of McDavid Estates, Phase VI, an addition to Parker County, Texas, according to the plat recorded in Plat Cabinet B, Slide 335, Plat Records, Parker County, Texas;

THENCE N 00°25'55" W, with the east line of said McDavid Estates Phase VI, 568.25 feet to an iron rod found (iron rods found are 1/2" unless noted) at the southwest corner of a tract of land described by deed to Kevin McKee recorded in Volume 2637, Page 1775, Official Records, Parker County, Texas;

THENCE N 88°49'35" E, with the south line of said Kevin McKee tract, 367.75 feet to an iron rod found at its southeast corner and the southwest corner of a tract of land described by deed to Cory Matthews recorded in Doc No. 20136647, Official Records, Parker County, Texas;

THENCE with the line of said Cory Matthews tract the following courses and distances:

N 69°41'19" E, 153.69 feet to an iron rod found;

N 00°20'12" W, 292.65 feet to an iron rod found in the south line of East Bankhead Highway, as it exists;

THENCE with the south line of said East Bankhead Highway the following courses and distances;

N 81°22'24" E, 419.45 feet to an iron rod found;

N 81°23'00" E, 209.18 feet to an iron rod found;

N 81°22'36" E, 213.02 feet to an iron rod found at the northwest corner of a tract of land described by deed to Cory Matthews recorded in Doc No. 202136654, Official Records, Parker County, Texas;

THENCE with the line of said Corey Matthews tract (202136654) the following courses and distances:

S 02°04'49" E, 91.21 feet to an iron rod found;

S 16°36'50" W, 29.33 feet to an iron rod found;

S 02°48'57" W, 103.71 feet to an iron rod found;

S 78°50'36" E, 397.76 feet to an iron rod found in the west line of a tract of land described by deed to Lynn Smith recorded in Volume 1506, Page 1462, Real Records, Parker County, Texas;

THENCE with the west line of said Lynn Smith tract the following courses and distances:

S 00°18'40" W, 293.20 feet to an iron rod found;

S 26°53'06" W, 448.19 feet to an iron rod found in the most southerly north line of said McDavid Estates Phase VI;

THENCE S 89°53'27" W, with the line of said McDavid Estates Phase VI, 1523.31 feet to the POINT OF BEGINNING and containing 29.99 acres (1306281 square feet) of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, BARBARA NOLTE, does hereby adopt this plat designating the hereinabove described real property as NOLTE, LOTS 1 THROUGH 5, IN THE ETJ OF THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS, being 30.25 acres situated in and being a portion of the David Addington Survey, Abstract No. 21, in the ETJ of the City of Willow Park, Parker County, Texas and does hereby dedicate to the public use forever the streets, alleys, parks and easements shown thereon.

1. The streets and alleys are dedicated for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Willow Park.
5. The City of Willow Park is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the publics and city use thereof.
7. The City of Willow Park and public utilities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of their respective systems in the easements.
8. The City 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 procuring permission from anyone.
9. All modifications to this document shall be by means or plat and approved by the City of Willow Park.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Willow Park.

WITNESS my hand at _____, Parker County,
Texas this ____ day of _____, 2022.

Barbara Nolte

STATE OF TEXAS
COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

Notary Public in and for the State of Texas

My Commission Expires On: _____

Surveyor is not responsible for locations of underground utilities. Contact 811 for locations of all underground utilities/gas lines before digging, trenching, excavation or building.

NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinances and or regulations and state law, and is subject to fines and other penalties.

CITY OF WILLOW PARK	APPROVED BY CITY OF WILLOW PARK:

	MAYOR _____ DATE _____
	CITY SECRETARY _____ DATE _____

PRELIMINARY PLAT
NOLTE
LOTS 1 THROUGH 5
IN THE ETJ OF THE CITY OF WILLOW PARK
PARKER COUNTY, TEXAS
Being 29.99 acres situated in and being a portion of the David Addington Survey, Abstract No. 21, in the ETJ of the City of Willow Park, Parker County, Texas

OWNER/DEVELOPER:
Barbara Nolte
817-614-7965
6820 E Bankhead Hwy
Aledo, TX 76008

HARLAN LAND SURVEYING, INC.
106 EUREKA STREET
WEATHERFORD, TX 76086
METRO(817)596-9700-(817)599-0880
FAX: METRO(817) 341-2833
FIRM #10088500 harland@yahoo.com



City of Willow Park Development Services

516 Ranch House Road
Willow Park, Texas 76087
Phone: (817) 441-7108 · Fax: (817) 441-6900

PLAT APPLICATION
MUST BE AN ORIGINAL DOCUMENT – FAXED COPIES WILL NOT BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL

Type of Plat: Preliminary Final Replat Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: _____

Address (if assigned): Q 6850 E. BANKHEAD HWY

Name of Additions: DAVID ADDINGTON SURVEY, ABSTRACT NO 21

Location of Addition: WILLOW PARK ETS

Number of Lots: 5 Gross Acreage: 30.25 Zoning: NA # of New Street Intersections: 1

PROPERTY OWNER:

Name: BARBARA NOLTE

Contact: _____

Address: P.O. BOX 1775

Phone: 817-614-7965

City: ALENO

Fax: _____

State: TX Zip: 76008

Email: HALLOWEEN103146@YAHOO.COM

Signature: _____

APPLICANT:

Name: VINCENT JONES

Contact:

Address: 6820 E BANKHEAD HWY

Phone: 817-944-3110

City: ALENO

Fax: _____

State: TX Zip: 76008

Email: ARMYGUYFW@YAHOO.COM

Signature: 

SURVEYOR:

Name: HARLAN LAND SURVEING, INC

Contact:

Address: 106 EUREKA ST

Phone: 817-596-9700

City: WEATHERFORD

Fax: 817-341-2883

State: TX Zip: 76086

Email: HARLANLAND@YAHOO.COM

Signature: 

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSUMPTION GENERAL WARRANTY DEED

DATE: FEBRUARY 13, 2015

GRANTOR: ROBERT NOLTE a/k/a ROBERT E. NOLTE

**GRANTOR'S MAILING ADDRESS:
(INCLUDING COUNTY)** 6820 E, BANKHEAD HIGHWAY, ALEDO,
PARKER COUNTY, TEXAS 76008

GRANTEE: BARBARA NOLTE

**GRANTEE'S MAILING ADDRESS:
(INCLUDING COUNTY)** 6820 E, BANKHEAD HIGHWAY, ALEDO,
PARKER COUNTY, TEXAS 76008

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed and for which no liens are either retained or implied and in consideration of Grantee's assumption of and agreement to pay, according to the terms of each Note, the following:

(1) The unpaid principal and earned interest of that certain Real Estate Lien Note in the original principal sum of \$256,000.00, dated April 1, 2008, executed by Robert E. Nolte, and payable to the order of Town and Country Bank n/k/a InterBank. The Note is secured by Deed of Trust dated April 1, 2008, from Robert E. Nolte, to James T. Chambers, Trustee, recorded in Volume 2623, Page 1047, of the Official Public Records of Parker County, Texas. As further consideration Grantee promises to keep and perform all the covenants and obligations of the Grantor named in the Deed of Trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to a breach or default of any provision of this assumption by Grantee. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

(2) The unpaid principal and earned interest of that certain Real Estate Lien Note in the original principal sum of \$160,300.00, dated October 21, 2013, executed by Robert Nolte, and payable to the order of InterBank. The Note is secured by Deed of Trust dated October 21, 2013, from Robert Nolte and wife, Barbara Kinard, to Mark Martin, Trustee, recorded as Document Number 20134697, of the Official Public Records of Parker County, Texas. As further consideration, Grantee promises to keep and perform all the covenants and obligations of the Grantors named in that Deed of Trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to a breach or default of any provision of this assumption by Grantee. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

All that certain lot, tract, or parcel of land being 2.837 acres, more or less, situated in and being a portion of the David Addington Survey, Abstract No. 21, Parker County, Texas, and being more particularly described in Exhibit A, attached hereto and fully incorporated herein for all purposes.

RESERVATIONS FROM CONVEYANCE: NONE



EXCEPTIONS TO CONVEYANCE AND WARRANTY: NONE

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Robert Nolte
ROBERT NOLTE a/k/a ROBERT E. NOLTE

AGREED AND ACCEPTED:

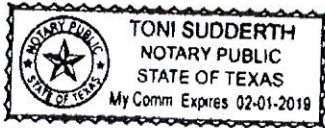
Barbara Nolte
BARBARA NOLTE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged before me on the 13 day of March, 2015, by ROBERT NOLTE a/k/a ROBERT E. NOLTE.



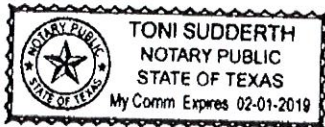
Toni M. Suddorth
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged before me on the 13 day of March, 2015, by BARBARA NOLTE.



Toni M. Suddorth
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
THE ALLEN FIRM, P.C.
A Texas Professional Corporation
181 South Graham Street
Stephenville, Texas 76401

EXHIBIT A

A 2.837 acre tract of land situated in and being a portion of the DAVID ADDINGTON SURVEY, ABSTRACT NO. 21 Parker County, Texas, and being a portion of all those certain lots, tracts or parcels of land conveyed to Charles P. Nolte and Agnes Olean Nolte by deed recorded in Volume 415, Page 229 and Volume 447, page 583, Deed Records, Parker County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set in the South line of Old Bankhead Road, as it exists, at the Northwest corner of a tract of land conveyed to Lynn Smith by deed recorded in Volume 1506, Page 1462, Real Records, Parker County, Texas, said iron being called by deed to be North 89 degrees 54 minutes 03 seconds East, 1523.60 feet, North 26 degrees 56 minutes 33 seconds East, 449.12 feet and North 00 degrees 30 minutes 09 seconds East, 650.11 feet from the Southwest corner of said David Addington Survey,

THENCE South 00 degrees 19 minutes 27 seconds West, with the West line of said Lynn Smith tract, 472.30 feet to an iron rod set;

THENCE North 55 degrees 28 minutes 03 seconds West, 264.56 feet to an iron rod set;

THENCE North 73 degrees 45 minutes 05 seconds West, 160.09 feet to an iron rod set;

THENCE North 02 degrees 03 minutes 04 seconds West, 219.75 feet to an iron rod set in the South line of said Old Bankhead Road;

THENCE North 81 degrees 23 minutes 00 seconds East, with the South line of said Old Bankhead Road, 386.55 feet to the POINT OF BEGINNING and containing 2.837 acres of land, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Jeanne Brunson

201507465

04/17/2015 03:32 PM

Fee: 34.00

Jeanne Brunson, County Clerk
Parker County, Texas

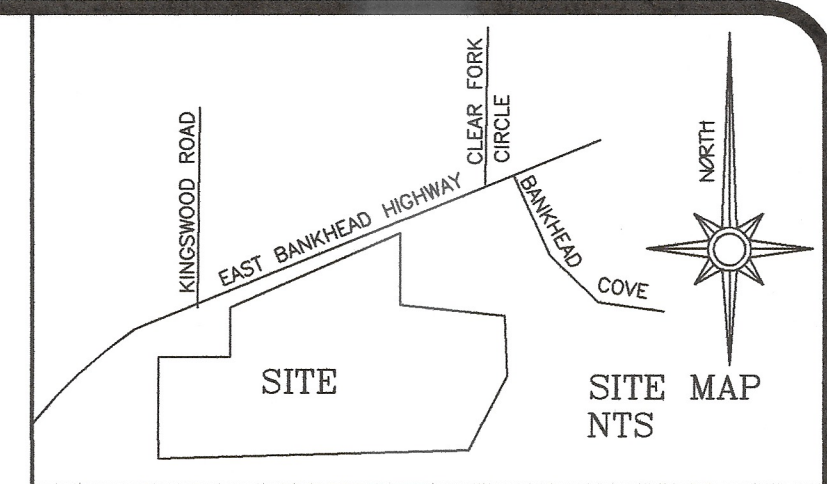
DEED

NOTE: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER: 48387 C 0425 F EFFECTIVE DATE: APRIL 05, 2019 THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD AREA.

NOTE: BEARING BASIS IS TEXAS STATE PLANE SYSTEM, NORTH CENTRAL ZONE, NAD 83

PRELIMINARY PLAT
NOLTE
LOTS 1 THROUGH 5 AND NOLTE STREET
IN THE ETJ OF THE CITY OF WILLOW PARK
PARKER COUNTY, TEXAS

Being 29.99 acres situated in and being a portion of the David Addington Survey, Abstract No. 21, in the ETJ of the City of Willow Park, Parker County, Texas



OWNER/DEVELOPER:
Barbara Nolte
817-614-7965
6820 E Bankhead Hwy
Aledo, TX 76008

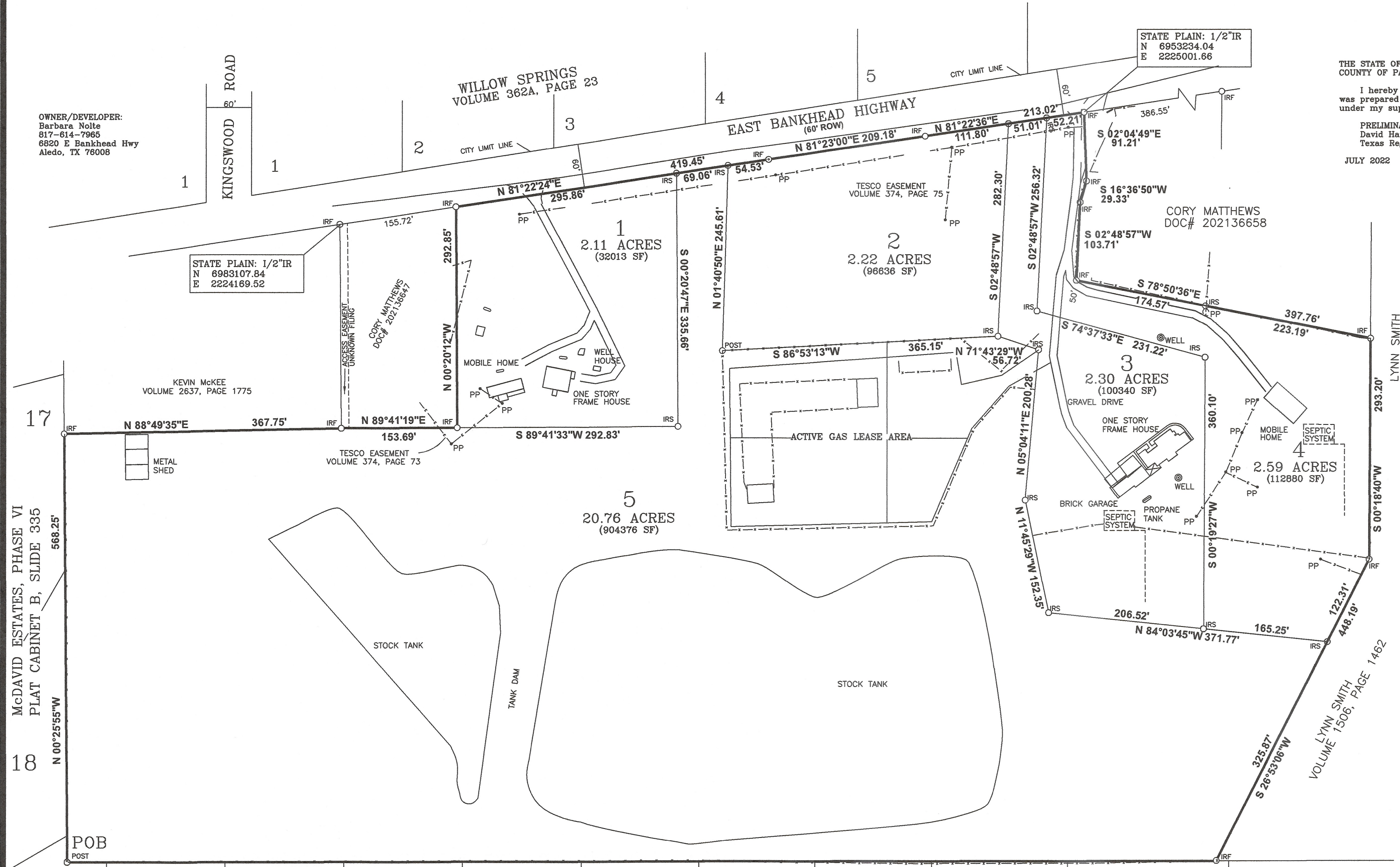
THE STATE OF TEXAS
COUNTY OF PARKER

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

PRELIMINARY - NOT TO BE FILED
David Harlan, Jr.
Texas Registered Professional Land Surveyor, No. 2074

JULY 2022

NOTICE: Well lines and Septic Systems shown from information supplied by owners.



STATE PLAIN: 1/2" IR
N 6983107.84
E 2224169.52

STATE PLAIN: 1/2" IR
N 6953234.04
E 2225001.66

KEVIN McKEE
VOLUME 2637, PAGE 1775

CORY MATTHEWS
DOC# 202136658

LYNN SMITH
VOLUME 1506, PAGE 1462

LYNN SMITH
VOLUME 1506, PAGE 1462

McDAVID ESTATES, PHASE VI
PLAT CABINET B, SLIDE 335

S 89°53'27"W

1523.31'

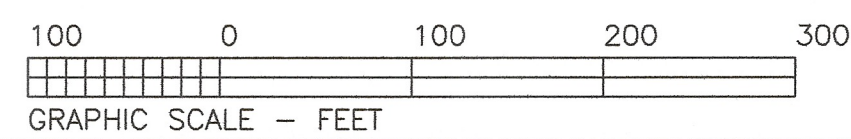
19 20 21 22 23 24 25 26 27 28 29

IRF 1/2" IRON ROD UNLESS NOTED
IRS 1/2" IRON ROD (HARLAN, 2074 "CAP")

McDAVID ESTATES, PHASE VI
PLAT CABINET B, SLIDE 335

SHEET ONE OF TWO

Cabinet/Instrument# _____ Slide _____



HARLAN LAND SURVEYING, INC.
106 EUREKA STREET
WEATHERFORD, TX 76086
METRO (817) 596-9700 - (817) 599-0880
FAX: METRO (817) 341-2833
FIRM #10088500 harlanland@yahoo.com

SCALE: 1" = 100'

NORTH

2022123



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: November 15, 2022	Department: Police	Presented By: Sergeant Jaclin Ramirez
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AGENDA ITEM

To allow for the implementation of the STEP – Impaired Driving Mobilization Safety e-Grant

BACKGROUND:

- The purpose of this grant is to increase effective enforcement of traffic safety-related laws to reduce fatal and serious injury crashes
- Conduct high-visibility saturation patrols within the Enforcement Zone
- Perform media campaigns and community education events
- Increase enforcement of traffic safety-related laws
- Increase public education and information campaigns
- Increase enforcement of DWI laws
- Our department responded to at least 120 crashes in the last 12 months
- Our goal is to reduce the number of DWI-related crashes, injuries, and fatalities
- Enforcement waves:
 - ✓ Christmas/New Year’s Dec 16, 2022 – January 1, 2023
 - ✓ Spring Break March 3 – 19, 2023
 - ✓ Independence Day June 23 – July 9, 2023
 - ✓ Labor Day August 18 – September 4, 2023

*Note: TxDOT has awarded a total of \$12,000 (\$11,965.09 due to 80/20) to be utilized for all (4) wave periods (campaign/education and enforcement). If the department uses the entire \$11,965.09, the city match will be \$2,991.28. If the department uses less than \$11,965.09, the city match will be less.

**Grant match is an 80/20 split.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Recommend approval of STEP – Impaired Driving Mobilization Safety e-Grant

EXHIBITS:

STEP – Impaired Driving Mobilization Safety e-Grant packet (includes budget summary and zone map)

ADDITIONAL INFO:	FINANCIAL INFO:	
Grant funding awarded by TxDOT: \$12,000	Cost	Up to \$2,991.28
TxDOT Paying: Up to \$11,965.09	Source of Funding	General
City Match: Up to \$2,991.28		

Texas Traffic Safety eGrants

Fiscal Year 2023

Organization Name: City of Willow Park Police Department

Legal Name: City of Willow Park

Payee Identification Number:

Project Title: STEP - Impaired Driving Mobilization

ID: 2023-WillowParkPD-IDM-00039

Period: 12/13/2022 to 09/07/2023

City of Willow Park Police Department
STEP - IDM - 2023

GENERAL INFORMATION

Project Title : STEP - Impaired Driving Mobilization

Project Description : To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign

How many years has your organization received funding for this project? This will be our first year.

City of Willow Park Police Department
STEP - IDM - 2023

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Daniel Franklin
Title	Assistant Chief
Address	101 W Stagecoach Trail
City	Willow Park
State	Texas
Zip Code	76087
Phone Number	817-566-8831
Fax Number	
E-mail address	jramirez@willowpark.org
Project Director	Jaclin Ramirez

City of Willow Park Police Department
STEP - IDM - 2023

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity
Identifier DGPTD7FSVCZ1
(UEI) :

Please upload a
screen capture
or print-as-pdf
version of the https://www.dot.state.tx.us/apps/egrants/_Upload/1174572_341462-Willow.pdf
SAM.gov
webpage with
UEI number

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2023

Begin Date : 10/1/2022 End Date : 9/30/2023

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Please click here for [STEP Policies and Procedures requirements](#).

If your agency has approved STEP Operating Policies and Procedures, please upload here :

If your agency does not have approved STEP Operating Policies and Procedures, please certify the

City of Willow Park Police Department
STEP - IDM - 2023

following:

XI certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

City of Willow Park Police Department
STEP - IDM - 2023

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

City of Willow Park Police Department
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H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

City of Willow Park Police Department
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- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

City of Willow Park Police Department
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Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

City of Willow Park Police Department
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1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

City of Willow Park Police Department
STEP - IDM - 2023

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

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ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

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B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

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(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

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- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

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E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

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voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

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transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

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renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

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3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

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The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

City of Willow Park Police Department
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COUNTY SERVED

Parker County - Fort Worth District

City of Willow Park Police Department
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POLITICAL DISTRICT SERVED

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 12

Texas Senate* Texas Senate District 30

Texas House* Texas House of Representatives District 61

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
 Strategies: Increase enforcement of traffic safety-related laws.
 Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities.
 Strategy: Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

	Pre-Media Campaign	Enforcement Period
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 13, 2022- December 15, 2022	December 16, 2022 - January 01, 2023
Spring Break Wave	February 28, 2023- March 2, 2023	March 03, 2023 - March 19, 2023
Independence Day Wave	June 20, 2023 - June 22, 2023	June 23, 2023 - July 09, 2023
Labor Day Wave	August 15, 2023 - August 17, 2023	August 18, 2023 - September 04, 2023

Comments:

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Please mark all of your proposed zones for this mobilization on a single STEP-IDM heat map and upload that map here. Click [here](#) to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 220 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1174576_342126-WillowParkIDMCrashMap.png

Agency agrees to conduct the engagement activities associated with this project as described

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Impaired Driving Mobilization (IDM) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where alcohol was involved (DUI). The blanks on this page represent the baseline number of KA crashes related to IDM enforcement efforts (DUI-KA), and the KA crash targets each agency hopes to achieve through IDM enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of DUI-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The target should reflect a reduction against the Baseline KA Crash number in the top box. The target should be less than the number of Baseline KA crashes.

Baseline : Jurisdictional average annual DWI/DUI KA crashes 0

Target : Enforcement activities to reduce total DWI/DUI KA crashes to 0

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

X I agree to the below efforts with a public information and education (PI&E) program for each Enforcement Period.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

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ENFORCEMENT ZONES

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Willow Park Zone 1
Zone Description	I-20 from Ranch House Rd to Mikus/FM 5. This also include access/feeder roads.
Zone Hours	Daytime 6 AM to 6 PM Nighttime 6 PM to 6 AM
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1174619_341218-WillowParkIDMZone1.png
Additional Documentation	

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AGENCY INFORMATION

Agency Contacts

- | | |
|--|-------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Carrie
West |
| 2. How many years has that person held that position at this agency? | 5 |
| 3. Who is the person in charge of training at your department? | Sergeant Jaclin Ra |
| 4. Please provide their work email and telephone number. | jramirez@willowpa |
| 5. What is the name of the person in charge of your department's official social media accounts? | Sergeant Jaclin Ra |
| 6. Please provide their work email and telephone number. | jramirez@willowpa |

Service Data

- | | |
|--|-------|
| 1. What is the size in square miles of your department's service area? | 6.53 |
| 2. What is the latest estimated population of your service area? | 7000 |
| 3. How many sworn officer positions is your agency authorized? | 18 |
| 4. How many of those positions are currently filled? | 15 |
| 5. How many total calls for service did your agency log in the past 12 months? | 15747 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 120 |

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7. How many total vehicle stops did your agency make in the past 12 months? 4739

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No

2. Does your department have a traffic unit? No

3. Does your department have a DWI unit? No

4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No

5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? Yes

6. Does your department have at least one data analyst? No

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? No

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties?

9. Are there any officially designated bicycle routes in your service area? No

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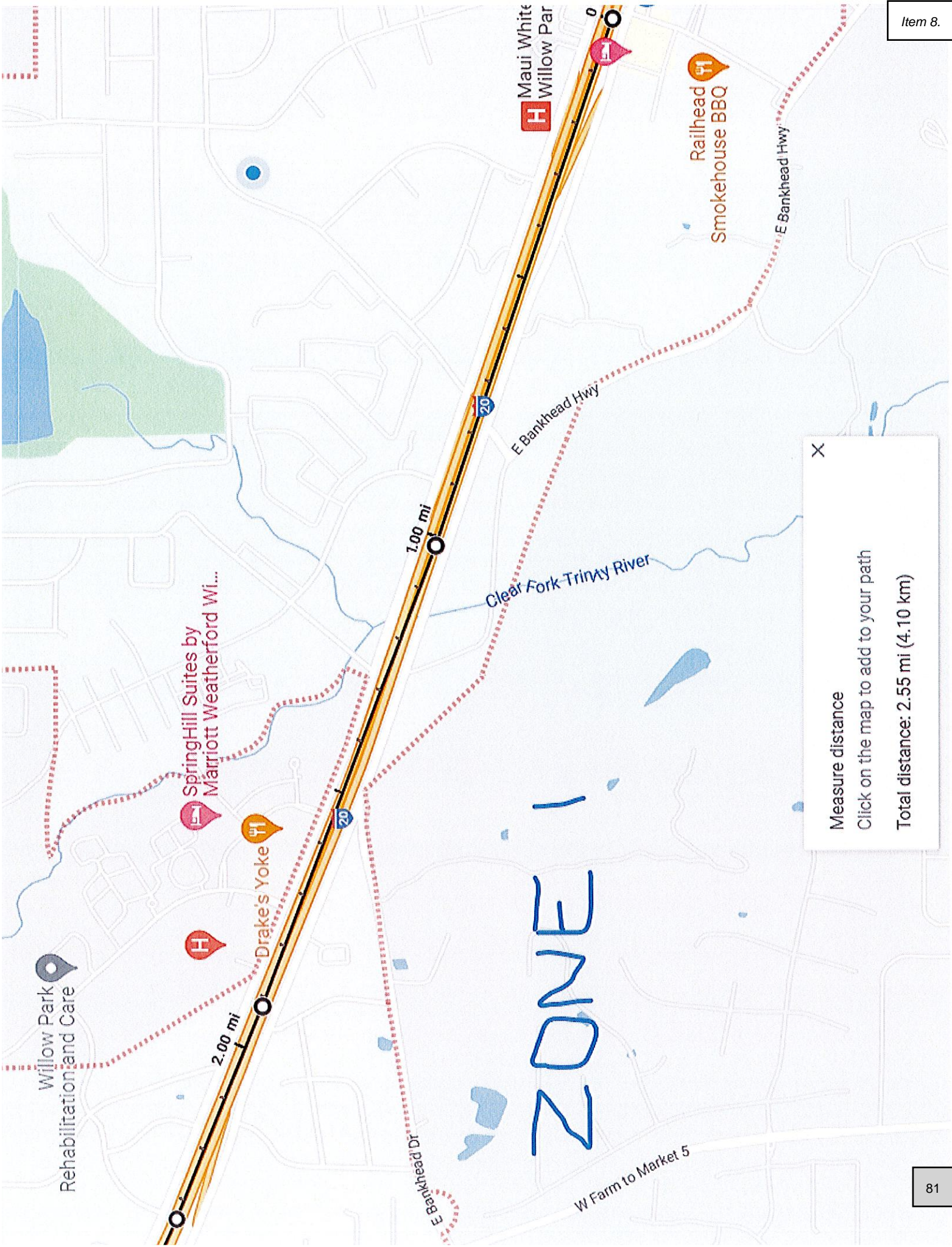
SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 300								
Overtime Regular Time								
For sections B (P&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	192	43	\$45,000	\$8,640.00	\$2,160.00	\$10,800.00	8.74%	\$943.92
Sergeants	12	3	\$52,500	\$630.00	\$157.50	\$787.50	8.74%	\$68.83
Lieutenants/Other:	36	9	\$48,150	\$1,733.40	\$433.35	\$2,166.75	8.74%	\$189.37
B. P&E Activities								
P&E Activities:			\$0		\$0		%	\$0
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$11,003.40	\$2,750.65	\$13,754.25		\$1,202.12
Category	TxDOT	%		Match	%	Total		
Salaries:	\$11,003.40	80.00%		\$2,750.65	20.00%	\$13,754.25		
Fringe Benefits:	\$961.69	80.00%		\$240.43	20.00%	\$1,202.12		
Breakdown of Fringe Percentages: OT Fringe - Retirement 7.27% Medicare 1.47% Additional straight time fringe - Healthcare 11.06% Group Life 23%								
Details of regular time, if included in any of the above hours :								

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Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$11,003.40	\$2,750.85	\$13,754.25
(200)	Fringe Benefits	\$961.69	\$240.43	\$1,202.12
	Category I Sub-Total	\$11,965.09	\$2,991.28	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$11,965.09	\$2,991.28	\$14,956.37
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$11,965.09	\$2,991.28	\$14,956.37
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$11,965.09	\$2,991.28	\$14,956.37
	Fund Sources (Percent Share)	80.00%	20.00%	



X
Measure distance
Click on the map to add to your path
Total distance: 2.55 mi (4.10 km)

Willow Park, TX, USA (Parker Cc X

Show search results for Willow Park, T...

Willow Park

E Bankhead Hwy

E Bankhead Hwy

ZONE 1

Item 8.

Community Maps Contributors, Baylor Uni

0 0.15 0.3mi
-97.659 32.736 Degrees



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: November 15, 2022	Department: Planning & Development	Presented By: Bill Funderburk
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AGENDA ITEM:

Consideration/Action To Consider the Proposed Amendments to the City Employee Handbook (Personnel Policy).

BACKGROUND:

The City Employee Handbook (Personnel Policy) should be reviewed annually and updated as needed. The Employee Handbook was approved in September 2015. City staff has reviewed the personnel policy and recommends the following updates.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the City Council approve updating the Employee Handbook.

EXHIBITS:

Recommended changes,

RECOMMENDED MOTION:

Motion to amend the Employee Handbook as recommended by staff.

the date of the employee's submission of the appropriate application and documentation to the Department Director. The Human Resources Manager/City Secretary will review all applications and certifications for use of sick leave pool time and his/her decision is final.

Use of Sick Leave Pool Days.

- In accordance with the City's vacation and sick leave policies, while out on sick leave pool time, employees will continue to accrue sick and vacation time. However, as soon as it is accrued, this earned paid time will be used in lieu of the contributed time.
- Employee and City contributions to insurance, retirement, etc. will continue while the employee is on sick leave pool time.
- While out on pool time, any across the board salary increases, COLA's, market adjustments, etc., which are independent of performance, will be awarded to the employee.
- While out on pool time, employees may not work at another job (including self-employment, police detail and volunteer activities). Employees who perform outside work for compensation within 24 hours of using sick leave pool time may be required to pay back used pool time, will lose all remaining sick leave pool time, and will be subject to appropriate disciplinary action up to and including termination of employment.
- Employees seeking to return to work after more than 10 consecutive days/shifts' absence (or the equivalent) must provide a doctor's certification indicating that the employee is able to return to work. The certification will specify work restrictions if necessary.
- The City may impose other return to work requirements pursuant to its Medical Examinations/Fitness for Duty Policy.
- If the employee's physician releases the employee to return to work before the end of the approved sick leave pool period (whether for the initial two-week period or the twenty calendar day period) the employee must notify his/her supervisor and make arrangements to return to work as soon as possible.
- When possible, employees will be returned to their former positions or offered the first available comparable position for which they qualify.

Property Rights. No property rights or entitlements exist to sick leave contributions provided by this policy or any previous individual donations of sick leave. The City reserves the right to change, modify, amend, revoke or rescind all or part of this policy at the sole discretion of the City Council.

5.6 MATERNITY/PATERNITY LEAVE

Regular full-time employees shall be eligible for up to 3 weeks of paid maternity leave or 2 weeks of paid paternity leave. Approved leave under this section:

1. Shall be available for the birth of a child as well as the adoption of a child;
2. Must be communicated in writing to the Department Head and the City Administrator in advance, such that appropriate plans can be made in advance of the employee's absence;
3. May begin prior to the birth of a child should a doctor require that the employee refrain from working. The employee wishing to take early leave should provide documentation to that effect prior to the commencement of leave time, unless extenuating circumstances make prior notice impracticable;
4. Shall be limited to the time periods stated above during the course of a two-year period which shall begin at the commencement of leave.
 - For example, if the 3 week maternity leave begins on July 1 of the current year, the employee will not be eligible for leave under this section until July 1 two years later.

SECTION 7 EMPLOYER/EMPLOYEE COMMUNICATIONS

7.1 EMPLOYEE RELATIONS

The City believes that the work conditions, wages, and benefits it offers to employees are competitive. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisor. Experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the City amply demonstrates its commitment to employees by responding effectively to employee concerns.

7.2 PUBLIC RELATIONS

Providing high quality customer service to the public in a timely, accurate, efficient and courteous manner is our primary objective. Each employee represents the City when in contact with citizens and non-citizens alike, and employees must constantly strive to be good-will ambassadors for the City. Each employee is responsible for maintaining the good reputation of the City at all times. Employees must also promote the good will and favorable attitude of the public toward City administration. Any employee who fails to demonstrate the proper level of courtesy and professionalism will be subject to disciplinary action, up to and including termination of employment.

7.3 BULLETIN BOARDS (STRIKE THIS SECTION)

City bulletin boards are restricted to use by the City for the posting of official City matters, e.g., announcements, internal memos, job openings, and changes in City policies. All employees are responsible for City information posted on the bulletin boards located in their work and break areas. New policies and changes to existing policies, as well as other official City information, will be posted on these bulletin boards from time to time. Employees must obtain specific managerial approval before posting any notice or other information on any City bulletin board.

7.4 COMPUTER, INTERNET, E-MAIL, VOICE MAIL, FAX POLICY

The City provides computer networks, Internet access, Instant Messaging, email, telephones, pagers, digital cameras, voice mail, fax, and other communication systems for use by City employees in the performance of their job duties. These communication systems and devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers and other affiliates who use the City’s electronic communications systems. The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical and legal manner.

Internet, Instant Message and Email Access. All regular full-time and part-time employees will be assigned a city email address and provide internet and email access. Users acknowledge understanding of this policy and its guidelines as a condition of receiving an Internet, Instant Message and/or email access account. Failure to adhere to this policy and its guidelines will likely result in suspending or revoking the offender's privilege of access and/or other disciplinary action under City policies, up to and including termination of employment.

7.6 MAIL

Employees may not use City postage, stationery, stamps, supplies, etc. for personal business. Personal mail may be placed in the City's outgoing mail, but City postage may not be used for such mail. Employees must not direct personal mail to be delivered to them at the City.

7.7 NOISE/RADIOS/MP3's

All employees must be considerate of their fellow employees with respect to their conversations, telephone usage, etc. Please make every effort to keep voices low and to refrain from group conversations in areas where other employees are working. Employees with private offices should conduct business in their offices, to the extent possible, rather than in common areas where others are working. Employees may only play radios, CDS, MP3s, etc. at their work station if not objectionable to any co-workers and with the approval of their supervisor. Any music or other similar noise must be kept at a low volume.

7.8 SOLICITATION

Persons who are not employees of the City may not solicit funds or distribute literature in the workplace at any time for any purpose. Employees may not solicit, distribute, or post literature concerning events and associations unrelated to the City's business during work time or in work areas. For purposes of this policy, work time does not include lunch breaks or any other period during which employees are not on duty.

City Sponsored Events. Employees may solicit funds or distribute literature for City approved events related to Willow Park Parkfest, Willow Park Parks Fund, Willow Park Court Community Outreach Fund, Willow Park Fire Department Volunteer and Donation Fund, Willow Park Police Department Reserve and Donation Fund, and Willow Park employee appreciation events. All literature, including donation and sponsorship letters for these events must be approved by the City Administrator.

City Approved Events. Literature for community events such as Chamber of Commerce, area schools, area tourism events, and community base organizations must be approved by Department Directors. Literature may include fliers and booklets left in city offices to web links and calendar notices on the city website. All literature to be distributed must be approved by the City Administrator.

City Events

Designated employees only will solicit funds or distribute literature for City of Willow Park events such as festivals, luncheons, etc. All events will run through the office of the Communications and Marketing Director and any employee wishing to hold an event must seek approval from Communications and Marketing. All literature and marketing materials must be approved by the Communications and Marketing Director before distribution.

City Approved Events

ONLY events in which the city is directly involved will be promoted on the city's communication channels such as the website, social media, and newsletter. Participation in events for outside organizations must be approved by either the City Administrator or the Communications and Marketing Director. Literature from outside organizations may be approved for use in the city hall lobby under the discretion of the Communications and Marketing director if it originates from a community organization such as the Chamber of Commerce or a school district.

7.9 TELEPHONES

mode while at work. Employees should be aware that their personal usage of a city issued cell phone or the use of a personal cell phone while at work shall not in any way violate another's privacy or be in violation of the City's EEO, Sexual and Other Unlawful Harassment Policy or any other City policy; or be used in any other way that is found to be inappropriate by the City. Employees should not make or receive excessive personal calls, text messages or other forms of wireless communications on their cell phones during work time or during non-work time in areas where other employees or citizens may be disturbed. Employees should also ensure that friends and family members are aware of the City's policy restricting the receipt of cell phone calls, except for emergencies. The use of cell phones at work, including those with a camera, must not interfere with an employee's job duties or performance. Employees who violate this policy will likely be disciplined.

Cameras. Employees who have cameras or camera cell phones may not use the camera or audio or video function in any way that constitutes an invasion of another's privacy; to photograph or duplicate confidential records or other information; in violation of the City's EEO, Sexual and Other Unlawful Harassment Policy or any other City policy; or in any other way that is found to be inappropriate by the City. Photographs or video of city properties, buildings, equipment, furnishings, employees, citizens, etc., taken within the course of job duties will not be sent or posted to personal web pages, blogs, social websites or any other graphical publication without the prior written authorization of the City Administrator. This policy applies to City provided cameras and cell phones, as well as personal cameras and cell phones used by employees in connection with work. Employees who violate this policy will likely be disciplined.

Driving with Cell Phone. Employees are responsible for putting safety first whenever driving. While driving on City business, employees should not make and/or receive cell phone calls or text messages while driving unless using a hands free device. While driving a city owned/ leased vehicle or on behalf of the City, employees are prohibited from using other cell phone features including text messaging, browsing the Internet, reading or sending emails, downloading MP3 files, and playing games. While driving a city owned/leased vehicle or on behalf of the City, employees are also prohibited from utilizing hand held computers, video games, televisions receivers, video monitors, and items of a similar nature that will likely pose a distraction while driving. This policy shall exclude public safety personnel in so far as any equipment outlined above is used within the course of completing their job duties. Safety must always be the employee's first priority while driving and his/her attention should always be on the road.

7.11 VOICE MAIL

The City has invested in a Voice Mail System for efficiency and to better serve our citizens. Those employees with a voice mailbox may learn how to use this system by reading the voice mail instructions or asking the phone system administrator. Employees should have no expectation of privacy in connection with any message left on the City's voice mail system.

7.12 NEWS RELEASES

No employee may give a news or press release on behalf of the City without the prior authorization of the City Administrator or his/her designee.

Communication and transparency are basic components to upholding the City of Willow Park's mission/vision. Transparency promotes accountability and provides information for citizens and stakeholders about the City of Willow Park activities, events and happenings. The City of Willow Park strives to ensure the public's trust and establish a system of transparency, public participation and collaboration. Timely, reliable and accurate communication is an integral part of achieving transparency.

It is essential to communicate information and news both internally and externally in a timely, reliable and accurate manner. In order to achieve communication consistency city staff must work together and keep each other informed of what is happening at all times. Information disseminated to the media and public must originate from the Communications and Marketing Department or designated departmental spokespersons.

Designation of City of Willow Park Spokesperson:

1. The Communications and Marketing Director is designated as the City of Willow Park's principal news and information media contact and spokesperson.
2. In the absence of the Communications and Marketing Director, the secondary spokesperson shall be the City Manager or their designee.
3. The Communications and Marketing Department will convey the City's official position on issues of significance or situations that are particularly controversial or sensitive in nature.
4. The Communications and Marketing Department will use its discretion on allowing individuals to speak directly to the news media to ensure a consistent message is presented when responding to the news media and public.
5. Communications' designated media spokesperson(s) shall adhere to the content guidelines identified in the General section of this policy.

Employees Contacted Directly by News and Information Media:

1. If a City employee is contacted by any form of the news or information media, employee is to refer all news media to the Communications and Marketing Department. Instead of employee stating that they are not allowed to talk to the media, employee should state, "It is the City policy that media inquiries be referred to the Communications and Marketing Department."
2. Employees may not speak in either an official or unofficial capacity on matters involving the City of Willow Park without specific approval from the Communications and Marketing Department.
3. Interviews of employees, either directly or indirectly, must be approved by the Communications and Marketing Department.
4. The City Manager and Communications and Marketing Director are the official spokespersons for all other city related issues. The City Manager may designate management staff to speak on his/her behalf.

Guidelines for Seeking News and Information Media Coverage:

1. The Communications and Marketing Department is the only office authorized to distribute news and information media releases.
2. When submitting news releases or information to the Communications and Marketing Department, please pay attention to news deadlines. Ideally all information should be submitted one week prior to release. Once distributed to news outlets, information is not guaranteed to be published.
3. Employees are not allowed to contact the news media or reporters directly without first consulting the Communications and Marketing Department.

The Police and Fire Departments are exempt to the designated spokesperson and media communications guidelines section of this policy as they have authorized Public Information Officers (PIO) who can speak to the media and provide news releases.

7.13 PERFORMANCE APPRAISALS

Timing. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance appraisals are normally conducted once annually, around the employee's anniversary date. (An employee's anniversary date may be

Administrator, whether at the first or second level of appeal, is final and may not be further appealed. If a second level of appeal is available, the employee must file the appeal with the Human Resources Manager or City Administrator's office within five business days of the employee's receipt of the Department Director's first level appeal decision. The second level of appeal must be made in writing and signed by the employee. The City Administrator's office will attempt to schedule the appeal hearing within five business days of receiving notice of the employee's appeal. The employee may choose to have the second level appeal heard informally in a meeting, or alternatively, may elect to have a formal appeal hearing (see below). If the employee elects an informal appeal, the City Administrator will follow the protocol of first level appeals.

Formal Appeal Hearing. A formal appeal hearing is a proceeding convened by the City Administrator for the purpose of considering documentary evidence as well as testimony from the employee and other involved parties (*e.g.*, the Department Director, supervisor(s), other employees, and/or other relevant witnesses) relative to the employee's appeal. Both the City and the employee will be permitted to call witnesses and present documentary evidence. The formal rules of evidence do not apply to appeal hearings. The employee and the City may be represented by an attorney or other advisor during the proceeding. The appealing employee must submit a written statement of relevant issues along with a list of witnesses and any supporting documentation five business days prior to the scheduled hearing. Formal hearings will normally be scheduled to convene and end within one day.

Formal appeal hearings are not available for first level appeals to Department Directors. Formal appeal hearings are only available when the appeal is to the City Administrator (whether a first or second level appeal). Appeal hearings will normally be conducted on City time without loss of pay to the appealing employee.

Witnesses. Requests for other employees to participate in a formal appeal hearing must be made in writing to the City Administrator's office at least five business days prior to the scheduled hearing. The City Administrator's office will coordinate attendance by witnesses who are employees of the City. Employee witnesses who participate in an appeal hearing will not lose any pay if their participation takes place during their regular work schedule. Except under unusual circumstances, employees who are not scheduled to work at the time of the hearing will not be required to participate in the hearing.

Written Decision. The Department Director or City Administrator, as the case may be, will attempt to provide the appealing employee with a written decision within five business days of the conclusion of the appeal meeting or hearing.

7.15 CITY'S WEB SITE LINKS POLICY

Employees involved in updating and maintaining the City's official web site must comply with the City's Technology and Web Site Policy. Literature including web links and calendar notices to outside organizations must be approved by the City Administrator prior to posting.

Employees involved in updating and maintaining the city's official website must adhere to the city's communications policies. Literature including web links and calendar notices to outside organizations must be approved by the Communications and Marketing Director prior to posting.

- Insubordination or other disrespectful conduct
- Violation of local, state or federal law
- Lying or willful omission of fact
- Failure or refusal to follow lawful orders
- Sleeping on the job
- Dishonesty, including misrepresentation during hiring process
- Violating the City's Social Media Policy
- Not reporting arrests, charges, convictions and other criminal matters

Mandatory Reporting of Felonies and Misdemeanors. All employees must notify their supervisor and/or their Department Director (Department Directors must notify the City Administrator) if they are arrested, and charged, with any felony. Employees must notify their supervisor and/or their Department Director within one business day after the arrest.

All employees must notify their supervisor and/or Department Director if they are indicted, convicted, receives deferred adjudication, or pleads nolo contendere to any misdemeanor or felony. Employees must notify their supervisor and/or Department Director within one business day after the indictment or conviction and before they report for their next scheduled shift.

All emergency services employees (Police Department and Fire Department) must notify their supervisor and the Department Director if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead nolo contendere to any misdemeanor or felony. Emergency Service personnel must contact their supervisor and/or Department Director within twenty-four hours of the event and before they report for their next scheduled shift.

Employees who do not drive as part of their job duties with the City are not required to report minor traffic violations.

Administrative Leave. During an investigation into alleged offenses or violations of City policies, the City may, at its sole discretion, place the employee on administrative leave. The leave may be with or without pay and may be charged to vacation leave, sick leave or compensatory leave if authorized by the City Administrator.

8.2 PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness are vital to the City's image as well as the morale of its employees. All employees are expected to present a clean and neat appearance and to dress in an inoffensive and appropriate manner while on City premises and while off premises on City business. Reporting to work in a clean and neat manner shows that an employee cares about their appearance and their job.

Employees who work at City Hall, as well as other City employees who have citizen and other third party contact, must abide by the following:

- No visible tattoos. Employees who have tattoos must keep them covered with a shirt, pants, skirt, socks, hosiery, jewelry or other clothing. **(STRIKE)**
- No nose rings/studs, eyebrow rings, tongue studs or similar type facial jewelry.
- No gauge or large hoop earrings. No overly-large or otherwise unprofessional in appearance.

User Guidelines

- Blogging, or posting information of a personal nature on the Internet, is not allowed during work hours.
- Any blogging or posting information on the Internet, whether done during or after work hours, must comply with the City's ethical guidelines.
- Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet, regardless if done during or after work hours. Posting of confidential information may violate state law and subject the user to criminal penalty.
- Employees must abide by all federal and state laws with regard to information sent through the Internet.
- Do not identify yourself as a City employee.
- No viewing or posting to social media sites during work time, unless related to City business and properly authorized.
- Do not use a City email address when registering for social sites.
- Do not post any false or misleading information about the City.
- Respect coworkers and the City. Do not put anything on your blog or post any information and/or pictures that may defame, insult, demean or damage the reputation of the City or any of its employees.
- Do not post any pornographic pictures of any type that could identify you as an employee of the City, or any particular City Department.
- Do not post pictures of yourself or others containing images of City uniforms or insignia, City equipment or City work sites, unless posting on the City official website.
- Under federal law, bloggers must disclose any material connection with any product or service described in a posting. Since City employees are not to identify themselves on social media as City employees, this means they are prohibited from blogging about City products or services.
- The City prohibits the unauthorized release or disclosure of any employee information through the Internet or through other means that may be considered private and/or confidential by law.
- The City prohibits the unauthorized posting of information on the Internet that could adversely impact the City and/or an employee of the City.
- Employees are encouraged to set their personal social media setting to private and limit the general public's ability to view their social media profile and content.

General:

1. Public communication refers to any communication, whether written or spoken, between an employee of the City of Willow Park and a resident or non-resident member of the public when such communication is made in the employee's capacity as an official of the City of Willow Park;
2. Examples of public communication may include, but are not limited to:
 - a. Phone calls;
 - b. E-mails;
 - c. In-person conversations;
 - d. Postings and articles on the City's website;
 - e. Postings on social media websites; and
 - f. Interviews with members of the news media.
3. City employees should ensure that all public communication is performed in a professional manner which reflects positively on the City of Willow Park, its employees, operations, and citizens;

4. When engaging in public communication on behalf of the City of Willow Park an employee shall refrain from the following forms of content:

- a. Comments in support of or in opposition to political campaigns or ballot measures;
- b. Profane language or content;
- c. Content that promotes or fosters discrimination on the basis of race, creed, color, age, religion, gender, marital status, national origin, physical or mental disability;
- d. Sexual content or links to sexual content;
- e. Solicitations of commerce;
- f. Conduct or encouragement of illegal activity;
- g. Information that may tend to compromise the safety or security of the public or public systems; or
- h. Content that violates a legal ownership interest of any other party

5. Where applicable, the employee is responsible for the retention of public communication as may be required by State or Federal law.

In addition to these general procedures, the following guidelines should be considered by all City employees engaging in the following methods of public communication:

Electronic Media: The City of Willow Park maintains a variety of electronic media tools for the purpose of distributing vital information to the public.

1. All content posted in electronic media format must adhere to the standards outlined in the General section of this policy;
2. Any content not meeting these standards may be removed;
3. Any content removed from an electronic media source shall be retained, including the time, date, and identity of the individual who posted such content, for the purposes of records retention.

City Website: The City of Willow Park maintains an internet website for the purpose of distributing vital information to the public, including but not limited to City ordinances, records of public meetings, public events, contact information, financial information, and more. The City's official website shall be the primary source of information distributed via electronic media. In all communication via the City's website, employees shall abide by the following code of conduct:

1. Information posted on the City website should be timely and accurate. Changes to any posted content should be updated as soon as practicable;
2. Each department head or their designee shall be responsible to communicate with the Communications and Marketing Department about any necessary changes to the web site. Certain departments will be allowed access to update their own pages and information;
3. Oversight for the City's website shall be conducted through the Communications and Marketing Department;
4. All postings to the City's website shall conform to the content requirements set forth in the General section of this policy.

City social media accounts: The City of Willow Park, as well as City departments, may maintain social media accounts as a secondary means of distributing information to the public. In all communication via social media, employees shall abide by the following code of conduct:

1. All social media pages shall conform to the requirements for branding and identification to ensure consistency with all official City accounts as outlined within the Style Guide Policy;
2. All postings to City of Willow Park social media tools shall conform to the content requirements set forth in the General section of this policy;
3. The best, most appropriate uses of social media tools may include:
 - a. As a channel for quickly disseminating time-sensitive information as quickly as possible (for example, emergency information);

- b. As marketing or promotional channels which increase the City's ability to broadcast its message to the widest possible audience.
4. Wherever possible, content posted to City of Willow Park social media tools will also be available on the City's official website;
5. Wherever possible, content posted to City of Willow Park social media tools should contain links directing users back to the City's official website for more information, including documents, forms, or online services necessary to conduct business with the City of Willow Park;
6. All content posted to a social media tool shall be topically related to the particular social medium article being commented upon;
7. Each department is responsible for determining which employees shall have access to post information to City of Willow Park social media tools;
8. The Communications and Marketing Department shall maintain a list of all approved accounts as well as administrator login and password information;
10. Departmental social media administrators are responsible for informing the Communications and Marketing Department in the event that a login or password is changed as soon as practicable;
11. All departmental social media administrators must designate the Communications and Marketing Director as an administrator for each social media page, along with one full-time staff member from the department in which the account was created.

Guidelines for personal use of social media

Confidential, proprietary and non-released City information should not be included in employees' private social media activity. Private and personal information, pictures, and video about or depicting City employees, contractors, customers and constituents gathered through the employee's professional activities must never appear online.

8.17 MEDIA CONTACT/NEWS RELEASES (STRIKE THIS SECTION)

No employee may give a news or press release on behalf of the City without the prior authorization from the City Administrator. Media inquiries should be directed to the City Administrator or designated Public Information Officer.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: November 15, 2022	Department: Planning & Development	Presented By: Bill Funderburk
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AGENDA ITEM:

Discussion/Action to Consider Compensation to City Employees Who Have Exceeded 240 Hours in Vacation and Compensatory Time

BACKGROUND:

There are nine employees that have exceeded the maximum mandatory 240 hours of vacation leave time. Most, if not all these employees, have accumulated these hours over many years and for many different reasons. The most common reason there was not enough staff to fill in for employees to take vacation especially in the Fire Department. As I have stated, these exceeded hours have occurred over many years. One employee nearly twenty years and another over the last ten to fifteen. Failure not to reconcile this issue now will only cost the city more money in the future.

Attached is the list of current employees that need to be compensated for time over 240 hours. Once this is corrected, it will be the responsibility of department heads to ensure that employees do not exceed the maximum hours.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the City Council approve compensating employees.

EXHIBITS:

Attachment.

RECOMMENDED MOTION:

Motion to approve compensating the city employees listed that have exceeded the maximum 240 hours of vacation and compensatory time.

10/01/21-11/08/22

Employee #	Employee Name	Leave Accrual Date	Leave Code	Balance		Taken	Balance	Available Balance	Default Rate	Item 10. Amount
				Forward	Earned					
Department: 001 - ADMINISTRATION										
50	GRIMES, BRYAN R Accrues 3 Weeks	12/04/2017	COMP T VAC	48 331.16	0 89.32	0 0	48 420.48	48 420.48		
							Total Hours:	468.48		
							Max Accrual Hours:	-240		
								228.48	75.54	17,259.38
11	SCOTT, CANDICE J Accrues 3 Weeks	02/10/2000	VAC	456.9	178.35	252	383.25	383.25		
							Total Hours:	383.25		
							Max Accrual Hours:	-240		
								143.25	38.04	5,449.23
Total Liability Admin:										22,708.61
Department: 004 - FIRE DEPARTMENT										
16	JUNKER, JARED L Accrues 3 Weeks	04/18/2013	HOL EARNED VAC	32 471.96	32 133.98	0 0	64 605.94	64 605.94		
							Total Hours:	669.94		
							Max Accrual Hours:	-240		
								429.94	20.59	8,852.46
18	LAMB, MICHAEL F Accrues 3 Weeks	07/11/2009	VAC	472.43	178.35	67	583.78	583.78		
							Total Hours:	583.78		
							Max Accrual Hours:	-240		
								343.78	20.59	7,078.43
21	LOCKWOOD, KEVIN J Accrues 3 Weeks	10/01/2012	COMP T VAC	32 629.8	0 138.57	0 120	32 648.37	32 648.37		
							Total Hours:	680.37		
							Max Accrual Hours:	-240		
								440.37	39.22	17,271.31
23	SCHNEIDER, JOHN C Accrues 3 Weeks	10/03/2008	COMP T VAC	32 1,011.31	0 178.35	0 0	32 1189.66	32 1189.66		
							Total Hours:	1221.66		
							Max Accrual Hours:	-240		
								981.66	49.16	48,258.41
Total Liability Fire:										81,460.61
Department: 007 - POLICE DEPARTMENT										
27	MALWITZ, RYAN C Accrues 2 Weeks	05/04/2015	HOL EARNED VAC	76 333.84	56 133.98	0 59	132 408.82	132 408.82		
							Total Hours:	540.82		
							Max Accrual Hours:	-240		
								300.82	32.10	9,952

