



## CITY COUNCIL REGULAR MEETING AGENDA

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

Tuesday, November 28, 2023 at 6:00 PM

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### 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.

### CONSENT AGENDA

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

1. Approve City Council Minutes - Regular City Council Meeting November 14, 2023.

### REGULAR AGENDA ITEMS

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

4. Discussion/Action: to approve an amendment to the UNCO 380 Agreement.
5. Discussion/Action: to approve on a resolution opting out of the Class Action lawsuit against 3M, Dupont and other PFAS manufacturers arising out of PFAS chemicals.
6. Discussion/Action: to authorize use of Hotel Occupancy Tax funds for billboard advertising.

## INFORMATIONAL

Mayor and City Council Comments

City Manager Comments

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

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

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

## ADJOURNMENT

*As authorized by Section 551.127, of the Texas Government Code, one or more Council Members or employees may attend this meeting remotely using video conferencing technology.*

*The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.*

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: November 22, 2023, at 11:30 a.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

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Crystal R. Dozier, TRMC, CMC  
City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at [cdozier@willowpark.org](mailto: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](http://www.willowpark.org)



## CITY COUNCIL REGULAR MEETING MINUTES

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

Tuesday, November 14, 2023 at 6:00 PM

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

Mayor Pro Tem Lea Young called the meeting to order at 6:00 PM.

#### PRESENT

Councilmember Eric Contreras  
Councilmember Chawn Gilliland  
Councilmember Greg Runnebaum  
Councilmember Lea Young  
Councilmember Nathan Crummel

#### ABSENT

Mayor Doyle Moss

#### STAFF PRESENT

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

### PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Pro Tem Young requested a moment of silence followed by the pledge of allegiance led by Councilman Gilliland.

### PUBLIC COMMENTS (Limited to three minutes per person)

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

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

Dave Lorenzo at 133 Sam Bass Rd. and Cindy Voorhees both spoke before the City Council.

## CONSENT AGENDA

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

1. Approve City Council Minutes - Regular City Council Meeting October 24, 2023.

**To approve City Council Minutes - Regular City Council Meeting October 24, 2023.**

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

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

## REGULAR AGENDA ITEMS

2. Discussion/Action: to award a contract for the construction of a wastewater treatment plant.

**Gracon Construction, Inc be awarded the bid for the construction of the wastewater treatment plant in the amount of \$13,606,655.00 and the award include the additive alternate bid of \$940,780.00 for a total bid award of \$14,547,435.00 contingent upon release of funds by the Texas Water Development Board.**

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

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

3. Discussion/Action: to consider all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto.

**To direct staff to authorize a publication and posting of notice of intention to issue certificates of obligation in an amount not to exceed \$4,000,000 for the purpose of paying contractual obligations to be incurred for (i) wastewater utilities, and the financing thereof; including the adoption of a resolution pertaining thereto.**

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

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

4. Discussion/Action: to approve a resolution finding and declaring that the City of Willow Park has more than 5,000 inhabitants in the corporate limits of the City.

**To approve a resolution certifying the population of the City of Willow Park to be greater than 5000 as presented.**

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

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

5. Consider and take action on a resolution declaring the City's intent to begin annexation of approximately 7,815 feet, comprising 10.95 acres of East Bankhead Highway, directing City staff to prepare a service plan and scheduling two public hearings on the proposed annexation.

**To approve a resolution declaring the City's intent to begin annexation of approximately 7,815 feet, comprising 10.95 acres of East Bankhead Highway, directing City staff to prepare a service plan and scheduling two public hearings on the proposed annexation.**

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

6. Consider and take action on a resolution accepting the annexation petition from Dustin Kyle Haney and Jayme Lynne Haney requesting annexation of an approximately 31.247 acre tract, directing City staff to prepare and negotiate an annexation services agreement and scheduling a public hearing on the proposed annexation.

**To approve a resolution accepting the annexation petition from Dustin Kyle Haney and Jayme Lynne Haney requesting annexation of an approximately 31.247 acre tract, directing City staff to prepare and negotiate an annexation services agreement and scheduling a public hearing on the proposed annexation.**

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

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

7. Discussion/Action: to approve the City's 4th Quarter Financial Report.

**To approve the City's 4th Quarter Financial Report as presented.**

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

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

8. Discussion/Action: to approve a contract with Axon for the Taser 7 over a five year period.

**To approve a contact with Axon for the Taser 7 over a five year period.**

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

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

9. Discussion/Action: to approve a resolution electing a Board of Directors for the Parker County Appraisal District of Parker County.

**To approve a resolution electing a Board of Directors for the Parker County Appraisal District of Park County.**

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

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

10. Discussion/Action: to approve an agreement between the City of Willow Park and the Weatherford Mountain Bike Club.

**To approve an agreement between the City of Willow Park and the Weatherford Mountain Bike Club.**

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

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

11. Discussion/Action: to adopt an ordinance amending Ordinance 887-23 "Development Fee Schedule".

**To adopt an ordinance of the City Council of the City Of Willow Park, Texas, amending Development Services Fee Schedule, Including Fees for Building Permits and Inspections, Miscellaneous Permits, Other Inspections or Plan Reviews, and Irrigation Permits; onsite Sewage Facility Permits and Repair Permits; Oil and Gas Well Permits; Demolition Permits; Sign Permits; Health Permits; Fire Permits and Services, Including Fire Alarm Code Review, Fire Sprinkler Code Plan Review, and Additional Fire Code Review and Inspections; Special Event Permits; Code Enforcement; and Administrative Services; amending various City Ordinances; Providing a Repealer Clause, Providing a Severability Clause; and Providing an Effective Date.**

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

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

## 12. Discussion Only: Public Improvement District.

City Manager Bryan Grimes gave a brief introduction on Public Improvement District discussion. Mr. Grimes introduced Erik Macha with Hilltop Securities. Mr. Macha gave a presentation on what a Public Improvement District commonly known as a "PID". The presentation included the difference between a Tax Increment Reinvestment Zones commonly known as "TIRZ" and PID.

### INFORMATIONAL

#### Mayor and City Council Comments

**Councilman Runnebaum requested Staff to regulate requests from residents who are wanting changes made to their property during road construction at the cost of other taxpayers.**

**Mayor Pro Tem Young requested an update from Staff on drainage issues that have been brought to the city council.**

**Councilman Contreras wished everyone a happy Thanksgiving.**

#### City Manager Comments

**City Manager Bryan Grimes thanked the City Council and Mayor Moss for allowing him to be excused from the last several city council meetings and attend all his son's football games. He praised the city staff for being one of the best in the state of Texas but most of all he thanked the Assistant City Manager, Bill Funderburk. He presented Mr. Funderburk with a Texas Rangers World Series shirt as a token of gratitude.**

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

**Mayor Pro Tem Young convened into Executive Session at 7:15 pm.**

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

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

**Mayor Pro Tem Young reconvened into Open Session at 7:25 pm.**

**A motion was made to approve the filing of the lawsuit against Halff Associates, Inc.**

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

### ADJOURNMENT



**Mayor Pro Tem Young adjourned the meeting at 7:27 pm.**

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

These minutes were approved on the 28<sup>th</sup> of November, 2023.

\_\_\_\_\_  
Mayor Pro Tem Young

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

DRAFT



# CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> November 28, 2023	<b>Department:</b> Admin	<b>Presented By:</b> City Secretary
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**AGENDA ITEM:**

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

**BACKGROUND:**

Staff is requesting a new service agreement with Silverback Shredding for the city’s shred services. The city cancelled its service contact with Shred-It as we had issues with billing and communication. After reviewing the account staff found it was in the best interest of the city to cancel the services and find a new company.

Silverback is vetted by other municipalities with a lower cost to the city.

Shred-It Service for once every 4 weeks for City Hall and Police Department was \$250

Silverback Shredding Service for once every 4 weeks for City Hall and the Police Department will be \$110

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

**Suggested motion: to approve a service agreement with Silverback Shredding Service.**

**EXHIBITS:**

Service Agreement

<b>ADDITIONAL INFO:</b>	<b>FINANCIAL INFO:</b>	
	<b>Cost</b>	\$
	<b>Source of Funding</b>	\$

# Silverback Service Agreement



**SILVERBACK**  
**SHREDDING SERVICE**  
THE DOCUMENT DESTRUCTION COMPANY

Item 2.

## Customer Information

### Sold to location:

Company Name: City of Willow Park Tel 817.441.7108 Fax \_\_\_\_\_

Address: 120 El Chico Trail Suite A Ste. A

City: Willow Park State TX Zip 76087

Are invoices paid at this location:  yes  no Same as: \_\_\_\_\_ Bill to \_\_\_\_\_ Payer

\* City Hall 120 El Chico Trail, Suite A Willow Park, TX 76087

\* Police Dept 101 W. Stagecoach Tr. Willow Park, TX 76087

Address: \_\_\_\_\_ Ste. \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Contacts

Decision Maker: Crystal Dozier Tel 817.441.7108 email cdozier@willowpark.org

Alternate: \_\_\_\_\_ Tel \_\_\_\_\_ email \_\_\_\_\_

## Automatic Service

\_\_\_\_\_ on site \_\_\_\_\_ off site

Security consoles \_\_\_\_\_ standard console (Qty) \_\_\_\_\_  64 gal \_\_\_\_\_ 95 gal

Other \_\_\_\_\_ (Qty) \_\_\_\_\_

Service Frequency Every \_\_\_\_\_ 1 \_\_\_\_\_ 2 \_\_\_\_\_ 4 week (s), or \_\_\_\_\_ wk Other \_\_\_\_\_

Service Fees  Flat rate: \$155 includes: \_\_\_\_\_ per unit rate: \_\_\_\_\_

Extra material rate: \_\_\_\_\_ Banker Box \$ \_\_\_\_\_ Binder Box \$ \_\_\_\_\_ File Drawer \$ \_\_\_\_\_

\_\_\_\_\_ Hard Drive \_\_\_\_\_ small \_\_\_\_\_ large \$ \_\_\_\_\_ Media \_\_\_\_\_ small \_\_\_\_\_ large \$ \_\_\_\_\_

Other: 1 64 gal. per location

## Invoice Details

Invoice type: \_\_\_\_\_ local  Consolidated -Billing Date: \_\_\_\_\_

Payment Method: \_\_\_\_\_ -check \_\_\_\_\_ E.T.F. (attach info) \_\_\_\_\_ Visa \_\_\_\_\_ MC \_\_\_\_\_ Amex

\_\_\_\_\_ PO # required \_\_\_\_\_ Blanket \_\_\_\_\_ Per Service

Company Billing email

address: \_\_\_\_\_ ffff \_\_\_\_\_

Notes: \_\_\_\_\_

Tax Type: (attach certificate) \_\_\_\_\_ Exempt Service Cert. \_\_\_\_\_ Resale Cert. \_\_\_\_\_ Direct Buy Cert.

I have read and agree to the Terms and Conditions on reverse:

### Company

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

### Silverback Shredding

Signed Shelly Vinzant

Print Name Shelly Vinzant

Position owner

Date 11-14-2023

## Terms and Conditions

Company will provide containers and collection of all customer's confidential documents as herein provided. Confidential Information includes any information relating to the customer's property, business, and affairs. Unless such confidential information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purpose provided in this agreement.

The service charge is used to help Company pay various current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred in the future by Company.

This agreement is effective as of the date of the first invoice and shall remain in effect for ~~(60)~~<sup>12</sup> sixty months from the date of first invoice. This agreement shall automatically renew for the same term unless the company is notified in writing (60) sixty days in advance of the expiration of the current term. Price listed on service agreement is based on the number of containers quoted and frequency of service. Company has the right to increase prices and/or service charges and/or minimum charges. Notice may be in the form of invoice. The customer has the right to reject these increases. If customer rejects increase, Company has the right to terminate this Agreement. The customer certifies that the Company is in no way infringing upon any existing contract between the Customer and another service provider.

Additional containers and services can be added to this Agreement and shall automatically be a part of and subject to the terms hereof. If this agreement is terminated before the full term, the parties agree that the damages sustained by Company will be substantial and hard to ascertain. Therefore, if this agreement is terminated by customer prior to the applicable expiration date for any reason other than for documented quality of serve reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to company, as liquidated damages and not as a penalty, 50% of the average invoice total multiplied by the number of invoices remaining in the unexpired term. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination, up to and including the charges for servicing the Customer on the last pick-up. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under both the laws of the state where customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. Any dispute arising under this agreement shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located. This agreement and any arbitration resulting there from shall be exclusively governed by the laws of the state where the customer is located and applicable federal laws.

All consoles and containers remain the property of Company. The customer agrees to use said consoles and containers solely for disposal of confidential material. In the event that the consoles and containers are lost, damaged or destroyed by any means, the Customer will pay for said consoles and containers at the then current replacement values.

Company will deliver the highest quality of shredding service. Any complaints about the quality of services which have not been resolved in the normal course of business must be sent by registered letter to the Company's General Manager. If the company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to the Company in good and usable condition.



**CITY COUNCIL AGENDA ITEM BRIEFING SHEET**

<b>Meeting Date:</b> November 28, 2023	<b>Department:</b> Planning & Development Dept.	<b>Presented By:</b> Toni Fisher
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**AGENDA ITEM:**

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

**BACKGROUND:**

HMH Country Hollow Land, LLC, will be the developer for the Country Hollow residential subdivision as stated above. This subdivision will be serviced by Willow Park’s public water and sewer, and contains public infrastructure and improvements, which will be maintained by the City of Willow Park.

This Agreement provides terms for construction of public improvements and utility services, as well as other requirements. It must be approved and executed by both parties before construction on the property is permitted.

With Council’s approval on this Item, it is requested that it also grant the City Administrator’s authority to make administrative changes to the Agreement, if necessary.

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

City Staff recommends approval of the Community Facilities/Developer’s Agreement for terms regarding public improvements, as stated.

**EXHIBITS:**

- Developer’s Agreement
- Exhibit “A” – Metes & Bounds Description

**RECOMMENDED MOTION:**

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

**CITY OF WILLOW PARK  
COMMUNITY FACILITIES/DEVELOPER’S AGREEMENT  
“COUNTRY HOLLOW” ADDITION**

Agreement between the City of Willow Park Texas, (the “City”) and **HMH COUNTRY HOLLOW LAND, LLC**, or assigns, (the “Developer”), as sole owner and developer of property generally located **APPROXIMATELY 19.16 ACRES OUT OF THE JOHN H. PHELPS SURVEY, ABSTRACT NO. 1046, CITY OF WILLOW PARK, PARKER COUNTY, TEXAS** and as more particularly described as Exhibit “A”, attached hereto and incorporated herein by reference (“Property”). This Agreement relates solely to the development of a residential community (the “Development”) to be developed pursuant to applicable federal, state and local statutes, rules, regulations, the City’s ordinances, the Final Plat of the Development that was approved on **OCTOBER 24, 2023** and this Development Agreement and provisions for the installation of certain public improvements, including, without limitation, water, wastewater and drainage facilities, streets, street lighting (both on-site and off-site necessary to support the Development), easements, open space and community facilities (collectively, the “Improvements”) located therein; and for the assurance of completion and maintenance thereof.

**SECTION 1. GENERAL REQUIREMENTS FOR THE DEVELOPER**

- A. Completion Date of Development. The Developer agrees that all Improvements required to be completed by the Developer hereunder shall be completed no later than two and one-half (2½) years following the date that this Agreement is approved by the City Council.
- B. Completion of Agreement. This Agreement shall not be considered as complete until one (1) USB flash drive with a full set of digital design files (in .dwg and .pdf format) for all streets and utilities, including street lighting in the Development, certified by the Developer’s Engineer, are filed with the City Administrator.
- C. Covenant Running with the Land. The covenants contained herein shall run with the land comprising the Development and bind all successors and assigns of the Developer until all Improvements are complete and the City Council provides a letter acknowledging completion of the Improvements. Subsequent to formal acceptance of the Improvements only the maintenance and other continuing obligations continue to bind all successors, heirs and assignees. In addition, this Agreement and the letter accepting the Improvement shall be filed of record with the City Secretary as evidence thereof.
- D. Performance and Payment Bonds for Completion of Public Improvements. The Developer shall obtain a performance bond payable to the City to ensure completion of the required public Improvements to be completed by the Developer, as stipulated in this Agreement, and assign such performance bond to the City. The performance bond shall be in the amount of 100 percent of the total contract price (between the Developer and the Prime Contractor), guaranteeing the full and

faithful execution of the work and performance of this Agreement and payment for all labor, materials, and equipment used in the construction of the improvements. The bond amount may be reduced on a pro-rata basis as the Improvements are accepted by the City Engineer as evidenced by a letter of acceptance.

- E. Maintenance Bond for Public Improvements. The Developer shall provide to the City a maintenance bond, in form and substance acceptable to the City Attorney in its sole discretion, that guarantees maintenance of all public Improvements required by this Agreement for a period of not less than two (2) years following acceptance by the City Manager or City Manager's designee of the Improvements. The maintenance bond shall be in the amount of 100 percent of the total costs of the Improvements for this period and the amount of the bond shall be agreed to by the City Administrator.
- F. Temporary Improvements. If temporary improvements related to the Development are required by existing ordinance, statute or federal law, the Developer shall enter into and file a separate improvement agreement and escrow or provide a letter of credit in form and substance acceptable to the City Attorney in his sole discretion, in an amount sufficient to ensure the proper construction, maintenance and removal of the temporary improvements. The Developer shall build and pay for all costs of temporary improvements required by the City and shall maintain those improvements for the period specified by the City.
- G. Developer's Engineer. The Developer must employ a civil engineer, architect or landscape architect, as appropriate, licensed to practice in the State of Texas, for the design and preparation of the plans and specifications for the construction of all Improvements required to be constructed by the Developer under this Agreement.
- H. Contractor Approval. On all public Improvements for which the Developer awards its own construction contracts, the Developer must employ a contractor approved by the City. The contractor must meet the City regulatory standards and statutory requirements for being insured, licensed and bonded to do work in public streets and/or public projects, and to be qualified in all aspects to bid on public streets and upon public projects of similar nature, as the case may be.
- I. Responsibility for Contractor/Subcontractor Fees. On all public Improvements for which the Developer awards its own construction contract(s) or subcontracts, the Developer shall be responsible for all costs incurred in the procurement of such services, labor and materials.
- J. Maintenance of Property While in Development. The Developer will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land within the Development which has not been sold to third parties and upon which the third party purchaser has not initiated substantial construction. If the Developer fails to properly mow or maintain the property ten (10) days after written notice or demand by the City, the City may contract for

this service and bill the Developer for reasonable costs. Should the costs remain unpaid 30 days after notice, the City may file a lien on the property so maintained and withhold acceptance of the subdivision until all unpaid assessments and liens have been satisfied.

- K. Dedication of Property. If required by the City Engineer or Planning & Development Director, any dedication to the City of real property as shown on the approved preliminary plat or final plat, including right-of-way and easements, shall include a metes and bound description for conveyance by either final plat or separate instrument.
- L. Property Owners Association. The Developer shall establish a Property [Home] Owners Association for the Development with By-laws, rules and regulations consistent with this Agreement, pertinent City Ordinances and Development Codes and state and federal law. The Developer shall submit the organizational documents to the City Attorney for verification of the inclusion of pertinent terms of this Agreement prior to the recordation of same. The Developer must file in the Real Property Records of Parker County, Texas, a Declaration of - Covenants, Conditions and Restrictions (“Restrictions”). Membership shall be mandatory for all homeowners. The Property Owners Association shall establish an architectural control committee. In addition, the Developer and the Property Owners Association shall be responsible for maintaining all private streets, private utilities and private and public common areas, open spaces and facilities, and for enforcing the Restrictions, ; but the City also shall have the right, but not the obligation, to enforce the Restrictions following 30 day notice issued by the City in the event Developer or Property Owners Association fails to perform.

## **SECTION 2. CONSTRUCTION PROCEDURES FOR THE DEVELOPER**

- A. Engineering Standards. Developer agrees that all public works projects and Improvements to be completed by the Developer shall be constructed at a minimum in accordance with the City’s engineering standards.
- B. Conditions Prior to Construction. Prior to authorizing construction, the City Engineer shall be satisfied that all the following conditions have been met:
1. The approved final plat and site plan reflect all City conditions of approval. The final plat showing all easements, and tax certification will be produced and provided to the City for filing with the Parker County Clerk. All costs for final plat preparation and filing fees are at the expense of the Developer.
  2. All required plans and contract documents, if any, shall have been completed and filed with the City.



3. All necessary easements or dedications required for public facilities and improvements, as shown on the approved final plat, shall be conveyed solely to the City by either the final plat or by separate instrument.
  4. All contractors participating in the construction shall be presented with a set of approved plans bearing the City Administrator's or City Administrator's designee stamp of release. These plans must remain on the job site at all times.
  5. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the City.
  6. All applicable fees must be paid to the City, including, but not limited to applicable impact fees for water, wastewater and drainage. A potential waiver of impact fees for in-kind consideration will be addressed on a case-by-case basis and subject to the approval of the City, such approval to be within the sole and absolute discretion of the City.
  7. The Developer or contractor must furnish to the City an insurance policy of general liability in the amount of \$1,000,000 naming the City as co-insured, prior to the commencement of any work within the Development, or construction of the Improvements by the Developer or contractor.
  8. The Developer must furnish to the City performance and payment bonds, letters of credit or cash escrow as required. No approval of work on or in the development shall be given by the City and no work shall be initiated on or in the development by the Developer until the performance and payment bonds have been received and approved by the City.
  9. Construction of the Improvements shall not be initiated until a pre-construction conference has been conducted regarding the proposed construction. Further, the Developer will give a minimum of 48 hours written notice to the City's Engineer, indicating the time and date that construction will commence.
- C. Inspections. Construction of all Improvements to be completed by the Developer shall be subject to periodic inspections by the City Administrator or the City Administrator's designee. The Developer shall not backfill or cover any sanitary sewer, storm drain or water pipes unless a City inspector is present and gives his consent to proceed. Further, no service lines of water or sewer mains shall be connected to any building until the water and sewer mains have been completed, inspected, and accepted by the City. The Developer will reimburse the City for overtime worked by city personnel in performing project inspection. The Developer shall be responsible for completing and/or correcting public improvements completed by the Developer that are not constructed in accordance with the City's construction standards, specifications, and engineering standards or

this Agreement. Any change in design required during construction shall be reviewed and approved by the City Administrator or City Administrator's designee.

- D. Inspection Fee. All Improvements shall be constructed in compliance with the development plan specifications and proof of compliance shall be provided to the City by testing. Developer, at its sole cost and expense, shall employ an independent testing laboratory agreed to by the City Administrator. Testing of all Improvements shall be performed and results of the tests shall be submitted for review and approval by the City Administrator or City Administrator's designee. Any tests which indicate non-compliance or variance from the project specifications shall result in notification to the City and the contractor of the non-compliance and that work must be remediated. Remediation shall continue until the non-compliance areas have been brought into compliance as indicated by additional testing and City approval.

### SECTION 3. DEVELOPER'S PUBLIC IMPROVEMENTS

#### A. Open Space

1. Park Land Dedication. The Developer agrees to either dedicate or cause to be dedicated to the City real property for park land, as would be described on Exhibit "B" attached hereto and incorporated herein by reference ("Open Space"). Dedication of fee simple title to and interests in the Open Space shall be made prior to the acceptance of any Improvements within the Development and must be made with a metes and bounds description. The acreage contemplated in this subsection, and as designated on the Final Plat, shall be used as public open space; or, Developer shall pay the park land dedication fee to the City as shown in the current adopted Fee Schedule.
2. Obligations of Improvements:
  - (a) The Developer shall obtain a City approved Landscaped Plan that includes all open space improvements and dedications. All Open Space as dedicated on the approved final plat will be maintained by the Property Owners Association after formal acceptance by the City.
  - (b) The Developer shall construct, maintain and be responsible for any and all costs associated with and necessary to provide landscape improvements within the Open Space. Plans for the landscaping are to be submitted to the City for approval before work commences.
  - (c) All landscaping shall, at a minimum, comply with the City's Landscaping, Tree Preservation and Open Space Ordinances. Variations from any of the Ordinances shall be made in accordance

with the applicable Ordinance provisions and shall meet or exceed the goal of the Ordinance.

- (d) The improvements in the Open Space shall be completed simultaneously with the final phase of the Development.
3. Maintenance Responsibility. The Property Owners Association shall maintain the Open Space perpetually following the completion of the Improvements. The Developer agrees to accept responsibility for the maintenance of the Open Space until such responsibility is turned over to a Property Owners Association.
- B. Streets. All interior streets of the Development shall be public and dedicated in accordance with the approved Final Plat. The streets shall be built in accordance with the approved construction plans and specifications and requirements of the City. The interior streets shall be constructed in phases as the lots are developed and as required to serve the specific phase being developed. The interior streets shall include:
- **Deer Ridge Drive**
  - **Morning Dew Drive**
  - **Whitetail Drive (portion within Country Hollow subdivision only)**
- C. Perimeter Streets.
1. Public Street and roadway dedications shall be made by the Developer in accordance with the approved final plat. This dedication shall also include the conveyance of temporary construction, utility, drainage, and slope easements, as required by the City Engineer.
  2. The Developer shall place a performance bond in the amount of 100% and in form and substance reasonably acceptable to the City for the design and construction of perimeter streets.
  3. The Developer shall be solely responsible for the installation, maintenance, and cost of all landscaping in any roadway medians indicated on the approved construction plans.
  4. The Developer may construct a temporary road to be approved by the City to access the site for construction purposes.
- D. Sanitary Sewer. The Developer, at its sole cost and expense, shall construct or cause to be constructed public on-site sewer facilities per the approved construction plans, including the lines, mains or improvements constructed or to be constructed within the boundaries of the Development, all of which will be

dedicated to the City. The Developer shall construct all off-site improvements as indicated on the approved construction plans. Any off-site sanitary sewer improvements will be dedicated to the City upon acceptance by the City. The Developer will provide a two (2) year warranty and maintenance bond to the City upon dedication and acceptance of such improvements. The on-site sanitary sewer facilities shall be constructed in phases as the lots are developed and as required to serve the specific phase being developed. Sewer service shall be functional to each lot platted, prior to the sale of the lot to any third party.

- E. On Site Water. The Developer, at its sole cost and expense, shall construct or cause to be constructed public on-site water facilities as shown in the construction plans approved by the City including the lines, mains or improvements constructed or to be constructed within the boundaries of the development all of which will be dedicated to the City. The Developer shall construct all off-site improvements as indicated on the approved construction plans. Any off-site water improvements will be dedicated to the City upon acceptance by the City. The Developer will provide a two-year warranty and maintenance bond to the City upon dedication and acceptance of such improvements. The on-site water facilities may be constructed in phases to provide service to lots are in the specific phase being developed consistent with requirements of paragraph 4.B.7. Water service shall be function able to each lot platted prior the sale of the lot to any third party.
- F. Storm Water. The Developer shall construct or cause to be constructed on-site storm water facilities as shown or described on approved construction plans within the boundaries of the Development. Developer also shall construct all off-site storm water improvements as indicated on the approved construction plans within Developer acquired easements or pursuant to other legal right. Any improvements will be dedicated to the City upon acceptance by the City. The Developer will provide a two (2) year warranty and maintenance bond to the City upon dedication and acceptance of such improvements.
- G. Streetlights. The Developer, at its sole cost and expense, shall construct or cause to be constructed and install streetlights and signage on all interior streets in the subdivision using lights and signs approved by the City. The lights and signs shall be installed as the streets are developed.
- H. Screening Fences. The Developer, at its sole cost and expense, shall construct or cause to be constructed a screening fence. The screening fences shall be a minimum of six feet (6') in height and a maximum of eight feet (8') unless otherwise noted and approved by the City, and constructed of wood, masonry or other like materials as determined by the Developer. The screening fence shall be constructed prior to any sale of any described lot to a third party and commencement of construction.
- I. Maintenance. All improvements, including streetlights and screening fences shall be perpetually maintained by the Property Owners Association in accordance with

all specifications and requirements of the City save and except those dedicated to and specifically accepted by the City.

- J. Sidewalks. Sidewalks shall be installed in accordance with City standards.
- K. Amenities. It is understood that the Subdivision may incorporate several unique amenities and aesthetic improvements, such as a walking trail around the detention area. The Developer agrees to accept responsibility for the construction and maintenance of all such amenities or specialty items until such responsibility is turned over to a Property Owners Association. The City shall not be responsible for the replacement or maintenance of these amenities under any circumstances.

#### **SECTION 4. OTHER DEVELOPMENT REQUIREMENTS FOR THE DEVELOPER AND AGREEMENTS FOR DEVELOPMENT BY THE CITY**

##### **A. REQUIREMENTS FOR THE DEVELOPER**

1. Overhead Utility Lines and Poles. All newly constructed utility lines shall be underground.
2. Traffic Impact. The Developer, at the Developer's sole cost and expense, shall provide the City with a traffic impact analysis prepared by a consultant knowledgeable and qualified to perform such studies. The results of the study shall be reviewed and approved by the City. The Developer must comply with guidelines and recommendations set forth in the approved study.
3. Sound Impact. The Developer, at the Developer's sole cost and expense, shall provide the City with a sound impact analysis prepared by a consultant knowledgeable and qualified to perform such studies. The results of the study shall be reviewed and approved by the City. The Developer must comply with guidelines and recommendations set forth in the approved study.
4. Utility Boxes. All utility pedestals, cabinets, or other stick-ups shall be buried below ground level by the Developer, contractor(s), subcontractor(s) or any utility or related entity serving the Development unless doing so would be unreasonable and impractical.
5. Compliance with Drainage Ordinances. The Developer shall, at all times, comply with the drainage ordinances of the City.
6. Street Conflict. No water, sanitary sewer or other utility will be installed under or below the paved street surface within the development. A utility line which crosses a street in the development shall be appropriately encased.

7. Erosion Control. An erosion and sediment control plan including a storm water pollution prevention plan (SWPPP) shall be developed and implemented. The Developer or his agent shall submit the plan to the Texas Commission on Environmental Quality (TCEQ). The streets or collectors constructed by the Developer shall be kept free of erosion sediment and soil. The erosion control system shall prevent soil erosion from lots from being deposited into streets, rights-of-way, drainage ways or other private property. The Developer or his agent shall be responsible for maintaining the SWPPP for the duration of the construction phase. If soil or erosion sediment deposits are of significant amounts, as determined by the City, the City may, upon notice to the Developer, require the Developer to clear the soil or sediment from the streets rights of way, drainage ways or other property within 72 hours. If the Developer does not remove the deposits within 72 hours, the City may cause the soil to be removed at the sole expense of the Developer. All expenses must be paid to the City prior to issuance of a Letter of Acceptance for the Improvements.

#### B. AGREEMENTS BY THE CITY

The Developer shall have the Property zoned as Planned Development (“PD”), with the development standards (“PD Development Standards”) to be contained in the PD ordinance approved by the Planning and Zoning Commission and the City Council.

1. Setbacks. As stated in PD Development Standards.
2. Dwelling Size. As stated in PD Development Standards.
3. Masonry. As stated in PD Development Standards.
4. Garages. As stated in PD Development Standards.
5. Lot Coverage. As stated in PD Development Standards.
6. Impact Fees. The Developer/Dwelling Builder will pay the impact fees in full, as presented by City staff.
7. Phased Development. The City agrees that the Developer may construct improvements and develop the subdivision known as COUNTRY HOLLOW in phases. The development may occur in up to three phases, with approximately 1/3 of the lots included within each phase of construction.

The City agrees to release for development each phase of construction as specified above after the installation of water and sewer mains, streets adjoining lots for the phase to be constructed and any storm water pollution prevention plan (SWPPP) infrastructure required for the balance of the development. No building permit shall be provided within the phase

released until the water quality is approved by the City and all appropriate fire code requirements are satisfied including street signs with street names are permanently installed.

Developer acknowledges that remaining building permits or certificate of occupancy for residential dwellings will not be issued until the supporting public works infrastructure including permanent streets; block numbers and city regulatory signs within development have been accepted by the City. This agreement to permit to phased development shall not excuse or relieve the obligation of the Developer in any way to acquire and maintain in force a performance bond and payment bond acceptable to the City guaranteeing and agreeing to pay an amount equal to 100% of the value of the construction costs of all the facilities to be constructed by the Developer and providing for payment to the City of such amounts up to the total remaining amount required for the completion if the Developer fails to complete the work within 2 ½ years of signing the agreement.

8. Permit Fees. Permit fees shall be established as per City's approved Fee Schedule.
9. Developer agrees to pay an engineering and inspection fee to the City of Willow Park, Texas, in an amount equal to five percent (5%) of the total cost of the improvements to be installed with such payment being due at and on the date of the entry and execution of the developer contract. The Developer agrees to provide the City with a copy of each contract bid that the Developer has awarded for the installation of the Improvements.

## SECTION 5. GENERAL PROVISIONS

- A. Acceptance of Dedications. No dedication of require public Improvements shall be accepted until the Developer's engineer has submitted a certified, detailed as-built record drawing of the property, the location, dimensions, materials and other information required by the City Council or the City Administrator. Acceptance of the development public Improvements shall mean that the Developer has transferred all rights to the defined public Improvements to the City for use and maintenance, except as otherwise provided herein. The acceptance of the improvement is in the sole discretion of the City.
- B. Assignment. This Agreement, any part thereof, or any interest herein shall not be assigned by the Developer without the express written consent of the City Council, which may not be unreasonably withheld, if all terms and conditions have been performed according to the City.
- C. Default Remedies - Developer. If the Developer fails to construct, install, dedicate, or where applicable, maintain the required public Improvements to be completed by the Developer within the terms of this Agreement, the City may, upon Developer's receipt of written notice from the City specifying a default and upon

failure of the Developer to cure the default within thirty (30) days following such notice:

1. Declare this Agreement to be in default and require specific performance that all the public Improvements be installed, constructed, dedicated, or where applicable maintained, regardless of the extent of completion of the Development at the time the Agreement is declared to be in default all costs of enforcing any right hereunder, including attorneys' fees, are the sole obligation of the Developer;
  2. Suspend final plat recording until the public Improvements are completed and record a document to that effect for the purpose of public notice;
- D. Waiver. No covenant or condition of this Agreement may be waived without the consent of the parties. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- E. Building and Other Permits. No building permits will be issued until all public Improvements have been dedicated to and accepted by the City, a final plat approved and filed of record, except for the franchised utilities which have been contracted for by the Developer with appropriate bonds in place, but are yet to be installed.
- F. Certificate of Occupancy. No certificate of occupancy will be issued until all public Improvements have been accepted by the City and any other public entity authorized to accept the Improvements and a final plat approved and filed of record.
- G. Independent Contractor Status. The Developer acknowledges and agrees that its contractor is an independent contractor and not an officer, agent, servant or employee of the City; that the Developer shall have exclusive control of the details of the work performed by them hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between the City and the Developer, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Developer.
- H. General Indemnity Provisions. The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of the Developer, its officers, agents, consultants, employees or invitees, (collectively, the "Developer Parties") arising out of or in connection with this Agreement. The Developer will at its own cost and expenses defend and



protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, (collectively the “City Parties”) from any and all such claims and demands. The Developer shall indemnify, defend and hold harmless the City Parties, from and against any and all claims, losses, damages, causes of action, suit and liability of any kind, including all expenses of litigation, court costs and attorneys’ fees for injury to or death of any person or for any damage to any property arising out of or in connection with the error, omission, intentional or negligent acts of the Developer Parties under this Agreement or any and all activity or use pursuant to the Agreement. Such indemnification shall not apply to any claim, loss, and damage, cause of action, suit or liability that arises more than two (2) years after the written approval and acceptance of the Improvements by the City. However, nothing contained in this Agreement shall waive the City’s defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

PROVIDED FURTHER, the Developer hereby acknowledges that the City of Willow Park has jurisdiction over the Property. The Developer hereby waives and relinquishes any and all claims against the City, including the design, construction or installation of any improvement placed in, on or under the Property by the Developer in connection with its development of the Property.

- I. Indemnity Against Design Defects. Approval of the City Administrator or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Administrator or other City employee, official, consultant, or officer signifies the City approval of only the general design concept of the improvements to be constructed. The Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, for a period of two (2) years after the written approval and acceptance of the Improvements by the City from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer designs and specifications to the extent prepared or caused to be prepared by Developer and incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suit or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in

their official capacity, in connection herewith. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- J. Venue. Venue of any action brought hereunder shall be in the City of Willow Park, Parker County, Texas.
- K. Sales Tax. To the extent allowed by law, the Developer agrees that all construction contracts and agreements comprising or related to the Development shall require that the respective contractor(s) enter into a separate contract with the State of Texas for the purpose and intent of sales tax collection on eligible projects comprising or related to the Development having a point of sale in the City in accordance with Sections 151.056 and 321.001 et seq. of the Texas Tax Code, and Article 5190.6 of the Development Corporation Act.
- L. Tax Exemptions. The City is an exempt organization under Section 151.309 of the Texas Tax Code, and improvements constructed under this Agreement will be dedicated to public use and accepted by the City upon acknowledgment by the City of completion under Section 5(A) of this Agreement.
- M. Notices. Any notices given or required to be given pursuant to this Agreement shall be sent by regular U.S. mail or certified mail, return receipt requested, to the following:

TO THE CITY OF WILLOW PARK, TEXAS:

Bryan Grimes, City Administrator  
**City of Willow Park**  
120 El Chico Trail, Ste A  
Willow Park, Texas 76087

with copies to:

William Pat Chesser, City Attorney  
City of Willow Park  
P.O. Box 983  
Brownwood, Texas 76804

**HMH COUNTRY HOLLOW LAND, LLC**

With copies to:

Attorney

- N. Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the parties (the City and Developer) specifically agree and contract that (1) the Agreement only affects matters between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City, Developer or both of them; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the City or Developer.
  
- O. Authority to Act. The parties (the City and Developer) each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement and bind his/her principals to the terms and provisions hereof. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

SIGNED AND EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**HMH COUNTRY HOLLOW LAND, LLC, or assigns**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF WILLOW PARK, TEXAS**

By: \_\_\_\_\_

Bryan Grimes, City Administrator

ATTEST:

\_\_\_\_\_  
Crystal Dozier, City Secretary

FORM APPROVED BY:

\_\_\_\_\_  
William Pat Chesser, City Attorney

THE STATE OF TEXAS

-

PROPERTY OWNER AND DEVELOPER

-

COUNTY OF PARKER

-

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the (Title) \_\_\_\_\_ of **HMH COUNTRY HOLLOW LAND, LLC, or assigns**, and has authority to enter into this Developer’s Agreement on behalf of **HMH COUNTRY HOLLOW LAND, LLC** with the City for development, for dedication and construction of public improvements related to the development of the COUNTRY HOLLOW subdivision; and that he/she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

(seal)

THE STATE OF TEXAS

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CITY OF WILLOW PARK

-

COUNTY OF PARKER

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Bryan Grimes, City Administrator, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of the City of Willow Park, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

(seal)

## EXHIBIT A

### PROPERTY DESCRIPTION:

BEING 19.17 acres of land situated in the John H. Phelps Survey, Abstract No 1046, City of Willow Park, Parker County, Texas, and being a portion of a 52.283 acre tract described in deed to D & M, a Texas General Partnership recorded in Volume 1403, Page 1713, Real Property Records, Parker County, Texas, said 19.17 acres more particularly described in metes and bounds as follows:

BEGINNING at the southeast corner of this described tract, a ½ inch rebar rod found in the east line of said 52.283 acre tract, in the west line of that certain tract of land described in deed to Magellan Pipeline Terminals, L.P., recorded in Volume 2563, Page 1768, Real Property Records, Parker County, Texas, and being the northeast corner of HUNTERS GLEN, an Addition to the City of Willow Park, Parker County, Texas, according to the plat of said addition recorded in Plat Cabinet D, Slide 205, Plat Records, Parker County, Texas, and from said point of beginning a found 1/2 inch rebar rod with cap marked "YARGER 5854" in the southerly right-of-way line of Interstate Highway 20, at the northeast corner of said 52.283 acre tract, bears N 00°23'44" W 1478.99 feet;

THENCE S 89°20'29" W 875.48 (N 89°47'55" E 875.61 feet record per Plat), along the north line of said HUNTERS GLEN, to a found 1/2 inch rebar rod in concrete at fence corner in the west line of said 52.283 acre tract, the east line of WILLOW PARK VILLAGE, an addition to said City of Willow Park, according to the plat of said addition recorded in Plat Cabinet C, Slide 344 of said plat records, and said point being at the northwest corner of said HUNTERS GLEN, and the southwest corner of this 19.17 acre tract;

THENCE N 01°30'51" E (N 01°59' E per deed) a distance of 1430.40 feet along the west line of said 52.283 acre tract and the east line of said WILLOW PARK VILLAGE ADDITION, to a 1/2 inch rebar rod with cap marked "YARGER5854" at the northwest corner of this 19.17 acre tract and the southwest corner of Lot 1, Block 1, EXTREME EXTERIORS ADDITION, City of Willow Park according to the plat of said addition recorded in Plat Cabinet D, Slide 665, Plat Records, Parker County, Texas;

THENCE S 71 °54'10" E 299.98 feet (S 71 °35'05" E 299.92 feet per deed and N 71°52'50" W 299.24' per plat) along the south line of said Lot 1, Block 1, EXTREME EXTERIORS ADDITION, to a found 1/2 inch rebar rod with cap (marking on cap illegible) at the southeast corner thereof for an interior corner of said 52.283 acre tract and the northerly northeast corner of this 19.17 acre tract, and whence the northeast corner of said Lot 1, Block 1, EXTREME EXTERIORS ADDITION bears N 01°30'59" E 302.91 feet;

THENCE S 01 °30'59" W 571.65 feet, over and across said 52.283 acre tract, to a set 1/2 inch rebar rod with cap marked "J&M BOUNDARY", an interior corner of this described tract; THENCE N 89°36'16" E 562.39 feet, over and across said 52.283 acre tract to a set 1/2 inch rebar rod with cap marked "J&M BOUNDARY" in the east line of said 52.283 acre tract and the west line of said Magellan Pipeline Terminals, LP tract, for the southerly northeast corner of this 19.17 acre tract;

THENCE S 00°23'44"E 759.11 feet along said east line of said 52.283 acre tract and said west line of said Magellan Pipeline Terminals, LP tract to the POINT OF BEGINNING and containing a surface area of 19.17 acres (834,908 square feet, more or less) of land.

**AMENDMENT AND ASSIGNMENT CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT**

This Amendment and Assignment of Chapter 380 Economic Development Agreement (this "Amendment") is made and entered into effective as of November 17, 2023, by and between the City of Willow Park, Texas ("City"), UNCO RE Holdings, LLC ("Developer"), and BPO Real Estate, LLC ("Assignee").

**RECITALS**

- A. City and Developer entered into that certain Chapter 380 Economic Development Agreement dated as of December 10, 2021 (the "Agreement"). Capitalized terms used herein and not defined herein shall have the meanings given to them in the Agreement.
- B. Under Section 12.05 of the Agreement, Developer may assign this Agreement to its Affiliate that ultimately purchased the Property.
- C. Assignee ultimately purchased the Property.
- D. City, Developer, and Assignee desire to assign and amend the Agreement as set forth herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, City, Developer and Assignee hereby agree as follows:

1. **Developer's Obligations.** The time periods in Article IV, Section 4.01(12) are hereby amended as follows:
  - a. "[T]wenty-four (24) months" in subsection (ii) is hereby amended to read "forty (40) months."
  - b. "[T]hirty (30) months in subsection (iii) is hereby amended to read "forty-six (46) months."
2. **Assignment and Assumption.** Developer hereby assigns, sells, conveys, and transfers any and all of its right, title and interest in and to the Agreement to Assignee. Assignee hereby assumes and agrees to perform all of the terms, covenants, obligations and conditions of the Agreement on the part of the Developer therein required to be performed.
3. **Continuance of Agreement; Binding Effect; Governing Law.** All provisions of the Agreement, as amended hereby, shall remain in full force and effect and unchanged, except as provided herein. If any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control. This Amendment is binding upon and shall inure to the benefit of City and Developer, and their respective successors and permitted assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.
4. **Counterparts.** This Amendment may be executed in any number of counterparts (including execution by facsimile or other electronic transmission) with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document. Signature pages may be detached from the counterparts and attached to a single copy of this consent to physically form one document.

[Signature Page Follows]



IN WITNESS WHEREOF, City, Developer and Assignee have executed this Amendment as of the date first written above.

**City of Willow Park**

BY: \_\_\_\_\_  
Doyle Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
**Crystal Dozier, City Secretary**

**UNCO RE Holdings, LLC**

By: \_\_\_\_\_  
Name: Sameer  
Title: Co-CEO

**BPO Real Estate, LLC**

By: \_\_\_\_\_  
Name: Sameer Patel  
Title: Co-CEO

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS,  
AUTHORIZING THE CITY ATTORNEY OR DESIGNEE TO OPT  
THE CITY OUT OF THE 3M AND DUPONT CLASS ACTION  
SETTLEMENTS FOR DRINKING WATER CONTAMINATION;  
AUTHORIZING A RELATED MEMORANDUM OF  
UNDERSTANDING WITH THE CITY’S WHOLESALE WATER  
PROVIDER**

**WHEREAS**, per- and polyfluoroalkyl substances (“PFAS”) are a class of man-made chemicals that do not naturally break down and have been linked to negative health and environmental outcomes; and

**WHEREAS**, the U.S. Environmental Protection Agency has proposed to regulate certain PFAS under the Safe Drinking Water Act and Comprehensive Environmental Response, Compensation, and Liability Act; and

**WHEREAS**, thousands of lawsuits relating to harms caused by PFAS have been combined into multi-district litigation in the U.S. District Court for the District of South Carolina, *In re Aqueous Film-Forming Foams Products Liability Litigation*, No. 2:18-mn-2873-RMG (“MDL”); and

**WHEREAS**, U.S. public water systems have brought hundreds of lawsuits currently pending in the MDL alleging contamination of their water supplies by PFAS manufacturers such as 3M Company (“3M”), which is or was a predominant manufacturer of PFAS, and DuPont de Nemours, Inc. and several associated companies (collectively, “DuPont”), which are or were major players in the PFAS market; and

**WHEREAS**, the MDL court preliminarily approved two proposed class action settlement agreements between a nationwide class of public water systems and 3M as well as DuPont, in the cases *City of Camden, et al. v. 3M Company*, Case No. 2:23-cv-03147-RMG (D.S.C.), and *City of Camden, et al. v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-03230-RMG (D.S.C.); and

**WHEREAS**, the City of Willow Park’s water supply consists of water wells that it owns and treats the water and wholesale water treated and received from the City of Fort Worth; and

**WHEREAS**, the City of Willow Park’s water system constitutes a public water system under the settlements’ definitions and is therefore a putative class member in both settlements; and

**WHEREAS**, any putative class member will be held to participate in each settlement unless it affirmatively files a request for exclusion, or “opts out” of the settlement class; and

**WHEREAS**, putative class members have until December 4, 2023 to opt out of the DuPont settlement and until December 11, 2023 to opt out of the 3M settlement; and

**WHEREAS**, if it participates in the settlements, the City of Willow Park would release any and all claims against 3M and DuPont related to PFAS found in the city’s drinking water supplies in return for an amount in compensation that would be inadequate to meet the city’s needs; and

**WHEREAS**, the City Council of the City of Willow Park finds that it is in the public interest to opt out from the settlement classes in both the 3M and DuPont settlement agreements and to seek funding for PFAS treatment by alternative means.

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

1. The City Attorney or her designee is authorized to take all necessary actions to opt the City out of the 3M and DuPont settlements.
2. The City of Willow Park is hereby authorized to enter into a Memorandum of Understanding with its wholesale water provider, the City of Fort Worth, regarding the rights and responsibilities of the City of Willow Park, as a wholesale water customer, and the City of Fort Worth, as a wholesale water provider, with respect to the matters in the class action preliminary settlement agreements proposed in *City of Camden, et al. v. 3M Company*, Case No. 2:23-cv-03147-RMG (D.S.C.), and *City of Camden, et al. v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-03230-RMG (D.S.C.).

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Willow Park, Texas, on this the \_\_\_\_ day of November, 2023.

\_\_\_\_\_  
Doyle Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Crystal Dozier, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William P. Chesser, City Attorney

The Willow Park City Council is acting on Resolution No. \_\_\_\_\_, did on the \_\_\_\_\_ day of November vote as follows:

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS, AUTHORIZING THE CITY ATTORNEY OR DESIGNEE TO OPT THE CITY OUT OF THE 3M AND DUPONT CLASS ACTION SETTLEMENTS FOR DRINKING WATER CONTAMINATION FOR WATER RECEIVED FROM THE CITY OF FORT WORTH ONLY; AUTHORIZING THE CITY ATTORNEY OR DESIGNEE TO FILE A CLAIM TO PARTICIPATE IN THE 3M AND DUPONT CLASS ACTION SETTLEMENTS FOR CITY OF WILLOW PARK WATER; AUTHORIZING A RELATED MEMORANDUM OF UNDERSTANDING WITH THE CITY’S WHOLESALE WATER PROVIDER**

**WHEREAS**, per- and polyfluoroalkyl substances (“PFAS”) are a class of man-made chemicals that do not naturally break down and have been linked to negative health and environmental outcomes; and

**WHEREAS**, the U.S. Environmental Protection Agency has proposed to regulate certain PFAS under the Safe Drinking Water Act and Comprehensive Environmental Response, Compensation, and Liability Act; and

**WHEREAS**, thousands of lawsuits relating to harms caused by PFAS have been combined into multi-district litigation in the U.S. District Court for the District of South Carolina, *In re Aqueous Film-Forming Foams Products Liability Litigation*, No. 2:18-mn-2873-RMG (“MDL”); and

**WHEREAS**, U.S. public water systems have brought hundreds of lawsuits currently pending in the MDL alleging contamination of their water supplies by PFAS manufacturers such as 3M Company (“3M”), which is or was a predominant manufacturer of PFAS, and DuPont de Nemours, Inc. and several associated companies (collectively, “DuPont”), which are or were major players in the PFAS market; and

**WHEREAS**, the MDL court preliminarily approved two proposed class action settlement agreements between a nationwide class of public water systems and 3M as well as DuPont, in the cases *City of Camden, et al. v. 3M Company*, Case No. 2:23-cv-03147-RMG (D.S.C.), and *City of Camden, et al. v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-03230-RMG (D.S.C.); and

**WHEREAS**, the City of Willow Park’s water supply consists of water wells that it owns and treats the water and wholesale water treated and received from the City of Fort Worth; and

**WHEREAS**, the City of Willow Park’s water system constitutes a public water system under the settlements’ definitions and is therefore a putative class member in both settlements; and

**WHEREAS**, any putative class member will be held to participate in each settlement unless it affirmatively files a request for exclusion, or “opts out” of the settlement class; and

**WHEREAS**, putative class members have until December 4, 2023 to opt out of the DuPont settlement and until December 11, 2023 to opt out of the 3M settlement; and

**WHEREAS**, if it participates in the settlements, the City of Willow Park would release any and all claims against 3M and DuPont related to PFAS found in the city’s drinking water supplies in return for an amount in compensation that would be inadequate to meet the city’s needs; and

**WHEREAS**, the City Council of the City of Willow Park finds that it is in the public interest to opt out from the settlement classes in both the 3M and DuPont settlement agreements and to seek funding for PFAS treatment by alternative means.

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

1. The City Attorney or her designee is authorized to take all necessary actions to opt the City out of the 3M and DuPont settlements but only to the extent of its water supply received and treated by the City of Fort Worth (the “Fort Worth Water”).
2. The City of Willow Park hereby intends to participate in, and not opt out of, the 3M and DuPont settlements to the extent of its water supply received from its water wells and treated by the City of Willow Park (the “City of Willow Park Water”). The City Attorney or his designee is authorized to file a claim, and take all actions to participate in, the 3M and DuPont settlements for the City of Willow Park Water.
3. The City of Willow Park is hereby authorized to enter into Memoranda of Understanding with its wholesale water provider, the City of Fort Worth, regarding the rights and responsibilities of the City of Willow Park, as a wholesale water customer, and the City of Fort Worth, as a wholesale water provider, with respect to the matters in the class action preliminary settlement agreements proposed in *City of Camden, et al. v. 3M Company*, Case No. 2:23-cv-03147-RMG (D.S.C.), and *City of Camden, et al. v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-03230-RMG (D.S.C.).

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Willow Park, Texas, on this the \_\_\_\_ day of November, 2023.

\_\_\_\_\_  
Doyle Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Crystal Dozier, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William P. Chesser, City Attorney

The Willow Park City Council is acting on Resolution No. \_\_\_\_\_, did on the \_\_\_\_\_ day of November vote as follows:

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



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> November 28, 2023	<b>Department:</b> Planning & Development Dept. City Attorney	<b>Presented By:</b> Toni Fisher Pat Chesser
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**AGENDA ITEM:**

**Discussion/Action: to Authorize Use of Hotel Occupancy Tax funds for billboard advertising.**

**BACKGROUND:**

It has been requested by Councilmember and Mayor Pro Tem, Lea Young, for Staff to suggest ways in which the City’s Hotel Occupancy Tax funds (“HOT Tax”) could practically and legally be put to good use.

Staff contacted Lamar Billboards to inquire about rental of the billboard sign situated on the southeast corner of the City Hall property. Its findings are below:

The best rate for rental of the sign is **\$31,680 per side**, for one year, billed in (13) 4-week intervals, and it includes the initial cost of \$480 for the artwork. Each time the City requests the artwork on the billboard to be changed, it would be at a charge of \$480.

As of Staff’s inquiry in late October, the eastbound sign was available for an 11/11/23 contract start date, but since the previous sign is still displayed, it is obvious that the current contract has extended. The lease on the westbound sign expires on 2/11/23, with a priority for renewal.

Staff also inquired about the purchase of the sign. Although Lamar rarely sells their signs, Staff was approached with a the proposal of replacing the standard sign with one that is digital. This change would require a 25-year lease for the sign and sign permit to allow the conversion, but it would come with some perks for the City, such as discounted advertising costs, negotiable advertising revenue (tentatively, 10% in perpetuity for the 25-year term), and “branding of the pole”, which lends itself to an opportunity for an impressive monument sign for the City without the digital display cost which, per Staff research, could easily cost over \$300,000 for this size.

Upon consultation with Pat Chesser, City Attorney, his response was that, “To fund the costs of the billboard with Hotel Occupancy Tax funds would depend on the purpose of the sign.” and he requested to address Council on the use of HOT funds, and a look at using these funds for the billboard.

**STAFF RECOMMENDATION:**

Staff recommend authorization of use of HOT funds for billboard advertising.

**EXHIBITS:**

- Lamar Contract #4357038

**RECOMMENDED MOTION:**

Approval to authorize use of Hotel Occupancy Tax funds for billboard advertising.



Dallas  
 625 109th Street  
 Arlington, TX 76011  
 Phone: 817-640-7555  
 Fax: 817-640-7561



CONTRACT # 4357038

Date: 10/2  
 New/Renewa  
 Account Executive: Staci S  
 Phone: 817-640-7555  
**Item 6.**

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	839602-0
Name	CITY OF WILLOW PARK
Address	120 EL CHICO TRAIL, STE A
City/State/Zip	WILLOW PARK, TX 76087
Contact	Tony Fisher
Email Address	tfisher@willowpark.org
Phone #	817 8880058
Fax #	
P.O./ Reference #	
Advertiser/Product	CITY OF WILLOW PARK
Campaign	City of Willow Park 60085

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	263 Dallas, TX	Set-up and Install 1-12x40 Vinyl for panel 60085		11/13/23	1	\$480.00	\$480.00
Total Production/Other Services Costs:							\$480.00

Space										
# of Panels: 1									Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
60085 392621	263-PARKER COUNTY, TX	I-20 E/O RANCH HOUSE, N/S	Yes	Perm Bulletin	12' 0" x 40' 0"		<del>11/13/23-11/10/24</del>	13	\$2,400.00	\$31,200.00
Total Space Costs:										\$31,200.00
Total Costs:										\$31,680.00

Special Considerations: First 4-week's space and all production & installation charges are due prior to the production and posting of your vinyl(s). If Lamar will be producing your vinyl(s), they cannot be ordered until payment has been satisfied. Initial payment is due within 5-Days of signing the contract. All vinyl will be recycled upon removal from structure unless terms in paragraph 8 have been met. Setup and Install Fees are non-refundable.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	<u>CITY OF WILLOW PARK</u>
Signature:	<u>(signature above)</u>
Name:	<u>(print name above)</u>
Date:	<u>(date above)</u>



Dallas  
625 109th Street  
Arlington, TX 76011  
Phone: 817-640-7555  
Fax: 817-640-7561



CONTRACT # 4357038

Date: 10/2  
New/Renewal  
Account Executive: Staci Schofield  
Phone: 817-640-7555

Item 6.

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

*Staci Schofield*

ACCOUNT EXECUTIVE: Staci Schofield

GENERAL MANAGER

DATE

### STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.
9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

