



CITY COUNCIL MEETING MARCH 24, 2026 AGENDA

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

Tuesday, March 24, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

1. **MAYOR COMMENTS: Bible Verse; Discussion regarding Decorum regarding Public Comments.**

PUBLIC COMMENTS (Limited to five minutes per person)

To address the City Council, residents must complete a speaker form and turn it in to the City Secretary at least five (5) minutes before the start of the meeting. The Rules of Procedure state that all comments are to be limited to five (5) minutes for each speaker provided that there are no more than ten (10) speakers. If there are more than ten (10) speakers, the Mayor and/or the City Council may reduce the applicable time limits to speak to three (3) minutes. Pursuant to the Texas Open Meetings Act, the Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; (3) propose the item be placed on a future agenda (Tex. Govt. Code §551.042). Each speaker shall approach the podium or designated speaker location and state his/her name and address before speaking. Speakers shall address the City Council with civility that is conducive to appropriate public discussion. Speakers may only address the City Council and not individual officials, commission members, committee members, or employees. The public cannot speak from the gallery, but only from the podium or designated speaker location.

PUBLIC HEARINGS

2. **Public Hearing: to consider a request for change in zoning from “Class II: Residential: ‘R-1’ Single-Family District” to a “Class III - Business: “C” Commercial District” being a 0.80 acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Sub-division of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 all in Parker County, Texas further identified as being a portion of Parker County Appraisal District as Property ID#9527.**

OPENED HEARING:

CLOSED HEARING:

- 3. Public Hearing: to consider approval of a Specific Use Permit (SUP) to allow for an existing static (non-electronic) sign to a Digital Message Sign for a 3.14 acre tract of land legally described as "Shopping Center" Lot 1-A & 1-B Block 5 of the Willow Springs Oak Abstract, City of Willow Park, TX. Identified as being in a portion of the Parker County Appraisal District as Parcel#33643, Parker County, TX.**

OPENED HEARING:

CLOSED HEARING:

- 4. Public Hearing: To consider approval of an ordinance annexing into the corporate limits of the City of Willow Park, an approximate 61.405 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas, as further identified as being a portion of Parker County Appraisal District as Property ID #106134, thereby extending the boundary limits, amending the official map, and providing for matters related thereto**

Opened Public Hearing:

Closed Public Hearing:

CONSENT AGENDA

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

- 5. Approval of Regular City Council Meeting Minutes: March 10, 2026**

REGULAR AGENDA ITEMS

- 6. Discussion only: Home Rule Charter Update by City Attorney Andy Messer.**
- 7. Discussion/Action: Home Rule Charter appointment process** *(Councilmember Eric Contreras)*
- 8. Discussion/Action: to consider approval of Water conservation Impact Fee Credit** *(City Engineer Gretchen Vazquez, public Works Director Chase McBride)*
- 9. Discussion/Action: to consider approval of the Advanced Funding Agreement (AFA) for Transportation Alternative grant** *(Parks Director Mandy McCarley, Interim City Manager Toni Fisher)*
- 10. Discussion/Action: Traffic Control/Speeding Enforcement issue on Kingsgate** *(Police Commander Quincy Hamilton, Public Works Director Chase McBride)*
- 11. Discussion/Action: to consider and approve an application from 760 Fest for presenting sponsorship of the festival** *(Communications Director Rose Hoffman)*

12. Discussion/Action: Decorum Rules for Public Comments (*Councilmember Scott Smith*)

13. Discussion/Action: To approve an Ordinance of the City of Willow Park, Texas amending the City of Willow Park Code Of Ordinances, Chapter 9 “Personnel”, Article 9.02 “Officers and Employees”, Division 2 “City Manager” amending 9.02.033 “Nature and Duties of Position”; Providing For Repeal, Savings And Severability Clauses; And Providing For An Effective Date of This Ordinance.

(*Mayor Teresa Palmer, Councilmember Chawn Gilliland*)

14. Discussion & Action: to consider approval of a Specific Use Permit (SUP) to allow for an existing static (non-electronic) sign to a Digital Message Sign for a 3.14 acre tract of land legally described as “Shopping Center” Lot 1-A & 1-B Block 5 of the Willow Springs Oak Abstract, City of Willow Park, TX. Identified as being in a portion of the Parker County Appraisal District as Parcel#33643, Parker County, TX. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)

15. Discussion & Action: to consider a request for change in zoning from “Class II: Residential: ‘R-1’ Single-Family District” to a “Class III - Business: “C” Commercial District” being a .80 acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Sub-division of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 all in Parker County, Texas further identified as being a portion of Parker County Appraisal District as Property ID#9527 (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)

16. Discussion & Action: to consider a Resolution accepting a voluntary petition for annexation, and calling a public hearing for the proposed annexation of property owned by Bar-Ko Land Company LLC, to annex approximately 7.290 Acres of land being situated in the James Ozer Survey, Abstract Number 1029, Parker County, Texas into the city limits and being more particularly described in Exhibit A attached and incorporated into this Agenda. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)

17. Discussion/Action: to consider approval of an Ordinance annexing into the corporate limits of the City of Willow Park an approximate 61.405 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas, as further identified as being a portion of Parker County Appraisal District as Property ID #106134, thereby extending the

boundary limits, amending the official map, and providing for matters related thereto. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)

18. **Discussion & Action: to consider approval of Preliminary Plat for the Beall-Dean Ranch Development, being a tract of land in the F.H. HAMMON SURVEY, Abstract No. 673, the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and H.T. & B.R.R. CO. SURVEY NO. 5, Abstract No. 647, described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas, containing approximately 317.732 acres, more or less, and within the City of Willow Park, Texas. (*Chelsea Kirkland, City Planner; Toni Fisher, Interim City Manager*)**

EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Subchapter D, the City Council will recess in Executive Session (closed meeting) to discuss the following:

19. **Section 551.071; Consultation with City Attorney regarding revised rules of decorum**
20. **Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberation Regarding Real Property) - 120 El Chico Trail Lease Agreements.**
21. **Section 551.071, Consultation with City Attorney; *City of Aledo, Texas and City of Fort Worth, Texas v. City of Willow Park, Texas*, cause number: CV26-0175 in Parker County District Court, 43rd District.**
22. **Section 551.071, Consultation with City Attorney regarding Police Investigation**

RECONVENE INTO OPEN SESSION

In accordance with the Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

INFORMATIONAL COMMENTS

23. **City Manager Comments: Response/Reaction to meeting**
24. **City Council/Mayor Comments: Response/Reaction to meeting**
25. **Items of Community Interest**
26. **Future Agenda Items Requested by Mayor, City Council or City Staff**

ADJOURN

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 was posted on the city website, and said Notice was posted on the following date and time: March 18, 2026, at/by 6:00 p.m. and remained so posted continuously for at least three (3) business days before said meeting is to convene.

Deana McMullen
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 dmcmullen@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 <http://www.willowparktx.gov/>



City of Willow Park

Council Meeting – March 24th, 2026

“Notice of Public Hearing” Mailing List

PUBLIC HEARING to consider a request for change in rezoning from “Class II: Residential: ‘R-1’ Single-Family District” to a “Class III - Business: "C" Commercial District” being a .80 acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Sub-division of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 all in Parker County, Texas further identified as being a portion of Parker County Appraisal District as Property ID #9527.

Addresses within 200 ft. of subject property, as per current Parker County Appraisal District records search, ESD, and ISD:

PROPERTY OWNER	1029 W ENON AVENUE	EVERMAN	TX	76140
PROPERTY OWNER	1456 WOODRIDGE DRIVE	ALEDO	TX	76008
PROPERTY OWNER	4204 BOND RD	WILLOW PARK	TX	76087-9373
PROPERTY OWNER	150 PEACH DR	WILLOW PARK	TX	76087-7309
PROPERTY OWNER	1453 WOODRIDGE DR	ALEDO	TX	76008-2894
PROPERTY OWNER	RT 1 BOX 127	ALEDO	TX	76008
PROPERTY OWNER	600 W FM 5	ALEDO	TX	76008
PROPERTY OWNER	1409 SCHUKAR CT	IRVING	TX	75061-3930
PROPERTY OWNER	4202 BOND RD	WILLOW PARK	TX	76087-9373
PROPERTY OWNER	6500 E BANKHEAD HWY	WILLOW PARK	TX	76087-3657

PARKER COUNTY ESD – 1
315 MORROW RD
SPRINGTOWN, TX 76082

Dr. Susan Bohn, Superintendent
Aledo Independent School District
1008 Bailey Ranch Rd
Aledo TX 76008



City of Willow Park
City Council Meeting – March 24th, 2026
“Notice of Public Hearing” Mailing List

Public Hearing: to consider approval of a Specific Use Permit (SUP) to allow for an existing static (non-electronic) sign to a Digital Message Sign for a 3.14 acre tract of land legally described as “Shopping Center” Lot 1-A & 1-B Block 5 of the Willow Springs Oak Abstract, City of Willow Park, TX. Identified as being in a portion of the Parker County Appraisal District as Parcel#33643, Parker County, TX.

Addresses within 200 ft. of subject property, as per current Parker County Appraisal District records search.

PROPERTY OWNER

1535 E LAKE DR
WEATHERFORD, TX 76087

PROPERTY OWNER

P.O. BOX 259
WEATHERFORD, TX 76086

PROPERTY OWNER

3701 BIRCHMAN AVE
FORT WORTH, TX 76107-4505

PROPERTY OWNER

401 BIG CREEK RD
WILLOW PARK, 76087

PROPERTY OWNER

104 TWIN HILL CT
WEATHERFORD, TX 76087

PROPERTY OWNER

400 BIG CREEK
WILLOW PARK, TX 76087

PROPERTY OWNER

317 W CLEBURNE RD
CROWLEY, TX 76036

NOTICE OF PUBLIC HEARING ON VOLUNTARY ANNEXATION

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City Council of the City of Willow Park, Texas, will hold a public hearing, on **March 24, 2026, at 6:00 p.m.** at **Willow Park City Hall**, located at **120 El Chico Trail, Suite A, Willow Park, Texas 76087**, giving all interested persons the right to appear and be heard on the following proposed voluntary annexations by the City of Willow Park, Texas. A map and detailed information on the properties proposed for annexation is available at the City Hall.

The City of Willow Park, Texas, proposes to institute voluntary annexation proceedings to enlarge and extend the boundary limits of said city to include the following territories, to wit:

An approximate 61.405 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas, as further identified as being a portion of Parker County Appraisal District as Property ID #106134.

To learn more about this case or if you have any questions, contact the development department, at (817)441-7108 x100 or email ckirkland@willowpark.org.

SERVICE PROVIDERS LIST**School Districts**

Aledo ISD Superintendent
Attn Dr. Susan Bohn
1008 Bailey Ranch Rd
Aledo, TX 76008

Sanitation Services

Republic Services
116 Nu Energy Rd
Aledo, TX 76008

Parker County Sheriff's Dept.

Parker County Sheriff's Dept.
Sheriff Russ Authier
129 Hogle St
Weatherford, TX 76086

Parker County ESD 1

Parker County ESD 1
315 Morrow Rd
Springtown, TX 76082

County Judge

Honorable Pat Deen
1 Courthouse Square
Weatherford, TX 76086

County District Attorney

Jeff Swain
Parker County District Attorney
117 Fort Worth Highway
Second Floor
Weatherford, TX 76086

Gas Company

Texas Gas Services
1525 Texas Dr
Weatherford, TX 76086

Texas Department of Transportation

TxDOT
Transportation Planning and Programming
PO Box 149217
Austin, Texas 78714-9217

TxDOT

1427 W Bankhead Hwy
Weatherford, TX 76086

Electric Company

Tri County
100 Chuckwagon Trail
Willow Park, TX 76087

Oncor Electric Delivery
7860 Winbrook Dr
Benbrook, TX 76126

Cable Company

Charter Communications
Government Relations Administrator
15100 Trinity Blvd., Suite 500
Ft. Worth, TX 76155

Telephone Company

AT&T Municipal Operations
13845 FAA Blvd.
Ft. Worth, TX 73155

Emergency Medical Services

Parker County Hospital District
1130 Pecan Dr
Weatherford, TX 76086

Community Mitigation Services
Insurance Services Office
4030 W. Braker Lane, Suite 350
Austin, TX 78759

Office of the Attorney General
Local Government Assistance
PO Box 12548
Austin, TX 78711-2548

Texas Commission on Environmental Quality
Local Government Assistance Section
MC108
PO Box 13087
Austin, TX 78711-3087

Comptroller of Public Accounts
Revenue Accounting Division
Tax Allocation Section
PO Box 13528
Austin, TX 78711-3528

Public Utilities Commission of Texas
1701 N. Congress Avenue
PO Box 13326
Austin, TX 78711-3326

Parker County Elections Administrator
Crickett Miller
801 Santa Fe Drive
Weatherford, TX 76086

Parker County Clerk's Office
1112 Santa Fe Dr
Weatherford, TX 76086

Parker County Appraisal District
1108 Santa Fe Dr
Weatherford, TX 76086



CITY COUNCIL MEETING MARCH 10, 2026 MINUTES

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

Tuesday, March 10, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the meeting to order at 6:00 pm and determined a quorum was present. Those present were:

PRESENT

Mayor Teresa Palmer
 Councilmember Eric Contreras
 Councilmember Chawn Gilliland
 Councilmember Buddy Wright
 Councilmember Scott Smith
 Councilmember Nathan Crummel

STAFF PRESENT:

Interim City Manager - Toni Fisher and Michelle Guelker

City Secretary - Deana McMullen

City Attorney - Fritz Quast

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Mr. Bill Green gave the Invocation and led the Pledge of Allegiance and the Texas Pledge given by all present.

1. Mayor Comments - Bible Verse, Welcoming New Businesses to Willow Park

Mayor Teresa Palmer read Bible Verse: Luke 6:31; Do unto others as you would have done unto you.

She also welcomed all of the new businesses, Pulidos and Rotolo's that have just opened in Willow Park and encouraged everyone to go there and eat and shop at all the businesses in Willow Park.

PUBLIC COMMENTS (Limited to five minutes per person)

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and/or the City Council may reduce the applicable time limits to speak to three (3) minutes. Pursuant to the Texas Open Meetings Act, the Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; (3) propose the item be placed on a future agenda (Tex. Govt. Code §551.042). Each speaker shall approach the podium or designated speaker location and state his/her name and address before speaking. Speakers shall address the City Council with civility that is conducive to appropriate public discussion. Speakers may only address the City Council and not individual officials, commission members, committee members, or employees. The public cannot speak from the gallery, but only from the podium or designated speaker location.

The Following People spoke under Public Comments after Mayor Palmer went over the rules for speakers.

Amy Fennell - 1304 Saddle Trail

During the comments from Ms. Fennel, Mayor Palmer asked Ms. Fennell to leave the room due to the content of her comments. Councilmember Eric Contreras made a motion to appeal the ruling of the Chair. There was no second on that motion.

Mayor Teresa Palmer gaveled out the meeting for a short recess at 6:08 pm and called the meeting back to order at 6:14 pm

Ms. Fennell - was speaking again stating the same content and was escorted from the room.

Motion was made by Councilmember Chawn Gillilan, seconded by Councilmember Scott Smith to move the Public Comments to the bottom of the Agenda right before we adjourn into Executive Session. Motion carried with all voting in favor. Zero votes opposed.

CONSENT AGENDA

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

2. Approval of Regular City Council Meeting Minutes:

February 10, 2026

February 24, 2026

Motion was made to approve the minutes from the February 10, 2026 and February 24, 2026 minutes as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

REGULAR AGENDA ITEMS

3. **Discussion and Action: Presentation from Snow Garrett and Williams Certified Public Accountants of the Annual Financial Report for the Fund Year Ending September 2025**

Reba Long from Snow Garrett and Williams Certified Public Accounting firm gave a report of the Annual Financial Report for the Fund Year Ending in September 2025.

Ms. Long went over the highlights of the Audit with an overview of the results from the 2025 audit as it compared to the 2024 audit. She discussed the balance sheet accounts, going over the revenues, liabilities and Fund balances for each area of the audit and answered questions of the Council. She stated that there were no defecienies and that Andi Saylor - Finance Director and Interim City Manager Toni Fisher did a great job in thier first year. This is a clean audit.

Motion was made to approve the Audit for the Fund Year ending in September 2025 as presented.

Motion made by Councilmember Crummel, Seconded by Councilmember Contreras.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

4. **Discussion and Action: Water Conservation Impact Fee Credit** (*City Engineer Gretchen Vazquez, Public Works Director Chase McBride*)

This item was removed from the Agenda.

No action on this item.

5. **Discussion and Action: to consider approval of a contract increase for City Prosecutor Ashley McSwain** (*Court Administrator Michelle Lowe, Interim City Manager Toni Fisher*)

Court Administrator Michelle Lowe spoke on this item, to consider approval of a contract increase of \$250 per month for the City Prosecutor Ashley McSwain.

Motion was made to approve a contract increase for Prosecutor Ashley McSwain in the amount of \$250 per month.

Motion made by Councilmember Gilliland, Seconded by Councilmember Smith.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

6. **Discussion and Action: to consider approval of the Advanced Funding Agreement (AFA) for Transportation Alternative grant** (*Parks Director Mandy McCarley, Interim City Manager Toni Fisher*)

This item has been removed from the Agenda to come back at a later date.

No action taken on this item.

7. Discussion and Action: to consider approval of the Bar-ko Land Company LLC Development Agreement. (*City Planner Chelsea Kirkland, Interim City Manager Toni Fisher*)

Motion was made to approve the Development Agreement for the Bar-ko Land Company as presented.

Motion made by Councilmember Smith, Seconded by Councilmember Wright.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

8. Discussion and Action: Non-Disclosure Agreement for confidential meetings with the City (*City Attorney Andy Messer, Interim City Manager Toni Fisher*)

City Attorney Fritz Quast discussed this item regarding a Non-Disclosure Agreement for Confidential meetings with the City. Mr. Messer stated that employees and City Officials would be required to sign a non-disclosure agreement for any confidential meetings that they may be apart of that would promise they would not expose Confidential or proprietary information. City Council members have a Special right of access to information. Mr. Quast said they could sign an agreement as a blanket agreement that would cover them over a period of time or they could do this on a case by case basis. This could also include any verbal information that is not a public/posted meeting, staff meetings and private meetings designated as confidential.

Motion was made to approve the Non-Disclosure agreement for confidential meetings with the City as proposed by City Attorney Fritz Quast.

Motion made by Councilmember Crummel, Seconded by Councilmember Wright.

Voting Yea: Councilmember Contreras, Councilmember Wright, Councilmember Crummel

Voting Nay: Councilmember Gilliland, Councilmember Smith

9. Discussion & Action: for approval of a Policy and Sponsorship Request Application regarding Hotel Occupancy Tax (HOT) funds. (*Communications Director Rose Hoffman, Councilmember Eric Contreras*)

This item was tabled at the last meeting and brought back tonight for consideration.

Council stated that Communications officer Rose Hoffman did a great job putting all of this together.

Motion was made to approve ordinance No. 934-26 amending the City of Willow Park Code of Ordinances, Chapter 11, Taxation, Article 11.04 "Hotel Occupancy Tax" by adding 11.04.08 "Use of Revenue from Hotel Occupancy Tax" providing for Savings and Severability Claus; Providing for Publication and Establishing an Effective Date, as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

10. Discussion and Action: to consider approval of the sponsorship application from "The District of Willow Park", an open-air, mixed-use development with restaurants, retail and amphitheater for HOT (Hotel Occupancy Tax). (*Communication Director Rose Hoffman, Interim City Manager Toni Fisher*)

Communications Director Rose Hoffman addressed the Council regarding approval of the sponsorship application from "The District of Willow Park" an open-air, mixed-use development with restaurants, retail and amphitheater for HOT (Hotel Occupancy Tax).

The District has a line up of events for 2026 and they have made application for the HOT tax funds for the rest of the year. The amount they are applying for is \$20,000. The events they have through the year brings many visitors to the City of Willow Park increasing our sales tax and HOT funds.

Motion was made to approve the sponsorship application for The District of Willow Park in the amount of \$20,000.

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

11. Discussion and Action: to review the Trademark application and brand guidelines (*Communications Director Rose Hoffman, Interim City Manager Toni Fisher*)

Communication Director Rose Hoffman discussed with the Council the Trademark Application process as well as the brand guidelines. Ms. Hoffman stated that the 2025 Trademark Guidelines needed to be amended and she was working with the Attorneys to come up with the Logo usage guidelines. There was also discussion regarding possible rebranding.

Following discussion motion was made to table this item to a future meeting.

Motion made by Councilmember Gilliland, Seconded by Councilmember Smith.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

12. Discuss Emergency Management Program and Establish a New Team (*Mayor Teresa Palmer*)

Mayor Teresa Palmer discussed the Emergency Management Program and establishing a new team.

Mayor Palmer stated that during the Ice Storm in late January, that she was kept out of the loop of what steps were being taken regarding the safety of the citizens. She said she was unaware of a street that had been shut down. Mayor Palmer stated that the law states that the Mayor is the Emergency Management Coordinator. She reached out to Parker County Emergency Management office and discussed the situation with them. Mayor Palmer stated that she has since been notified that the Team consisting of Fire Marshal, Charlie Schnieder, Interim City Manager Michelle Guelker and Communications officer Rose Hoffman had turned in their resignations as the Emergency Management Coordinators.

Interim City Manager Toni Fisher stated that Mayor Palmer had been notified of the actions being taken among the Emergency Management Team and the reason they resigned was because the item was added to the Agenda to appoint a new team.

Councilmember Scott Smith stated so we do not have a local team for Willow Park.

Mayor Palmer stated that there was no action requested on this item as the County would be handling the emergencies and staying in touch with her and that the Chief of Police will be added to be involved as well.

Mayor Pro Tem Nathan Crummel stated that in the future maybe people could meet and hash this stuff out in offices rather than waiting to do it at the Council table.

No action was taken on this item.

EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Subchapter D, the City Council will recess in Executive Session (closed meeting) to discuss the following:

Mayor Teresa Palmer adjourned the regular meeting of the Willow Park City Council into Executive Session at 7:45 pm.

Those in attendance were: Mayor Teresa Palmer, Mayor Pro Tem Nathan Crummel, Councilmember Eric Contreras, Councilmember Chawn Gilliland, Councilmember Buddy Wright, Councilmember Scott Smith, City Attorney Fritz Quast, Interim City Manager Toni Fisher, Interim City Manager Michelle Guelker, City Attorney Mellisa via Video Conference, City Secretary Deana McMullen.

- 13. Section 551.071, Personnel Matters regarding a date for City Manager Finalist Interviews**
- 14. Section 551.071, Consultation with City Attorney; *City of Aledo, Texas and City of Fort Worth, Texas v. City of Willow Park, Texas*, cause number: CV26-0175 in Parker County District Court, 43rd District.**
- 15. Section 551.071, Consultation with City Attorney; *City of Willow Park vs. Halff & Associates***
- 16. Section 551.071, Consultation with City Attorney regarding Police Investigation**

- 17. Section 551.071, Consultation with City Attorney regarding Police Department request**
- 18. Section 551.071, Consultation with City Attorney regarding Police Procedures for public meetings**
- 19. Section 551.071, Consultation with City Attorney; communication with Mayor and governing body**

RECONVENE INTO OPEN SESSION

In accordance with the Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Mayor Teresa Palmer called the regular meeting back to order at 8:45 pm to consider action on any items discussed in Executive Session.

There was no action on items discussed in Executive Session.

INFORMATIONAL COMMENTS

20. City Manager Comments

There were no City Manager Comments

21. City Council/Mayor Comments- Response/Reply to Meeting Items/Comments

There were no City Council or Mayor Comments.

22. Items of Community Interest - Save the date-July 4, 2026 @ The District of Willow Park, More details coming soon!

Save the date-July 4, 2026 @ The District of Willow Park, More details coming soon!

23. Future Items Requested by Mayor, City Council or City Staff

Mayor Pro Tem Nathan Crummel asked for an item to be added to the next Agenda regarding the speed humps as well as speeding enforcement in the City.

Councilmember Chawn Gilliland asked that an item be added to consider review and amending the ordinance regarding the hiring/firing of the Police Chief.

Councilmember Scott Smith asked that we take another look at the item decourum rules for public comments.

ADJOURN

Mayor Teresa Palmer called for a motion to adjourn.

Motion was made to adjourn the regular meeting of the Willow Park City Council meeting at 9:00 pm.

Motion made by Councilmember Crummel, Seconded by Councilmember Contreras.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor – Teresa Palmer

Date

City Secretary- Deana McMullen



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 24, 2026	Department: Public Works	Presented By: Chase McBride Gretchen Vazquez
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AGENDA ITEM: Consider approval of a policy on impact fee credits for water and wastewater impact fees and adopt Ordinance to implement said policy.

BACKGROUND:

During the 2nd Special Session of the 89th Legislative Session, the Texas State Legislature approved Senate Bill 14 (SB 14), mandating that political subdivisions provide credits against water and wastewater impact fees to builders and developers who construct, dedicate, or contribute facilities that reduce water consumption or demand on public systems. In addition to creating the impact fee credit mechanism, SB 14 requires that political subdivisions establish fair and consistent procedures for calculating, reviewing, and approving the credits.

The attached impact fee credit policy outlines how the City of Willow Park will comply with SB 14, by establishing a specific procedure for calculating and applying credits against impact fees for efforts that result in water conservation or savings.

Senate Bill 14 was formally approved and signed by the Governor of Texas on September 17, 2025, with an effective date of January 1, 2026.

RECOMMENDATION:

Staff recommend approval of Willow Park’s Impact Fee Credit Policy and Procedure for calculating and applying impact fee credits for the construction, contribution, or dedication of an eligible facility, system, or product that results in water conservation or savings.

EXHIBITS:

- Willow Park’s Impact Fee Credit Policy and Procedure
- Ordinance to implement policy on impact fee credits
- Texas – 2025 – SB 14 (for reference)



City of Willow Park

Procedure for Calculating and Applying Impact Fee Conservation/Reuse Credits

Reference: Texas Local Government Code §395.0231 (Senate Bill 14, 2025, Second Special Session)
Effective Date: January 1, 2026

Purpose

This policy establishes a uniform procedure for calculating and applying credits against collected water and/or wastewater impact fees for developments that incorporate eligible water conservation or reuse measures beyond those required by City code, design standards, or the City's Water Conservation Plan. The purpose of the credit is to encourage innovative and voluntary conservation practices and support Willow Park's long-term demand reduction goals.

Applicability

Credits under this policy apply to new developments and concern collected water and/or wastewater impact fees under Chapter 13, Article 8, Impact Fees of the Willow Park City Code. This policy applies to Retail developments.

1. Retail: A development that receives potable water service directly from the City through a metered connection. Retail Customers are located within the City Limits and are billed according to the City's applicable retail rate structure.

Definitions

1. Eligible Conservation and Reuse Measures: A facility, system, or product that results in water reuse, conservation or savings beyond those Base Requirements currently established by the City, as defined in §395.0231(b).
 - a. Conservation and reuse measures must be permanent improvements and not temporary or portable systems.
2. Base Requirements: The minimum conservation and efficiency standards required by City Code, the City's Water Conservation Plan, the Plumbing Code adopted by the City of Willow Park and the City's regional conservation partnership with the City of Fort Worth. The City of Fort Worth purchases water from the Tarrant Regional Water District (TRWD).
3. Projected Performance: The anticipated level of water demand or wastewater generation reduction or reuse efficiency expected to result from the implementation of eligible conservation and reuse measures. Projected performance must be supported by engineering calculations, design assumptions, and operational data demonstrating how the proposed measures will reduce potable water usage and/or wastewater generation compared to base requirements.
4. Credit: The refund granted after the Monitoring Period to a development that implements eligible conservation and reuse measures in accordance with this policy. Credits are calculated as a percentage of the collected water and/or wastewater impact fee.



City of Willow Park

Procedure for Calculating and Applying Impact Fee Conservation/Reuse Credits

5. **Developer:** The individual, entity, or organization responsible for planning, designing, financing, and constructing a development subject to City water and/or wastewater impact fees.
6. **Land Use Categories**
 - a. **Single Family Residential Land Uses:** Developments consisting of detached single-family dwellings or residential units designed for occupancy by one household on an individual lot or parcel.
 - b. **Irrigation-Only Land Uses:** A land use classification where the associated metered service connection is dedicated solely to landscape irrigation and is not used for any domestic, commercial, industrial, or other non-irrigation purposes. Irrigation-Only Land Uses may occur in conjunction with any development type but are treated as a distinct category for the purposes of this policy.
 - c. **Other Land Uses:** All non-single family development types, including but not limited to commercial, industrial, institutional, multi-family, and mixed-use developments.
7. **System-Level Metering:** Metering infrastructure capable of accurately measuring water demand at a resolution sufficient to evaluate system performance, verify conservation benefits, and support credit calculations under this policy. System-Level Metering may be achieved through the following:
 - a. **Advanced Metering Infrastructure (AMI):** Remote, automated metering technology that provides high-resolution, time-stamped usage data suitable for evaluating water demand patterns and verifying conservation performance, where such technology is available and reliable.
8. **Monitoring Period:** The continuous 5-year timeframe during which actual water usage data is collected and evaluated to verify that the eligible conservation and reuse measures projected performance has been achieved. The monitoring period begins in Year 0, which starts at the time of the first building permit approval for the development. Year 5 serves as the validation year, during which the City will evaluate the development's actual performance against the required criteria. During the monitoring period:
 - a. The City will maintain and monitor the system-level metering infrastructure, including AMI components, as applicable.
 - b. The developer must cooperate in providing any supplemental data necessary for the City to assess compliance with the program requirements.
 - c. At the end of Year 5, if the development meets all required performance conditions as documented through a validation assessment, the developer shall be eligible for credit as outlined in this policy.
9. **Average Day Demand:** The average volume of water used per day over a 1-year period.
10. **Maximum Day Demand:** The highest total volume of water used during any day within a given year.



City of Willow Park

Procedure for Calculating and Applying Impact Fee Conservation/Reuse Credits

11. Peak Hour Demand: The highest average rate of water use recorded during any 1-hour period of a given year.
12. Average Day Usage Factor: A measure of average daily water use per person within a single-family residential development, expressed in gallons per capita day (gpcd). It is calculated by dividing the average day demand by the estimated residential population served.
13. Maximum Day to Average Day Peaking Factor: The ratio of the maximum day demand to the average day demand.
14. Peak Hour to Maximum Day Peaking Factor: The ratio of the peak hour demand to the maximum day demand.
15. Pre-Conservation Meter Size: The water meter size determined through the City's Water Study process prior to consideration of any proposed eligible conservation or reuse measures. This meter size represents the base requirements used to assess a non-single family development's projected water demand and wastewater generation. The determination of the pre-conservation meter size projected water demands shall be made in accordance with the City's Water Installation Policy & Design Criteria and the applicable plumbing code as adopted and amended by the City.

General Provisions

1. Credits will be applied as a percentage of the collected water and/or wastewater impact fee.
2. Eligible conservation and reuse measures must be other than and exceed the base requirements, such as those identified in Section 1.3 of the City's Water Conservation Plan, and all City codes.
3. Credits may be granted only for measures that are voluntary, not required by City ordinance, are permanent in operation, and demonstrate a quantifiable reduction in potable water demand and/or wastewater generation.
4. Credits are non-transferable and apply only to the development for which they were requested.
5. Credit may be applied to collected water and wastewater impact fees if the eligible conservation and reuse measures reduce both potable water demand and wastewater generation.
6. Credit may be applied to collected water impact fees only if the eligible conservation and reuse measures reduce outdoor, irrigation, or non-wastewater usage.
7. It is the developer's responsibility to prepare and submit a detailed study demonstrating projected water usage and eligible conservation and reuse measures projected performance.
 - a. Study must be signed and sealed by a licensed professional engineer currently licensed in the State of Texas.
 - b. Study must be unique to the development and include specific location exhibit(s). A minimum of 50 single-family units and up to 500 single-family residential credits may be submitted in a single study. A maximum of ten Other Land Uses commercial credits may also be included in a single study.



City of Willow Park

Procedure for Calculating and Applying Impact Fee Conservation/Reuse Credits

- c. It is the developer's responsibility to request, coordinate with City staff, and fund system-level metering infrastructure to monitor and verify metered water usage within a specific development and confirm that eligible conservation and reuse measures' projected performance have been achieved.
8. The maximum total credit shall not exceed 5 percent (5%) of the collected water and/or wastewater impact fee for single-family residential and irrigation-only land uses. The maximum total credit shall not exceed 2 percent (2%) of the collected water and/or wastewater impact fee for other land uses.
9. The credit is based on the collected water and/or wastewater impact fee. It will be calculated as a percentage of the collected water and/or wastewater impact fees for the development.

Impact Fee Conservation and Reuse Credits

1. Single Family Residential Land Uses:
 - a. A 5 percent (5%) credit is eligible to be approved for single-family developments that implement eligible conservation and reuse measures that meet all of the following criteria. Projected performance of eligible conservation and reuse measures must be demonstrated in a detailed study and confirmed with at least 5-years of system-level metering water usage data.
 - i. Demonstrate an average day water usage factor of less than or equal to 75 gpcd¹.
 - ii. Demonstrate the maximum day to average day peaking factor never exceeds 2.25² in the validation year, excluding fire events.
 - iii. Demonstrate the peak hour to maximum day peaking factor never exceeds 2.00² in the validation year, excluding fire events.
2. Other Land Uses:
 - a. A 2 percent (2%) credit is eligible to be approved for non-single-family developments that implement eligible conservation and reuse measures that meet all of the following criteria. Criteria must be demonstrated in a detailed study and confirmed with at least 5-years of system-level metering water usage data.
 - i. Demonstrate the need for a water meter smaller than the pre-conservation water meter size.
 - ii. Elect to install the smaller water meter size.
 - iii. Demonstrate the average day, maximum day, and peak hour demands do not exceed the projected demands determined in accordance with the City's Water Installation Policy & Design Criteria and the applicable plumbing code as adopted and amended by the City.

3. Irrigation-Only Land Uses:

- a. A 5 percent (5%) credit is eligible to be approved for irrigation-only developments that implement eligible conservation and reuse measures that meet all of the following criteria. Projected performance of eligible conservation and reuse measures must be demonstrated in a detailed study and confirmed with at least 5-years of system-level metering water usage data.
 - i. Demonstrate a record of zero irrigation ordinance violations for the development, excluding violations accompanied by an approved variance.
 - ii. Demonstrate the eligible conservation and reuse measures remain installed and functional.

Notes:

¹ 2035 goal for the residential average day water usage factor from the City's most recent Water Conservation Plan.

² Water demand criteria from the City's Installation Policy and Design Criteria for Water and Wastewater Infrastructure.

Credit Application Procedure

1. Submittal: The developer prepares and submits a detailed conservation study with the credit calculation request, identifying all proposed conservation and reuse measures. The credit application form must include detailed calculations proving the conservation or reuse measures' reduction in water demand or wastewater generation. The study must be signed and sealed by a licensed professional engineer currently licensed in the State of Texas.
2. Review: City staff will review the application for eligibility, confirming eligible conservation and reuse measures that exceed baseline requirements.
3. Monitoring Period: The developer installs system-level metering and the City monitors water usage for 5-year period.
4. Approval: The developer that paid the water and/or wastewater impact fee and submitted the detailed credit study must formally request a validation assessment at the end of the monitoring period. Upon formal request, City staff will review the system-level metering data to assess compliance and approve eligible credits.
5. Credit: If the approved conservation and reuse measures exceed the baseline requirements and are validated through the monitoring period, City staff will issue a written approval confirming eligibility for credit for collected water and/or wastewater impact fees by the end of the monitoring period. If the development successfully meets all validation requirements, the City will issue the water and/or wastewater impact fee credit to the same entity that paid the water and/or wastewater impact fee.



Water and Wastewater Impact Fee Credit Application Form

In accordance with Chapter 13, Article 8 of the Official City Code of the City of Willow Park:

To be completed by the applicant:

Property Address: _____

Name of Property Owner: _____

Name of Applicant: _____

Email Address: _____

Daytime Phone #: _____

Requested Impact Fee Credit:

Water Impact Fee Credit: _____ %

Wastewater Impact Fee Credit: _____ %

Applicant to provide a separate report/study with the following information:

- Detailed conservation study with the credit calculation request, identifying all proposed conservation and reuse measures.
- Detailed calculations proving the conservation or reuse measures' reduction in water demand or wastewater generation.
- Signed and sealed by a licensed professional engineer currently licensed in the State of Texas.



To be completed by City of Willow Park:

Property Address: _____

Water Impact Fee Credit:

- Approved
Impact Fee Credit: _____
- Denied
 - Does not meet requirements
 - Insufficient information
 - Other _____

Wastewater Impact Fee Credit:

- Approved
Impact Fee Credit: _____
- Denied
 - Does not meet requirements
 - Insufficient information
 - Other _____

Reviewed and Approved by:

Signature

Date

CITY OF WILLOW PARK, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES, CHAPTER 13 UTILITIES, ARTICLE 13.08 “IMPACT FEES”, BY ADDING A NEW SUBSECTION § 13.08.005(c) “IMPACT FEE CREDITS”, PROVIDING FOR REPEAL; PROVIDING FOR SAVINGS AND SEVERABILITY; PROVIDING FOR PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 395 of the Texas Local Government Code provides for the financing of capital improvements required by new development in the City of Willow Park, Texas through the enactment of water and wastewater impact fees; and

WHEREAS, the City of Willow Park approved and adopted Ordinance 866-22, establishing the current Water and Wastewater Impact Fee rates; and

WHEREAS, the Texas State Legislature approved Senate Bill 14 in the 2nd Special Session of the 89th Legislative Session, amending Chapter 395 of the Texas Local Government Code to include a new Section 395.0231 for the provision of credits against water and wastewater impact fees assessed to a builder or developer for the construction, contribution, or dedication of an eligible facility, system or product that results in water reuse, conservation or savings; and

WHEREAS, Chapter 395.0231 of the Texas Local Government Code also requires the political subdivision to establish procedures for calculating and applying the credits in a fair and consistent manner, and reviewing and approving credits; and

WHEREAS, Senate Bill 14 of the 2nd Special Session of the 89th Legislative Session was formally approved and signed by the Governor of Texas on September 17, 2025, with an effective date of January 1, 2026.

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

SECTION 1. All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: Amendment. That Chapter 13 “Utilities”, Article 13.08 “Impact Fees”, of the City’s Code of Ordinances is hereby amended to add a new subsection to read as set forth below:

§ 13.08.005. Payment; accounting.

“(c) The City Council of the City of Willow Park, Texas hereby authorizes the calculation and application of impact fee credits as set forth in the Policy for Calculating and Applying Water and Wastewater Impact Fee Credits for Development that Results in Water Reuse, Conservation or Savings, approved by the City Council of the City of Willow Park, effective January 1, 2026.”

SECTION 3: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Willow Park hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective upon its passage and publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, THIS _____ DAY OF _____ 2026.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

EXHIBIT A

**POLICY FOR CALCULATING AND APPLYING WATER AND WASTEWATER IMPACT
FEE CREDITS FOR DEVELOPMENT THAT RESULTS IN WATER REUSE,
CONSERVATION OR SAVINGS.**

DRAFT

S.B. No. 14

AN ACT

relating to the provision by a political subdivision of credits against impact fees to builders and developers for certain water conservation and reuse projects.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 395, Local Government Code, is amended by adding Section 395.0231 to read as follows:

Sec. 395.0231. CONSERVATION AND REUSE CREDITS AGAINST WATER AND WASTEWATER FEES. (a) A political subdivision shall provide a credit against water and wastewater impact fees otherwise assessed to a development to a builder or developer for the construction, contribution, or dedication of an eligible facility, system, or product that results in water reuse, conservation, or savings.

(b) A facility, system, or product eligible for a credit under this section includes a facility, system, or product that:

(1) reduces per service unit water consumption, supply requirements, or necessary treatment and distribution infrastructure per service unit;

(2) decreases the need of wastewater collection and treatment facilities per service unit;

(3) diminishes the demand for stormwater and drainage facilities per service unit; or

(4) integrates practices or technologies that achieve water efficiency, reuse, or conservation performance that exceeds

S.B. No. 14

1 standard compliance requirements.

2 (c) A political subdivision that provides a credit under
3 this section shall establish procedures for:

4 (1) calculating and applying the credits in a fair and
5 consistent manner; and

6 (2) reviewing and approving credits under this
7 section.

8 SECTION 2. This Act takes effect January 1, 2026.

S.B. No. 14

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 14 passed the Senate on August 18, 2025, by the following vote: Yeas 30, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 14 passed the House on August 26, 2025, by the following vote: Yeas 133, Nays 6, one present not voting.

Chief Clerk of the House

Approved:

Date

Governor



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 24, 2026	Department: Parks	Presented By: Mandy McCarley, Parks Director Gretchen Vazquez, City Engineer
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Discussion and Action: Approval of Resolution of Advance Funding Agreement with the Texas Department of Transportation for the 2025 Transportation Alternatives Project – Kings Gate and Meadow Place Drive

BACKGROUND:

On December 16, 2025, The City of Willow Park was awarded federal Transportation Alternative funding for the King's Gate Sidewalk and Meadow Place Bike Lane Project.

The project estimated cost is \$693,690. The Transportation Alternatives (TA) funding program is structured as an 80-20% reimbursement to the city. Costs will be allocated based on 80% Federal funding and 20% Local Government funding. The Local Government will be responsible for 100% of cost overruns.

The City Council of the City of Willow Park, hereby adopts a Resolution to enter into an Advance Funding Agreement with the Texas Department of Transportation (TxDOT), for the Transportation Alternatives Program, relating to the design and construction of sidewalks, corner clips, cross walks and bike lanes on Kings Gate and Meadow Place Drive; and further authorizes the city administrator to execute said agreement on behalf of the City of Willow Park.

The estimated 20% City participation for the entire project is \$138,202. This is an estimate. The final amount of City participation will be based on actual costs.

STAFF RECOMMENDATION:

Staff recommend approval of a Resolution to enter into an Advance Funding Agreement with TxDOT for the Transportation Alternatives Program.

EXHIBITS:

- Resolution of Advance Funding Agreement with the Texas Department of Transportation for the 2025 Transportation Alternatives Project – Kings Gate and Meadow Place Drive
- Draft Advance Funding Agreement (NOT FINAL VERSION)

RECOMMENDED MOTION:

Motion to approve Resolution of Advance Funding Agreement with the Texas Department of Transportation for the Transportation Alternatives Project – Kings Gate and Meadow Place Drive

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF
BICYCLE LANES AND SIDEWALKS ON MEADOW PLACE DRIVE AND KINGS GATE
DRIVE PROJECT.

WHEREAS, on December 16, 2025, via Minute Order 117073, the Texas Transportation Commission authorized Various; Kings Gate and Meadow Place Drive project (the “Project”) to receive 80% Federal funds for design and construction of bicycle lanes and sidewalks on Meadow Place Drive and Kings Gate Drive project and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Willow Park commits to provide the match. The local match is comprised of the Local Government’s 20% match contribution; and

WHEREAS, the City of Willow Park is responsible for 20% Direct State Costs and 100% of cost overruns, if any; and

WHEREAS, the Governing Body of City of Willow Park desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Willow Park THAT the City Manager or Interim City Manager, is authorized to enter into an AFA with TxDOT for this Project.

PASSED AND APPROVED on the 24th day of March 2026.

Teresa Palmer, Mayor

Deana McMullen, City Secretary

TxDOT:				Federal Highway Administration:		Item 9.
CCSJ #	0902-38-158	AFA ID	Z00012771	CFDA No.	20.205	
AFA CSJs	0902-38-158			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Various; Kings Gate and Meadow Place Dr			<i>AFA Not Used For Research & Development</i>		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Statewide Transportation Alternative Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Willow Park**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **117073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **bicycle and pedestrian improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:		Item 9.
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AFA CSJs	0902-38-158			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Various; Kings Gate and Meadow Place Dr			<i>AFA Not Used For Research & Development</i>		

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government*	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **constructing 6-foot wide bike lanes along Meadow Place Drive from IH 20 Frontage Road to W. Jockey and 6-foot wide concrete sidewalks along the west side of Kings Gate Road between Meadow Place Drive and Kings Gate Park as shown in Attachment A. Bike lane pavement markings and bike parking racks will support these improvements. Meanwhile the Kings Gate Road/Meadow Place Drive intersection will receive safety improvements which include curb ramps, crosswalks, illumination, and advance crosswalk signage.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government

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must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

TxDOT:				Federal Highway Administration:		<i>Item 9.</i>
CCSJ #	0902-38-158	AFA ID	Z00012771	CFDA No.	20.205	
AFA CSJs	0902-38-158			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Various; Kings Gate and Meadow Place Dr			<i>AFA Not Used For Research & Development</i>		

- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

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due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. 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.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- E. In the event real property is donated to the Local Government after the date of the State’s authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government’s appraisal, determine the fair market value and credit that amount towards the Local Government’s financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State’s predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Willow Park ATTN: Assistant City Manager 120 El Chico Trail, Suite A Willow Park, TX 76087	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither 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.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

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may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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).
- H. Titles II and III of the Americans with Disabilities Act, which 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 entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, 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 Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government 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 DOT-assisted contracts. Failure*

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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.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed

TxDOT:				Federal Highway Administration:		Item 9.
CCSJ #	0902-38-158	AFA ID	Z00012771	CFDA No.	20.205	
AFA CSJs	0902-38-158			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Various; Kings Gate and Meadow Place Dr			AFA Not Used For Research & Development		

by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS 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](http://fedgov.dnb.com/webform;); and
 - 3. Report the total compensation and names of its top five 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.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

TxDOT:				Federal Highway Administration:		<i>Item 9.</i>
CCSJ #	0902-38-158	AFA ID	Z00012771	CFDA No.	20.205	
AFA CSJs	0902-38-158			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Various; Kings Gate and Meadow Place Dr			<i>AFA Not Used For Research & Development</i>		

D. For each year the Project remains open for federal funding expenditures, the Local Government 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.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

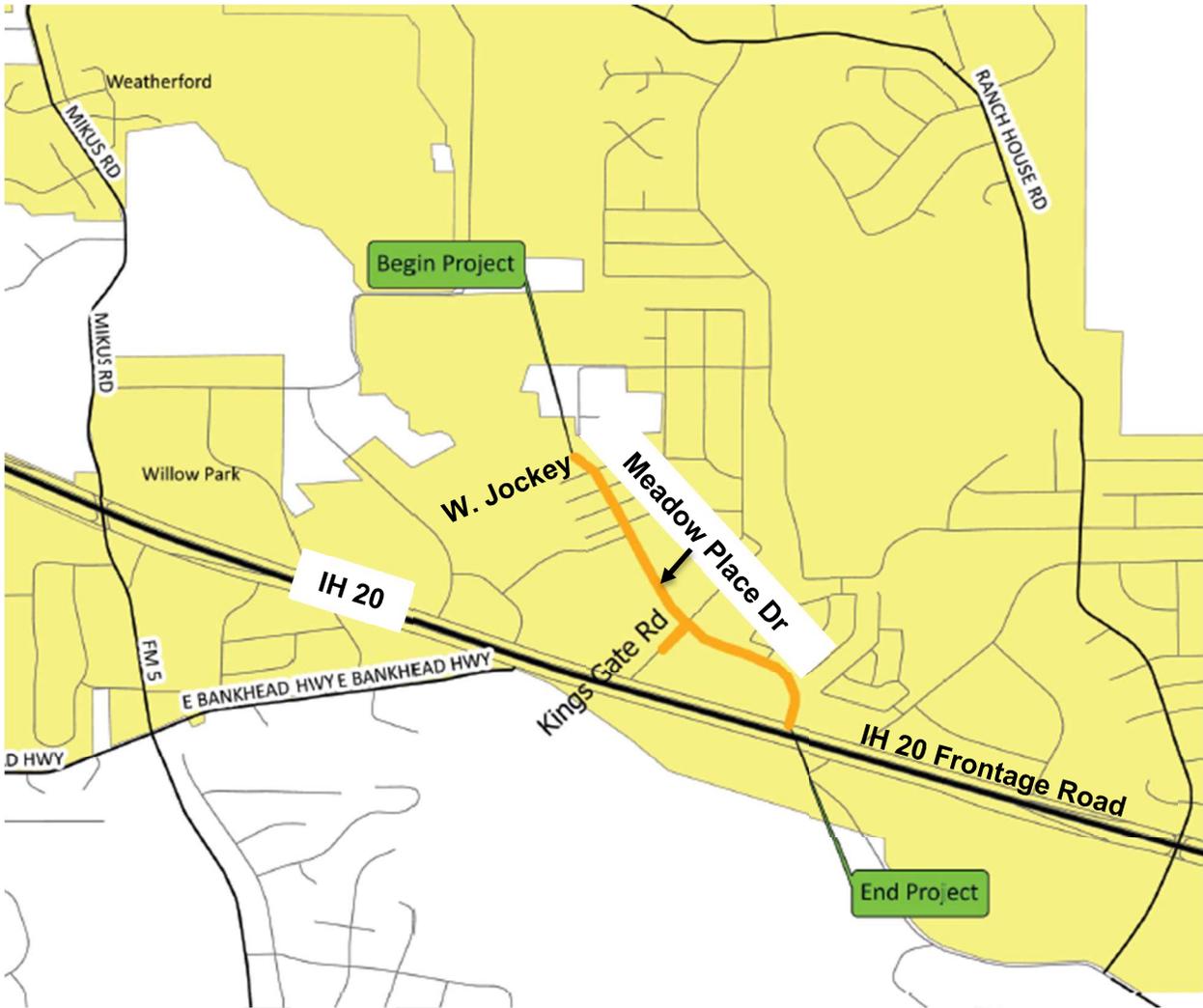
THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-38-158	AFA ID	Z00012771	CFDA No.	20.205
AFA CSJs	0902-38-158			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	46120		
Project Name	Various; Kings Gate and Meadow Place Dr			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



CSJ: 0902-38-158
Project Name: Various; Kings Gate and Meadow Place Dr
Project Limits: Kings Gate Road to Meadow Place Drive
Project Scope: Bicycle and Pedestrian Improvements on Meadow Place Drive from IH20 Frontage Road to W. Jockey and Kings Gate Road from Meadow Place Drive to Kings Gate Park.

TxDOT:				Federal Highway Administration:		Item 9.	
CCSJ #	0902-38-158	AFA ID	Z00012771	CFDA No.	20.205		
AFA CSJs	0902-38-158			CFDA Title	Highway Planning and Construction		
District #	02	Code Chart 64#	46120				
Project Name	Various; Kings Gate and Meadow Place Dr			AFA Not Used For Research & Development			

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$5,000	80%	\$4,000	0%	\$0	20%	\$1,000
Engineering (by Local Government)	\$145,400	80%	\$116,320	0%	\$0	20%	\$29,080
Construction (by State)	\$491,823	80%	\$393,458	0%	\$0	20%	\$98,365
Subtotal	\$642,223		\$513,778		\$0		\$128,445
Environmental Direct State Costs	\$400	80%	\$320	0%	\$0	20%	\$80
Engineering Direct State Costs	\$11,630	80%	\$9,304	0%	\$0	20%	\$2,326
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$36,747	80%	\$29,398	0%	\$0	20%	\$7,349
Subtotal	\$48,779		\$39,022		\$0		\$9,757
Indirect State Costs (5.51%)	\$2,688	0%	\$0	100%	\$2,688	0%	\$0
TOTAL	\$693,690		\$552,800		\$2,688		\$138,202

Initial payment by the Local Government to the State: \$ 2,408.00 .
 Payment by the Local Government to the State before construction: \$ 105,714.00 .
 Estimated total payment by the Local Government to the State \$ 108,122.00 .

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:		<i>Item 9.</i>
CCSJ #	0902-38-158	AFA ID	Z00012771	CFDA No.	20.205	
AFA CSJs	0902-38-158			CFDA Title	Highway Planning and Construction	
District #	02	Code Chart 64#	46120			
Project Name	Various; Kings Gate and Meadow Place Dr			<i>AFA Not Used For Research & Development</i>		

**ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

DRAFT

CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 24, 2026	Department: Admin	Presented By: Communications Director Rose Hoffman
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AGENDA ITEM: Discussion/Action: to consider and approve an application from 760 Fest for the presenting sponsorship of the festival.

BACKGROUND:

The City of Willow Park was the presenting sponsor last year for this event which was heavily attended by visitors including many from outside of Parker County. The one-day festival features live art installations, band and performers on two stages, vendor booths, a large kids area, and more.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the presenting sponsorship.

EXHIBITS:

Application from 760 Fest

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$15,000
	Source of Funding	Hotel Occupancy Taxes

CITY OF WILLOW PARK, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES, CHAPTER 9 PERSONNEL, ARTICLE 9.02 "OFFICERS AND EMPLOYEES", DIVISION 2 "CITY MANAGER", § 9.02.033 "NATURE AND DUTIES OF POSITION"; PROVIDING FOR REPEAL; PROVIDING FOR SAVINGS AND SEVERABILITY; PROVIDING FOR PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas is a Type-A general law municipality (the "City") located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Chapter 51 of the Texas Local Government Code, the City Council has the general authority to adopt and publish an ordinance that is for the good government, peace or order of the municipality and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the City of Willow Park desires to revise its personnel ordinance regarding the nature and duties of the city manager; and

WHEREAS, the City of Willow Park City Council finds and determines that the revision of the personnel ordinance regarding the nature and duties of the city manager will be in the best interests of the citizens of Willow Park.

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

SECTION 1. All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: Amendment. That Chapter 9 "Personnel", Article 9.02 "Officers and Employees", Division 2 "City Manager", § 9.02.033 "Nature and Duties of Position"; of the City's Code of Ordinances is hereby amended and revised and replaced as set forth below with all other provisions of Chapter 9, Article 9.02 not herein affected to remain in full force and effect:

§ 9.02.033. Nature and duties of position.

(3) Appoint and remove all department directors and subordinate employees with the exception of the city secretary, city attorney, municipal judge, chief of police and any employee with an employment contract approved by the city council. The city council shall draft and approve all contracts with the city, including all employment contracts.

(4) Be responsible for the overall administration of the city, including all departments, offices and agencies of the city, including but not limited to the public works director, city inspector, fire chief, fire marshal, and court clerk

(14) Investigate all complaints in relation to the administration of the city with the exception of the city secretary, city attorney, municipal judge, chief of police and any employee with an employment contract approved by the city council. Notification of any complaint related to these exceptions shall be submitted to the city council immediately.

SECTION 3: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Crandall hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective upon its passage and publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, THIS _____ DAY OF _____ 2026.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

DIVISION 2
City Manager¹

§ 9.02.031. Creation of office; appointment and tenure; qualifications; compensation.

- (a) The office of city manager is hereby re-established.
- (b) The city council shall appoint a city manager for an indefinite term, who shall be the chief administrative officer of the city. The city manager shall be chosen by the city council by a majority vote of its entire membership and on the basis of executive and administrative training, experience, ability and character without regard to political consideration.
- (c) The city manager shall receive compensation as may be fixed by the city council.
(Ordinance 664-13 adopted 3/27/2013)

§ 9.02.032. Basic function.

- (a) This position is responsible for carrying out all the legal responsibilities, as defined by the state, of a city manager, and section 9.02.033 of this division.
- (b) The city manager, or his or her designee, is hereby authorized and directed to implement the applicable provisions of the ordinances of the city.
(Ordinance 664-13 adopted 3/27/2013)

§ 9.02.033. Nature and duties of position.

As city manager the incumbent shall:

- (1) Serve as an ex-officio member of the city council, with the right to take part in discussions, but without the right to vote.
- (2) Conduct all city staff meetings and manage the day-to-day operations of the city.
- (3) Appoint and remove all department directors and subordinate employees with the exception of the city secretary, city attorney, municipal judge, chief of police and any employee with an employment contract approved by the city council. The city council shall draft and approve all contracts with the city, including all employment contracts.
- (4) Be responsible for the overall administration of the city, including all departments, offices and agencies of the city, including but not limited to the public works director, city inspector, fire chief, fire marshal, [~~chief of police~~] and court clerk.
- (5) Generate and maintain job descriptions for all city employees and establish and maintain a methodology for evaluating the performance of all city employees.
- (6) Attend all board and commission meetings; however, the city manager may designate a representative to attend in his or her place.
- (7) Assist the mayor and city council in the preparation of the annual draft budget and draft

1. Editor's note—At the direction of the city, as part of the 2024 recodification, the term "city administrator" was changed to "city manager" throughout the code.

City of Willow Park, TX

§ 9.02.033

§ 9.02.033

capital improvement budget.

- (8) Authorize department heads to transfer resources in the amount budgeted within their respective departments.
- (9) Assist the mayor in recommending to the city council adoption of such policies, measures, ordinances and resolutions as may be deemed necessary or expedient for the health, safety or welfare of the community, or for the improvement of the operation of the city, including the finances, police, health, security and comfort.
- (10) Assist the mayor in ensuring that the laws of the state and ordinances of this city and other acts of the city council are implemented.
- (11) Keep the city council advised as to the financial condition and future needs of the city.
- (12) Make such other reports as the city council may require concerning the operations of city departments, offices and agencies which are subject to the city manager's direction and supervision.
- (13) Assume responsibility for developing and maintaining effective relationships with the citizens of the city and governmental and community agencies at the local, state and federal levels and with other cities in the general proximity of the city.
- (14) Investigate all complaints in relation to the administration of the city[-.] with the exception of the city secretary, city attorney, municipal judge, chief of police and any employee with an employment contract approved by the city council. Notification of any complaint related to these exceptions shall be submitted to the city council immediately.
- (15) Administer the purchase of all materials, supplies and equipment for which funds are provided in the budget; and purchase materials and supplies necessary for operation of city services in accordance with city ordinances, resolutions or policy and procedures. No purchase shall be made, contract let, or obligation incurred which exceeds the current budget appropriation without a supplemental appropriation by the city council.
- (16) Perform other duties as are specified or may be required or directed by the city council.
- (17) Recommend to the city council a standard schedule of pay, including minimum, intermediate and maximum ranges, and a uniform personnel policy for all city employees.
- (18) Serve as the chief executive officer of the city in all areas, excepting those powers and responsibilities specifically assigned to the office of the mayor by the Local Government Code and the laws of the state.
- (19) Keep the city council informed of the operations of city government via but not limited to:
 - (A) Emails regarding emergencies, such as damage to city property, water/sewer breaks, road closures, road work and significant breaking events;
 - (B) A monthly report regarding the status of each city department, addressing such items as water usage, cumulative history of sewer/water breaks, significant expenditures, permit applications, plat applications, entities interested in pursuing development in the city, traffic stops, citations, court rulings, code violations, comp time status and any other matters of interest.
- (20) Execute policy and procedures approved by the city council, including, but not limited to,

City of Willow Park, TX

§ 9.02.033

§ 9.02.036

strategic plans, the comprehensive plan, prioritized capital improvement plans, employee personnel manual, investment policy, budget formats, agenda procedures, and financial policies.

(21) The city manager shall be responsible to the city council to make city employees' documents or reports available to officials.

(Ordinance 664-13 adopted 3/27/2013; Ordinance adopting 2024 Code)

§ 9.02.034. Removal or suspension.

The city manager may be removed or suspended from office at the will of the city council by a 2/3 vote of its entire membership. The action of the city council in removing the city manager shall be final, it being the intention to vest authority and fix all responsibility for such removal on the city council.

(Ordinance 664-13 adopted 3/27/2013)

§ 9.02.035. Acting city manager.

By letter filed with the city secretary, the city manager shall designate a qualified administrative employee of the city to exercise the powers and perform the duties of the city manager during the city manager's temporary absence or disability. The council may revoke such designation at any time and appoint another such employee of the city until the city manager returns.

(Ordinance 664-13 adopted 3/27/2013)

§ 9.02.036. through § 9.02.060. (Reserved)



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: March 24 th 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Mgr.
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AGENDA ITEM:

Discussion & Action: to consider approval of a Specific Use Permit (SUP) to allow for an existing static (non-electronic) sign to a Digital Message Sign for a 3.14 acre tract of land legally described as “Shopping Center” Lot 1-A & 1-B Block 5 of the Willow Springs Oak Abstract, City of Willow Park, TX. Identified as being in a portion of the Parker County Appraisal District as Parcel#33643, Parker County, TX.

BACKGROUND:

City staff received an application for a sign permit for Delisias sign. The sign was existing and needs repair. When finding out they would like it to be electronic for an informative stagnant message with a daily special, we let them know this would need to be submitted as an SUP for approval.

Discussion was had about the sign not frequently changing. Planning and Zoning passed this item unanimously 3-0, conditional to change once daily during the early morning hours 12-3AM.

STAFF RECOMMENDATION:

The City Staff has reviewed this request and recommend its approval.

EXHIBITS:

- Sign Plans

RECOMMENDED MOTION:

Motion to approve Specific Use Permit conditional on limited changing as presented.

Parcel Details

Parcel ID
19510.005.004.00

Parcel Address
4098 E INTERSTATE 20 SERVICE RD S

Parcel Address City
WILLOW PARK

Parcel Address Zip Code
76087-3647

Regrid UUID
e0399c50-9eff-4c6a-bc35-163604a9a889

Parcel Highlights

Full Address
**4098 E Interstate 20 Service Rd S,
Willow Park, TX 76087**

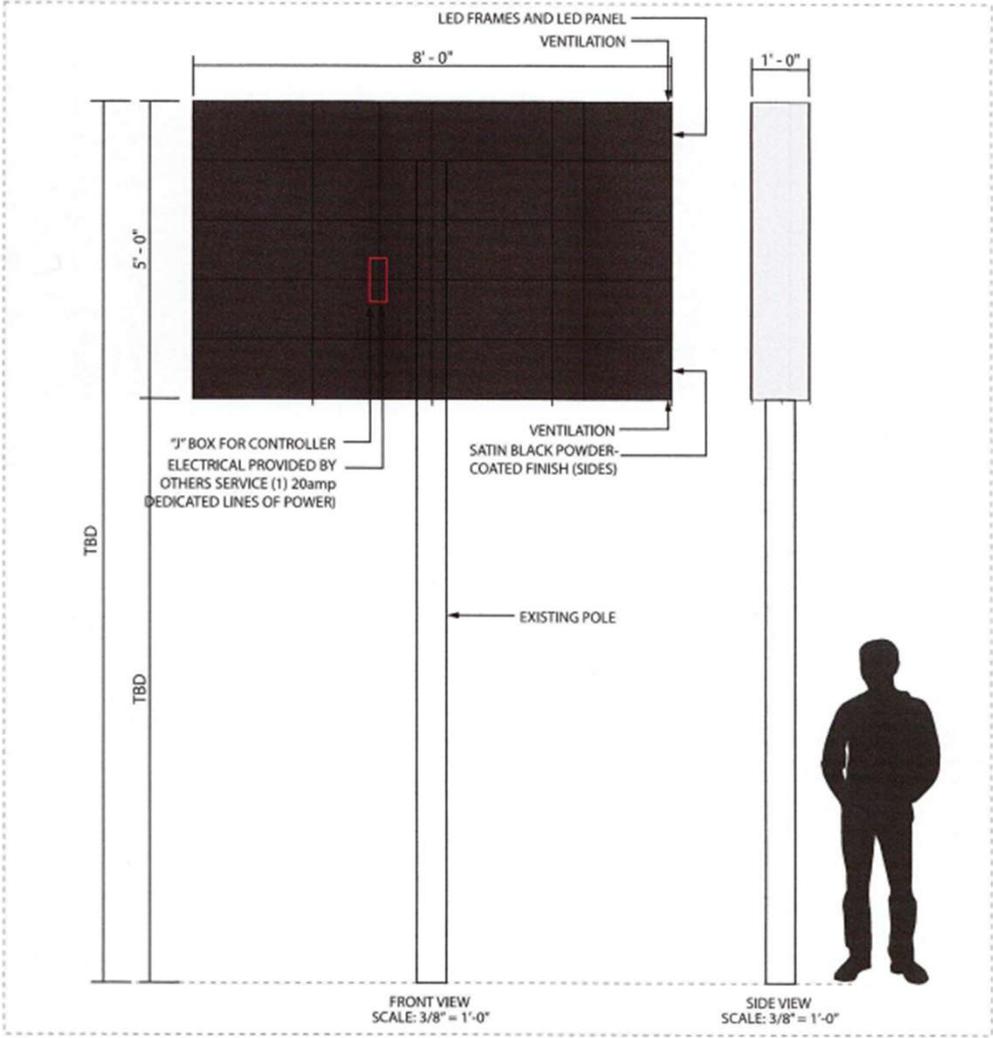
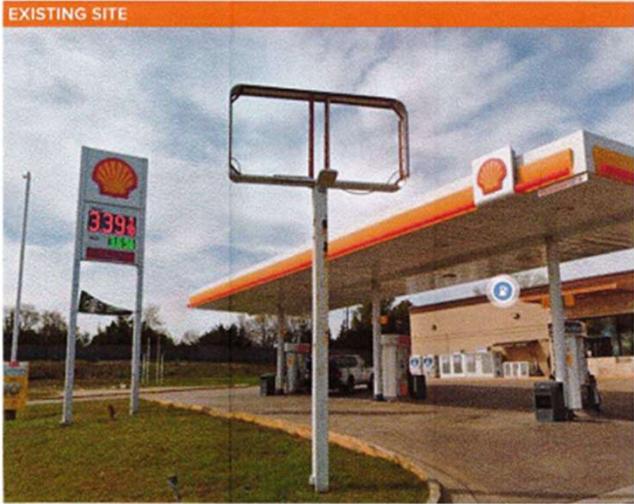
Measurements
3.33 Acres

Owner
MULTAN LLC

Zoning type
Commercial

Sign will be installed here:





SCOPE OF WORK
RETROFIT-Replace existing sign cabinet with a 5'x8' double-sided 6mm Cirrus EMC.

Your New Cirrus Display

Thank You!





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: March 24 th 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Mgr.
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AGENDA ITEM:

Discussion & Action: to consider request for change in zoning from “Class II: Residential: ‘R-1’ Single-Family District” to a “Class III - Business: "C" Commercial District” being a 0.80 acre tract of land in the HAVINS SUBDIVISION Block 1 of said Havins Sub-division of Lot 7 of the C.E. Beavers Subdivision of a part of the following Surveys, McKinney and Williams Abstract 954, J.M. Moore Abstract 882 and I&G.N. RR. Co. Abstract 1998 all in Parker County, Texas further identified as being a portion of Parker County Appraisal District as Property ID#9527.

BACKGROUND:

City staff received an application for a zoning change for the property on FM 5 and E Bankhead Hwy.

6603 E Bankhead Hwy is currently surrounded by a mixture of residential homes, a legal nonconforming commercial business, and County businesses across FM 5. I have attached a map that shows existing businesses.

The owner is requesting a commercial change for a potential future business that will require a specific use permit.

The proposed zoning change does not currently follow our future land use map from the 2014 comprehensive plan.

This item was passed by the Planning and Zoning Commission on the 17th unanimously 3-0. We received one opposition letter, and it is attached.

The owner is here if you have any questions for him.

EXHIBITS:

- NOPH with Map
- Aerial of Property and highlighted existing businesses
- Future Land Use Map

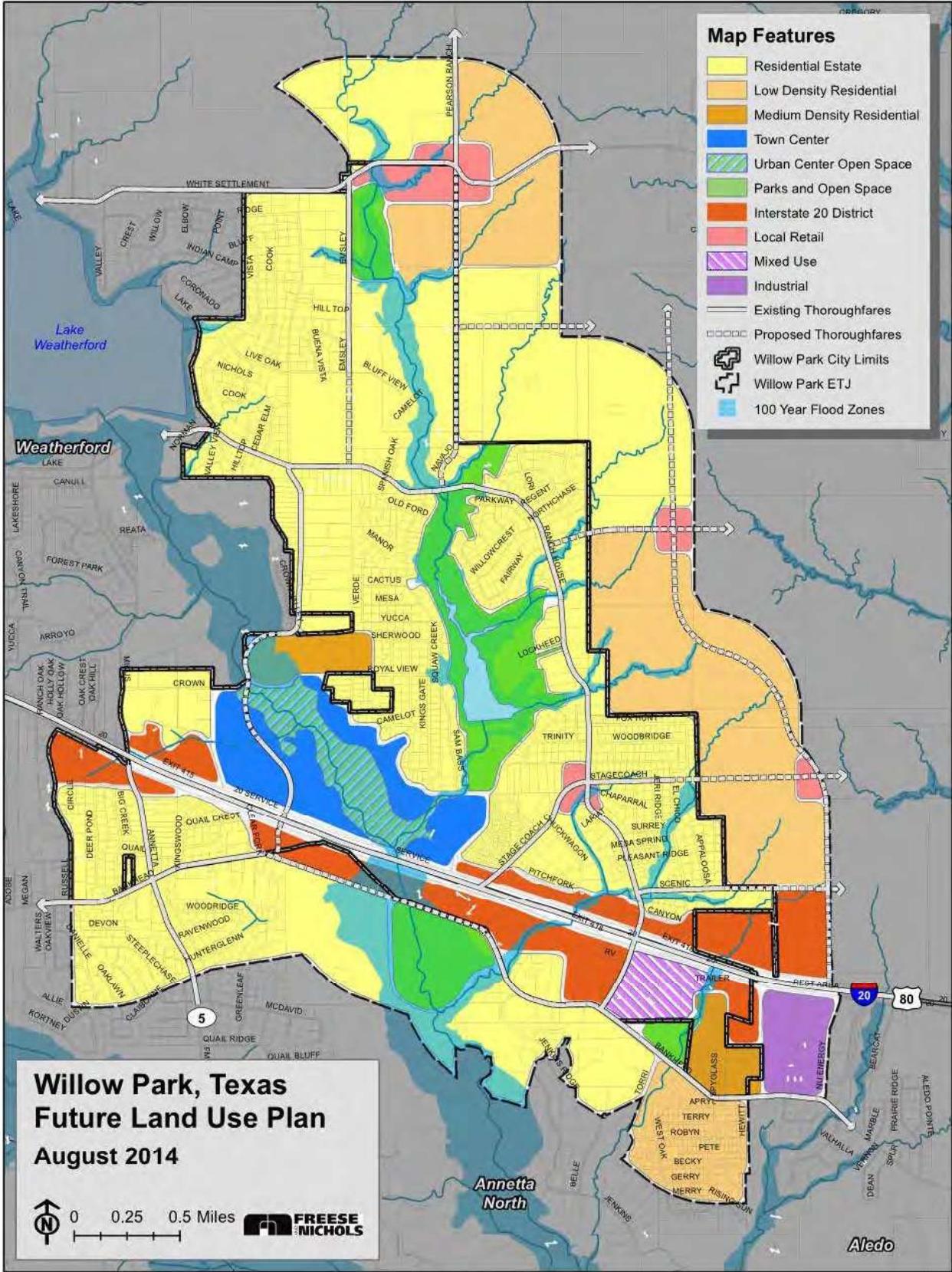
RECOMMENDED MOTION:

Motion to approve zoning change as presented.



Future Land Use Map

Future Land Use Plan



3/16/2026

James Bell PE
4206 Bond Road
Willow Park

RE: Zoning change request for Property ID#9527

City Council Willow Park
Planning and Zoning commission Willow Park

Dear Sirs and Madams

Thank you for allowing me to provide input to this hearing.

I am the owner of the property at 4206 Bond Road. I would like to register my strong opposition the proposed commercial zoning change. The requested zoning change is on property that is less than 300 feet from my house.

The Havins subdivision property has been a very desirable residential area for over 60 years. Changing this location to commercial would allow the present owner or any future owners to establish businesses that could be totally inconsistent with quality residential neighborhoods. I urge you to consider the detriment to the existing homes before making this decision.

Thank you for your consideration to this matter.

James Bell PE



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 24 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion & Action: to consider a Resolution accepting petition and calling public hearing for the proposed annexed property of Bar-Ko Land Company LLC, the owner of all that certain 7.290 Acre tract of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas.

BACKGROUND:

Mayor and City Council, the applicant Bar-ko Land Company, approached the city for annexation of their property. Council accepted the Development Agreement on March 10th.

This item is to accept the petition and call the public hearing for April 14th as presented in the Resolution.

EXHIBITS:

- Resolution

RECOMMENDED MOTION:

Motion to accept the Resolution as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, GRANTING A C-3 VOLUNTARY PETITION REQUESTING ANNEXATION INTO THE CORPORATE LIMITS OF THE CITY OF WILLOW PARK BY THE PROPERTY OWNER (BAR-KO LAND COMPANY LLC) OF APPROXIMATELY 7.290 ACRE TRACT OF LAND BEING SITUATED IN THE JAMES OXER SURVEY, ABSTRACT NUMBER 1029, PARKER COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF FINDINGS; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICES OF SUCH PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on or about March 10th, 2026, the City received a petition requesting voluntary annexation from the property owner (the “Owner”) of the Area (defined herein) containing all elements required by Section 43.0671 of the Texas Local Government Code (the “Petition”); and

WHEREAS, a legal description and geographical depiction of the Area proposed to be annexed is attached hereto as Exhibit “A”, (the “Area”); and

WHEREAS, the City Council of the City (the “City Council”) directs publication, mailing and distribution of notice(s) for a public hearing, as required by Chapter 43 of the Texas Local Government Code, to consider the annexation of the Area; and

WHEREAS, the City Council has investigated into, has determined and officially finds that no part of the Area is within the extraterritorial jurisdiction of any other incorporated city or town and is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council has found and determined that the Petition is appropriate and that it is in the best interest of the City to grant the Petition.

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

Section 1. Findings Incorporated. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. Petition Considered. The City Council hereby grants the Petition requesting the annexation into the corporate limits of the City by the Owner of the Property.

Section 3. Calling of Public Hearing and Providing Notices.

A. Calling of Public Hearing. The City Council hereby calls a public hearing about annexation of the Area, at which members of the public shall be given an opportunity to be heard at the following location and on the following date and time:

Willow Park City Hall
 120 El Chico Trail, Suite A
 Willow Park, Texas 76087
 April 14th, 2026 at 6:00 p.m.

The ordinance annexing the Area may be adopted immediately following the public hearing called above.

B. Notice of Public Hearing. The City Secretary is hereby authorized and directed, in accordance with Chapter 43 of the Texas Local Government Code, to cause notice of the public hearing called by Section 3.A., on or after the twentieth (20th) day but before the tenth (10th) day before the date of such public hearing, to be (i) published once in a newspaper having general circulation in the City and in the above-described territory, (ii) mailed to any school district or public entity providing services to the Area, and (iii) posted on the City's website.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 5. Open Meetings. That it is hereby found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code. Section 6. Effective Date. This Resolution shall become effective from and after its adoption.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Willow Park, Texas, on this 24th day of March, 2026.

_ Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

EXHIBIT A

DEVELOPER'S PROPERTY METES AND BOUNDS

WHEREAS BAR-KO LAND COMPANY LLC IS THE OWNER OF ALL THAT CERTAIN 7.290 ACRE TRACT OF LAND BEING SITUATED IN THE JAMES OXER SURVEY, ABSTRACT NUMBER 1029, PARKER COUNTY, TEXAS AND BEING ALL OF A CALLED 2,518 SQUARE FOOT TRACT OF LAND DESCRIBED IN A DEED TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202515735 OF THE DEED RECORDS OF SAID COUNTY AND BEING PART OF A CALLED 24.365 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202142647 OFF SAID DEED RECORDS, AND SAID 7.290 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON REBAR WITH CAP STAMPED "STEVENS SURVEYING" FOUND FOR THE CORNER OF A CALLED 0.82 ACRE RIGHT-OF-WAY DEDICATION DESCRIBED IN DOCUMENT NUMBER 202515356 OF SAID DEED RECORDS, BEING IN THE SOUTH LINE OF LOT 1, BLOCK 1 OF BANKHEAD COMMONS, RECORDED IN DOCUMENT NUMBER 202313961 OF THE PLAT RECORDS OF SAID COUNTY, AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO J.P. ELDER FAMILY LIMITED PARTNERSHIP RECORDED IN

DOCUMENT NUMBER 201931531 OF SAID DEED RECORDS;

THENCE SOUTH 11°48'12" WEST, WITH THE COMMON LINE OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT AND SAID

J.P. ELDER FAMILY LIMITED PARTNERSHIP TRACT, A DISTANCE OF 112.85 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" FOUND FOR THE SOUTHWEST CORNER OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT,

AND THE **POINT OF BEGINNING**, FOR THE NORTHWEST CORNER HEREIN DESCRIBED;

THENCE WITH THE SOUTH LINE OF SAID 0.82 ACRE RIGHT-OF-WAY TRACT, THE FOLLOWING COURSES AND DISTANCES;

NORTH 89°32'01" EAST, A DISTANCE OF 73.66 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK" FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 60.00 FEET AND

A CHORD WHICH BEARS NORTH $51^{\circ}48'16''$ EAST, A DISTANCE OF 73.54 FEET;
ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF $75^{\circ}35'11''$ AND AN
ARC DISTANCE OF 79.15 FEET TO A 1/2 INCH IRON REBAR WITH A CAP
STAMPED "BARRON/STARK" FOUND FOR THE BEGINNING OF A REVERSE
CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET AND A CHORD WHICH
BEARS NORTH $51^{\circ}46'21''$

EAST, A DISTANCE OF 24.48 FEET;

ALONG SAID CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF $75^{\circ}28'22''$ AND
AN ARC DISTANCE OF 26.34

FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK"
FOUND FOR CORNER;

NORTH $89^{\circ}32'01''$ EAST, A DISTANCE OF 95.05 FEET TO A 1/2 INCH IRON REBAR
WITH A CAP STAMPED "RPLS 7068" SET FOR THE BEGINNING OF A CURVE TO
THE LEFT, WITH A RADIUS OF 330.00 FEET AND A CHORD

WHICH BEARS NORTH $83^{\circ}17'46''$ EAST, A DISTANCE OF 71.71 FEET;

ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF $12^{\circ}28'31''$ AND
AN ARC DISTANCE OF 71.85

FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK"
FOUND FOR CORNER;

NORTH $77^{\circ}03'30''$ EAST, A DISTANCE OF 73.10 FEET TO A 1/2 INCH IRON REBAR
WITH CAP STAMPED "RPLS 7068" SET FOR THE BEGINNING OF A CURVE TO THE
RIGHT, WITH A RADIUS OF 270.00 FEET AND A CHORD

WHICH BEARS NORTH $83^{\circ}18'06''$ EAST, A DISTANCE OF 58.72 FEET;

ALONG SAID CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF $12^{\circ}29'11''$ AND
AN ARC DISTANCE OF 58.84

FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "BARRON/STARK"
FOUND FOR CORNER;

NORTH $89^{\circ}32'41''$ EAST, A DISTANCE OF 141.16 FEET TO A 1/2 INCH IRON REBAR
WITH A CAP STAMPED "BARRON/STARK" FOUND FOR THE BEGINNING OF A
CURVE TO THE LEFT, WITH A RADIUS OF 180.00 FEET

AND A CHORD WHICH BEARS NORTH $64^{\circ}20'38''$ EAST, A DISTANCE OF 153.28
FEET;

ALONG SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 50°23'57" AND AN ARC DISTANCE OF 158.33

FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET FOR CORNER;

NORTH 38°51'37" EAST, A DISTANCE OF 17.15 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET FOR THE NORTH CORNER OF SAID 2,518 SQUARE FOOT TRACT, BEING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST BANKHEAD HIGHWAY, A 80-FOOT-WIDE PUBLIC RIGHT-OF-WAY, FOR THE

NORTHEAST CORNER HEREIN DESCRIBED;

THENCE SOUTH 51°09'59" EAST, WITH THE NORTHEAST LINE OF SAID 2,518 SQUARE FOOT TRACT, THE NORTHEAST LINE OF SAID 24.365 ACRE TRACT, AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST BANKHEAD HIGHWAY, A DISTANCE OF 183.65 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS 7068"

SET FOR CORNER;

THENCE, IN OVER, AND THROUGH SAID 24.365 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

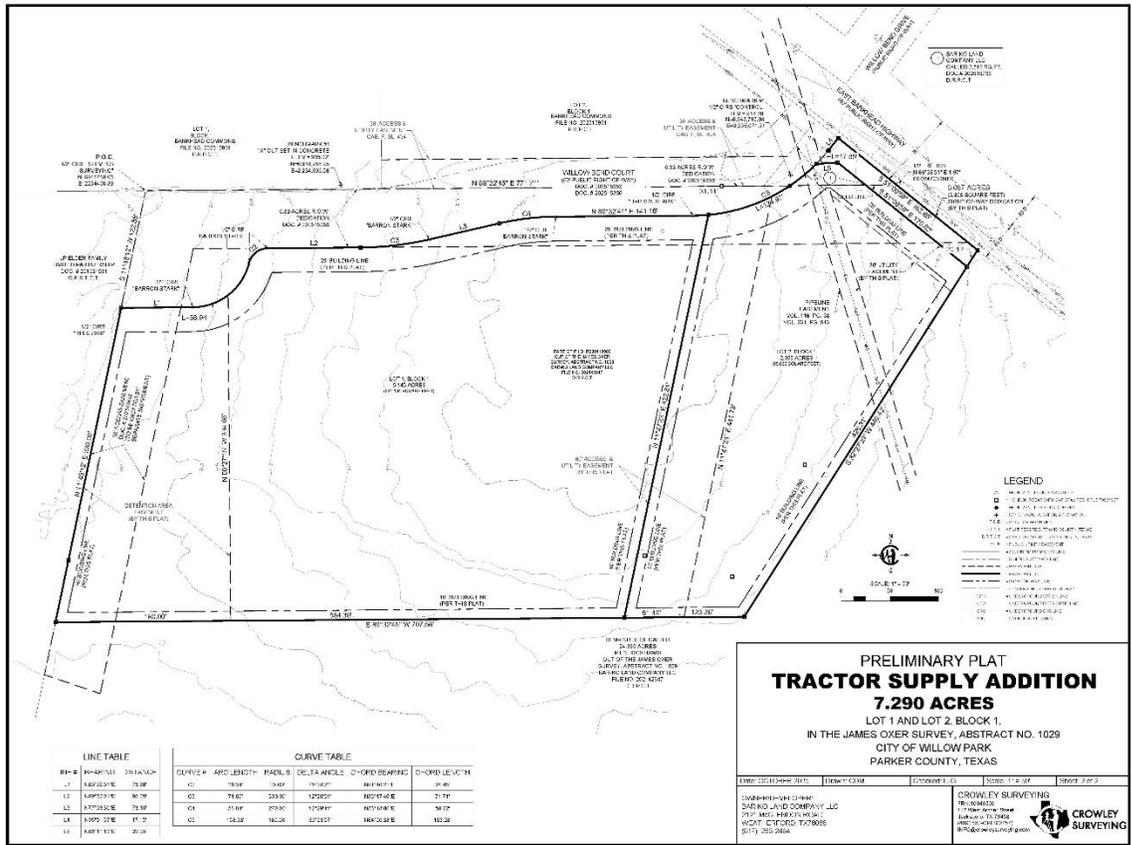
SOUTH 32°27'39" WEST, A DISTANCE OF 446.43 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS

7068" SET FOR THE SOUTHEAST CORNER HEREIN DESCRIBED;

SOUTH 89°32'45" WEST, A DISTANCE OF 707.58 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET IN THE COMMON LINE OF SAID 24.365 ACRE TRACT AND SAID J.P. ELDER FAMILY LIMITED

PARTNERSHIP TRACT, FOR THE SOUTHWEST CORNER HEREIN DESCRIBED;

THENCE NORTH 11°48'12" EAST, WITH SAID COMMON LINE, A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 7.290 ACRES, (317,544 SQUARE FEET) OF LAND



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S82°22'14"E	75.89
L2	S89°23'14"E	86.79
L3	S77°23'32"E	78.19
L4	S59°27'18"E	87.77
L5	S89°11'13"E	80.33

CURVE TABLE

CURVE #	ARC LENGTH	RAIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	76.81	234.9	161°59'57"	S61°01'14"E	39.40
C2	74.62	233.92	129°09'27"	N67°04'18"E	21.71
C3	51.61	253.92	129°09'27"	N67°04'18"E	30.12
C4	58.33	182.28	82°23'57"	N64°03'38"E	101.28

PRELIMINARY PLAT
TRACTOR SUPPLY ADDITION
7.290 ACRES
 LOT 1 AND LOT 2, BLOCK 1,
 IN THE JAMES OYER SURVEY, ABSTRACT NO. 1029
 CITY OF WILLOW PARK
 PARKER COUNTY, TEXAS

DATE: 02/10/2016 10:00 AM DRAWN BY: CROWLEY SURVEYING CHECKED BY: CROWLEY SURVEYING SCALE: 1" = 20' SHEET 1 OF 2

OWNER: TRACTOR SUPPLY COMPANY, INC. 10000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202

PREPARED BY: CROWLEY SURVEYING, INC. 10000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: March 24 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion & Action: to consider approval of an Ordinance annexing into the corporate limits of the City of Willow Park an approximate 61.405 acre tract of land situated in Abstract No. 468, W. Franklin Survey, and in Abstract No. 910, A. McCarver Survey, Parker County, Texas, as further identified as being a portion of Parker County Appraisal District as Property ID #106134, thereby extending the boundary limits, amending the official map, and providing for matters related thereto.

BACKGROUND:

Mayor and Council, this is a requirement in our next steps for annexation of the tract known as Clearion. City staff received the ordinance from the City Attorney’s office and it is attached for your review.

STAFF RECOMMENDATION:

City staff recommend the ordinance’s approval as presented.

EXHIBITS:

- Clearion Ordinance

RECOMMENDED MOTION:

Motion to approve Ordinance annexing into the corporate limits of the City of Willow Park as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF APPROXIMATELY 61.405 ACRES OF LAND, OUT OF THE W. FRANKLIN SURVEY, ABSTRACT NO. 468 AND IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, PARKER COUNTY, TEXAS, BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF CROWN ROAD AND MEADOW PLACE DRIVE, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, INTO THE BOUNDARY LIMITS OF THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION, INCLUDING PUBLIC HEARINGS, NOTICES, OPEN MEETINGS, AND EXECUTION OF A WRITTEN SERVICES AGREEMENT HAVE BEEN MET ACCORDING TO LAW; PROVIDING FOR THE INCORPORATION OF PREMISES; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; PROVIDING INSTRUCTIONS FOR AMENDING THE OFFICIAL MAP AND BOUNDARIES OF THE CITY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the boundary limits of the City; and

WHEREAS, the City received a C-3 voluntary annexation petition (the “Petition”) from the property owner (the “Owner”) requesting the annexation into the boundary limits of the City of a certain tract of land being approximately 61.405 acres of land, further described and depicted in Exhibit “A”, attached and incorporated as if set forth fully herein (the “Property”); and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, all requirements for the annexation, including required notices and public hearings, have been provided, held, and met; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was negotiated and executed prior to the adoption of the annexation by City Council; and

WHEREAS, the City Council of the City (the “City Council”) has investigated into, has determined, and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council finds and determines that annexation of the property hereinafter described as requested by the property owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. The Property is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property, and the same shall hereafter be included within the boundary limits of the City, and the inhabitants of the Property shall hereafter be entitled to all the rights and privileges of other citizens of the City and shall be bound by the acts, ordinances, resolutions, and regulations of the City enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 4. Filing Instructions. The City Secretary is hereby directed and authorized to file a certified copy of this Ordinance with the County Clerk of Parker County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 5. Severability Clause. It is hereby declared by the City Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 6. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

SECTION 8. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, this 24th day of March, 2026.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

Exhibit A
Legal Description and Depiction

Being a 61.405 acre tract of land out of the following:

BEING a tract of land situated in the A. MCarver Survey, Abstract Number 910, and the W. Franklin Survey, Abstract Number 468, Parker County, Texas, being a portion of a tract of land herein after referred to as (Tract 1) described by deed to Brothers in Christ Properties, LLC recorded in Instrument Number D202329094, and being all of a tract of land herein after referred to as (Tract 2) described by deed to said Brothers in Chris Properties, LLC recorded in Instrument Number D202425676, both of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Tract 1 and being in the north right-of-way line of Meadow Place Drive;

THENCE N 50°14'45"W, 400.03 feet, with said common line;

THENCE departing said common line, over and across said Tract 1, the following courses and distances:

N 49°02'30"E, 340.32 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 236.54 feet, through a central angle of 17°29'14", having a radius of 775.00 feet, and a long chord which bears N 57°47'06"E, 235.62 feet;

N 23°11'50"W, 50.00 feet to the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 252.04 feet, through a central angle of 17°30'13", having a radius of 825.00 feet, and a long chord which bears S 57°47'36"W, 251.06 feet;

S 49°02'30"W, 296.37 feet;

THENCE N 86°39'10"W, 25.78 feet, returning to said west line and being the east right-of-way line of Crown Road;

THENCE with said common line, the following bearings and distances:

N 17°45'46"W, 249.70 feet;

N 01°55'51"W, 675.94 feet;

N 30°02'48"E, 55.96 feet;

THENCE N 46°54'10"E, 79.29 feet, to the northwest corner of said Tract 1

THENCE with the north line of said Tract 1 and the south right-of-way line of said Crown Road, the following bearings and distances:

N 89°20'53"E, 1081.22 feet;

N 66°43'06"E, 39.71 feet;

THENCE N 89°00'53"E, 118.64 feet, to the southwest corner of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records;

THENCE N 87°29'57"E, 1,056.87 feet, departing said east right-of-way line, continuing with said north and the south line of said Gary Dale Lee tract;

THENCE departing said common line, over and across said Tract 1 the following bearings and distances:

S 03°34'02"E, 529.70 feet;

S 19°33'18"E, 58.44 feet;

S 00°28'58"E, 135.67 feet;

S 16°10'39"W, 115.16 feet;

S 09°41'19"W, 86.65 feet;

THENCE S 00°14'58"E, 131.76 feet, to the south line of said Brothers in Christ Properties, LLC tract, being in the north line of Lot 5, Block 12 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records;

THENCE S 89°59'02"W, 1,179.13 feet, to the north line of Lot 2R, Block 11 of The Reserves at Trinity, an addition to the City of Willow Park, recorded in Cabinet E, Slide 726, said County Records;

THENCE S 00°58'47"E, 365.04 feet, continuing with said north line;

THENCE S 89°44'32"W, 780.91 feet to the **Point of Beginning** and containing 2,711,976 square feet or 62.258 acres of land more or less.

