



CITY COUNCIL REGULAR MEETING - FEBRUARY 25, 2025 AGENDA

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

Tuesday, February 25, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS (Limited to three minutes per person)

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

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

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

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

PROCLAMATION

1. Administer Oath of Office to newly appointed City Secretary, Deana McMullen.

REGULAR AGENDA ITEMS

2. Approval of Regular City Council Meeting Minutes: February 11, 2025
3. Discussion & Action: for approval of "Chapter 380 Economic Development Agreement between the City of Willow Park, Texas and Pulido's Westland Willow Park, LLC".

REPORTS

4. 2024-25 1st Quarter Department Report - Public Works
5. 2024-25 1st Quarter Report - Engineering Project Update
6. 2024-25 1st Quarter Departmental Report - Development Department

- [7.](#) 2024-25 1st Quarter Departmental Report - Parks Department
- [8.](#) 2024-25 1st Quarter Department Report - Communications Department
- [9.](#) 2024-25 1st Quarter Department Report - Fire Marshal's Office
- [10.](#) 2024-25 1st Quarter Department Report - Municipal Court

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

11. Section 551.071 - Consultation with Attorney; City of Willow Park v. Halff & Associates.

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

INFORMATIONAL COMMENTS

12. Mayor & City Council Comments
13. City Manager Comments

ADJOURNMENT

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

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

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on/by the following date and time: February 21, 2025, at 5:00 p.m. and remained so posted continuously for at least 72 hours 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/>

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OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Deana McMullen, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City Secretary of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Antonette A. Fisher

Printed or Typed Name



CITY COUNCIL MEETING - FEBRUARY 11, 2025 MINUTES

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

Tuesday, February 11, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Meeting called to order by Mayor Moss at 6:00 p.m.

Quorum confirmed.

PRESENT

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

Staff Present:

Bryan Grimes, City Manager
Pat Chesser, City Attorney
Toni Fisher, Interim City Secretary

PLEDGE OF ALLEGIANCE AND INVOCATION

Invocation and Pledge led by Pastor Eric Kuykendall of Trinity Bible Church.

PUBLIC COMMENTS (Limited to three minutes per person)

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

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

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

None.

REGULAR AGENDA ITEMS

1. **Approval of City Council Regular Meeting Minutes: January 28, 2025.**

Approval of City Council Regular Meeting Minutes: January 28, 2025.

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

2. **Discussion & Action: for approval of the 1st Quarter Financial Update Report by Jake Weber, CPA.**

Councilmember Runnebaum asked Staff about the Hudson Oaks investment of the Waste Water Treatment Plant, to which City Manager Grimes clarified. Mayor Pro Tem Young asked when that reimbursement was expected which was answered potential for the second quarter.

Approval of the 1st Quarter Financial Update Report.

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

3. **Discussion & Action: for approval of an Ordinance annexing approximately 7,313 feet or 10.98 acres of East Bankhead Highway Right-of-Way from the City's existing City limits to FM1187 more particularly described as property out of the Eliza Ozer Survey, Abstract No. 1031, James R. Brown Survey, Abstract No. 9, Thomas Freeman Survey, Abstract No. 475, Francisco Sanchez Survey, Abstract No. 2346, and F.H. Hammon Survey, Abstract No. 673; and approving a Service Plan for the annexed property.**

ORDINANCE NO. 917-25:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 7,313 FEET OF EAST BANKHEAD RIGHT-

OF-WAY, COMPRISING APPROXIMATELY 10.98 ACRES OF LAND, PURSUANT TO SECTION 43.1055, SUBCHAPTER C-1 OF CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID 10.98 ACRES WITHIN THE CITY LIMITS, AND GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY; APPROVING AN ANNEXATION SERVICE PLAN FOR THE AREA; DIRECTING FILING OF A CERTIFIED COPY OF THE ORDINANCE AND ANNEXATION SERVICE PLAN WITH THE PARKER COUNTY CLERK; AND DECLARING AN EFFECTIVE DATE.

City Attorney Chesser explained the annexation, its purpose and process.

Approval of an Ordinance annexing approximately 7,313 feet or 10.98 acres of East Bankhead Highway Right-of-Way from the City's existing City limits to FM1187 more particularly described as property out of the Eliza Ozer Survey, Abstract No. 1031, James R. Brown Survey, Abstract No. 9, Thomas Freeman Survey, Abstract No. 475, Francisco Sanchez Survey, Abstract No. 2346, and F.H. Hammon Survey, Abstract No. 673; and approving a Service Plan for the annexed property.

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

4. **Discussion & Action: for approval of Ordinance annexing approximately 317.732 acres of land owned by the Beall-Dean Ranch, Ltd., more particularly described as part of 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 situated in Parker County, Texas; embracing all of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas; and approving a Services Agreement for the annexed property.**

ORDINANCE NO. 918-25:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 317.732 ACRES OF LAND PURSUANT TO A PETITION SUBMITTED BY THE OWNERS OF THE LAND AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID 317.732 ACRES WITHIN THE CITY LIMITS, AND GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT FOR THE AREA; DIRECTING FILING OF A CERTIFIED COPY OF THE ORDINANCE AND ANNEXATION SERVICES AGREEMENT WITH THE PARKER COUNTY CLERK; AND DECLARING AN EFFECTIVE DATE.

City Attorney Chesser explained the annexation as it relates to the previously approved Developers Agreement, its purpose and process.

Approval of Ordinance annexing approximately 317.732 acres of land owned by the Beall-Dean Ranch, Ltd., more particularly described as part of 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 situated in Parker County, Texas; embracing all of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas; and approving a Services Agreement for the annexed property.

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

5. Discussion & Action: for approval of an Interlocal Agreement with Parker County ESD No. 1 for the allocation of sales tax on the approximately 317.732 acre tract being annexed by the City.

Mr. Grimes reviewed the 2021 Agreement with ESD#1 and its revision.

Approval of an Interlocal Agreement with Parker County ESD No. 1 for the allocation of sales tax on the approximately 317.732 acre tract being annexed by the City.

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

6. Discussion & Action: to add and revise 2025 Board of Adjustment appointments and correct the roster.

To add and revise 2025 Board of Adjustment appointments and correct the roster, as presented.

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

7. Discussion & Action: for approval of sponsorship for 760FEST Art & Music Festival.

Communications Director, Rose Hoffman, explained the sponsorship and that it was an expenditure that can be paid from Hotel Tax.

For approval of sponsorship for 760FEST Art & Music Festival.

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

8. Discussion Only: Parks Survey analytics and results.

Communications Director Hoffman reviewed the Park survey analytics, methodology and comparison with 2019 survey response, and ways in which the public were reached to sign up for the survey. She was very pleased with the results but expressed improvements for the next survey for higher participation. The next survey is expected to review communication preferences by our residents and community.

Councilmember Runnebaum asked what the next step is. Mayor Pro Tem Young explained taking the conceptual plan for Kings Gate Park scaling back what Westwood did for us and creating phases for improvements.

9. Discussion & Action: to form a Chief of Police hiring committee.

Approval to form a Chief of Police hiring committee, and appointment of the following:

1. Mayor Doyle Moss
2. Eric Contreras
3. Chawn Gilliland

Alternate: Nate Crummel

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

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

The Council adjourned to Executive Session at 6:27 p.m.

10. **Section 551.071 - Consultation with Attorney; City of Willow Park v. Halff & Associates.**
11. **Section 551.074 – Personnel Matters: City Council may interview candidates for City Secretary Position; application review, discussion, consideration, and/or employment offers among candidates.**
12. **Section 551.071 (Consultation with Attorney); 551.072 (Deliberation Regarding Real Property) - 120 El Chico Trail Lease Agreements.**
13. **Chapter 380 Agreement between the City and Pulido's Westland Willow Park, LLC.**
14. **Chapter 380 Agreement between the City and Far Out Hospitality.**

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

The Council reconvened into Open Session at 8:15 p.m.

Action Item:

Motion to offer Deanna McMullen position of City Secretary for a salary of \$80,000.

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

INFORMATIONAL COMMENTS

City Council Comments: Councilmember Runnebaum thanked Toni Fisher for filling in as Interim City Secretary. Councilmember Contreras stated that some social media comments were disappointing and commended interim Police Chief Hamilton as a person and for his service to the city.

City Manager Comments: Mr. Grimes announced that February 17 is a city holiday and informed Council of an upcoming staff session for retirement.

Mayor Comments: Mayor Moss informed the Council that on Monday, February 10, 2025, Parker County Commissioners Court recognized the City of Willow Park for its strategic planning and development, attended by himself, Councilmembers Eric Contreras and Chawn Gilliland, and staff's Bryan Grimes, Toni Fisher, and Rose Hoffman. He expressed his appreciation for the Commissioners' comments for the city. Mayor Moss also thanked Mr. Grimes and staff for their work on the annexation from its inception in 2023.

ADJOURNMENT

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

Meeting adjourned at 8:17 p.m.

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

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

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on/by the following date and time: February 7, 2025, at 5:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

_____/s/_____

City Secretary

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THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor

Date

City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: February 25, 2025	Department: Planning & Development Dept.	Presented By: Toni Fisher, ACM – Development/Parks/Comms
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AGENDA ITEM:

Discussion &Action: for approval of “Chapter 380 Economic Development Agreement between the City of Willow Park, Texas and Pulido’s Westland Willow Park, LLC”.

BACKGROUND:

Pulido’s Westland Willow Park, LLC presented a request to city staff for economic incentives for a new Pulido’s restaurant at 104 S. Ranch House Rd. in Willow Park. This request was presented to City Council at the February 11, 2025 meeting during Executive Session.

Staff present a proposal to City Council for a sales tax abatement for the Pulido’s restaurant for Years 1 and 2.

STAFF RECOMMENDATION:

Staff recommends approval of “Chapter 380 Economic Development Agreement between the City of Willow Park, Texas and Pulido’s Westland Willow Park, LLC”.

EXHIBITS:

- Chapter 380 Economic Development Agreement between the City of Willow Park, Texas and Pulido’s Westland Willow Park, LLC

RECOMMENDED MOTION:

Approval of “Chapter 380 Economic Development Agreement between the City of Willow Park, Texas and Pulido’s Westland Willow Park, LLC”, as presented.

**CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF WILLOW PARK, TEXAS
AND
PULIDO’S WESTLAND WILLOW PARK, LLC**

This Chapter 380 Economic Development Agreement (this “Agreement”) is entered into this _____ day of _____, 2025, by and between Pulido’s Westland Willow Park, LLC, hereinafter referred to as “Business Developer,” a Texas limited liability company, and the City of Willow Park, Texas, hereinafter referred to as “City”, a Texas Type A general law city.

FACTUAL RECITALS AND FINDINGS

WHEREAS, the City Council of the City has adopted a resolution (the “Resolution”), authorizing the City to make certain performance-based economic development grants as an incentive to the Business Developer in recognition of the positive economic benefits which will accrue to the City through the Business Developer’s efforts to renovate and operate a restaurant, called the Pulido’s Kitchen & Cantina, to be located at 104 S. Ranch House Rd., Willow Park, Texas (the “Project”); and

WHEREAS, the Business Developer estimates the total construction/renovation costs of the Project to be approximately FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) and that the Project will produce annual taxable sales of approximately TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00); and

WHEREAS, the Business Developer estimates that development and operation of the Project will result in the creation of the equivalent of approximately forty (40) part-time and full-time jobs; and

WHEREAS, the Business Developer approached the City and requested an economic incentive in order to induce the Business Developer to develop the Project within the City; and

WHEREAS, the City recognizes that development of the Project in the City represents an opportunity to provide significant economic benefit and opportunities for its citizens; and

WHEREAS, the City desires to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City desires to offer incentives to the Business Developer over a period of time to induce Business Developer to develop the Project in the City and to enable the Business Developer to develop and operate the Project successfully in a manner that will be of lasting and significant benefit to the City; and

WHEREAS, the City finds that development of the Project will add significant new revenues to the City's tax base, both ad valorem and sales tax, and will create jobs, which will promote state and local economic development and stimulate business and commercial activity in the City thereby enhancing the economic stability and growth of the City.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Business Developer agree as follows:

Agreements

1. Authorization. The City's execution of this Agreement is authorized by the *Texas Constitution*, Article III, §52-a and by Chapter 380, *Texas Local Government Code*, and by the Resolution and constitutes a valid and binding obligation of the City. The Business Developer's execution and performance of this Agreement constitutes a valid and binding obligation of Business Developer if the Business Developer proceeds with the development of the Project. The City acknowledges that the Business Developer is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to develop the Project and Business Developer acknowledges that City is acting in reliance upon Business Developer's full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources to this Project.

Section 380.001 of the Texas Local Government Code authorizes cities to establish one or more programs to promote local economic development and to stimulate business and commercial activity in the city. The City desires to encourage businesses that will enhance City sales tax and other tax revenues to locate or maintain a place of business within the City. The Project will enhance the City's sales tax and ad valorem tax revenues. By this Agreement, the City establishes an economic development program for the Project.

2. Definitions. In this Agreement:

Comptroller means the Comptroller of Public Accounts of the State of Texas, or whatever person, position, or office is designated by law to administer the collection, reporting, and distribution of sales taxes.

Person means an individual, sole proprietorship, partnership, limited partnership, corporation, or any other legal entity.

Sales Tax means the one percent (1.00%) municipal sales and use tax adopted by the City under the authority of the *Texas Tax Code*, Chapter 321 and available for general fund purposes. Sales Tax expressly excludes the one-half percent (.50%) municipal sales and use tax to be used to reduce property taxes, and any Sales Tax generated by the sale of alcohol, including, the Mixed Beverage Sales Tax and the Mixed Beverage Gross Receipts Tax.

Sales Tax Reports means the monthly reports furnished by the Business Developer to the Comptroller pursuant to Texas Tax Code Section 321.302, including the reports more fully described in Section 5(e) of this Agreement.

3. City Council Findings. By approval of this Agreement, the City Council of the City finds that each of the factual findings and recitals set forth above are found to be true and correct for all purposes and are hereby incorporated into the body of this Agreement.

4. Business Developer Obligations.

(a) The Business Developer agrees that:

(1) The Project will be constructed/renovated in accordance with all applicable laws, including, without limitation, all applicable City codes and standards.

(2) The Project will be open for business no later than January 1, 2026.

(3) The Project must remain open for business to the public (during normal store hours set by the Business Developer in its reasonable discretion, but not less than fifty (50) hours a week) for the term of this Agreement, except any days during which no business is conducted because of the actions of the Business Developer's landlord, casualty, condemnation, repairs, environmental remediation or investigation, or any other reason that is beyond the reasonable control of Business Developer including, but not limited to, those reasons referenced in Paragraph 7 (b) of this Agreement, except for any economic reasons, including, without limitation, low restaurant sales, credit reasons, or any other reasons related to financial considerations.

(b) New Sales Tax Revenue and Operation of New Store. For the Business Developer to receive the economic incentive payments described in this Agreement, the Business Developer must generate new Sales Tax and must open and operate a restaurant known as the Pulido's Kitchen & Cantina at 104 S. Ranch House Road, Willow Park, Texas, in accordance with the terms of this Agreement.

(c) Reports and Information. Beginning in January 2026, and each month thereafter during the term of this Agreement, the Business Developer will provide the City with true and correct copies of its monthly Sales Tax Reports filed with the Comptroller for sales from the preceding month. All information provided by Business Developer to the City under this subsection shall be sent to the attention of the City's City Manager at the address specified for giving notice in this Agreement. The reports and information provided by the Business Developer to the City is private, proprietary, and confidential, and in no manner shall it become a public record of the City. Notwithstanding the foregoing, Business Developer understands and agrees that the City is subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552. In the event that the City receives an open records request for reports and information provided to the City, the City will promptly notify Business Developer of the request and

cooperate with Business Developer to seek an Attorney General’s opinion as to whether the information must be produced to the requestor. Business Developer shall be responsible for asserting its rights under the Act and shall bear any costs and expenses incident to asserting its rights of confidentiality under the Act, including any legal fees, costs and expenses related to an appeal of the Attorney General’s opinion through the prosecution of a lawsuit or otherwise.

5. Economic Development Program and Incentive Payments.

(a) Establishment of 380 Economic Development Program. As consideration for Business Developer’s contractual obligations hereunder, the City establishes an economic development program pursuant to Chapter 380, Texas Local Government Code to be known as the “**Pulido’s Kitchen & Cantina Economic Development Program**”.

(b) Incentive Payment and Limitations. To provide an incentive to induce Business Developer to develop the Project in the City, the City will pay Business Developer an annual economic development incentive grant in an amount equal to the Sales Tax the City receives from the Project beginning on January 1, 2026 and ending two (2) years later on December 31, 2027 in accordance with the following percentages and schedule:

SCHEDULE OF SALES TAX REBATES

YEAR	PERCENTAGE OF SALES TAX
01/01/26 - 12/31/26	50%
01/01/27 – 12/31/27	50%

The annual payments will be based on Sales Tax Reports received from the Comptroller and the Business Developer regarding the Sales Tax generated by the Project. The City has no obligation to pay the annual payment unless the City receives (i) Sales Tax Reports for the Project; and (ii) other sales or Sales Tax data from the Business Developer for the Project as provided in subsection (e).

(c) Time of Payments. Each annual payment to Business Developer will be made within thirty (30) days after January 31st (for sales from the preceding January 1 through December 31) if the City has received the Sales Tax Reports and any reports from Business Developer required by this Agreement. The due date for a payment will be extended by the number of days after January 31st that the City receives from the Business Developer, its Sales Tax Reports and/or any data used to compute the Performance–Based Incentive related to the preceding year. The Business Developer will be eligible to receive its first payment following January 31, 2027.

(d) The annual payments to Business Developer under this Agreement, collectively, shall not exceed One Hundred Thousand Dollars (\$100,000.00), such amount to be referred to herein as the “Chapter 380 Payments Maximum”. In no event shall the payments made under this Agreement exceed the Chapter 380 Payments Maximum. The City’s

obligations to pay the Business Developer the annual payments provided herein shall end upon paying the Business Developer the Chapter 380 Payments Maximum.

(e) Sales Tax Reports. The City may request each year from the Comptroller Sales Tax Reports as provided in Section 321.3022, *Texas Tax Code*, establishing the annual amount of Sales Tax remitted by the Business Developer for the Project. The Business Developer will provide the City any permission required by section 321.3022(d), *Texas Tax Code*, in order for the City to obtain the Sales Tax Reports. In addition, the Business Developer shall provide its Sales Tax Reports filed with the Comptroller as provided herein and shall provide the City a report or other information that shows the amount of Sales Tax attributable to the Project for the year upon which payment is sought. If the Business Developer disagrees with the amount of Sales Tax attributable to the Project as reflected in the Sales Tax Reports, or if for any reason the Comptroller does not or cannot provide the Sales Tax Reports to the City, the Business Developer shall have the obligation to submit to the City other evidence of the amount of Sales Tax the City receives for the Project. The City agrees to examine such reports and evidence in good faith and make payments or adjustments in payments based on such evidence, to the extent that the evidence is verifiable and correct.

(e) Repayment. If, for any reason, the City is required to refund to the State of Texas any of the Sales Tax revenues that it has received and are generated from the Project upon which the payments made by the City to Business Developer are calculated under this Agreement, the City shall adjust future payments to Business Developer to account for and remedy any such refund. In the event that the refund occurs following the expiration of the term of this Agreement or after the last required payment to Business Developer under this Agreement, Business Developer shall repay the City the amount of the refund no later than thirty (30) days after the City sends an invoice to Business Developer.

(f) Funding Source. While the amount of the Performance-based Incentive shall be measured as a percentage of the Sales Tax generated from the Project, the City may use any available and legally permissible funding source, other than ad valorem tax revenue, to make the payments required hereunder. Should any legal impediment arise during the term of this Agreement, including a change in law, that prevents or prohibits the City from complying with or making future payments under this Agreement, the City may, in its sole and absolute discretion, amend and reform this Agreement, to the extent legally permissible, to give effect to the terms of this Agreement. In the event that the City determines not to reform this Agreement, it may terminate the Agreement without further liability to Business Developer.

(g) Not Subject to Annual Appropriation. In accord with Article III §52-a of the *Texas Constitution*, the program created and the grant made as provided by this Agreement does not constitute or create a debt for the purpose of any provision of the Texas Constitution and this Agreement is therefore not subject to annual appropriation of the City Council.

6. Term. This Agreement is effective on the date of approval by the City Council and terminates on December 31, 2027. The last payment under this Agreement by the City shall be

made after January 31, 2028 for calendar year 2027, unless the Agreement is terminated earlier as provided herein.

7. Termination; Remedies.

(a) Any party may terminate this Agreement during its term as provided in this paragraph if a party defaults under this Agreement. The party alleging the default will give the other parties notice of the default in writing. If the defaulting party fails to cure the default within sixty (60) days of the date of the notice, the party giving the notice may terminate this Agreement by written notice to the other parties, specifying the date of termination.

(b) No party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties during the time, but only for so long as the event of force majeure reasonably prevents performance.

(c) Subject to any applicable cure periods stated above in paragraph (a), the following conditions, occurrences, or actions will constitute a default by the Business Developer during the term of this Agreement:

(1) Business Developer's insolvency, the appointment of a receiver for the Business Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Business Developer; or

(2) Foreclosure of any lien against all or a portion of the Business Developer's restaurant located in Willow Park, Texas, which may materially and adversely affect the continuance by Business Developer of its operations in Willow Park, Texas; or

(3) The Pulido's Kitchen & Cantina ceases to do business in Willow Park, Texas or fails to stay open for the minimum number of hours provided in this Agreement; or

(4) The Business Developer's failure to comply with any term, provision or covenant of this Agreement.

(d) In the event of a default by the City or the Business Developer for any reason other than the payment of money owed under this Agreement (pursuant to Paragraph 5(b) or 5(e)), termination shall be the only remedy (in lieu of damages or any other remedy). If the City terminates the Agreement because of Business Developer's default, the City will not owe any money to Business Developer.

(e) In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement as a consequence of any default by the other party of its obligations under this Agreement, the prevailing party in such action or proceeding shall be entitled to have its reasonable

attorney's fees and out-of-pocket expenditures paid by the losing party. All such fees shall be deemed to have accrued upon the commencement of such action.

8. Miscellaneous Provisions.

(a) Remedies Cumulative. The rights and remedies provided in this Agreement or under other laws are cumulative and the exercise of any particular right or remedy does not preclude the exercise of any other right or remedy.

(b) Law Governing and Venue. This Agreement is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Agreement in a State District Court in Parker County, Texas.

(c) Notices. Any notice required to be given by one party to another must be given in writing addressed to the party to be notified at the address set forth below, (1) by delivering the notice in person, (2) by depositing the notice in the U. S. Mail, certified or registered, return receipt requested, postage prepaid, (3) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery, or (4) by sending the notice by telefax with confirming copy sent by regular U.S. Mail. Notice deposited in the U.S. Mail is deemed effective on the date of deposit. Notice given in any other manner is effective when received by the party to be notified. For the purposes of notice, the addresses of the parties to whom notice is to be given, until changed by giving notice to the other as provided herein, is as follows:

If to the City: City of Willow Park, Texas
 City Manager
 Attention: Bryan Grimes
 120 El Chico Trail, Suite A
 Willow Park, Texas 76087
 Telephone: (817) 441-7108
 Email: bgrimes@willowpark.org

If to Business Developer:

 Pulido's Westland Willow Park, LLC
 Attention: Bourke Harvey
 104 S. Ranch House Rd.
 Willow Park, Texas 76087
 Telephone: 817-946-3044
 Email: Harvey@delipartners.com

(d) Assignment. This Agreement shall not be assigned without the prior written consent of the City, such consent to be within the sole and absolute discretion of the City. Notwithstanding the foregoing, Business Developer may assign its rights and obligations under this Agreement to any entity affiliated with or under common control with the

Business Developer. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of the City to such an assignment will be required so long as the Project continues to be operated as a Pulido’s Kitchen & Cantina. The Business Developer agrees to provide the City with written notice of any such assignment.

(e) Severability. If any provision of this Agreement is declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions continue in effect.

9. Undocumented Workers. This paragraph is required by Chapter 2264, *Texas Government Code* and governs over any conflicting provisions of this Agreement. The Business Developer will not knowingly employ undocumented workers as that term is defined in Section 2264.001, *Texas Government Code*. If the Business Developer is convicted of a violation under 8 U.S.C. Section 1324(a), the conviction is a default under this Agreement and the city manager will send the Business Developer written notice that the Business Developer has violated this paragraph, and that the Agreement terminates 30 days from the date of the notice. This paragraph supersedes the cure provisions provided in paragraph 7.

10. Prohibition of Boycotts. Business Developer hereby verifies in accordance with the requirements of Chapters 2271, 2274 and 2276 of the Government Code, and subject to applicable law, that Business Developer will not boycott Israel, does not and will not boycott Energy Companies, and does not and will not discriminate against firearm entities or firearm trade associations, as such terms are defined in chapters of the Government Code and subject to the provisions of such chapters of the Government Code.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

CITY OF WILLOW PARK

PULIDO’S WESTLAND WILLOW PARK, LLC

By: _____
Doyle Moss, Its Mayor

By: _____
Bourke Harvey, Member

Date: _____

Date: _____

ATTEST:

Deanna McMullen, City Secretary

Approved as to form and legality:

William P. Chesser, City Attorney



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: February 25, 2025	Department: Public Works	Presented By: Chase McBride
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AGENDA ITEM

Quarterly update from the Public Works Department

PRESENTATION HIGHLIGHTS

Monthly Water Usage*

Month	Well Production Total	Purchased from Fort Worth	TOTAL PRODUCED WATER
January	13,624,974	7,753,940	21,378,914
February	16,759,599	4,147,000	20,906,599
March	15,453,058	7,165,230	22,618,288
April	17,402,461	8,960,131	26,362,592
May	14,444,192	7,581,330	14,444,192
June	16,034,023	13,891,040	16,034,023
July	18,649,547	24,021,860	42,671,407
August	21,285,016	27,958,960	49,243,976
September	20,976,609	17,514,940	38,491,549
October	20,804,726	21,435,468	42,240,194
November	13,513,667	12,390,440	25,904,107
December	12,763,655	9,471,930	22,235,585

* Follows the City’s utility billing cycle, from the 16th of the previous month to the 15th of the month stated.

Water System Leaks and Water Loss

From October 1st, 2024 – December 31, 2024, we have had 14 leaks on are system with a water loss of 1,212,600 Gallons.

Streets

IMS has completed the drive by street survey and Gretchen is waiting for the results. Crews have begun to fill potholes around town again.

New Wastewater Treatment Plant

Progress continues to be made. The Plant’s basins have been fully poured, the catwalk and the railing have been installed. The generator has been set. Also, the chemical buildings have been installed. The exterior of the office building is completed they are working on the inside build out.

Attached are pictures taken by drone on 2/18/25







CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: February 25, 2025	Department: Public Works	Presented By: Gretchen Vazquez
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AGENDA ITEM: PROJECT UPDATE

2024 Pavement Condition Assessment
 Engineer: IMS Infrastructure Management Services
 Total Project Cost: \$31,320.00

Project Description: The project consists of a new street-by-street condition survey and pavement assessment of all city streets that will provide staff with an updated and in-depth understanding of our current road infrastructure. Upon conclusion of the mobile field data collection, IMS will provide a final report with all the street segments listed with their pavement condition index (PCI). The survey data that is collected will help staff identify the most appropriate maintenance and rehab activity for each roadway pavement.

Latest project update:

- The City Council approved a contract with IMS Infrastructure Management Services for Pavement Analysis Services on October 22, 2024.
- A kick-off meeting was held on January 6, 2025, to review project requirements, goals, and timelines.
- IMS surveyed the city’s entire street network in mid-January. They collected 67 miles of pavement condition data with a specially modified vehicle that uses lasers, cameras, and GIS measurements to record a complete overview of our street network. The data that is collected will be processed using software that quantifies the type, severity, and pavement surface distresses.

In the coming months:

Anticipated Schedule

Task	Milestone Description	Completion Estimate
1	Executed Agreement & NTP	Done
2	Review Map Iterations & Approval	Done
3	Kick-off Meeting	January 6 th
4	IrisPro Pave LCMS-2 Data Collection (67 miles)	Mid-January
5	QA/QC of Collected Data	1 st week of March
6	Imagery in Inform Online	Mid-March
7	Deliver Pavement Condition Data – CRS Spreadsheet	Mid-March
8	ESA Data Analysis - Spreadsheet	End of April
9	Draft Report	Mid-May
10	Client Review Draft Report	End of May
11	Final Report	Mid June
12	Project Closeout	End of June

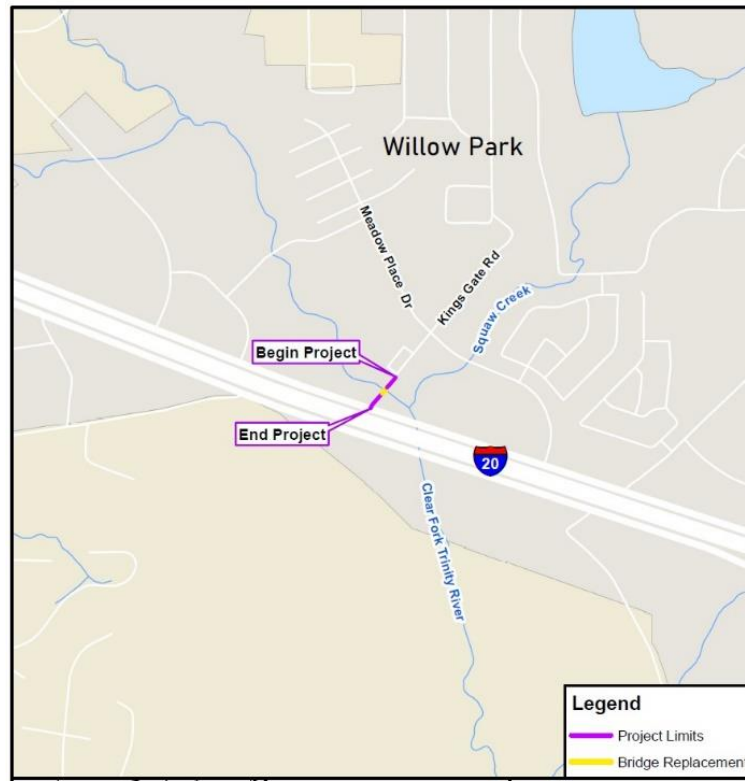
King's Gate Road Bridge Replacement

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

Contractor: To be determined

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

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



Project Location Map

Latest Project Update:

- TxDOT has completed 95% of the plans and submitted them to District and Division for review.
- Project is environmentally cleared.
- Right-of-way Acquisition
 - All right-of-way for this project has been acquired.
- Utility Relocations
 - Texas Gas - Texas Gas utility relocations/adjustments are completed.
 - Oncor - Oncor estimates 10-12 weeks for their utility relocations.
- The let date for the King's Gate Road Bridge Replacement project is August 2025.



*PLANNING & DEVELOPMENT
DEPARTMENT*

FY2024-25
1ST QUARTER REPORT



Residential and Commercial Permits for the 1ST Quarter of the Fiscal Year 2024-25 are consistent with last year’s permit count, forecasting another a good year for the City of Willow Park.

We are seeing a boost in residential productivity with the start of construction within “Country Hollow”, our residential subdivision east of Bayhill Drive, consisting of 98 single-family homesites.

As some political ambiguity calms, the interest rates stabilize, and the cost of some construction materials decrease, we are seeing an increase in commercial interest, but it has not yet materialized in our commercial permit count.



TOTAL PERMITS PROCESSED: 112

COMMERCIAL PERMITS: 20	
Type of Permit	# of Permits
Accessory Building	0
Irrigation	1
Fence /Retaining Wall	0
C/R Mechanical Permit	0
New Addition Building	0
New Building	2
C/R Plumbing	2
Revised/Certificate of Occupancy	4
Sign	6
Temporary Sign	0
Site Delopment Plan - Review	0
Tenant Remodel	2
C/R Electrical Permit	3
TOTAL COMMERCIAL PERMITS:	20

RESIDENTIAL PERMITS: 59	
Type of Permit	# of Permits
Accessory Building	7
Addition to Residential Dwelling	0
Drive Approach	2
Electrical	6
Fence/Retaining Wall	4
Foundation Repair	1
Irrigation	9
Mechanical	5
On-Site Sewage Facility	3
Plumbing	12
Pool/Spa	2
Remodel/Addition Building	0
Single-Family Dwelling	8
Window Replacement	0
TOTAL RESIDENTIAL PERMITS:	59

DEVELOPMENT & MISCELLANEOUS PERMITS: 33	
Type of Permit	# of Permits
Demolition	0
Final Plat	0
Fire Alarm	1
Fire Hood Suppression	0
Fire Suppression	2
Health	1
Health Inspector Mobile Food Truck	16
Peddler	0
Preliminary Plat	0
Re-Plat	0
Right-of-Way	7
Solar Panel System Electrical	1
Special Event	5
Special Use (SUP)	0
TOTAL DVMT & MISC PERMITS:	33



NEW BUSINESS

New Building Permits *recently accepted and in progress:*

- **Office Building**– 5064 E I-20 Service Rd

Certificates of Occupancy *application recently accepted or issued:*

- **Chicken Express** (*under new ownership*) – 141 Willow Bend Dr
- **5 AM Donut** (*expansion*) – 4090 E I-20 Service Rd S
- **Cross Tire & Automotive** – 5600 E I-20 Service Rd
- **John's Place** (*convenience store*) – 4098 E I-20 Service Rd S



Tenant Remodel Permits *recently accepted or issued:*

- **The Holic Pho** (*New Restaurant*) – 108 S Ranch House Rd
- **The University of Texas at Arlington** (*office*) – 243 Willow Bend Dr
- (*New Restaurant Space not yet named*) – 280 Willow Bend Dr

FY2024-25
1st Quarter

Building Inspections
conducted:

633

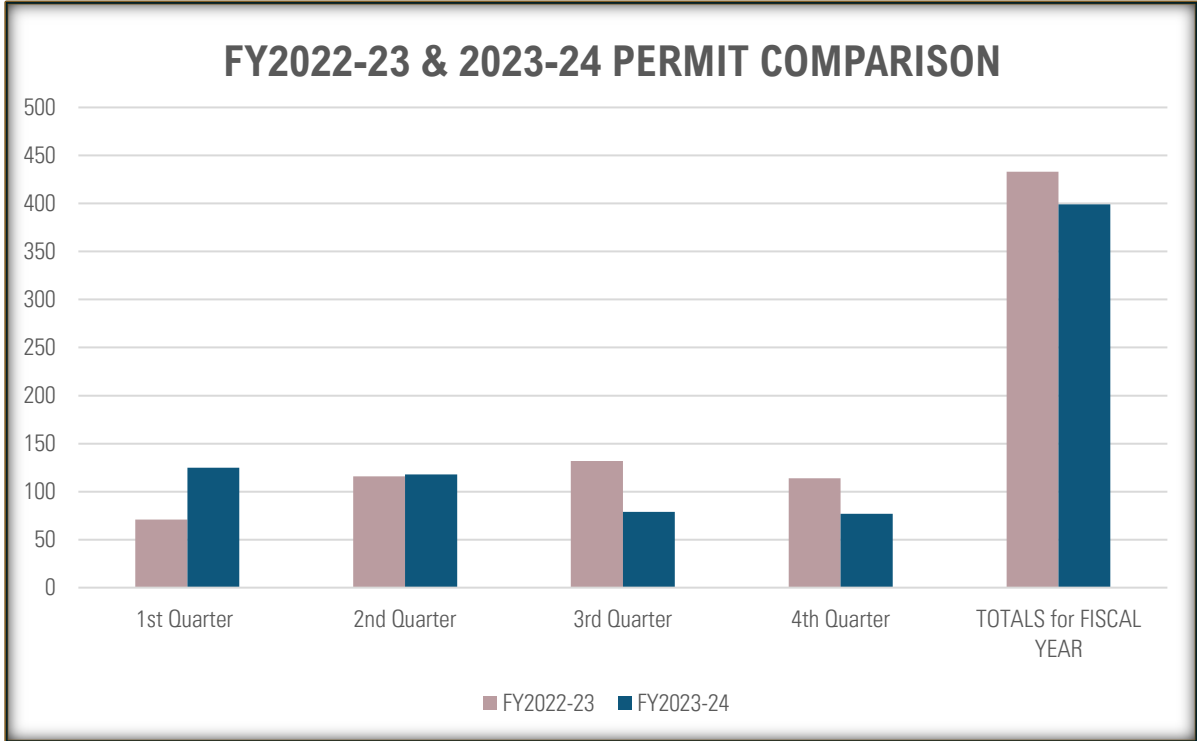




Willow Park TEXAS

FOR COMPARISON:

FY2022-23	Projects& Permits
1st Quarter	71
2nd Quarter	116
3rd Quarter	132
4th Quarter	<u>114</u>
TOTALS for FY2022-23	433
FY2023-24	Projects& Permits
1st Quarter	125
2nd Quarter	118
3rd Quarter	79
4th Quarter	<u>77</u>
TOTALS for FY2023-24	399





***PLANNING & DEVELOPMENT DEPARTMENT
STAFF***

Toni Fisher – Assistant City Manager- Development/Parks/Communications

Randy Law – Certified Building Official

Gretchen Vazquez, P.E. – City Engineer

Christine Rosas – Certified Permit Technician

Chelsea Kirkland – Administrative Assistant



CITY COUNCIL AGENDA ITEM DEPARTMENT REPORT

Council Date: February 25, 2025	Department: Parks	Presented By: Mandy McCarley, Director Toni Fisher, ACM Development and Parks
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AGENDA ITEM: PARKS DEPARTMENT REPORT

The first quarter of FY2024-25 has brought some needed improvements and additions to our parks system. Keeping expenditures minimal to only regular maintenance items and supplies has intentionally kept our expenses well below budget. We will have a park survey go out to our citizens in January. Status update by project is as follows:

- **Town Hall Meeting:** The Town Hall Meeting on October 29 was a huge success. We received some amazing feedback from our community. Mandy will work on implementing some of the suggestions that were made during the meeting.
- **Christmas Lighting:** Murphy Christmas Lighting did a wonderful job with the Christmas lights and decorations at City Hall, Public Safety Building, Memorial Park, Cross Timbers Park, and Kings Gate Park. They were on site at the Christmas Tree lighting and helped make the night a success. The contract for Murphy will expire in July 2025.
- **Landscaping & Mowing Contract:** I&E Services is doing a great job keeping up with mowing and lawn maintenance at City Hall, the parks and drainage ditches. The contract for I&E had an option for an additional year extension.
- **Willow Park Trail System:** “Trinity Track” is one of the most liked amenities at Kings Gate Park. We are looking at additional sites for trail extensions.
- **Cross Timbers Park:** Cross Timbers is one of the favorite parks in our great city. The bathroom locks are being closely monitored by Todd Covington and Mandy. Todd and Mandy will work on getting a camera installed this spring. Trimming and taking down any dead trees will take place in January.
- **Memorial Park:** Lawn maintenance continues. Trimming and taking down any dead trees will take place in January. A sign for the park will be ordered.
- **Kings Gate Park:** Kings Gate Park has a rock sign from Davy Vestal at the entrance. Mandy will get quotes for shade structures over the two park benches and additional park benches. Trimming and taking down any dead trees will take place in January. Getting quotes for
- **Nature Scape Park:** Regular lawn maintenance continues. Trimming and taking down any dead trees will take place in January.
- **City Hall Grounds:** Westwood Professional Services, Inc. has completed 90% construction documents for the parking lot/frontage renovation project plans. We are waiting to discuss any changes to the plan or additional park land attached to the project.

- **Billboards:** Both billboards have been updated every 6 weeks. We have had some great response to the new signs. The contracts for both billboards was approved for renewal at the November 26 City Council meeting.
- **TXDOT Green Ribbon Grant Program:** TXDOT Green Ribbon Grant meeting is scheduled for January 31, 2025.
- **TXDOT Transportation Alternatives:** Mandy is working with Gretchen Vasquez on preliminary applications for grants for an active transportation plan for the city and for a safer crossing and added sidewalks at Kings Gate and Meadow Place. The applications are due February 21, 2025.





COMMUNICATIONS AND MARKETING
REPORT





PARTNERSHIPS WITH OUR LOCAL SCHOOLS

Communications Director Rose Hoffman is participating in the first cohort of "Aledo Leads." The participants will study topics such as teaching and learning, communications, student programs, personnel/human resources, school finance, safety and security, bonds, growth, and facilities.

The city also worked closely with Aledo ISD on the announcement regarding their acquisition of land in Willow Park's ETJ.

COMMUNITY ENGAGEMENT

The city's first of six surveys this year, Parks amenities, was completed at the end of January.

The communications director presented the results in February and will now be working on the city's second survey. The survey, planned for April, will focus on messaging content and delivery - basically, what information do our community members want, what information is most important to them, and how they'd like to receive those messages. We learned from the survey registration campaign that some methods are more effective than others, so we will take that data to help us craft the survey.

LONG-TERM FOCUS



GOAL: INCREASE NAME RECOGNITION AND VISIBILITY

The city is the Presenting Sponsor for 760 Fest, coming in April to The District. This day promises to be a great lineup of artists and musicians and we hope to see everyone there!

The application process to receive our Film Friendly designation should be completed this spring and we expect to have our designation by summer



WINTER 2024

The last event that fell under the communications and marketing department was the 3rd Annual Christmas Tree Lighting held at city hall. We had our best attendance ever for the event, working in partnership with the Parks Department, and we look forward to seeing our events grow and flourish under the leadership from the Parks Director.



Event and outreach HIGHLIGHTS

SHORT TERM GOALS

- 1. Promote tourism and shopping local through marketing campaigns
- 2. Develop a strategic communications and outreach plan for the police department in partnership with the police chief
- 3. Continue to increase engagement opportunities with the public
- 4. Work with IT on updating website and making it more user-friendly

2025 SPRING GOALS



Fourth quarter
SUMMARY



City of Willow Park Fire Marshal's Office

120 El Chico
Willow Park, TX 76087
817-441-7108x221
willowpark.org

Item 9.

Quarterly report Q1 '24-25

The Fire Marshal's Office has been conducting annual fire inspections for commercial occupancies, Acceptance inspections for new occupancies, plan review, attending development meetings for all future developments, Fire Investigations, public education, and code enforcement.

Since October 2024 the department has conducted:

- 67 fire inspections.
- 2 certificate of occupancy inspections;
- 5 fire alarm inspections;
- 5 fire suppression final inspections;
- 1 hydrostatic inspections;
- 27 Plan Reviews
- 16 Code enforcement cases.



Projects For Q1 '24-25

Item 9.

The Fire Marshal's office completed several projects this quarter to include:

- Selected Code Enforcement Software. The on-boarding process has been completed and the program is live
- A service that tracks and reports 3rd party inspections for NFPA and life safety systems has been selected. The on-boarding process has been completed and we have started receiving reports and registrations from contractors.



Training

Employees of the Fire Marshal's office hold multiple certifications in multiple disciplines including EMS, Fire, and Law enforcement. The state requires continuing education hours for each of those certifications. Each employee of the Fire Marshal's office completes around 100 hours of continuing education hours every year to stay current with their certifications. Over the last quarter employees have attended conferences, seminars, webinars, and other classes to stay current with required certifications.



Objectives for the department in the upcoming quarter:

- Continue prioritizing development with quick turnaround times on plan reviews and inspections. Remain on track for annual inspections.
- Participate in public education of fire prevention.
- The current inspection and reporting software was sold to a new company who has announced they will no longer be supporting the inspection software. The department is seeking out new inspection software to track and conduct annual business inspections.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: February 25, 2025	Department: Municipal Court	Presented By: Michelle Lowe
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AGENDA ITEM

Municipal Court 1st Quarter FY2024 - 2025 Report

BACKGROUND:

Municipal Court quarterly report from 10/01/2024 – 12/31/2024

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	NONE
	Source of Funding	

Municipal Court 1st Quarter Report

October 01, 2024 to December 31, 2024

New Cases Filed this quarter: 525

Dispositions:

Fine Paid – 186
 Compliance Dismissals – 101
 Financial Responsibility Dismissals – 4
 Satisfied Deferred – 106
 Satisfied Driving Safety Course – 63
 Appeal to County – 2
 Jail Credit Given - 21

Total Cases Closed Out – 483

Revenue:

Kept by the City: \$60,841.92

Of that amount \$5,281.32 goes to the special funds below that are only to be used for the court as approved by the Judge.

LCF 1 (Security Fund) -\$1,848.47
 LCF 2 (Truancy Prevention Fund) -\$1,886.17
 LCF 3 (Technology Fund)-\$1,509.02
 LCF 4(Jury Fund-\$37.66

Remitted to State: \$35,235.02

Total: \$96,076.94

202 Cases were sent to Collections during this quarter that totaled the amount of \$75,499.63

Closed Collection cases this quarter totaled \$2,096.10

Attached Reports:

1st Quarter Revenue Report
1st Quarter Offense Report

Updates:

The court has been updating or creating SOP's for all daily, monthly and yearly processes for operating the court.

Upcoming:

February Court Docket: 02/26/2025

March Court Docket: 03/26/2025

April Court Docket: 04/30/2025



Revenue By Offense Type

Willow Park Municipal Court

2/19/2025 10:35:41 AM

Original Offense Type

Fee Code Totals For Posted Date From 10/01/2024 To 12/31/2024

Item 10.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
AF	ARREST FEE	4	\$20.00	\$0.00	\$0.00	\$20.00
COLL	COLLECTIONS	1	\$59.10	\$0.00	\$0.00	\$59.10
FINE	FINE	3	\$336.00	\$0.00	\$0.00	\$336.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	4	\$19.60	\$0.00	\$0.00	\$19.60
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	4	\$20.00	\$0.00	\$0.00	\$20.00
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	4	\$16.00	\$0.00	\$0.00	\$16.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	4	\$0.40	\$0.00	\$0.00	\$0.40
LTF	LOCAL TRAFFIC FINE	1	\$3.00	\$0.00	\$0.00	\$3.00
SCF	STATE CONSOLIDATED FEE	4	\$248.00	\$0.00	\$0.00	\$248.00
STF	STATE TRAFFIC FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
TITLE7	TITLE 7 TRANS CODE	1	\$116.00	\$0.00	\$0.00	\$116.00
City Ordinance		31	\$888.10	\$0.00	\$0.00	\$888.10
Parking						
AF	ARREST FEE	2	\$10.00	\$0.00	\$0.00	\$10.00
LATE	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	2	\$9.80	\$0.00	\$0.00	\$9.80
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	2	\$10.00	\$0.00	\$0.00	\$10.00
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	2	\$8.00	\$0.00	\$0.00	\$8.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	2	\$0.20	\$0.00	\$0.00	\$0.20
PARKIN	PARKING	2	\$200.00	\$0.00	\$0.00	\$200.00
Parking		13	\$288.00	\$0.00	\$0.00	\$288.00
State						
AF	ARREST FEE	9	\$40.07	\$0.00	\$0.00	\$40.07
EXP	EXPENSE FEE	1	\$48.00	\$0.00	\$0.00	\$48.00
FINE	FINE	11	\$2,258.00	\$0.00	\$0.00	\$2,258.00
LATE	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	9	\$39.27	\$0.00	\$0.00	\$39.27
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	9	\$40.07	\$0.00	\$0.00	\$40.07
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	9	\$32.05	\$0.00	\$0.00	\$32.05
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	9	\$0.81	\$0.00	\$0.00	\$0.81
SCF	STATE CONSOLIDATED FEE	9	\$496.73	\$0.00	\$0.00	\$496.73
State		67	\$3,005.00	\$0.00	\$0.00	\$3,005.00
Traffic						
3000	LATE FINE	4	\$200.00	\$0.00	\$0.00	\$200.00
AF	ARREST FEE	386	\$1,816.27	\$0.00	\$0.00	\$1,816.27



Revenue By Offense Type

Willow Park Municipal Court

2/19/2025 10:35:41 AM

Original Offense Type

Fee Code Totals For Posted Date From 10/01/2024 To 12/31/2024

Item 10.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
Traffic						
COLL	COLLECTIONS	22	\$2,037.00	\$0.00	\$0.00	\$2,037.00
CS	CHILD SAFETY	11	\$275.00	\$0.00	\$0.00	\$275.00
DS20	COMPLIANCE DISMISSAL \$20	96	\$1,920.00	\$0.00	\$0.00	\$1,920.00
DDC	DEFENSIVE DRIVING FEE	78	\$780.00	\$0.00	\$0.00	\$780.00
EXP	EXPENSE FEE	88	\$3,981.79	\$0.00	\$0.00	\$3,981.79
FINE	FINE	66	\$10,561.15	\$0.00	\$0.00	\$10,561.15
LATE	LATE FINE	64	\$3,042.18	\$0.00	\$0.00	\$3,042.18
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	386	\$1,779.80	\$0.00	\$0.00	\$1,779.80
LCF2	LOCAL CONSOLIDATED FEE (TRUANCY PREVENTION)	386	\$1,816.10	\$0.00	\$0.00	\$1,816.10
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	386	\$1,452.97	\$0.00	\$0.00	\$1,452.97
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	386	\$36.25	\$0.00	\$0.00	\$36.25
LTF	LOCAL TRAFFIC FINE	314	\$890.46	\$0.00	\$0.00	\$890.46
OP	OVERPAYMENT	1	\$50.00	\$0.00	\$0.00	\$50.00
PP-JE	PAYMENT PLAN- JUDICIAL EFFICIENCY	20	\$212.87	\$0.00	\$0.00	\$212.87
SCF	STATE CONSOLIDATED FEE	386	\$22,520.61	\$0.00	\$0.00	\$22,520.61
STF	STATE TRAFFIC FINE	314	\$14,841.88	\$0.00	\$0.00	\$14,841.88
TITLE7	TITLE 7 TRANS CODE	229	\$23,681.51	\$0.00	\$0.00	\$23,681.51
	Traffic	3623	\$91,895.84	\$0.00	\$0.00	\$91,895.84

Report Totals:	3734	\$96,076.94	\$0.00	\$0.00	\$96,076.94
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Revenue By Offense Type

Willow Park Municipal Court

2/19/2025 10:35:41 AM

Original Offense Type

Transaction Totals For Posted Date From 10/01/2024 To 12/31/2024

Item 10.

Transaction Description	Trans Code	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
Payments	P	31	\$888.10	\$0.00	\$0.00	\$888.10
	City Ordinance	31	\$888.10	\$0.00	\$0.00	\$888.10
Parking						
Payments	P	13	\$288.00	\$0.00	\$0.00	\$288.00
	Parking	13	\$288.00	\$0.00	\$0.00	\$288.00
State						
Payments	P	67	\$3,005.00	\$0.00	\$0.00	\$3,005.00
	State	67	\$3,005.00	\$0.00	\$0.00	\$3,005.00
Traffic						
Payments	P	3623	\$91,895.84	\$0.00	\$0.00	\$91,895.84
	Traffic	3623	\$91,895.84	\$0.00	\$0.00	\$91,895.84

Report Totals:	3734	\$96,076.94	\$0.00	\$0.00	\$96,076.94
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Offense By Year Report

Municipal Court

2/19/2025 10:36:55 AM

Violations For Filed Date From 10/01/2024 To 12/31/2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
0438 CITY CODE NOT ZONED FOR THIS BUSINESS										1	1		2
0453 CITY ORD. DISOBEY TRAFFIC CONTROL DEVICE										1			1
1692 PARKING - FIRE HYDRANT										1			1
1693 PARKING - FIRE LANE										1			1
1695 PARKING - LEFT SIDE OF STREET										1			1
1830 ANIMAL(S) AT LARGE										2			2
2025 ABANDONED AND/OR JUNKED VEHICLES											1	1	2
3001 SPEEDING										117	26	72	215
3006 RAN STOP SIGN										5	3	1	9
3007 RAN RED LIGHT										1	1	2	4
3008 SPEEDING 25 MILES AND OVER POSTED SPEED LIMIT										21	8	22	51
3009 IMPROPER LANE CHANGE										1		4	5
3016 DROVE WRONG WAY ON ONE-WAY ROADWAY										1	1		2
3017 FOLLOWING TOO CLOSE										5	2		7
3032 NO SEAT BELT - DRIVER										2			2
3049 NO MOTOR VEHICLE LIABILITY INSURANCE										10	8	3	21
3049A NO MOTOR VEHICLE INSURANCE (UVFR)										12	3	5	20
3059 DISREGARDED TRAFFIC CONTROL SIGNALS										1		1	1
3084 FAILURE TO SIGNAL LANE CHANGE										1	1	3	5
3096 FAILED TO SIGNAL TURN										2			2
3101 DRIVING WHILE LICENSE INVALID										6	1	1	8
3103 NO DRIVERS LICENSE										15	6	7	28
3112 NO MOTORCYCLE ENDORSEMENT										11	1	1	12
3127 DROVE ONTO/FM CONT ACCESS HWY WHERE PROH										1		1	2
3150A DEFECTIVE EQUIPMENT										1		1	2
3170 DEFECTIVE EQUIPMENT - STOP LAMPS										2			2



Offense By Year Report

Municipal Court
2/19/2025 10:36:55 AM

Violations For Filed Date From 10/01/2024 To 12/31/2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3205A DISPLAY WRONG/ALTERED OR OBSCURED MOTOR VEHICLE										2			2
3259 EXPIRED OPERATORS LICENSE										1		3	4
3596 SPEEDING 10% OVER LIMIT SCHOOL ZONE										5		4	9
3628 USED UNAPPROVED EQUIPMENT										1			1
3656 EXPIRED VEHICLE REGISTRATION										97	22	60	179
3657 DISPLAY WRONG LICENSE PLATE										2			2
3667 OPERATE MOTOR VEHICLE W/O LICENSE PLATES OR W/O REGISTRATION IN SIGNIA										2			2
3668 OPERATE UNREGISTERED MOTOR VEHICLE										2			2
4390 ILLEGAL PARKING OF COMMERCIAL VEHICLE										1	2	1	4
5051 DISORDERLY CONDUCT-ABUSIVE LANGUAGE										1			1
5095 MINOR IN POSSESSION OF TOBACCO												9	9
5130 POSSESSION OF DRUG PARAPHERNALIA										2		12	14
5140 PUBLIC INTOXICATION										2	5	1	8

Report Totals:										337	93	214	644
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