



CITY COUNCIL MEETING FEBRUARY 10, 2026 AGENDA

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

Tuesday, February 10, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

1. **Mayor Comments: Bible Verse**

PROCLAMATION

2. **PROCLAMATION - Parker County Brewing Company (Interim City Manager Toni Fisher, City Planner Chelsea Kirkland)**

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.

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.

3. **Approval of Regular City Council Meeting Minutes:**

November 17, 2025 - Regular Meeting

December 9, 2025 - Regular Meeting

REGULAR AGENDA ITEMS

4. **Discussion/Action: Confidentiality Agreement for governing body per Texas Government Code Section 552.404 (Attorney Andy Messer)**
5. **Discussion/Action: City Limits Map (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)**
6. **Discussion/Action: Parks Board Appointments (Parks Director Mandy McCarley, Interim City Manager Toni Fisher)**
7. **Discussion/Action: P&Z Appointments (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)**
8. **Discussion/Action: to approve Development Agreement for the proposed residential development (currently known as Clearion) consisting of approximate 82.37-acres, situated in the McCarver Survey, Abstract 910, the W. Franklin Survey, Abstract Number 468, The M.M. Edwards Survey, Abstract 1955, & the J.B. Wynn Survey, Abstract 1637, a portion being within the Extraterritorial Jurisdiction and remainder within the city limits of the City of Willow Park, Parker County, Texas. (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)**
9. **Discussion/Action: to consider approval of Willow Park Public Safety Building Lease with Parker County ESD1. (Interim City Manager Toni Fisher)**
10. **Discussion/Action: to consider approval of a Resolution to participate in a State grant for Rifle and Body Armor for the Willow Park Police Department. (Chief Ray Lacy)**
11. **Discussion/Action: Certificate of Obligation for westward extension of E. Bankhead Hwy. (Councilmember Eric Contreras)**
12. **Discussion/Action: to consider all matters incident and related to the issuance and sale of "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026" including the adoption of an ordinance authorizing the issuance of such certificates in the amount not to exceed \$10,110,000 to finance the costs of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the**

City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof (Bond Attorney Kristen Savant; Finance Managing Director Erick Macha; Interim City Manager Michelle Guelker)

- [13.](#) Discussion/Action: Home Rule Charter including the presentation of the charter by Chairman Gene Martin. (Mayor Teresa Palmer, City Councilmember Buddy Wright)
- [14.](#) Discussion/Action: to consider approval of Ordinance calling for a Special Election for May 2, 2026 for purpose of consideration of approval of a Home Rule Charter. (Mayor Teresa Palmer)

REPORTS- For Information purposes only. If Mayor or Council has any questions Staff will be present to discuss or answer questions.

- [15.](#) Special Staff Report: After-Action Report on City Operations during the Ice Storm (Fire Marshal/Emergency Management Coordinator Charlie Schneider, Interim City Manager Michelle Guelker)
- [16.](#) 2025-2026 1st Quarter Staff Report - Public Works
- [17.](#) 2025-2026 1st Quarter Staff Report - Engineering Project Update
- [18.](#) 2025-2026 1st Quarter Staff Report - Development Department
- [19.](#) 2025-2026 First Quarter Staff Report - Parks Department
- [20.](#) 2025-2026 1st Quarter Staff Report - Communications Department
- [21.](#) 2025-2026 1st Quarter Staff Report - Police Department
- [22.](#) 2025-2026 1st Quarter Staff Report - Municipal Court

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:

- 23. Section 551.074, Personnel Matters; City Manager Finalist Interviews**
- 24. Section 551.071, Consultation with City Attorney regarding pending or contemplated litigation: Beall Dean Ranch Development and East Bankhead Highway/claims of Aledo, Fort Worth against Willow Park.**
- 25. Section 551.071, Consultation with Attorney; City of Willow Park v. Halff & Associates**
- 26. Consultation with Legal Counsel (Texas Government Code Section 551.071) regarding potential claims, legal duties, and exposure relating to governance and compliance concerns involving use of city resources, handling of city**

intellectual property/logos, Texas Public Information Act compliance, participation of non-official persons in closed meetings, protection of attorney-client privileged communications, and the scope of executive authority under applicable Texas law.

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.

27. **Discussion/Action: regarding engagement of independent outside counsel to conduct governance/compliance review and investigation regarding identified concerns, including potential of: misuse of city resources; potential creation of a hostile work environment within city operations; improper use of city name, marks, seals or logos; non-compliance with the Texas Public Information Act (Govt Code Ch 552); attendance / participation of private persons (including campaign donors) in meetings not open to the public; improper access to, handling of, and dissemination of attorney-client privileged communications for non-government purposes; review of executive authority and compliance with applicable provisions of Texas Law, including Texas Local Government Code Chapter 9 (Councilmember Buddy Wright)**

INFORMATIONAL COMMENTS

28. City Manager Comments:

Thank you.

29. City Council Comments: Reaction/Response to meeting

30. Mayor Comments:

31. Items of Community Interest:

32. 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: February 4, 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/>



Willow Park TEXAS

A Proclamation Honoring Parker County Brewing Company

*******WHEREAS,**
the City of Willow Park, Texas, is built upon a proud tradition of community, innovation, and local enterprise that continues to shape the spirit and identity of our city; and

WHEREAS, *the last known brewery in Parker County closed its doors in 1879, marking the end of a unique era in local enterprise and community gathering; and*

WHEREAS, *Parker County Brewing Company made history in February 2018 by becoming the first brewery operating in Parker County since 1879, and in February 2025, expanded its legacy by opening a new location in Willow Park, bringing a rich tradition of craft brewing and community back to our area; and*

WHEREAS, *Parker County Brewing Company embodies the entrepreneurial spirit and dedication that makes Willow Park a vibrant place to live, work, and visit, while creating local jobs, boosting economic activity, attracting visitors, and providing a welcoming space for fellowship and celebration; and*

WHEREAS, *this achievement not only celebrates a revival of historical craft but also marks a significant milestone in the cultural and economic growth of the City of Willow Park.*

NOW, THEREFORE, BE PROCLAIMED *that I, Teresa Palmer, Mayor of the City of Willow Park, Texas, do hereby recognize and honor Parker County Brewing Company for its historic contribution to our city with an official copy of this proclamation to be presented to Ryan Stewart in recognition of this significant and historic achievement.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Willow Park to be affixed this ____ day of _____, 2026.

Mayor Teresa Palmer
Mayor, City of Willow Park, Texas



CITY COUNCIL MEETING NOVEMBER 17, 2025 MINUTES

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

Monday, November 17, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the regular meeting of the Willow Park City Council to order at 6:00 pm and confirmed a quorum of the City Council was present for this meeting.

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

The Invocation was given by Judge Roy Kurban. Followed by the Pledge of Allegiance and the Texas Pledge given by all present.

Mayor Comments

1. Mayor Opening Comments - Billed Legal Expenses; Cork & Pig

Mayor Comments: Mayor Teresa Palmer stated that she would be discussing the billed legal expenses in an Agenda item below. The City Attorney Fees for FY 2025 was budgeted at \$50,000 and for the last 2 months the City has spent \$114,000 and that is without the month of October. This is unsustainable.

Mayor Palmer also wanted to bring to everyone's attention that we now have the Cork & Pig Tavern in the City and they have very yummy food. I would encourage everyone to go and visit their restaurant. We are very blessed to have them in our City.

PUBLIC COMMENTS (Limited to five minutes per person)

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The following people spoke under Public Comments following items 3, 4 & 5 to allow the speakers for those items to give their presentations and would be able to leave.

Motion was made to move items 3, 4 & 5 up on the Agenda for speakers to be able to make presentations and leave.

Motion made by Councilmember Smith, Seconded by Councilmember Contreras.
Voting Yea: Councilmember Contreras, Councilmember Wright, Councilmember Smith, Councilmember Crummel

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:

October 14, 2025

October 28, 2025

Motion was made to approve the Consent Agenda as presented.

Motion made by Councilmember Smith, Seconded by Councilmember Crummel.

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

REGULAR AGENDA ITEMS

3. 4th Quarter Financial Update - CPA Jake Weber

CPA Jake Weber gave the City Council a Finance Update on the 4th (Final) Quarter of the 2024-2025 Fund Year.

Jake Weber gave the Council an update on the 4th and Final quarter of the 2024-2025 Fund Year stating there were no major surprises and things came in close to projections and were pretty much a break even scenario for the General Fund. For the Water Fund there was around a \$600,000 overall deficit stating that water impact fees were around \$250,000 thousand of that. The water reserves were at \$3.1 million and will be around \$2.3 million for the close of the year. Something we need to keep an eye on. With the growth expected in the area it should not be an issue. For the Waste Water Fund this is also at break even status and we will continue to strive to boost the reserve funds.

No action was taken on this item.

4. Discussion and Action: Presentation by Erick Macha of Hilltop Securities; Consideration of funding for the Squaw Creek Road Project (Interim City Manager Michelle Guelker, Councilmember Buddy Wright)

Mr. Erick Macha of Hilltop Securities was present to discuss consideration of funding options for the Squaw Creek Road Project. He discussed whether taxes can sustain any new debt. He gave a presentation to the City Council and went over the Financial information and possible scenarios to pass CO Bonds to do this project. He also went over the possibility of GO Bonds for the project, however those have to be approved by the voters. If they are not approved then the project would be on hold for at least 3 years before the Council could do anything further.

If debt is issued in FY 2026 the first payment would not be until 2027. In FY 2026/2027 the city will have a \$400,000 tax reduction so there would be flexibility in the next budget cycle for the payment. And with the expected growth it would be doable. The going interest rate would be approximately 4.33% if you move forward at the next meeting. This would impact a homeowner with about an \$80 per year increase on their property tax bill. The water project is not supported by tax money, it is supported by water rates. If the debt is issued it could be internally split. This is information to consider and only preliminary numbers. It is informational and using preliminary numbers. This can be on the next meeting, December 9th and would be funded by February 2026.

Mayor Teresa Palmer stated that \$10m is a huge ask and it should go to the voters for consideration.

Mayor Pro Tem Nathan Crummel stated that he has an issue with this if the funding mechanism can't be done for 3 years then it leaves the citizens stranded if a vote does not pass. I am more in favor of issuing Certificates of Obligation.

Councilmember Buddy Wright stated that the opportunity is now without raising rates and can cover multiple projects at one time. We are representatives of the citizens. I am in favor of issuing Certificates of Obligation. Councilmember Scott Smith and Councilmember Eric Contreras also stated they would be in favor of the Certificates of Obligation.

Motion was made to move forward on the next Agenda to take steps needed to issue Certificate of Obligation Bonds to cover the Squaw Creek project and the water project as discussed.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

5. Discussion and Action: to consider approval of contract for professional services with Jacob & Martin for update to the City of Willow Park Comp Plan and CIP (*Interim City Manager Michelle Guelker*)

Motion was made to approve the contract for professional services with Jacob & Martin for the update to the City of Willow Park Comp Plan and CIP.

Mr. Derel Turner of Jacob & Martin were present to discuss the contract for professional services for the CIP and Comp Plan update. As discussed at the last

meeting I have brought forward a Scope of Work and Professional Service Agreement for the update of the CIP and COMP Plan update.

Motion was made to approve the Professional Services Agreement as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

6. Discussion and Action: to review a process/policy approving legal work. (Mayor Teresa Palmer)

Mayor Palmer asked if there can be some sort of process or polciy that staff would have to go by before seeking legal advise from the Attorney's office. Mayor Palmer questioned why the Attorney fees had con over the budget by \$ 64,000 in the months of August and September.

Interim City Manager Toni Fisher stated that there were several incidents that were unforeseen in the 2024-2025 Budget that required staff to utilize the attorney's office.

The July – September 2025 Messer Fort attorneys' fees are as follows:

\$20,231.50 (+ attorney's fees by Pat Chesser, Esq.) for separation of contract with Bryan Grimes whose contract would have expired in December.

\$19.00 for resignation of Council Member Greg Runnebaum

\$4,730.80 for Open Records reviews, not needed prior to May 2025

\$3,388.75 for Home Rule Charter, which was unbudgeted and unplanned

\$9,643.70 Demand Letter from Aledo

For a total of \$38,013.75 of unexpected legal expenses.

All of these items were unforeseen and would have raised the Attorney bill no matter who the Attorney is. The City Manager(s) have the authority to approve what needs to go to the Attorney for review or for advise.

There was no further discussion or action on this matter.

7. Discussion: Update on Home Rule Committee Meeting(s) and Town Hall Meeting by Gene Martin (Mayor Teresa Palmer)

Mr. Gene Martin was present to give the Council an update on the Home Rule Charter Committee meeting(s) as well as the Town Hall meeting that was held on Wednesday, November 12, 2025.

Mr. Martin informed the Council that the Home Rule Committee had one more meeting and then would be presenting the Charter to the Council for Review in January.

There was no action taken on this item.

8. Presentation: New City Website (*Communications Director Rose Hoffman*)

Communications Director Rose Hoffman was present to give an update and presentation on the new city website.

Ms. Hoffman went over the various upgrades on the new website stating that the City strived to make the website more user friendly.

There was no action following the demonstration.

9. Discussion and Action: to consider a Partnership with local elementary schools to provide Thanksgiving Meals to families in need with project not to exceed \$2,000.00 (*Mayor Teresa Palmer*)

Mayor Teresa Palmer asked the Council for approval to consider partnership with the local elementary schools to provide Thanksgiving meals to families in need with the amount not to exceed \$2,000.

Discussion from Council was that they wanted to do this, but with the short window of time it would be hard to do the background etc... for the families in need, who would do that. Marcy Galle asked the council to consider an expenditure of up to \$5,000.

It was also asked of the City Attorney if the City Could allocate funds for this purpose. The Attorney said as long as say in the motion Funds for a public purpose.

Motion was made to approve funds for a public purpose not to exceed \$5,000 and be presented to the Aledo Advocats.

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.

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

10. Discussion & Action: To approve an Ordinance of the City Of Willow Park, Texas amending the City Of Willow Park Code Of Ordinances, Chapter 1 "General Provisions", Article 1.05 "Boards, Commissions And Committees", Division 1 adding §1.05.001 "Commissions And Advisory Boards", adding §1.05.002 "Appointments for Committees, Boards and Commissions", adding §1.05.003 "Member Conduct and Removal from Committees, Boards and Commissions", and adding §1.05.004 "Operations of Committees, Boards and Commissions"; Providing For Repeal, Savings And Severability Clauses; And Providing For An Effective Date Of This Ordinance. (*Interim City Manager Toni Fisher; Mayor Pro Tem Nathan Crummel*)

Motion was made to approve with the changes as discussed, an Ordinance of the City of Willow Park, Texas, amending the City of Willow Park Code of Ordinances, Chapter 1 "General Provisions", Article 1.05 "Boards, Commissions And Committees", Division

1 adding §1.05.001 “Commissions And Advisory Boards”, adding §1.05.002 “Appointments for Committees, Boards and Commissions”, adding §1.05.003 “Member Conduct and Removal from Committees, Boards and Commissions”, and adding §1.05.004 “Operations of Committees, Boards and Commissions”; Providing For Repeal, Savings And Severability Clauses; And Providing For An Effective Date Of This Ordinance.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

- 11. Discussion only: to discuss and consider an Ordinance of the City Of Willow Park, Texas Amending The City Of Willow Park Code Of Ordinances, Chapter 14 Zoning, Article 16 “Commissions”, § 14.16.003 “Membership And Terms”, § 14.16.004 “Procedure”, § 14.16.005 “Duties And Powers”, And §14.16.006 “Staff Support”; Providing For Repeal; Providing For Savings And Severability; Providing For Publication And Establishing An Effective Date. (Interim City Manager Toni Fisher; Mayor Pro Tem Nathan Crummel)**

The City Council had discussion to consider an Ordinance of the City of Willow Park, Texas Amending The City Of Willow Park Code Of Ordinances, Chapter 14 Zoning, Article 16 “Commissions”, § 14.16.003 “Membership And Terms”, § 14.16.004 “Procedure”, § 14.16.005 “Duties And Powers”, And §14.16.006 “Staff Support”; Providing For Repeal; Providing For Savings And Severability; Providing For Publication And Establishing An Effective Date.

This ordinance will have to come back to the City Council for consideration of approval after discussion and action is taken with the Planning & Zoning Commission.

No action was taken on this ordinance at this time.

- 12. Discussion & Action: to approve the Creation of a Citizen Financial Oversight Advisory Committee. (Mayor Teresa Palmer)**

Mayor Teresa Palmer wanted the Council to consider and approve the Creation of a Citizen Financial Oversight Advisory Committee. Mayor Palmer stated that the Committee would oversee and review all of the bills of the City on a quarterly basis to be transparent.

The City Council was not in favor of a Financial oversight committee.

No action was taken on this item.

- 13. Discussion & Action: to consider approval of amending Ordinance 802-19, an Ordinance of the City of Willow Park, Texas, Amending Chapter 1 "General Provisions", Article 1.03 "City Council", Division 2 "Governance Policy and Rules of Procedure", 1.03.035 "Meetings" Subsection (m) "Agenda" providing the mayor and city administrator have control of the city council agenda including supplements and amendments, Providing for a Savings Clause and Severability Clauses and an Effective Date. (City Attorney Andy Messer)**

This item was brought up from a previous meeting for clarification purposes. Following the discussion, a tight formal timeline was set for Mayor and City Manager to set the Council Agenda before each meeting.

Motion was made to approve this ordinance with the changes as were discussed.

Motion made by Councilmember Crummel, Seconded by Councilmember Wright.

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

14. Discussion: regarding October 30, 2025 Water Leak and Boil Notice (Mayor Teresa Palmer; Councilmember Scott Smith; Interim City Manager Toni Fisher)

Interim City Manager Toni Fisher gave an after action report on the water leak of October 30th stating that all protocols had been handled professionally by staff.

Mayor Palmer stated that she had a complaint from the headmaster at the TCA school asking if in the future we have a scheduled interruption in water service if they could receive advance notice in order to prepare for the day or delay or cancel school due to no water.

No action was taken on this item.

Mr. Scott Caron was left off of the Public Comments list and wanted to speak. He stated in the Squaw Creek area anyone selling the land there needs to be aware of the dam's that are there and anyone living in the immediate area would have a zero chance to get out. Interim City Manager Toni Fisher stated that staff has been discussing this with engineers that specialize in dam's.

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 at 9:48 pm into Executive Session to discuss the items listed on the Agenda. Those present in this session was Mayor Teresa Palmer, Mayor Pro Tem Nathan Crummel, Councilmember Eric Contreras, Councilmember Chawn Gilliland, Councilmember Buddy Wright, Councilmember Scott Smith, Interim City Manager Toni Fisher and City Attorney Andy Messer.

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

16. Section 551.071, Consultation with City Attorney regarding pending or contemplated litigation: Beall Dean Ranch Development and East Bankhead Highway/claims of Aledo, Fort Worth against Willow Park.

17. Section 551.074; Personnel Matters,

Assistant City Manager, Toni Fisher

Assistant City Manager, C. Michelle Guelker

Public Works Director, Chase McBride

Finance Director, Andi Saylor

Utility Billing Clerk, Priscilla Brown

Chief Building Official, Randy Law

Certified Permits Technician, Christine Rosas

City Engineer, Gretchen Vazquez

City Planner, Chelsea Kirkland

Parks Director, Mandy McCarley

Communications & Marketing Director, Rose Hoffman

Fire Marshal/Code Enforcement, John “Charlie” Schneider

Assistant Fire Marshal/Code Enforcement, Kevin Lockwood

City Secretary, Deana McMullen

Police Chief, Ray Lacy

18. Section 551.074, Personnel Matters; review of City Manager resumes/applications

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 of the Willow Park City Council back to order at 11:11 p.m. There was no action on any item discussed in Executive Session.

19. Discussion & Action: to consider a budget amendment for potential one-time incentive, (retention) payout to the staff listed in item 17. (Scott Smith)

There was no action on this item at this meeting.

INFORMATIONAL COMMENTS

20. City Council Comments:

Councilmember Smith: Responsiveness and professionalism with Staff

Councilmember Contreras: Thanksgiving message

Councilmember Scott Smith: Responsiveness and professionalism with Staff

Councilmember Eric Contreras: Thanksgiving Message. Mr. Contreras wished everyone a Happy Thanksgiving and Safe Travels to all the families that may be going to visit friends and family members.

21. Interim City Managers' Comments: Thanks to Veterans

Interim City Manager Toni Fisher thanked all of the Veterans and their families for thier sacrifices and making the United States and the World a safer place for us to do what we do.

Ms. Fisher also announced that the Parks Department received word today that we have been awarded the AFA Sidewalk Grant from TXDOT. This is an 80/20 grant and will be used on Meadow Place and King Gate Park. Congratulations to Mandy McCarley Parks Director and City Engineer Gretchen Vazquez.

22. Mayor Comments

Mayor Teresa Palmer had no comments.

23. Items of Community Interest:

City of Willow Park's **4th Annual Tree Lighting** - *"How Willow Park Stole Christmas" with Who-ish Family Fun, Food Trucks, and Santa* - **Tuesday, December 2, 2025 at 5:30 p.m.** at Willow Park City Hall.

Christmas Charity Donation opportunities at City Hall:

***Angel Tree gift tags** to benefit the **Children's Advocacy Center, Parker County**, will be available for selection the week of November 10, 2025 in City Hall.

***Fluffy Friends gift drop box** to benefit the dogs and cats of the **Weatherford Animal Shelter** will be available for drop-off donations. There is a gift list available on the City of Willow Park's Facebook Page and in City Hall which includes new toys, unopened food/treats, and new blankets/towels.

Items of Community Interest: Interim City Manager Toni Fisher announced the following information about upcoming Events in Willow Park.

City of Willow Park's **4th Annual Tree Lighting** - *"How Willow Park Stole Christmas" with Who-ish Family Fun, Food Trucks, and Santa* - **Tuesday, December 2, 2025 at 5:30 p.m.** at Willow Park City Hall.

Christmas Charity Donation opportunities at City Hall:

***Angel Tree gift tags** to benefit the **Children's Advocacy Center, Parker County**, will be available for selection the week of November 10, 2025 in City Hall.

***Fluffy Friends gift drop box** to benefit the dogs and cats of the **Weatherford Animal Shelter** will be available for drop-off donations. There is a gift list available on the City of Willow Park's Facebook Page and in City Hall which includes new toys, unopened food/treats, and new blankets/towels.

24. Future Agenda Items requested by Mayor, City Councilmembers or Staff

Councilmember Eric Contreras asked if an item can be on a future Agenda regarding the Waste Water Treatment Plant update.

ADJOURN

With there being nothing further to discuss or consider Mayor Palmer called for a motion to adjourn the regular meeting of the Willow Park City Council.

Motion was made to adjourn the meeting at 11:15 pm.

Motion made by Councilmember Crummel, Seconded by Councilmember Smith.

Voting Yea: Councilmember Contreras, 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 REGULAR MEETING DECEMBER 9, 2025 MINUTES

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

Tuesday, December 09, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the regular meeting of the Willow Park City Council to order at 6:00 pm and confirmed that a quorum was present for this meeting.

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Mr. Bill Green gave the Invocation and led the Pledge of Allegiance and the Texas Pledge.

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.

- 1) Bill Green
- 2) Bryan Holland
- 3) Gene Martin
- 4) Carol Waggoner

1. Mayor Comments: Bible Verse; Decorum for Citizens, Council and Mayor

Mayor Palmer read aloud a bible verse; She then addressed the decorum that will be expected by Citizens, Council and herself during City Council meetings.

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.

The item on the Consent Agenda regarding approval of the minutes was removed as corrections needed to be made.

2. Approval of Regular City Council Meeting Minutes: November 17, 2025

Motion was made to pull approval of the regular City Council meeting minutes from November 17, 2025 for corrections.

Motion made by Councilmember Crummel, Seconded by Councilmember Gilliland.

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

3. Approval to cancel Regular City Council Meeting scheduled for December 23, 2025 due to the Christmas Holiday.

Motion was made to cancel the regular scheduled meeting on December 23, 2025 due to the Christmas Holidays.

Motion made by Councilmember Gilliland, Seconded by Councilmember Crummel.

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

PUBLIC HEARING

4. PUBLIC HEARING to consider Zoning Change Request from "CLASS II - RESIDENTIAL: 'R-1' SINGLE-FAMILY DISTRICT." TO "CLASS IV - INDUSTRIAL: 'LI' LIGHT INDUSTRIAL DISTRICT." FOR 4.656 ACRES TRACT OF LAND OUT OF THE I. HEADLEY SURVEY, ABSTRACT NO. 619, PARKER COUNTY, TEXAS, AND WITHIN THE CITY OF WILLOW PARK, TEXAS. (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)

Mayor Palmer Opened the Public Hearing for anyone wishing to speak for or against the item to consider a Zoning Change Request from "CLASS II - RESIDENTIAL: 'R-1' SINGLE-FAMILY DISTRICT." TO "CLASS IV - INDUSTRIAL: 'LI' LIGHT INDUSTRIAL DISTRICT." FOR 4.656 ACRES TRACT OF LAND OUT OF THE I. HEADLEY SURVEY, ABSTRACT NO. 619, PARKER COUNTY, TEXAS, AND WITHIN THE CITY OF WILLOW PARK, TEXAS at 6:13 pm.

Those speaking in Favor of the request for Zoning Change:

None

Those speaking Against the request for Zoning Change:

None

Mayor Teresa Palmer closed the Public Hearing for the Zoning Change at 6:20 pm.

- 5. PUBLIC HEARING to consider amending the Planned Development Agreement ORDINANCE NO. 740-16 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A CHANGE IN ZONING TO PD PLANNED DEVELOPMENT ZONING DISTRICT CLASSIFICATION AND USE DESIGNATION FOR THAT CERTAIN 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W. FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO, 1955, AND THE J. FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS. (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)**

Mayor Teresa Palmer opened the Public Hearing at **6:35** pm for anyone wishing to speak for or against the item to consider amending the Planned Development Agreement ORDINANCE NO. 740-16 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A CHANGE IN ZONING TO PD PLANNED DEVELOPMENT ZONING DISTRICT CLASSIFICATION AND USE DESIGNATION FOR THAT CERTAIN 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W. FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO, 1955, AND THE J. FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS.

Those speaking in Favor of the item: None

Those speaking Against the item: Gene Martin - stated a blanket change does not seem correct due to the TIRZ Zoning.

Marcy Galle - Asked Council to not approve the change.

Bill Green - Asked how many houses does that change affect.

Josh Stager- The reduction of the size of house will give larger yards. The lot sizes are not changing. This is being market driven.

Mayor Teresa Palmer closed the public hearing at 6:29 pm.

REGULAR AGENDA ITEMS

- 6. Discussion and Action: to consider approval of a Professional Services Agreement with Jacob & Martin for Design of Restroom Facilities at Kings Gate Park (Parks Director Mandy McCarley; Interim City Manager Toni Fisher)**

Parks Director Mandy McCarley addressed the Council regarding the consideration of approving the Professional Services Agreement with Jacob & Martin for Design of the Restroom Facilities at Kings Gate Park.

Motion was made to approve the professional services agreement with Jacob & Martin for the design of the restroom facilities at Kings Gate Park

Motion made by Councilmember Crummel, Seconded by Councilmember Wright.
Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

- 7. Discussion and Action: To consider and act on all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation in an amount not to exceed \$10,110,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof; including the adoption of Resolution 2025-17 pertaining thereto. (Erick Macha, Interim City Manager Toni Fisher, Interim City Manager Michelle Guelker)**

Mr. Erick Macha, Financial Consultant with Hilltop Securities was present to address the Council as to the steps needed to approve and authorize publication and posting of notice of intention to issue certificates of obligation in an amount not to exceed \$10,110,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof; including the adoption of Resolution 2025-17 pertaining thereto.

Motion was made to approve and authorize posting and publication the notice of intent to issue Certificate of Obligation Bonds in the amount not to exceed \$10,110,000.

Motion made by Councilmember Crummel, Seconded by Councilmember Wright.
Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

- 8. DISCUSSION AND ACTION: to consider and approve a Zoning Change Request from “CLASS II - RESIDENTIAL: ‘R-1’ SINGLE-FAMILY DISTRICT.” TO “CLASS IV - INDUSTRIAL: ‘LI’ LIGHT INDUSTRIAL DISTRICT.” FOR 4.656 ACRES TRACT OF LAND OUT OF THE I. HEADLEY SURVEY, ABSTRACT NO. 619, PARKER COUNTY, TEXAS, AND WITHIN THE CITY OF WILLOW PARK, TEXAS. (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)**

Motion was made to approve a Zoning Change from: “CLASS II - RESIDENTIAL: ‘R-1’ SINGLE-FAMILY DISTRICT.” TO “CLASS IV - INDUSTRIAL: ‘LI’ LIGHT INDUSTRIAL DISTRICT.” FOR 4.656 ACRES TRACT OF LAND OUT OF THE I. HEADLEY SURVEY, ABSTRACT NO. 619, PARKER COUNTY, TEXAS, AND WITHIN THE CITY OF WILLOW PARK, TEXAS.

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.
Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

- 9. DISCUSSION AND ACTION: to consider and approve a Zoning Change Request to Amend Ordinance No. 740-16 Planned Development Standards for The Reserves at Trinity Phase 2, also known as 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W, FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO, 1955, AND THE J, FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS. (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)**

Motion was made to approve a Zoning Change Request to Amend Ordinance No. 740-16 Planned Development Standards for The Reserves at Trinity Phase 2, also known as 140.3 ACRES OF LAND LOCATED IN THE A. MCCARVER SURVEY, ABSTRACT NO. 910, THE W, FRANKLIN SURVEY, ABSTRACT NO. 468, THE I. HENDLEY SURVEY, ABSTRACT NO. 619, THE M. EDWARDS SURVEY, ABSTRACT NO, 1955, AND THE J, FROMAN SURVEY, ABSTRACT NO. 471, ALL IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS as presented.

Motion made by Councilmember Crummel, Seconded by Councilmember Smith.

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

Voting Nay: Councilmember Gilliland

- 10. Discussion & Action: to consider approval of a Chapter 380 Economic Development Agreement between the City of Willow Park, Texas, and Cork & Pig**

Tavern - Willow Park, LLC. (*Interim City Manager Toni Fisher, City Planner Chelsea Kirkland*)

Motion was made to approve a Chapter 380 Economic Development Agreement between the City of Willow Park, Texas and Cork & Pig Tavern-Willow Park, LLC.

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.

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

11. Discussion and Action: to consider approval of a Resolution to cast votes for candidate(s) for director for Parker County Appraisal District for terms expiring December 31, 2025. (*City Secretary Deana McMullen*)

Motion was made to approve Resolution 2025-18 to cast votes for candidate(s) for Parker County Appraisal District Board of Directors for terms expiring December 31, 2025 with votes as follows: All votes (22) for Candidate Joe Wilkinson.

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras.

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

12. Discussion: Update on Willow Park Wastewater Treatment Plant (*Interim City Manager Michelle Guelker, Public Works Director Chase McBride*)

Public Works Director Chase McBride and Interim City Manager Michelle Guelker addressed the City Council and gave a brief update on the Wastewater Treatment Plant.

No action was taken on this item.

13. Discussion And Action: to consider a budget amendment for a one-time \$200 longevity pay for each of the current forty-one full-time City Staff employees. (*Council member Scott Smith*)

Councilmember Scott Smith stated he was the one who put this item on the Agenda and wanted to do this for the employees to say we appreciate them and thank them for being loyal during all the changes that have happened the past few months.

During discussion Interim City Manager Toni Fisher explained that the money in question was actually in the budget for all city employees marked as Longevity pay.

Following discussion motion was made to grant the budgeted \$300 to all 41 employees of the City of Willow Park.

Motion made by Councilmember Smith, Seconded by Councilmember Contreras. Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

14. Discussion and Update from Chairperson Gene Martin regarding the Home Rule Charter

Mr. Gene Martin addressed the City Council regarding the update and progress of the Home Rule Charter and Committee meetings. Mr. Martin stated they had the 7th meeting of the Home Rule Commission on December 3rd. with the next scheduled meeting for December 17th. At the meeting on the 17th the Commission will address comments from Council, Staff, and City Attorney. We will discuss the process of getting the Charter on the ballot and when to get a final draft to the City Council for review. Chapter 9.003 of Texas Local Gov't Code says that the Commission will have the final say as to what actually goes to the voters. City Attorney Andy Messer stated that this is correct. He also recommended that the City Council and the Charter Committee consider having a joint Town Hall work session.

Mayor Pro Tem Nathan Crummel thanked Mr. Gene Martin for keeping things on task even during controversial times.

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 at 8:01 p.m. to discuss the items listed on the Agenda for Executive Session. Those present in the Executive Session were Mayor Teresa Palmer, Mayor Pro Tem Nathan Crummel, Councilmember Eric Contreras, Councilmember Chawn Gilliland, Councilmember Buddy Wright, Councilmember Scott Smith, Interim City Manager Toni Fisher, and City Attorney Andy Messer.

- 15. Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberation Regarding Real Property) - 120 El Chico Trail Lease Agreements.**
- 16. Section 551.071, Consultation with City Attorney regarding pending or contemplated litigation: Beall Dean Ranch Development and East Bankhead Highway/claims of Aledo, Fort Worth against Willow Park.**
- 17. Section 551.071, Consultation with City Attorney; Section 551.87, Economic Development Negotiations, proposed residential development (currently known as "Clearion") consisting of approximate 82.37-acres, situated in the McCarver Survey, Abstract 910, the W. Franklin Survey, Abstract Number 468, The M.M. Edwards Survey, Abstract 1955, & the J.B. Wynn Survey, Abstract 1637, a portion being within the Extraterritorial Jurisdiction and remainder within the city limits of the City of Willow Park, Parker County, Texas.**

18. Section 551.074, Personnel Matters; review of City Manager resumes/applications

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 9:18 pm.

Action on Item# 15. Motion was made by Councilmember Buddy Wright, seconded by Councilmember Chawn Gilliland to negotiate the lease agreement with the tenant at 120 El Chico Trail.

Motion carried 5-0

Action taken on Item #16. Motion was made by Mayor Pro Tem Nathan Crummel, seconded by Councilmember Scott Smith to call for a Special Meeting on Tuesday, December 16, 2025 at 5:30 pm. to discuss and consider approval of Jacob & Martin to proceed with obtaining bids for the water/wastewater extension project on Bankhead Hwy,

Motion carried 5-0

INFORMATIONAL COMMENTS

19. City Council Comments:

Mayor Pro Tem Nathan Crummel - Merry Christmas

Mayor Pro Tem Nathan Crummel wished everyone a Merry Christmas and a Happy New Year to Willow Park. Thank you for turning out, support and the questions. Discord does not mean disrespect. Merry Christmas. Peace and Goodwill.

20. City Manager Comments:

Thanks to citizen volunteers, Dave Lorenzo & Paul Kenney!

Having an issue? Contact City Staff at 817-441-7108

City Hall Holiday Closings: Christmas - Closed Wed, 12/24 through Fri, 12/26; New Year's - Closed Wed, 12/31 through Fri, 1/02. **In case of emergency, call 817-773-4594.**

Happy Holidays from our "family" to yours!

Interim City Manager Toni Fisher had the following comments:

Thanks to citizen volunteers, Dave Lorenzo & Paul Kenney!

Having an issue? Contact City Staff at 817-441-7108

City Hall Holiday Closings: Christmas - Closed Wed, 12/24 through Fri, 12/26; New Year's - Closed Wed, 12/31 through Fri, 1/02. **In case of emergency, call 817-773-4594.**

Happy Holidays from our "family" to yours!

21. Mayor Comments: Holiday Wishes

Mayor Teresa Palmer wished everyone Happy Holidays.

22. Items of Community Interest:

Christmas Charity Donation opportunities at City Hall:

***Angel Tree gift tags** to benefit the **Children's Advocacy Center, Parker County**, on the Who-ish trees in the foyer at City Hall. Bagged, tagged, unwrapped gifts are due at City Hall by **Thu, Dec. 11**.

***Fluffy Friends gifts** of new toys, unopened food/treats, and new blankets/towels to benefit the dogs and cats of the **Weatherford Animal Shelter** are being collected at City Hall. There is also a gift list available on the City of Willow Park's Facebook Page.

Interim City Manager updated everyone with the following information:

Items of Community Interest:

Christmas Charity Donation opportunities at City Hall:

***Angel Tree gift tags** to benefit the **Children's Advocacy Center, Parker County**, on the Who-ish trees in the foyer at City Hall. Bagged, tagged, unwrapped gifts are due at City Hall by **Thu, Dec. 11**.

***Fluffy Friends gifts** of new toys, unopened food/treats, and new blankets/towels to benefit the dogs and cats of the **Weatherford Animal Shelter** are being collected at City Hall. There is also a gift list available on the City of Willow Park's Facebook Page.

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

There were no future items requested for the Agenda at this meeting.

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.

With there being nothing further do discuss or consider Mayor Teresa Palmer called for a motion to adjourn this regular meeting of the Willow Park City Council.

Motion was made to adjourn the regular meeting of the Willow Park City Council at 9:25 pm.

Merry Christmas Everyone!

Motion made by Councilmember Smith, Seconded by Councilmember Crummel.
Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright,
Councilmember Smith, Councilmember Crummel

_____/s/_____

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/>

THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor

Date

City Secretary



CITY COUNCIL SPECIAL CALLED MEETING DECEMBER 16, 2025 MINUTES

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

Tuesday, December 16, 2025 at 5:30 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the meeting to order at 5:30 pm and confirmed there was a quorum for the meeting.

PRESENT

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

Staff Present:

Interim City Managers Toni Fisher & Michelle Guelker

Deputy City Secretary Andi Saylor

Absent:

City Attorney Andi Messer

City Secretary Deana McMullen

REGULAR AGENDA ITEMS

- 1. Discussion/Action: to consider authorizing Engineer Jacob & Martin to proceed to seek bids for Bankhead Highway Phase II Water and Waste Water utility extension project.**

Interim City Manager Michelle Guelker explained the Water and Waste Water Utility Extension Project and the projected cost of the project.

Mayor Teresa Palmer asked

Councilmember Scott Smith asked questions regarding the extension project and expected timeline. Ms. Guelker answered Mr. Smith's questions.

Motion to authorize Engineer Jacob & Martin to proceed to seek bids for the Bankhead Highway Phase II Water and Waste Water Utility extension project.

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.
Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

ADJOURN

Mayor Palmer asked for a motion to adjourn

Motion was made to adjourn this special meeting of the Willow Park City Council at 5:45 pm.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.
Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel

PASSED AND APPROVED THIS THE ____ DAY OF _____, 20__.

Teresa Palmer
Mayor

Deana McMullen
City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 27 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 approve the new City of Willow Park City Limits Map.

BACKGROUND:

The city has experienced annexation of Dustin Haney, the Beall-Dean Ranch, and E. Bankhead Hwy. These actions require the city to update the map to accurately reflect the City of Willow Park’s city boundaries.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval of updating the official City Limits map, as presented.

EXHIBITS:

- City of Willow Park City Limits Map January 2026

RECOMMENDED MOTION:

Approval of the City of Willow Park City Limits map, as presented.

CITY OF WILLOW PARK

CITY LIMITS MAP

JANUARY 2026



1925 FORT WORTH HIGHWAY
WEATHERFORD, TX 76086
817-594-9880

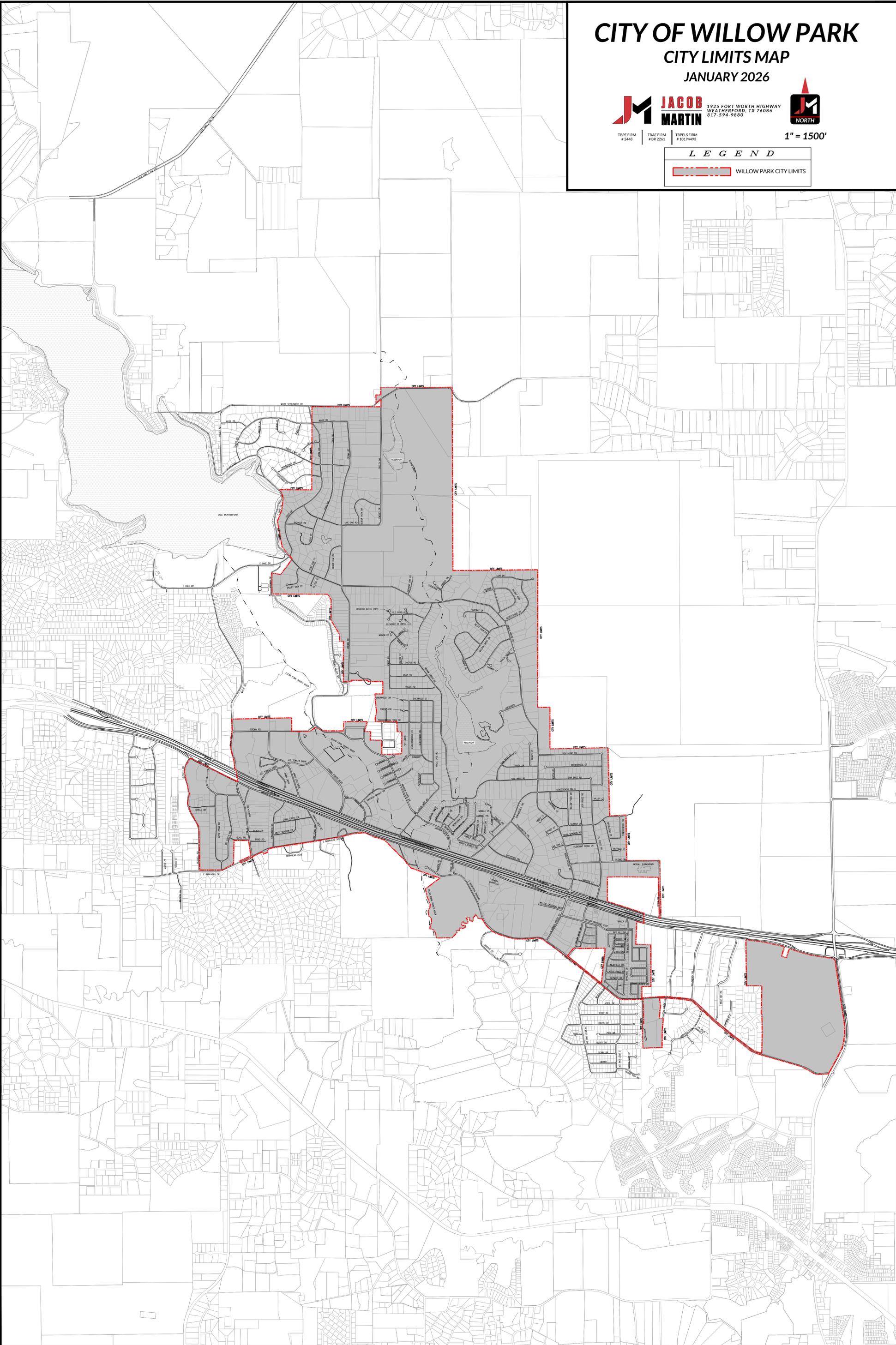


TBPE FIRM # 2448 | TBPE FIRM # BR 2261 | TBPELS FIRM # 10194493

1" = 1500'

LEGEND

 WILLOW PARK CITY LIMITS



* THE CITY OF WILLOW PARK MAKES EVERY EFFORT TO ENSURE THIS MAP IS FREE OF ERRORS, BUT DOES NOT WARRANT THE MAP OR ITS FEATURES.
* THE CITY OF WILLOW PARK PROVIDES THIS MAP WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED.



PARKS DEPARTMENT AGENDA ITEM BRIEFING SHEET

Council Date: January 27, 2026	Department: Parks Department	Presented By: Mandy McCarley, Parks Director
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AGENDA ITEM:

Discussion & Action: Introduction and Appointment of 2026 Parks Board.

BACKGROUND:

We have received the following applications for 2026 Parks Board

- Jerry Vierling
- Cynthia “Cindi” Neverdousky
- Jalie Chick
- Sterling Pruitt
- David Allen
- Robert Rothrock
- Catherine Davis

“Thank you” and “Congratulations” to the 2026 Parks Board:

Open – Place 1

Open – Place 2

Barry Noggle – Place 3

Jerry Vierling – Place 4 (reappointment)

JD DeLaFuente – Place 5

Sincere “Thank you” to **Lea Young, Corey Tucker** and **Cynthia White** for their years of service to the Parks Board and the City of Willow Park.

Staff recommends the reappointment of Jerry Vierling based on continued service and knowledge; for Place 1, Cynthia “Cindi” Neverdousky, who was a Parks Board Alternate prior to ordinance change and wishes to continue to serve the City; Place 2 nomination is Jalie Chick who wants to support parks for all ages and abilities.

RECOMMENDED MOTION:

Appoint 2026 Parks Board Place 1, 2 and 4 as presented.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 27, 2026	Department: Development and Administration	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion/Action: to appoint 2026 Planning & Zoning Commissioners for Place No. 2 and Place No. 4.

BACKGROUND:

Planning & Zoning Place 2 and Place 4 Commissioners are up for new terms, January 2026-2028.

We have received the following applications for Planning and Zoning Place 2 and 4:

- Michael Chandler (Application for Reappointment - Place 2)
- Ever Gomez (Application for Reappointment - Place 4)
- Catherine Davis
- Levi Adler
- David Allen
- Robert “Randy” Rothrock

STAFF RECOMMENDATION:

Staff recommend reappointments, based on continued service and knowledge.

RECOMMENDED MOTION:

Appoint 2026 Planning & Zoning Commissioners Place 2 and Place 4, as stated.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: February 10 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 approve Development Agreement for the proposed residential development consisting of approximate 82.37-acres, situated in the McCarver Survey, Abstract 910, the W. Franklin Survey, Abstract Number 468, The M.M. Edwards Survey, Abstract 1955, & the J.B. Wynn Survey, Abstract 1637, a portion being within the Extraterritorial Jurisdiction and remainder within the city limits of the City of Willow Park, Parker County, Texas.

BACKGROUND:

As was presented at the City Council meeting on July 8, 2025, Property Owner, Brothers in Christ Properties, LLC, and Developer, Skorburg Company, in partnership, brought forth the master planned, residential community proposal and presentation for Clearion.

On August 12, 2025, Council approved staff to proceed with the creation of the Development Agreement. The city is not providing any economic development incentives to this subdivision. The City Attorney has fully reviewed this document.

At this meeting, City Council is requested to approve the Development Agreement for this subdivision, including the voluntary annexation of approximately 64 acres into the City of Willow Park.

STAFF RECOMMENDATION:

City staff recommend that the City Council approve the Development Agreement, as presented.

EXHIBITS:

- Clearion Development Agreement Clean Version
- Clearion Development Agreement Redline Version

RECOMMENDED MOTION:

Motion to approve the Development Agreement for the proposed approximate 82.37-acres situated in the McCarver Survey, Abstract 910, the W. Franklin Survey, Abstract Number 468, The M.M. Edwards Survey, Abstract 1955, & the J.B. Wynn Survey, Abstract 1637, a portion being within the Extraterritorial Jurisdiction and remainder within the city limits of the City of Willow Park, Parker County, Texas.

CLEARION DEVELOPMENT AGREEMENT

This Clearion Development Agreement (this “Agreement”) is entered into by and between the City of Willow Park, Texas, a general law type A municipality (the “City”), Brothers in Christ Properties LLC, a Texas limited liability company (the “Owner”), and Skorburg Acquisitions II, LLC, a Texas limited liability company (“Developer”) (each individually, a “Party,” and collectively, the “Parties”), to be effective on the Effective Date.

SECTION 1 RECITALS

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, Owner is the owner of approximately 20.301 acres of real property located within the corporate limits of the City, described by metes and bounds in Exhibit A-1 and depicted on Exhibit B-1 (the “In-City Property”) and approximately 61.405 acres of real property located within the extraterritorial jurisdiction (“ETJ”) of the City, described by metes and bounds in Exhibit A-2 and depicted on Exhibit B-2 (the “ETJ Property” and together with the In-City Property, the “Property”);

WHEREAS, the Developer has entered into a contract to purchase the Property from the Owner, and the Parties intend for all rights and obligations of Owner to be automatically assigned to the Developer upon the closing;

WHEREAS, as generally described and depicted on the Conceptual Plan, Developer intends to develop the Property as a single-family residential development with public facilities, which development will be known and referred as Clearion (the “Project”);

WHEREAS, a portion of the Property is currently located within the City’s water certificate of convenience and necessity (“CCN”), the remainder of the Property is not currently located within any water CCN, and the Property is not currently located within any sewer CCN;

WHEREAS, the City intends to apply for a water and sewer CCN for the portion of the Property outside of its CCN, and the Parties intend that the City will be the retail provider of water and sewer service to the Property;

WHEREAS, this Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code, and in exchange for the promises made by the City as provided herein, the Developer agrees to the voluntary annexation of the ETJ Property as described in this Agreement;

WHEREAS, Developer anticipates commencing development of the Project upon: (i) the execution of this Agreement, (ii) the submission and approval of a preliminary plat for the Property that is substantially consistent with the Conceptual Plan as generally depicted in Exhibit C (the “Conceptual Plan”), and (iii) the submission and approval of the plans, designs or specifications (collectively the “Construction Plans”) related to development of the Property;

WHEREAS, the Parties desire and intend for the design, construction, and installation of the Public Infrastructure to occur as a single, unified phase during the Term of this Agreement and

that Developer will dedicate to and the City will accept the Public Infrastructure for public use and maintenance, subject to the City's approval of the plans and inspection of the Public Infrastructure in accordance with this Agreement and the City Regulations;

WHEREAS, the City will require, as a condition precedent to its obligations under this Agreement, that the Developer will petition the City to annex the ETJ Property in accordance with this Agreement;

WHEREAS, the parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code;

WHEREAS, the Parties are agreeable to the ETJ Property being annexed and incorporated into the corporate boundaries of the City and to the Property being developed under the rules and regulations of this Agreement;

WHEREAS, immediately following the City's annexation of the ETJ Property, the City intends to consider zoning the Property as a planned development district (the "Clearion Planned Development District") consistent with the Development Standards set out in the Planned Development District Ordinance, and the Conceptual Plan attached hereto; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Certificate of Convenience and Necessity ("CCN") means a certificate of that name issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City Code means the Code of Ordinances, City of Willow Park, Texas.

City Council means the governing body of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, being the City Code of ordinances (including, without limitation, park dedication fees), design standards (including, without limitation, pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure, the applicable construction standards (including, without limitation, international building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. The term "city regulations" does not include Impact Fees, which shall be assessed on the Property based on the Impact Fees in effect at the time of issuance of the first building permit for the Project.

Conceptual Plan means the intended conceptual plan for the development of the Project and under Willow Park Code of Ordinances Chapter 14, Sec. 14.10.004 and as generally depicted on Exhibit C.

Continuing Party means any party that continues to be bound by this Agreement after an authorized assignment of this Agreement as described in Section 8.1 hereof.

Developer means Skorburg Acquisitions II, LLC, a Texas limited liability company, and its successors and assigns.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the Clearion Planned Development District.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the Real Property Records of Parker County.

HOA means the Clearion Homeowners' Association, or such name as may be available with Texas Secretary of State, and its successors, which shall privately function as a homeowners' association for the Project.

Impact Fees means those fees assessed and charged against the Project for water and wastewater in accordance with this Agreement, the City Code, and Chapter 395.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Owner means Brothers in Christ Properties LLC, a Texas limited liability company.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure or public improvements necessary to serve the full development of the Project and/or to be constructed by the Developer and dedicated to the City under this Agreement, including the major improvement facilities shown on **Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit E-1, and Exhibit E-2.**

Real Property Records means the official real property (land) recordings of the Parker County Clerk's Office.

SECTION 3 **PUBLIC INFRASTRUCTURE**

3.1 Construction, Ownership, and Transfer of Public Infrastructure.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with contract specifications as required by the Willow Park Design Criteria for Water Projects and Design Criteria for Sewer Projects, and all other specifications set out in the Building Regulations in Chapter 10 of the City Code of Ordinances, and necessary related documents for the Public Infrastructure.

(b) Engineering Plans and Specifications. The Public Infrastructure shall be designed in accordance with the City Code, the City Regulations and all applicable laws by a licensed engineer retained by Developer, at Developer's sole cost and expense. The design of all Public Infrastructure shall be approved by the City in advance of the construction of same.

(c) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Public Infrastructure required for the development of the Property shall be constructed or caused to be constructed by the Developer and inspected by the City, and all applicable fees, including but not limited to water and wastewater Impact Fees (subject to the terms hereof), permit fees, and inspection fees, shall be paid in accordance with this Agreement, the City Code, the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure, except that in the event of a conflict, this Agreement shall rule.

(d) Procurement. The Parties agree that construction of the Public Infrastructure shall not require compliance with the Texas procurement laws as set out in the Texas Local Government Code. As of the Effective Date, the construction contracts for the construction of Public Infrastructure have not been awarded and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Public Infrastructure, Developer's engineers shall prepare, or cause the preparation of, and the City engineer shall approve, all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work, for the construction of any portion of the Public Infrastructure that have not been awarded.

(e) Ownership. Unless otherwise specifically set forth herein, all of the Public Infrastructure shall be owned by the City upon acceptance by the City, but only if the Public Infrastructure are designed and constructed in accordance with the City Code, the City Regulations and all applicable laws and this Agreement. Further, the Developer agrees to take any action necessary or reasonably required by the City to transfer, convey, or otherwise dedicate or to ensure the dedication of land, right-of-way, or easements for the Public Infrastructure to the City for public use.

3.2 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and sewer Public Infrastructure or any portion thereof, the City shall maintain and operate the water and sewer Public Infrastructure and provide retail water and sewer service to the Property under the same terms as other similarly located property in the corporate limits of the City. The City rates will apply after the ETJ Property is annexed in accordance with this Agreement.

(b) Upon final inspection, approval, and acceptance of the roadway and storm drainage Public Infrastructure required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related drainage improvements, as set out in Section 3.6 of this Agreement, excluding any portion of Crown Road located outside of the City corporate limits.

(c) The HOA shall maintain and operate any open spaces, trails, common areas, landscaping, screening walls, private development signage, detention basins (if any), and any other common improvements or appurtenances within the Property that are not maintained or operated by the City.

3.3 Water Facilities.

(a) Developer's General Obligations. The Developer is responsible for design, installation, and construction of all on-site water improvements necessary to serve the Property, including the major water improvements as shown on **Exhibit E-1** attached hereto ("Water Improvements"). Developer shall be responsible for the dedication of any easements lying within the Property necessary for Water Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City).

(b) Timing of Developer's Obligations. The Developer shall complete in a good and workmanlike manner all Water Improvements necessary to serve the Development prior to the recordation of the final plat. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Adequate Capacity. Upon the City's approval of a preliminary plat for the Property, the Developer shall provide a capacity study to the City detailing the capacity needed to serve the lots in such plat (a "Water Capacity Study"). Subject to the City's Drought Contingency Plan, which may be amended from time to time, the City agrees to provide capacity in the existing water system necessary to provide adequate and continuous water service to the Property in the amount set forth in the Water Capacity Study and in no event less than 180,000 average gallons per day. Notwithstanding anything to the contrary, if the City provides water service to any other

property owners outside of the Property, the Developer's capacity shall not be effected or reduced as a result of such service without the prior written consent of the Developer. This Section 3.3(c) shall survive termination of the Agreement.

(d) CCN. The Developer agrees to cooperate with the City in the City's CCN application to serve retail water service to the Property. The City agrees to provide the Developer: (i) a copy of its CCN application to the Public Utility Commission of Texas, and (ii) monthly status reports throughout the CCN application and approval process, including notice of any application deficiencies. In the event this Agreement is terminated pursuant to Sections 5.1 or 5.2 or any portion of the Property is disannexed from the City pursuant to Sections 5.1 or 5.2 hereof, the City agrees to cooperate with the Developer to promptly release the CCN or transfer the CCN to another utility provider, at the discretion of the Developer. This Section 3.3(d) shall survive termination of the Agreement.

3.4 Wastewater Facilities.

(a) Developer's General Obligations. The Developer is responsible for the design, installation, and construction of the on-site wastewater improvements necessary to serve the Property including the major wastewater improvements as shown on Exhibit E-2 attached hereto (the "Wastewater Improvements"). Developer shall be responsible for the dedication of any easements lying within the Property necessary for Wastewater Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City) for all development.

(b) Timing of Developer's Obligations. The Developer shall complete in a good and workmanlike manner all Wastewater Improvements necessary to serve the Project prior to the recordation of the final plat. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Adequate Capacity. Upon the City's approval of a preliminary plat for the Property, the Developer shall provide a capacity study to the City detailing the capacity needed to serve the lots in such plat (a "Wastewater Capacity Study"). The City agrees to provide capacity in the existing wastewater system, including wastewater treatment, necessary to provide adequate and continuous wastewater service to the Property in the amount set forth in the Wastewater Capacity Study and in no event less than 84,000 average gallons per day. Notwithstanding anything to the contrary, if the City provides wastewater service to any other property owners outside of the Property, the Developer's capacity shall not be effected or reduced as a result of such service without the prior written consent of the Developer. This Section 3.4(c) shall survive termination of the Agreement.

3.5 Water and Wastewater Services.

(a) Maintenance and Operation. Upon acceptance by the City of all or any the water and wastewater facilities described herein, the City shall operate or cause to be operated said water and wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law, subject to the maintenance bond provided by Developer in place for two (2) years

after the City's final acceptance of the Public Infrastructure. Upon acceptance by the City, the City shall at all times maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same, subject to the maintenance bond which shall pay for and maintain the Public Infrastructure for the two year period stated herein.

3.6 Roadway Facilities and Drainage Improvements.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property, including the Roadway Improvements (hereinafter defined), which includes road maintenance bonds effective for a period of no less than two (2) years. The design of all onsite roadway facilities shall be approved by the City in advance of the construction of same.

(b) Crown Road Improvements. Developer intends to construct or cause the construction of improvements to the existing Crown Road bridge and the related roadway extension connecting to the Property, including the installation a 3-way intersection with traffic control signage on Crown Road as shown on Exhibit D-1 and an emergency flood gate and any other necessary flood alert signage or flashing warning lights agreed to between the Developer and Parker County (the "Crown Road Improvements"). The portion of the Crown Road Improvements extending outside of the City's existing corporate limits shall be considered private improvements and upon completion, the private Crown Road Improvements will be owned and maintained by the HOA; provided, however, the private Crown Road Improvements shall be constructed in accordance with the City Regulations, ordinances, and city standards. The portion of the Crown Road Improvements extended within the Property boundary and within the City corporate limits shall be conveyed to the City for ownership and maintenance in conformance with roadway facility standards contained herein.

(c) J.D. Towles Drive Improvements. The Developer shall construct or cause construction of the continuation of J.D. Towles Drive as a sixty (60') foot right-of-way and street section to match The Reserves at Trinity Phase 2 construction plans, including a six foot (6') bike lane for the onsite portion from the southern point of connection with The Reserves at Trinity extending through the Property to the northernmost connection point to Crown Road as shown on Exhibit D-2 attached hereto (the "J.D. Towles Drive Improvements").

(d) Royal View Drive Improvements. Developer shall construct or cause construction of an electronic emergency access gate at the southeast connection point to Royal View Drive as shown on Exhibit D-3 (the "Royal View Drive Improvements" and collectively with the Crown Road Improvements and the J.D. Towles Drive Improvements, the "Roadway Improvements"). Control of access to the Royal View Drive Improvements will be granted to the City for emergency personnel use only and a Knox Box (rapid access key lock box) shall be installed at the expense of the Developer. There shall be no ingress or egress from the residents of the development from this entry point, and the HOA shall expressly restrict access to emergency personnel only within the Declaration of Covenants, Conditions and Restrictions of the Project to be recorded in Parker County and enforceable by the City.

(e) Timing of General Obligations. Prior to the recordation of any final plat for the Project, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve the Project in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance, subject to the maintenance bond provided by Developer in place for two (2) years after the City's final acceptance of the Public Infrastructure.

3.7 Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof. Any detention basins, if needed, will be privately owned and maintained by the HOA. Prior to the recordation of any final plat for the development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve the development. Upon inspection, approval and acceptance, City shall maintain and operate the drainage improvements for the Property, subject to the maintenance bond provided by Developer in place for two (2) years after the City's final acceptance of the Public Infrastructure.

SECTION 4 **CHARGES AND FEES**

4.1 Charges and Fees.

(a) Development, Review, Permit, and Inspection Fees. For the first five (5) years following the Effective Date of this Agreement, development of any portion of the Property shall be subject only to payment to the City of the applicable fees according to the City's Development Services Fee Schedule adopted and in effect on the Effective Date, including without limitation fees relating to platting, zoning requests, permitting, and any other charges and fees not expressly exempted or altered by the terms of this Agreement. Beginning in the sixth (6th) year after the Effective Date of this Agreement, development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the then-current City Development Services Fee Schedule, City Code or City Regulations.

(b) Impact Fees. The Parties agree that all Impact Fees charged or assessed against the Property shall be at the rates set forth in the City Regulations and shall be due and by homebuilders or other builders of vertical improvements permitted hereunder in accordance with the requirements of Chapter 395, City Code, and City Regulations. The City acknowledges that it cannot assess roadway Impact Fees on properties within its ETJ, including the ETJ Property, and that regardless of annexation status of all or any portion of the ETJ Property pursuant to this Agreement, the City shall not assess roadway Impact Fees against the ETJ Property. The Developer recognizes that certain portions of the Impact Fees imposed by the City for water represents a payment obligation from the City to the City of Fort Worth.

(c) Parkland Dedication and Park Improvements. The Developer agrees to dedicate approximately 16 acres (but in no event less than 15 acres) of parkland to the City shown as "Future City Park" on the Conceptual Plan attached hereto (the "Park Dedication Land"). The Parties acknowledge that the depiction of the Park Dedication Land on **Exhibit C** attached hereto is conceptual in nature and is subject to final design and engineering. The sizes and locations of

the Park Dedication Land will be determined pursuant to the City's platting or zoning processes and shall not require an amendment to **Exhibit C** attached to this Agreement. In exchange for the dedication of the Park Dedication Land, Developer shall be deemed to have satisfied all applicable parkland dedication requirements or fees required in lieu thereof, as well as any park development fees or park impact fees that may now or hereinafter be enacted by the City, including any related community development fee or similar fee, by whatever name, enacted by the City now or in the future. Within the Park Dedication Land, the Developer shall construct or cause construction of (i) a 10-foot-wide concrete trail looping along the boundary of the Park Dedication Land with an adjacent meandering dirt trail for biking, (ii) a minimum of 10 parking stalls to be constructed along the southwest cul-de-sac adjacent to the Park Dedication Land, and (iii) a permanent restroom facility within a relatively close proximity to the parking stalls (collectively, the "**Park Improvements**"). Upon completion, the Park Improvements will be dedicated to and accepted by the City as part of the Park Dedication Land for public use. The Park Improvements will be privately maintained by the HOA. The City agrees to provide the HOA with all necessary easements for the HOA to maintain the Park Improvements.

SECTION 5

ANNEXATION AND ZONING MATTERS; CONCEPTUAL PLAN

5.1 **Annexation into City.** This Agreement constitutes a request by the Owner for voluntary annexation of the ETJ Property into the corporate limits of the City. The City agrees, in accordance with applicable statutory requirements, to take all steps necessary to complete and approve annexation of the ETJ Property into the corporate limits of the City (the "**Annexation**") within sixty (60) days of the date the Effective Date of this Agreement. The draft municipal services agreement ("Municipal Services Agreement") in form attached as **Exhibit F** is acceptable to Owner, Developer and the City and shall be submitted to the City Council for approval at the same meeting the City Council considers Annexation of the ETJ Property. In the event that the ETJ Property is not annexed within the time required above, the Developer and Owner shall have the right to terminate the Agreement, and upon termination of the Agreement, neither the City, Owner, nor the Developer shall have any liability to one another because of such termination. The Developer acknowledges receipt of the following written disclosure as required by Local Government Code Section 212.172(b-1) and (b-2): **Developer understands that it is not required to enter into this Agreement. The City is annexing the ETJ Property described herein (the "Annexed Property") on a request by Developer and/or the owners of the ETJ Property, as the owner of the Annexed Property, to annex the Annexed Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Developer shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement in the form of **Exhibit F** applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of general circulation in the area and public notice on the City's website; (d) the City will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Annexed Property area; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Annexed Property. The annexation of the Annexed Property, and the procedures applicable to the annexation, require the Developer's**

consent. The City, by entering into the Municipal Services Agreement in the form of Exhibit E, has waived its immunity to suit, pursuant to Section 212.172 of the Local Government Code.

5.2 Zoning.

(a) Prior to the Effective Date of this Agreement, the Developer has caused the delivery of an application to zone the Property as the Clearion Planned Development District consistent with the Concept Plan attached hereto (the "Zoning Application"). The Zoning Application shall be deemed submitted on the Effective Date of this Agreement. The City shall make every effort to process the Zoning Application concurrently with the Annexation. In the event of a conflict between this Agreement and any zoning ordinance adopted by the City Council relating to the ETJ Property (including without limitation the City's zoning ordinance under the City Regulations (the "Zoning Ordinance"), this Agreement will prevail. Regardless of how the City zones the ETJ Property, and notwithstanding anything to the contrary in the Zoning Ordinance or other City ordinances, rules or regulations, the ETJ Property shall be governed by and may be used and developed in accordance with the Concept Plan attached hereto, and all other terms of this Agreement at all times during the Term of this Agreement.

(b) Should the City fail to grant approval of the Clearion Planned Development District applicable to the ETJ Property that is any way more restrictive than the Zoning Application or the Concept Plan attached hereto, Developer shall have the right to terminate this Agreement with Notice to the City. Upon termination, the Parties will have no further liability to each other except as follows: Within thirty (30) days following delivery of such termination Notice, the City shall: (i) disannex the ETJ Property from the City and (ii) be deemed to have consented to the formation of a municipal utility district or similar utility or improvement district created by special act of the Texas Legislature, TCEQ, or the Parker County Commissioners Court. The City agrees, at no cost to the City, to consider such further resolutions or ordinances and execute such further documents as may reasonably be requested by Developer, the TCEQ, the Texas Attorney General, or the applicable district to evidence the City's consents as set forth in this Agreement and in any consent resolution consenting to a district.

5.3 Gas Well Setbacks.

(a) The drilling and production of oil and gas within the Property shall not be permitted on the surface of the Property.

5.4 Conceptual Plan. As consideration for the City's obligations under this Agreement, the Developer agrees that the development and use of the Property including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards and in general conformance with the Conceptual Plan as determined by the City. Any amendment to the Conceptual Plan attached hereto that is approved by the City Council pursuant to the City's platting or zoning processes shall be considered an amendment to this Agreement. Notwithstanding anything to the contrary, the City Manager may administratively approve minor amendments to the Conceptual Plan limited solely to: (a) adjustments to the street network and layout, including the addition or removal of a roadway

as supported by a traffic impact analysis; (b) changes as a result of a finding or determination by a governmental authority; and (c) adjustments to the boundaries and area of any undeveloped areas on the Conceptual Plan by up to a cumulative amount of twenty-five percent (25%) for each land use area. If the City Manager deems an amendment not to be minor in nature in their reasonable discretion, the proposed amendments to the Conceptual Plan shall be processed in accordance with the City Code and/or City Regulations.

SECTION 6 **ADDITIONAL OBLIGATIONS AND AGREEMENTS**

6.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement, Developer shall be solely responsible for the construction of all Public Infrastructure. The on-site and off-site Public Infrastructure and all other related improvements will be considered a City project, and the City will own all such Public Infrastructure upon completion and acceptance.

6.2 Mandatory Homeowners' Association. Developer will, in a manner acceptable to the City and no later than the date of the sale of the first lot, create the HOA, which shall be mandatory and shall levy and collect from property owners' annual fees in an amount calculated to maintain the certain right-of-way irrigation systems, raised medians and other right-of-way landscaping, and screening walls within the Project. Common areas, including, but not limited to, all landscaped entrances to the Project and right-of-way landscaping and signage, shall be maintained solely by the HOA. Maintenance of public rights-of-way, landscaping, and signage by the HOA shall comply with City Code and/or City Regulations and shall be subject to oversight by the City.

6.3 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Conceptual Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

6.4 Compliance with City Regulations and City Code. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations and City Code unless expressly stated to the contrary in this Agreement. City Regulations and City Code shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement. It is expressly understood and the Parties agree that City Regulations and City Code applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, international codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City.

6.5 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, traffic control

devices or signs, and all other required improvements, at no cost to the City except as expressly provided in this Agreement, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations and/or City Code unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents, including a Traffic Impact Analysis ("TIA") at the time of platting as required by City Regulations and/or City Code and as required by this Agreement. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No final plat may be recorded in the Real Property Records until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City. Notwithstanding anything to the contrary, a final plat may be submitted to the City for review and approval prior to completion of construction of any Public Infrastructure if the Developer provides the City with applicable payment bonds and performance bonds acceptable to the City.

6.6 Early Grading Permit. Upon written request from Developer (or its contractor or builder), the City Engineer or Public Works Director shall approve early grading prior to approval of a final plat for all or a portion of the Property provided the following conditions are met: (i) a final plat application has been submitted and accepted but the final plat is not yet approved and/or filed of record; (ii) all erosion control best management practices (as determined by Developer's engineer) are installed prior to starting the grading operation; (iii) Developer or its contractor or builder has obtained a Storm Water Pollution Prevention Plan (SWPPP) permit; and (iv) the following items have been submitted to the City: (a) notification of grading, (b) erosion control plan, (c) a detailed grading and drainage/flood study, and, (d) an "at risk letter" whereby Developer agrees that any early grading work that occurs shall be done at Developer sole and absolute risk.

6.7 Bonds. For each construction contract for any part of the Public Infrastructure, Developer, or Developer's contractor, must execute a performance bond, payment bond and maintenance bond in accordance with applicable City Regulations and/or City Code, which shall name the City and the Developer as a beneficiary: (a) Performance Bond: The Developer shall provide to the City a performance bond in an amount equal to 100 percent of the total contract price (between the Developer and Prime Contractor) guaranteeing the full and faithful execution of the work and for the protection of the City against any improper execution of the work or the use of inferior materials; (b) Payment Bond: A good and sufficient payment bond in an amount equal to 100 percent of the total contract price (between the Developer and Prime Contractor) guaranteeing the payment of all labor, material, and equipment used in the construction of the Public Infrastructure. (c) Maintenance Bond: The Developer shall provide the City a maintenance bond in an amount equal to 100 percent of the total cost of the maintenance improvements that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance by the City of the Public Infrastructure constructed under such contract.

6.8 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including without limitation water, wastewater/sanitary sewer, drainage, roads, streets, alleys, public park facilities, electrical, streetlights, and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Developer has met its obligations to provide for required Public Infrastructure necessary to serve such portion according to the approved engineering plans and City Regulations and until such Public Infrastructure is operational and has been dedicated to and accepted by the City. Acceptance by the City shall not be unreasonably withheld, conditioned, or delayed.

(b) Acceptance; Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of Public Infrastructure by the City shall be evidenced in writing issued by the City Manager or his designee.

(c) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, all development related permits issued for the Project, including the Preliminary Plat, shall remain valid for a period of at least two years and shall not thereafter expire so long as progress has been made toward completion of the Project. Upon recordation of the final plat for the Project, if applicable, the Preliminary Plat shall remain valid for the duration of this Agreement as long as progress toward completion of the Project is being made.

6.9 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance

shall: (i) be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification. All policies shall be endorsed to waive the right of subrogation against the City.

6.10 INDEMNIFICATION and HOLD HARMLESS. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE “RELEASED PARTIES”), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY’S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, “CLAIMS”), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY’S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY’S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND THE CITY, DEVELOPER’S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER’S OWN PERCENTAGE OF RESPONSIBILITY. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY’S RELIANCE UPON DEVELOPER’S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY’S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING THAT ANY PROVISION OR STATEMENT IN THIS AGREEMENT CONFERS OR POTENTIALLY CONFERS ANY BENEFIT OR THING

OF VALUE TO OWNER THAT IS INVALID, ILLEGAL, UNLAWFUL OR THAT THE CITY IS NOT LEGALLY PERMITTED TO CONFER TO OWNER UNDER THIS AGREEMENT.

6.11 Status of Parties. At no time shall the City have any control over or charge of Developer's design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

6.12 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date. Notwithstanding anything in Chapter 245 or this Agreement to the contrary, and unless otherwise agreed by Developer, the City's master thoroughfare plan in effect on the Effective Date shall govern for the duration of the Project.

6.13 Legislative Discretion. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement. Except as otherwise permitted by law, nothing contained in this Agreement shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's and/or the Planning and Zoning Commission's legislative discretion.

6.14 Statutory Verifications. The Developer and Owner make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer or Owner (as applicable) within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer and Owner each represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each of the Developer and Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

6.15 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

SECTION 7 **EVENTS OF DEFAULT; REMEDIES**

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

SECTION 8 **ASSIGNMENT; ENCUMBRANCE**

8.1 Assignment. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable by Developer or a Continuing Party, in whole or in part, without the prior written consent of, but upon written notice to, the City. An assignee shall be considered a “Party” for the purposes of this Agreement. Each assignment shall be in writing executed by Developer, or the Continuing Party, and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer, or the Continuing Party, shall release Developer, or the Continuing Party, from any liability that resulted from an act or omission by Developer, or the Continuing Party, that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer, or the Continuing Party, shall maintain written records of all assignments made by Developer, or the Continuing Party, to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party’s sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a “Party” for the purposes of this Agreement. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, any person or entity upon becoming an owner of land within the Property or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Developer” and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.3 Third Party Beneficiaries. Except as otherwise provided herein and except for an authorized Continuing Party, this Agreement inures to the benefit of, and may only be enforced by, the Parties, including an authorized assignee of Developer. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

8.4 Notice of Assignment. Subject to Section 8.1 and Section 8.2 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under Section 8.1 or Section 8.2 at least 15 business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 9
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Owner, the Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

9.2 Estoppel Certificates. From time to time, upon written request of Owner, Developer or any future owner, and upon the payment to the City of a \$100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 10
GENERAL PROVISIONS

10.1 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty (30) years after the Effective Date (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the Public Infrastructure dedicated to the City.

10.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) Developer’s consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developer’s voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) the Public Infrastructure will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council’s legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

10.4 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: City of Willow Park, Texas
Attn: City Manager
120 El Chico Trail, Suite A
Willow Park, Texas 76087

With a copy to: Messer Fort
Attn: Andy Messer
6371 Preston Road, Ste. 200
Frisco, Texas 75034

To the Owner: Brothers in Christ Properties LLC
Attn: Bryson Adams
2121 McClendon Road
Weatherford, Texas 76088

To the Developer: Skorburg Acquisitions II, LLC
 Attn: Bryan Holland
 8214 Westchester Drive, Suite 900
 Dallas, Texas 75225

With a copy to: Winstead PC
 Attn: Ross Martin
 2728 N. Harwood St., Suite 500
 Dallas, Texas 75201

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

10.5 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.6 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

10.8 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, or any party that may be construed to be a third-party beneficiary to this Agreement.

10.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.10 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Parker County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Parker County District Court.

10.11 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

10.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation: acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, acts or orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, quarantine, viral outbreaks, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or other acts, events, causes, or circumstances not within the reasonable control of the Party claiming such inability and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care. A Party that has claimed the right to temporarily suspend its performance shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the

Party’s performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

10.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.16 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit A-1 Metes and Bounds Description of the In-City Property
- Exhibit A-2 Metes and Bounds Description of the ETJ Property
- Exhibit B-1 Depiction of the In-City Property
- Exhibit B-2 Depiction of the ETJ Property
- Exhibit C Conceptual Plan
- Exhibit D-1 Crown Road Improvements
- Exhibit D-2 J.D. Towles Drive Improvements
- Exhibit D-3 Royal View Drive Improvements
- Exhibit E-1 Major Water Improvements
- Exhibit E-2 Major Wastewater Improvements
- Exhibit F Form of Municipal Services Agreement

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF WILLOW PARK

By: _____
Name: Teresa Palmer
Title: Mayor

ATTEST

Name: Deana McMullen
Title: City Secretary

APPROVED AS TO FORM

Name: Wm. Andrew Messer
Title: City Attorney

STATE OF TEXAS §
COUNTY OF PARKER §

This instrument was acknowledged before me on this ____ day of _____ 2026, by Theresa Palmer, Mayor of the City of Willow Park, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

OWNER:

BROTHERS IN CHRIST PROPERTIES LLC,
a Texas limited liability company

By: _____
Bryson Adams, Managing Member

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2026, by Bryson Adams, Managing Member of Brothers in Christ Properties LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

[SEAL]

DEVELOPER:

Skorburg Acquisitions II, LLC
a Texas limited partnership

By: _____
Name: Adam Buczek, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, on the ___ day of _____, 2026, by Adam Buczek, Manager of Skorburg Acquisitions II, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

[SEAL]

Exhibit A-1
Description of the In-City Property

BEING a tract of land situated in the M. Edwards Survey, Abstract Number 1955, and the A. McCarver Survey, Abstract Number 910, 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, of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Tract 1, being the southwest corner of Lot 17, Block 1 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records, and being in the north right-of-way line of Royal View (a 60' right-of-way) dedicated in said Willow Wood Addition;

THENCE S 89°58'59"W, 829.29 feet, with the north line of said Willow Wood and the south line of said Tract 1 to the approximate existing city limit line, Ordinance No. 832-21 recorded in Instrument Number 2021129820, said County Records;

THENCE departing said common line, with the approximate existing city limit line, over and across said Tract 1, the following bearings and distances:

N 00°00'40"W, 121.87 feet;

N 06°08'03"E, 93.82 feet;

N 15°44'03"E, 70.64 feet;

N 00°00'24"W, 135.98 feet;

N 26°32'15"W, 100.00 feet;

THENCE N 08°50'22"W, passing at a distance of 80.37 feet, the southeast corner of said Brothers in Christ Properties, LLC herein after referred to as (Tract 2), recorded in Instrument Number D202425676, said County Records, continuing for a total distance of 112.88 feet, with said approximate city limit line, to the north line of said Tract 1;

THENCE N 05°31'00"W, 162.72 feet, continuing with said common line and the east line of said Tract 2;

THENCE N 01°02'25"E, 182.95 feet, continuing with said common line;

THENCE N 02°30'51"W, 80.23 feet, to the northeast corner of said Tract 2, the south line of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records;

THENCE N 87°29'58"E, 363.64 feet, with said north line to the southeast corner of said Gary Dale Lee tract, being the southwest corner of Lot 1, Block 7 of Squaw Creek Estates West, an addition to the City of Willow Park, recorded in Cabinet A, Slide 144, said County Records;

THENCE S 89°55'46"E, 498.71 feet, with the west line of said Squaw Creek Estates West to the northeast corner of said Tract 1 and being in the west line of Lot 17, Block 1 of said Willow Woods;

THENCE S 00°51'55"E, 1,060.30 feet, with the east line of said Tract 1 and the north line of said Willow Wood to the **Point of Beginning** and containing 884,311 square feet or 20.301 acres of land more or less.

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit A-2
Description of the ETJ Property

BEING a tract of land situated in the A. McCarver 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, 1,010.74 feet, departing said east right-of-way line, continuing with said north line, the south line of said Gary Dale Lee tract, to the northeast corner of said Tract 2 and being the approximate existing city limit line, Ordinance No. 832-21 recorded in Instrument Number 202129820, said County Records;

THENCE departing said common line, continuing with said north line, the east line of said Tract 2, and said approximate city limit line the following bearings and distances:

S 02°30'51"E, 80.23 feet;

S 01°02'25"W, 182.95 feet;

S 05°31'00"E, 162.72 feet;

THENCE S 08°50'22"E, passing at a distance of 32.50 feet, the southeast corner of said Tract 2, continuing with said approximate city limit line, over and across said Tract 1, for a total distance of 112.88 feet;

THENCE continuing with said approximate city limit line, over and across said Tract 1, the following bearings and distances:

S 26°32'15"E, 100.00 feet;

S 00°00'24"E, 135.98 feet;

S 15°44'03"W, 70.64 feet;

S 06°08'03"W, 93.82 feet;

THENCE S 00°00'40"E, 121.87 feet, to the south line of said Tract 1, 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;

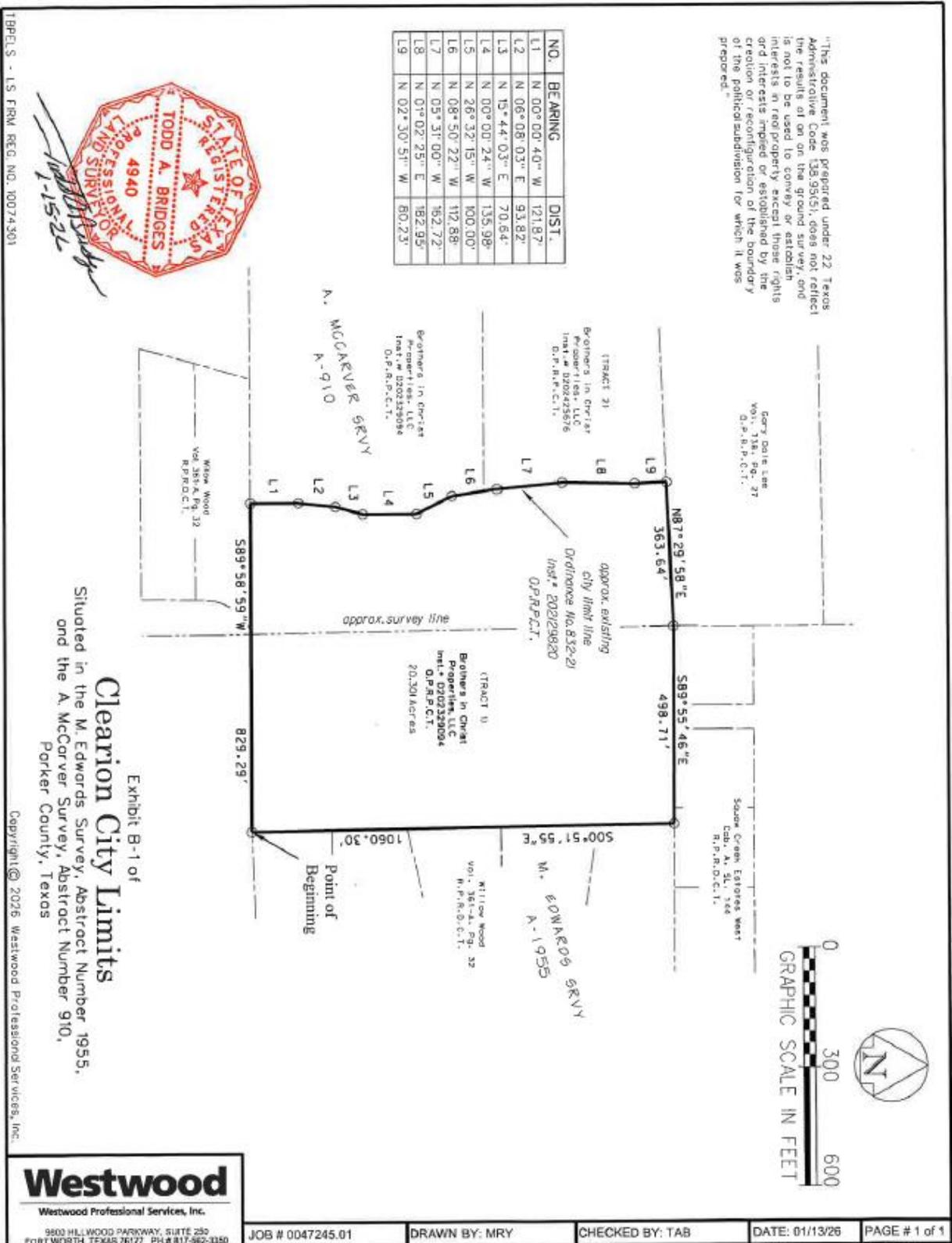
THENCE S 89°59'02"W, 1,174.20 feet, departing said existing city limit line to the north line of Lot 2R, Block 11 of The Reserves at Trinity, an addition to the City of Willow Park, recorded in Cabinet E, Slide 726, said County Records;

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 2,674,801 square feet or 61.405 acres of land more or less.

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit B-1 Depiction of the In-City Property



TPRELS - LS FRM REG. NO. 10074301



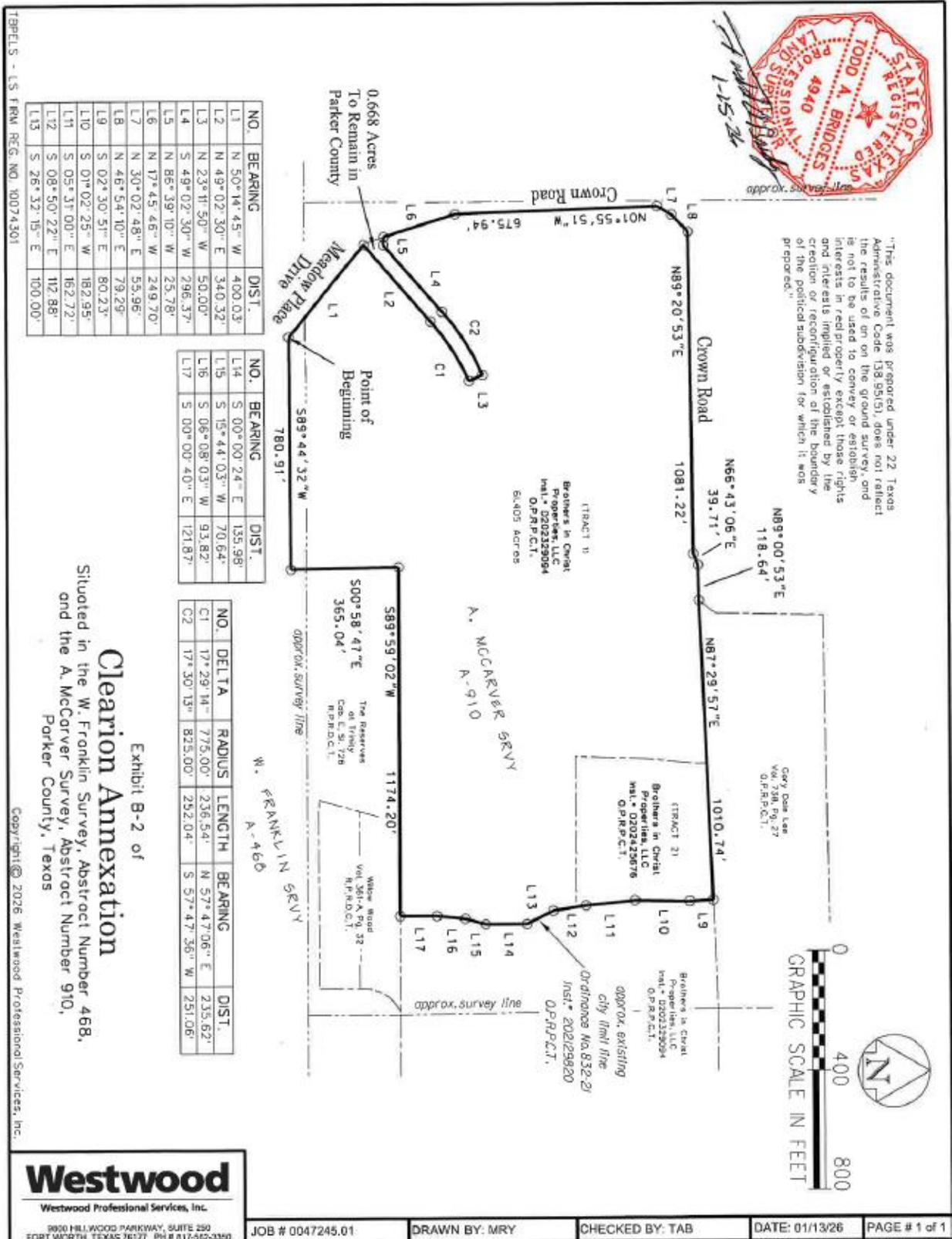
Exhibit B-1 of
Clearton City Limits
Sited in the M. Edwards Survey, Abstract Number 1955,
and the A. McCarter Survey, Abstract Number 910,
Parker County, Texas

Copyright © 2026 Westwood Professional Services, Inc.

Westwood
Westwood Professional Services, Inc.
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH: 817-962-3150

JOB # 0047245.01	DRAWN BY: MRY	CHECKED BY: TAB	DATE: 01/13/26
			PAGE # 1 of 1

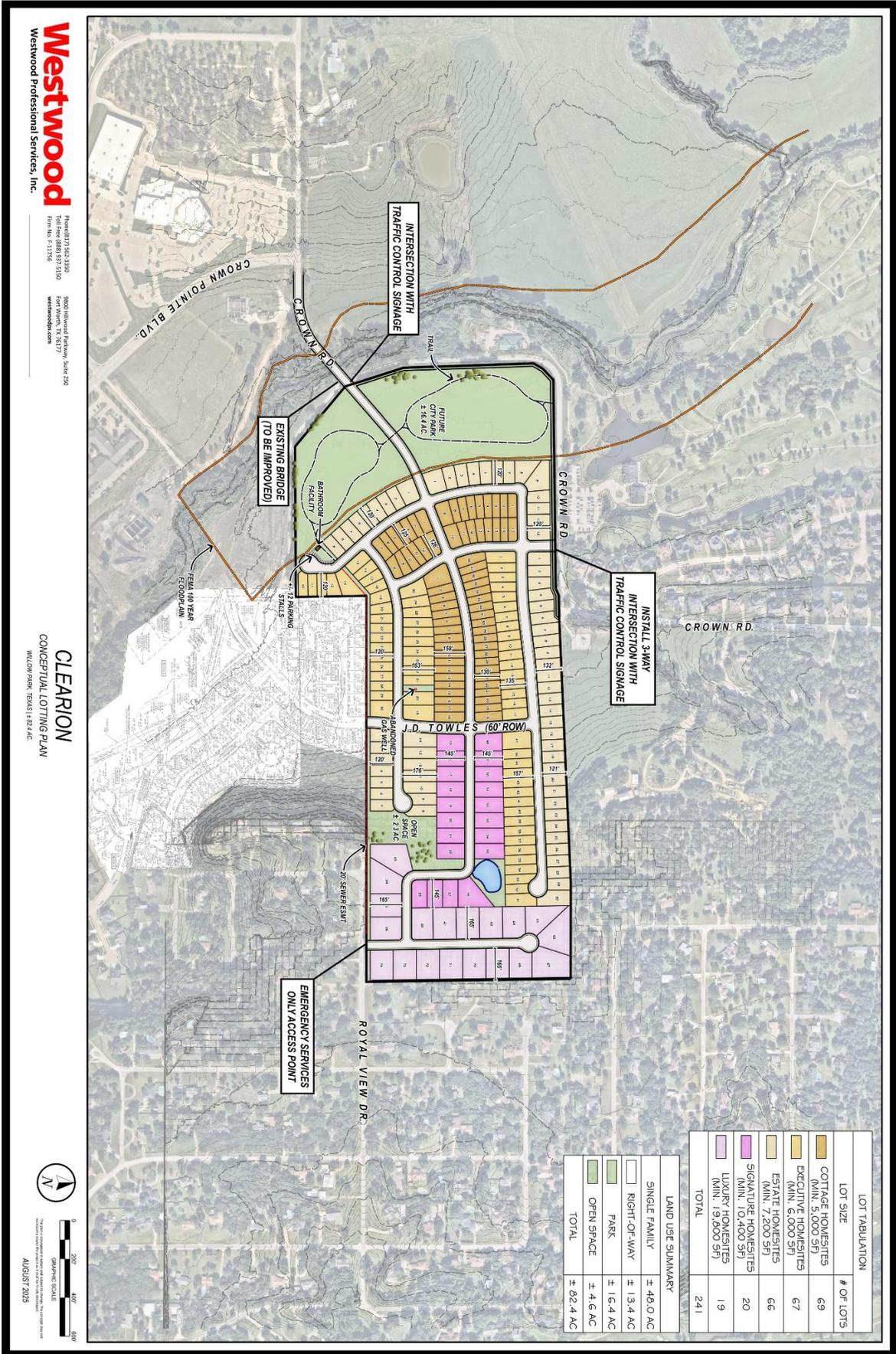
Exhibit B-2 Depiction of the ETJ Property



Westwood
 Westwood Professional Services, Inc.
 8930 HILLWOOD PARKWAY, SUITE 250
 FORT WORTH, TEXAS 76127 PH # 817-562-3350

JOB # 0047245.01	DRAWN BY: MRY	CHECKED BY: TAB	DATE: 01/13/26
PAGE # 1 of 1		12:41:46 PM	

Exhibit C Conceptual Plan



Westwood
Westwood Professional Services, Inc.

PHONED 175.562.3300
TEL FEE 888.937.5100
FAX 972.511.9500
WWW.WESTWOODPROF.SERVICES.COM

58000 Millwood Parkway, Suite 200
Fort Worth, TX 76177

CLEARION
CONCEPTUAL LOTTING PLAN
WILLOW PARK, TEXAS IS 82.4 AC

0 200' 400'
GRAPHIC SCALE
AUGUST 2025

**Exhibit D-1
Crown Road
Improvements**

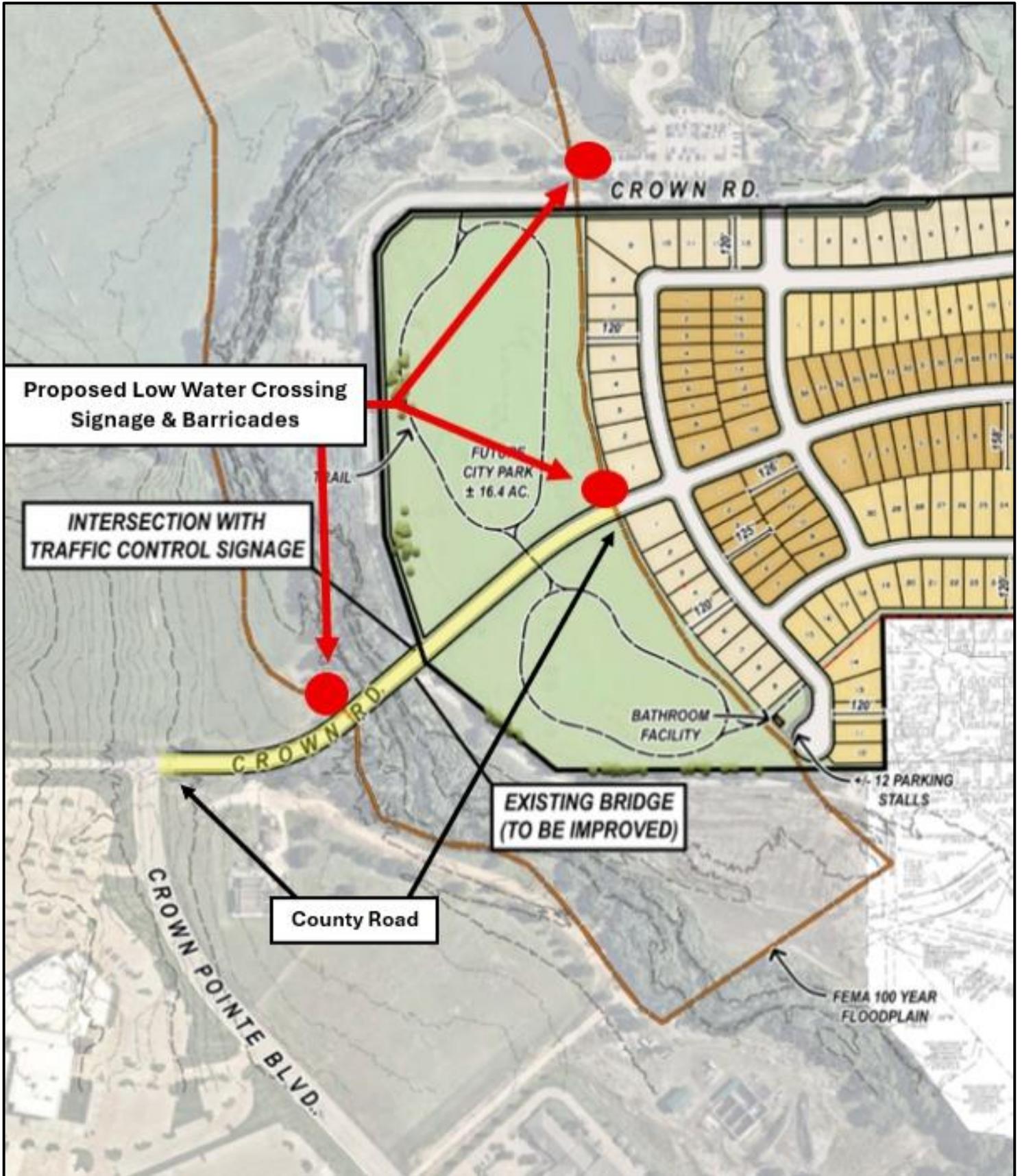


Exhibit D-2
 J.D. Towles Drive
 Improvements

Item 8.

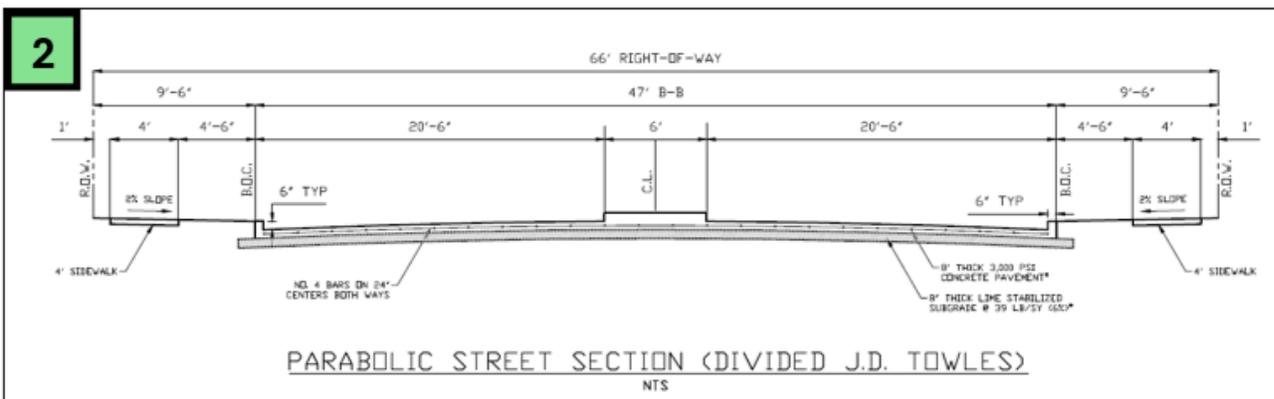
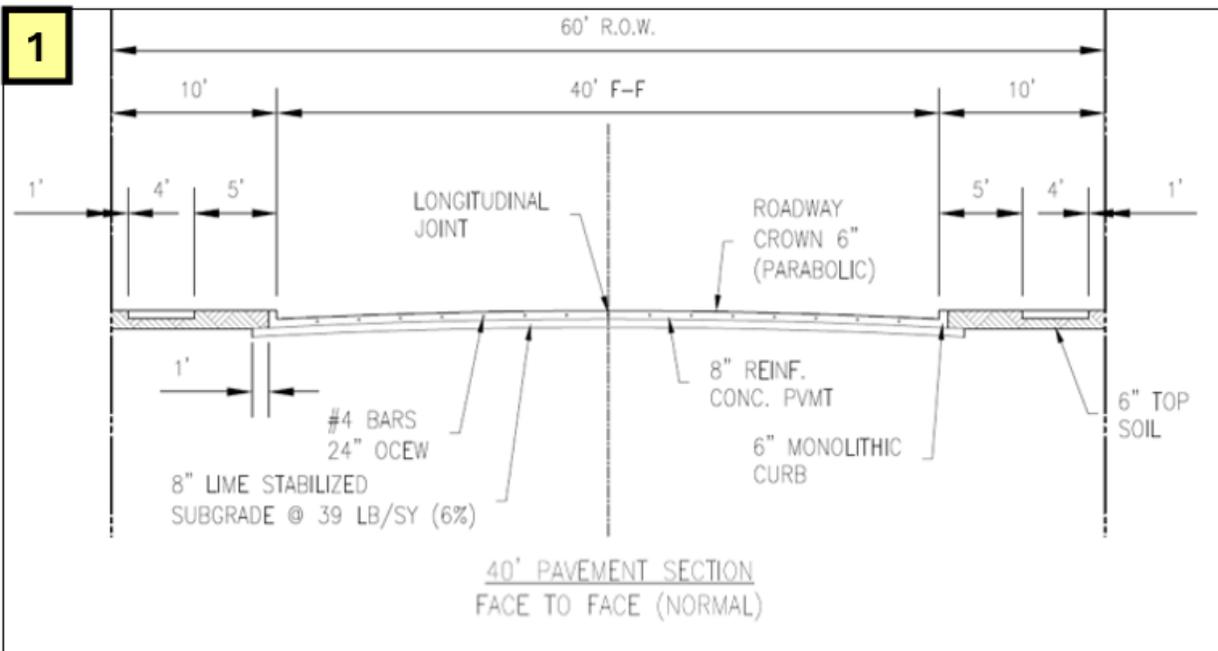
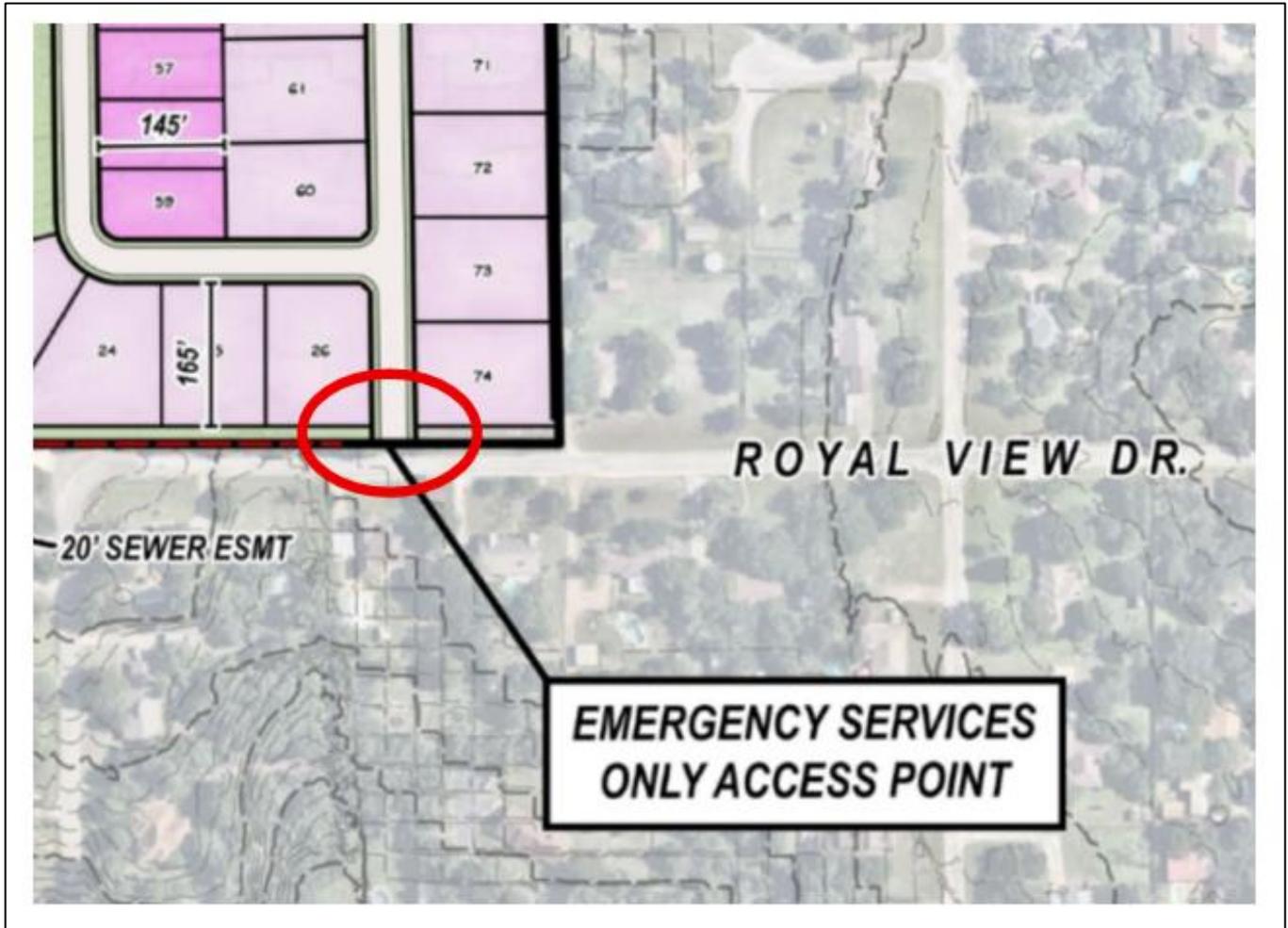
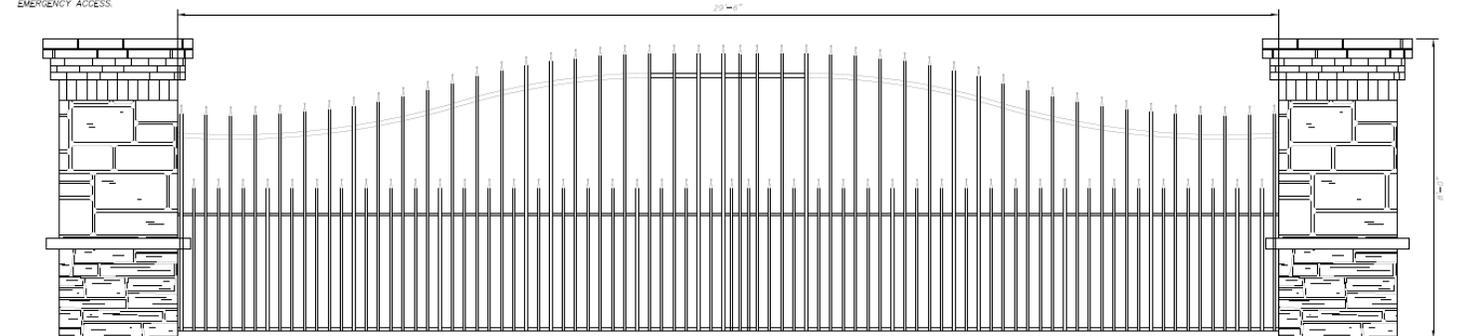


Exhibit D-3 Royal View Drive Improvements



NOTE:
INSTALL KNOX LOOK BOX FOR FIRE DEPARTMENT
EMERGENCY ACCESS.



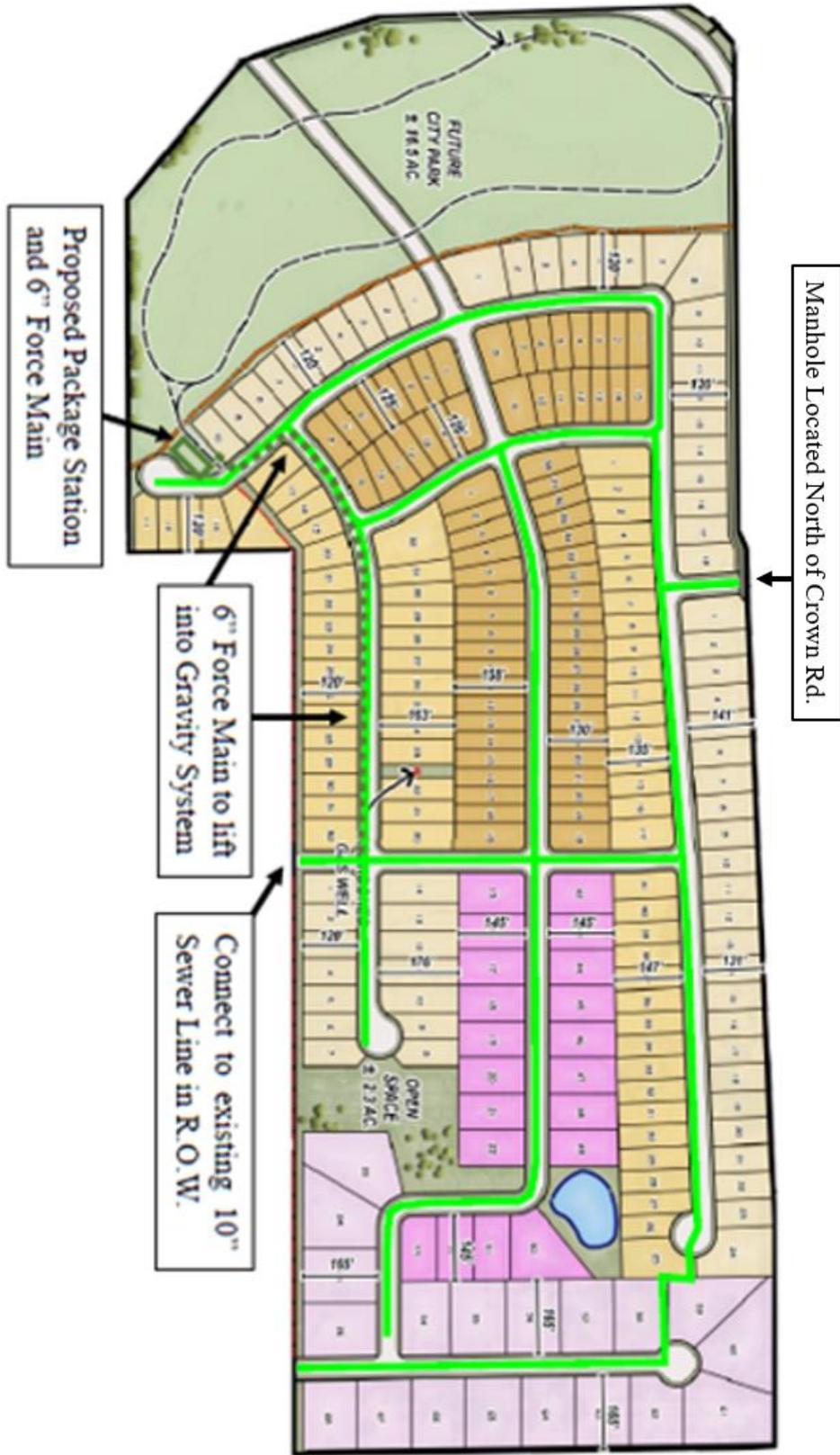
Gate Rendering is a Conceptual Illustration Only – Not Intended as Final Design

Exhibit E-1 Major Water Improvements

Item 8.



Exhibit E-2 Major Wastewater Improvements



**Exhibit F
Form of Municipal Services Agreement**

**SERVICE PLAN AGREEMENT
CLEARION DEVELOPMENT
CITY OF WILLOW PARK, TEXAS**

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

**STATE OF TEXAS §
 §
COUNTY OF PARKER §**

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Willow Park, Texas, (the "City") and Brothers in Christ Properties LLC (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Owner owns a parcel of real property of approximately 62.258 acres of real property located within the extraterritorial jurisdiction ("ETJ") of the City, described by metes and bounds in Exhibit A-2 (the "Property" located in Parker County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit "B" attached hereto; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit “B” to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City’s reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City’s codes, ordinances, regulations and policies (“Regulations”) that apply throughout the City, including the Property, may be reviewed at City Hall and at the following internet address and that the Regulations shall apply to all development of the Property <https://ecode360.com/41544446#41544451>.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences, or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

if to City: City of Willow Park
Attn: City Manager
120 El Chico Trail Suite A
Willow Park, TX 76087

Telephone: (817)441-7108

With a copy to:

Messer Fort, PLLC
Attn: Andy Messer, City Attorney
6371 Preston Road, Suite 200
Frisco, Texas 75034

if to Owner: Clearion Development

Telephone: _____

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Parker County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Parker County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4, and 10 herein.

Section 15. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without the written agreement of the Parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2026.

CITY OF WILLOW PARK

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF PARKER §

This instrument was acknowledged before me on the ____ day of _____ by _____, _____ of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.

Notary Public, State of Texas

OWNER

By: _____

Brothers In Christ, LLC

Skorburg, LLC

STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged before me on the ____ day of _____ by Brothers in Christ, LLC and Skorburg, LLC as owners of the property, in their individual capacity.

Notary Public, State of Texas

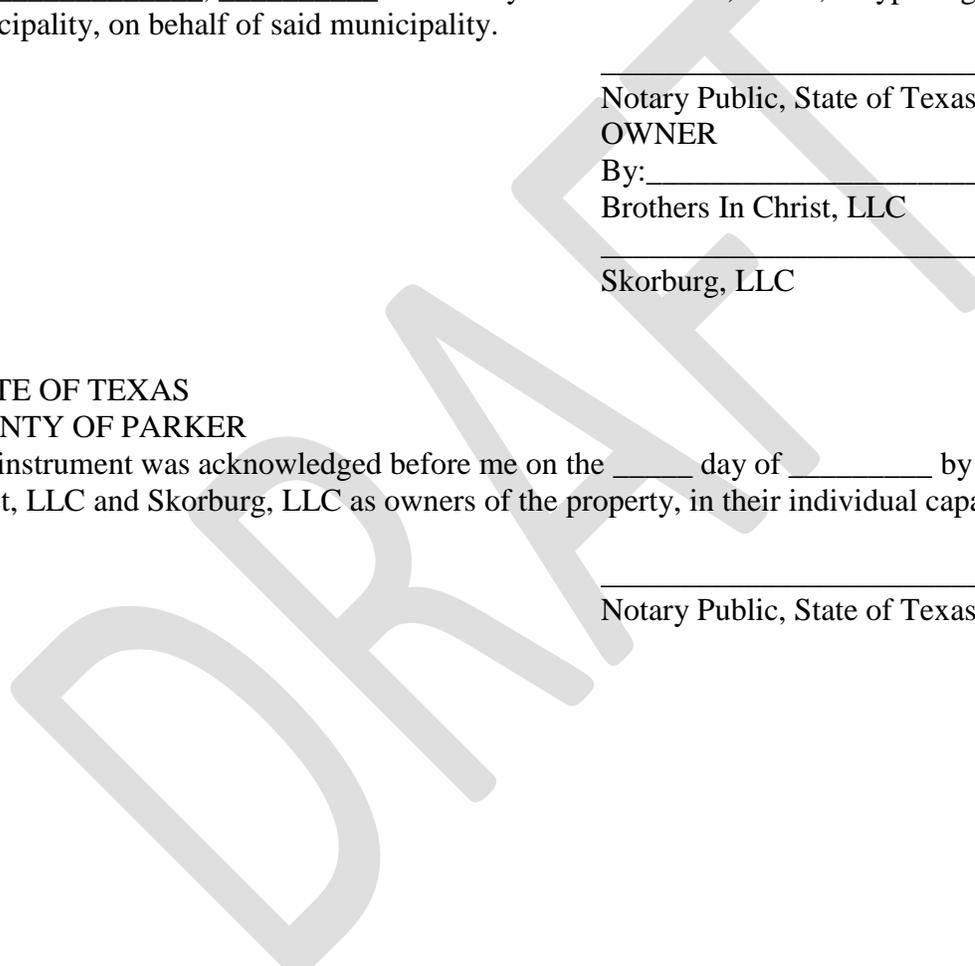


Exhibit "A" – Legal Descriptions

BEING a tract of land situated in the A. McCarver 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, 1,010.74 feet, departing said east right-of-way line, continuing with said north line, the south line of said Gary Dale Lee tract, to the northeast corner of said Tract 2 and being the approximate existing city limit line, Ordinance No. 832-21 recorded in Instrument Number 202129820, said County Records;

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S 01°02'25"W, 182.95 feet;

S 05°31'00"E, 162.72 feet;

THENCE S 08°50'22"E, passing at a distance of 32.50 feet, the southeast corner of said Tract 2, continuing with said approximate city limit line, over and across said Tract 1, for a total distance of 112.88 feet;

THENCE continuing with said approximate city limit line, over and across said Tract 1, the following bearings and distances:

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S 00°00'24"E, 135.98 feet;

S 15°44'03"W, 70.64 feet;

S 06°08'03"W, 93.82 feet;

THENCE S 00°00'40"E, 121.87 feet, to the south line of said Tract 1, 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, 1,174.20 feet, departing said existing city limit line 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 2,674,801 square feet or 61.405 acres of land more or less.

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit “B”
MUNICIPAL SERVICE PLAN FOR
CLEARION DEVELOPMENT

Upon annexation of the area identified above and as identified on Exhibit A, the City of Willow Park will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

The City of Willow Park, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection**

The City of Willow Park, Texas and its Fire Department will provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**

All water and wastewater facilities owned or maintained by the City of Willow Park at the time of the proposed annexation shall continue to be maintained by the City of Willow Park. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Willow Park to the extent of its ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Willow Park standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City’s Code of Ordinances.

4. **Solid Waste Collection**

Solid waste collection is contracted through Republic Services and commercial accounts are arranged by each account individually with the City of Willow Park. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage collection locations shall be subject to the approval of the Director of Public Works. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. **Maintenance of Roads and Streets**

Any and all public roads, streets or alleyways, with the exception of the Crown Road Improvements, shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowner association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**

In the event any publicly owned parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**

The City of Willow Park, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**

The City of Willow Park, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS

1. **Police and Fire Protection and Solid Waste Collection**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Willow Park, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water Facilities**

For the next 2 ½ years, the City of Willow Park, Texas finds and determines that there is sufficient capacity for water to provide services to the annexed areas pursuant to the City of Willow Park extension policies.

3. **Wastewater Facilities**

The City of Willow Park finds and determines that there is sufficient capacity to provide wastewater services to the annexed areas and it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexed areas.

4. **Roads and Streets**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

5. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Willow Park, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Willow Park.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

CLEARION DEVELOPMENT AGREEMENT

This Clearion Development Agreement (this “Agreement”) is entered into by and between the City of Willow Park, Texas, a general law type A municipality (the “City”), Brothers in Christ Properties LLC, a Texas limited liability company (the “Owner”), and Skorburg Acquisitions II, LLC, a Texas limited liability company (“Developer”) (each individually, a “Party,” and collectively, the “Parties”), to be effective on the Effective Date.

SECTION 1 RECITALS

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, Owner is the owner of approximately 20.301 acres of real property located within the corporate limits of the City, described by metes and bounds in Exhibit A-1 and depicted on Exhibit B-1 (the “In-City Property”) and approximately 61.405 acres of real property located within the extraterritorial jurisdiction (“ETJ”) of the City, described by metes and bounds in Exhibit A-2 and depicted on Exhibit B-2 (the “ETJ Property” and together with the In-City Property, the “Property”);

WHEREAS, the Developer has entered into a contract to purchase the Property from the Owner, and the Parties intend for all rights and obligations of Owner to be automatically assigned to the Developer upon the closing;

WHEREAS, as generally described and depicted on the Conceptual Plan, Developer intends to develop the Property as a single-family residential development with public facilities, which development will be known and referred as Clearion (the “Project”);

WHEREAS, a portion of the Property is currently located within the City’s water certificate of convenience and necessity (“CCN”), the remainder of the Property is not currently located within any water CCN, and the Property is not currently located within any sewer CCN;

WHEREAS, the City intends to apply for a water and sewer CCN for the portion of the Property outside of its CCN, and the Parties intend that the City will be the retail provider of water and sewer service to the Property;

WHEREAS, this Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code, and in exchange for the promises made by the City as provided herein, the Developer agrees to the voluntary annexation of the ETJ Property as described in this Agreement;

WHEREAS, Developer anticipates commencing development of the Project upon: (i) the execution of this Agreement, (ii) the submission and approval of a preliminary plat for the Property that is substantially consistent with the Conceptual Plan as generally depicted in Exhibit C (the “Conceptual Plan”), and (iii) the submission and approval of the plans, designs or specifications (collectively the “Construction Plans”) related to development of the Property;

WHEREAS, the Parties desire and intend for the design, construction, and installation of the Public Infrastructure to occur as a single, unified phase during the Term of this Agreement and

that Developer will dedicate to and the City will accept the Public Infrastructure for public use and maintenance, subject to the City's approval of the plans and inspection of the Public Infrastructure in accordance with this Agreement and the City Regulations;

WHEREAS, the City will require, as a condition precedent to its obligations under this Agreement, that the Developer will petition the City to annex the ETJ Property in accordance with this Agreement;

WHEREAS, the parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code;

WHEREAS, the Parties are agreeable to the ETJ Property being annexed and incorporated into the corporate boundaries of the City and to the Property being developed under the rules and regulations of this Agreement;

WHEREAS, immediately following the City's annexation of the ETJ Property, the City intends to consider zoning the Property as a planned development district (the "Clearion Planned Development District") consistent with the Development Standards set out in the Planned Development District Ordinance, and the Conceptual Plan attached hereto; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Certificate of Convenience and Necessity ("CCN") means a certificate of that name issued by the Texas Public Utility Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City Code means the Code of Ordinances, City of Willow Park, Texas.

City Council means the governing body of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, being the City Code of ordinances (including, without limitation, park dedication fees), design standards (including, without limitation, pavement thickness), and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure, the applicable construction standards (including, without limitation, international building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. The term "city regulations" does not include Impact Fees, which shall be assessed on the Property based on the Impact Fees in effect at the time of issuance of the first building permit for the Project.

Conceptual Plan means the intended conceptual plan for the development of the Project and under Willow Park Code of Ordinances Chapter 14, Sec. 14.10.004 and as generally depicted on **Exhibit C**.

Continuing Party means any party that continues to be bound by this Agreement after an authorized assignment of this Agreement as described in Section 8.1 hereof.

Developer means Skorburg Acquisitions II, LLC, a Texas limited liability company, and its successors and assigns.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the Clearion Planned Development District.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the Real Property Records of Parker County.

HOA means the Clearion Homeowners' Association, or such name as may be available with Texas Secretary of State, and its successors, which shall privately function as a homeowners' association for the Project.

Impact Fees means those fees assessed and charged against the Project for water and wastewater in accordance with this Agreement, the City Code, and Chapter 395.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Owner means Brothers in Christ Properties LLC, a Texas limited liability company.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure or public improvements necessary to serve the full development of the Project and/or to be constructed by the Developer and dedicated to the City under this Agreement, including the major improvement facilities shown on **Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit E-1, and Exhibit E-2.**

Real Property Records means the official real property (land) recordings of the Parker County Clerk's Office.

SECTION 3 **PUBLIC INFRASTRUCTURE**

3.1 Construction, Ownership, and Transfer of Public Infrastructure.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with contract specifications as required by the Willow Park Design Criteria for Water Projects and Design Criteria for Sewer Projects, and all other specifications set out in the Building Regulations in Chapter 10 of the City Code of Ordinances, and necessary related documents for the Public Infrastructure.

(b) Engineering Plans and Specifications. The Public Infrastructure shall be designed in accordance with the City Code, the City Regulations and all applicable laws by a licensed engineer retained by Developer, at Developer's sole cost and expense. The design of all Public Infrastructure shall be approved by the City in advance of the construction of same.

(c) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Public Infrastructure required for the development of the Property shall be constructed or caused to be constructed by the Developer and inspected by the City, and all applicable fees, including but not limited to water and wastewater Impact Fees (subject to the terms hereof), permit fees, and inspection fees, shall be paid in accordance with this Agreement, the City Code, the City Regulations, and any other governing body or entity with jurisdiction over the Public Infrastructure, except that in the event of a conflict, this Agreement shall rule.

(d) Procurement. The Parties agree that construction of the Public Infrastructure shall not require compliance with the Texas procurement laws as set out in the Texas Local Government Code. As of the Effective Date, the construction contracts for the construction of Public Infrastructure have not been awarded and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Public Infrastructure, Developer's engineers shall prepare, or cause the preparation of, and the City engineer shall approve, all contract specifications and necessary related documents, including the contract proposal showing the negotiated total contract price and scope of work, for the construction of any portion of the Public Infrastructure that have not been awarded.

(e) Ownership. Unless otherwise specifically set forth herein, all of the Public Infrastructure shall be owned by the City upon acceptance by the City, but only if the Public Infrastructure are designed and constructed in accordance with the City Code, the City Regulations and all applicable laws and this Agreement. Further, the Developer agrees to take any action necessary or reasonably required by the City to transfer, convey, or otherwise dedicate or to ensure the dedication of land, right-of-way, or easements for the Public Infrastructure to the City for public use.

3.2 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and sewer Public Infrastructure or any portion thereof, the City shall maintain and operate the water and sewer Public Infrastructure and provide retail water and sewer service to the Property under the same terms as other similarly located property in the corporate limits of the City. The City rates will apply after the ETJ Property is annexed in accordance with this Agreement.

(b) Upon final inspection, approval, and acceptance of the roadway and storm drainage Public Infrastructure required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related drainage improvements, as set out in Section 3.6 of this Agreement, excluding any portion of Crown Road located outside of the City corporate limits.

(c) The HOA shall maintain and operate any open spaces, trails, common areas, landscaping, screening walls, private development signage, detention basins (if any), and any other common improvements or appurtenances within the Property that are not maintained or operated by the City.

3.3 Water Facilities.

(a) Developer's General Obligations. The Developer is responsible for design, installation, and construction of all on-site water improvements necessary to serve the Property, including the major water improvements as shown on Exhibit E-1 attached hereto ("Water Improvements"). Developer shall be responsible for the dedication of any easements lying within the Property necessary for Water Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City).

(b) Timing of Developer's Obligations. The Developer shall complete in a good and workmanlike manner all Water Improvements necessary to serve the Development prior to the recordation of the final plat. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Adequate Capacity. Upon the City's approval of a preliminary plat for the Property, the Developer shall provide a capacity study to the City detailing the capacity needed to serve the lots in such plat (a "Water Capacity Study"). Subject to the City's Drought Contingency Plan, which may be amended from time to time, the City agrees to provide capacity in the existing water system necessary to provide adequate and continuous water service to the Property in the amount set forth in the Water Capacity Study and in no event less than 180,000 average gallons per day. Notwithstanding anything to the contrary, if the City provides water service to any other

property owners outside of the Property, the Developer's capacity shall not be effected or reduced as a result of such service without the prior written consent of the Developer. This Section 3.3(c) shall survive termination of the Agreement.

(d) CCN. The Developer agrees to cooperate with the City in the City's CCN application to serve retail water service to the Property. The City agrees to provide the Developer: (i) a copy of its CCN application to the Public Utility Commission of Texas, and (ii) monthly status reports throughout the CCN application and approval process, including notice of any application deficiencies. In the event this Agreement is terminated pursuant to Sections 5.1 or 5.2 or any portion of the Property is disannexed from the City pursuant to Sections 5.1 or 5.2 hereof, the City agrees to cooperate with the Developer to promptly release the CCN or transfer the CCN to another utility provider, at the discretion of the Developer. This Section 3.3(d) shall survive termination of the Agreement.

3.4 Wastewater Facilities.

(a) Developer's General Obligations. The Developer is responsible for the design, installation, and construction of the on-site wastewater improvements necessary to serve the Property including the major wastewater improvements as shown on Exhibit E-2 attached hereto (the "Wastewater Improvements"). Developer shall be responsible for the dedication of any easements lying within the Property necessary for Wastewater Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City) for all development.

(b) Timing of Developer's Obligations. The Developer shall complete in a good and workmanlike manner all Wastewater Improvements necessary to serve the Project prior to the recordation of the final plat. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Adequate Capacity. Upon the City's approval of a preliminary plat for the Property, the Developer shall provide a capacity study to the City detailing the capacity needed to serve the lots in such plat (a "Wastewater Capacity Study"). The City agrees to provide capacity in the existing wastewater system, including wastewater treatment, necessary to provide adequate and continuous wastewater service to the Property in the amount set forth in the Wastewater Capacity Study and in no event less than 84,000 average gallons per day. Notwithstanding anything to the contrary, if the City provides wastewater service to any other property owners outside of the Property, the Developer's capacity shall not be effected or reduced as a result of such service without the prior written consent of the Developer. This Section 3.4(c) shall survive termination of the Agreement.

3.5 Water and Wastewater Services.

(a) Maintenance and Operation. Upon acceptance by the City of all or any the water and wastewater facilities described herein, the City shall operate or cause to be operated said water and wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required by State law, subject to the maintenance bond provided by Developer in place for two (2) years

after the City's final acceptance of the Public Infrastructure. Upon acceptance by the City, the City shall at all times maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same, subject to the maintenance bond which shall pay for and maintain the Public Infrastructure for the two year period stated herein.

3.6 Roadway Facilities and Drainage Improvements.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property, including the Roadway Improvements (hereinafter defined), which includes road maintenance bonds effective for a period of no less than two (2) years. The design of all onsite roadway facilities shall be approved by the City in advance of the construction of same.

(b) Crown Road Improvements. Developer intends to construct or cause the construction of improvements to the existing Crown Road bridge and the related roadway extension connecting to the Property, including the installation a 3-way intersection with traffic control signage on Crown Road as shown on Exhibit D-1 and an emergency flood gate and any other necessary flood alert signage or flashing warning lights agreed to between the Developer and Parker County (the "Crown Road Improvements"). The portion of the Crown Road Improvements extending outside of the City's existing corporate limits shall be considered private improvements and upon completion, the private Crown Road Improvements will be owned and maintained by the HOA; provided, however, the private Crown Road Improvements shall be constructed in accordance with the City Regulations, ordinances, and city standards. The portion of the Crown Road Improvements extended within the Property boundary and within the City corporate limits shall be conveyed to the City for ownership and maintenance in conformance with roadway facility standards contained herein.

(c) J.D. Towles Drive Improvements. The Developer shall construct or cause construction of the continuation of J.D. Towles Drive as a sixty (60') foot right-of-way and street section to match The Reserves at Trinity Phase 2 construction plans, including a six foot (6') bike lane for the onsite portion from the southern point of connection with The Reserves at Trinity extending through the Property to the northernmost connection point to Crown Road as shown on Exhibit D-2 attached hereto (the "J.D. Towles Drive Improvements").

(d) Royal View Drive Improvements. Developer shall construct or cause construction of an electronic emergency access gate at the southeast connection point to Royal View Drive as shown on Exhibit D-3 (the "Royal View Drive Improvements" and collectively with the Crown Road Improvements and the J.D. Towles Drive Improvements, the "Roadway Improvements"). Control of access to the Royal View Drive Improvements will be granted to the City for emergency personnel use only and a Knox Box (rapid access key lock box) shall be installed at the expense of the Developer. There shall be no ingress or egress from the residents of the development from this entry point, and the HOA shall expressly restrict access to emergency personnel only within the Declaration of Covenants, Conditions and Restrictions of the Project to be recorded in Parker County and enforceable by the City.

(e) Timing of General Obligations. Prior to the recordation of any final plat for the Project, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related improvements necessary to serve the Project in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance, subject to the maintenance bond provided by Developer in place for two (2) years after the City's final acceptance of the Public Infrastructure.

3.7 Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof. Any detention basins, if needed, will be privately owned and maintained by the HOA. Prior to the recordation of any final plat for the development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve the development. Upon inspection, approval and acceptance, City shall maintain and operate the drainage improvements for the Property, subject to the maintenance bond provided by Developer in place for two (2) years after the City's final acceptance of the Public Infrastructure.

SECTION 4 **CHARGES AND FEES**

4.1 Charges and Fees.

(a) Development, Review, Permit, and Inspection Fees. For the first five (5) years following the Effective Date of this Agreement, development of any portion of the Property shall be subject only to payment to the City of the applicable fees according to the City's Development Services Fee Schedule adopted and in effect on the Effective Date, including without limitation fees relating to platting, zoning requests, permitting, and any other charges and fees not expressly exempted or altered by the terms of this Agreement. Beginning in the sixth (6th) year after the Effective Date of this Agreement, development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the then-current City Development Services Fee Schedule, City Code or City Regulations.

(b) Impact Fees. The Parties agree that all Impact Fees charged or assessed against the Property shall be at the rates set forth in the City Regulations and shall be due and by homebuilders or other builders of vertical improvements permitted hereunder in accordance with the requirements of Chapter 395, City Code, and City Regulations. The City acknowledges that it cannot assess roadway Impact Fees on properties within its ETJ, including the ETJ Property, and that regardless of annexation status of all or any portion of the ETJ Property pursuant to this Agreement, the City shall not assess roadway Impact Fees against the ETJ Property. The Developer recognizes that certain portions of the Impact Fees imposed by the City for water represents a payment obligation from the City to the City of Fort Worth.

(c) Parkland Dedication and Park Improvements. The Developer agrees to dedicate approximately 16 acres (but in no event less than 15 acres) of parkland to the City shown as "Future City Park" on the Conceptual Plan attached hereto (the "Park Dedication Land"). The Parties acknowledge that the depiction of the Park Dedication Land on **Exhibit C** attached hereto is conceptual in nature and is subject to final design and engineering. The sizes and locations of

the Park Dedication Land will be determined pursuant to the City's platting or zoning processes and shall not require an amendment to **Exhibit C** attached to this Agreement. In exchange for the dedication of the Park Dedication Land, Developer shall be deemed to have satisfied all applicable parkland dedication requirements or fees required in lieu thereof, as well as any park development fees or park impact fees that may now or hereinafter be enacted by the City, including any related community development fee or similar fee, by whatever name, enacted by the City now or in the future. Within the Park Dedication Land, the Developer shall construct or cause construction of (i) a 10-foot-wide concrete trail looping along the boundary of the Park Dedication Land with an adjacent meandering dirt trail for biking, (ii) a minimum of 10 parking stalls to be constructed along the southwest cul-de-sac adjacent to the Park Dedication Land, and (iii) a permanent restroom facility within a relatively close proximity to the parking stalls (collectively, the "**Park Improvements**"). Upon completion, the Park Improvements will be dedicated to and accepted by the City as part of the Park Dedication Land for public use. The Park Improvements will be privately maintained by the HOA. The City agrees to provide the HOA with all necessary easements for the HOA to maintain the Park Improvements.

SECTION 5

ANNEXATION AND ZONING MATTERS; CONCEPTUAL PLAN

5.1 **Annexation into City.** This Agreement constitutes a request by the Owner for voluntary annexation of the ETJ Property into the corporate limits of the City. The City agrees, in accordance with applicable statutory requirements, to take all steps necessary to complete and approve annexation of the ETJ Property into the corporate limits of the City (the "**Annexation**") within sixty (60) days of the date the Effective Date of this Agreement. The draft municipal services agreement ("Municipal Services Agreement") in form attached as **Exhibit F** is acceptable to Owner, Developer and the City and shall be submitted to the City Council for approval at the same meeting the City Council considers Annexation of the ETJ Property. In the event that the ETJ Property is not annexed within the time required above, the Developer and Owner shall have the right to terminate the Agreement, and upon termination of the Agreement, neither the City, Owner, nor the Developer shall have any liability to one another because of such termination. The Developer acknowledges receipt of the following written disclosure as required by Local Government Code Section 212.172(b-1) and (b-2): **Developer understands that it is not required to enter into this Agreement. The City is annexing the ETJ Property described herein (the "Annexed Property") on a request by Developer and/or the owners of the ETJ Property, as the owner of the Annexed Property, to annex the Annexed Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Developer shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement in the form of **Exhibit F** applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of general circulation in the area and public notice on the City's website; (d) the City will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Annexed Property area; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Annexed Property. The annexation of the Annexed Property, and the procedures applicable to the annexation, require the Developer's**

consent. The City, by entering into the Municipal Services Agreement in the form of Exhibit E, has waived its immunity to suit, pursuant to Section 212.172 of the Local Government Code.

5.2 Zoning.

(a) Prior to the Effective Date of this Agreement, the Developer has caused the delivery of an application to zone the Property as the Clearion Planned Development District consistent with the Concept Plan attached hereto (the "Zoning Application"). The Zoning Application shall be deemed submitted on the Effective Date of this Agreement. The City shall make every effort to process the Zoning Application concurrently with the Annexation. In the event of a conflict between this Agreement and any zoning ordinance adopted by the City Council relating to the ETJ Property (including without limitation the City's zoning ordinance under the City Regulations (the "Zoning Ordinance"), this Agreement will prevail. Regardless of how the City zones the ETJ Property, and notwithstanding anything to the contrary in the Zoning Ordinance or other City ordinances, rules or regulations, the ETJ Property shall be governed by and may be used and developed in accordance with the Concept Plan attached hereto, and all other terms of this Agreement at all times during the Term of this Agreement.

(b) Should the City fail to grant approval of the Clearion Planned Development District applicable to the ETJ Property that is any way more restrictive than the Zoning Application or the Concept Plan attached hereto, Developer shall have the right to terminate this Agreement with Notice to the City. Upon termination, the Parties will have no further liability to each other except as follows: Within thirty (30) days following delivery of such termination Notice, the City shall: (i) disannex the ETJ Property from the City and (ii) be deemed to have consented to the formation of a municipal utility district or similar utility or improvement district created by special act of the Texas Legislature, TCEQ, or the Parker County Commissioners Court. The City agrees, at no cost to the City, to consider such further resolutions or ordinances and execute such further documents as may reasonably be requested by Developer, the TCEQ, the Texas Attorney General, or the applicable district to evidence the City's consents as set forth in this Agreement and in any consent resolution consenting to a district.

5.3 Gas Well Setbacks.

(a) The drilling and production of oil and gas within the Property shall not be permitted on the surface of the Property.

5.4 Conceptual Plan. As consideration for the City's obligations under this Agreement, the Developer agrees that the development and use of the Property including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards and in general conformance with the Conceptual Plan as determined by the City. Any amendment to the Conceptual Plan attached hereto that is approved by the City Council pursuant to the City's platting or zoning processes shall be considered an amendment to this Agreement. Notwithstanding anything to the contrary, the City Manager may administratively approve minor amendments to the Conceptual Plan limited solely to: (a) adjustments to the street network and layout, including the addition or removal of a roadway

as supported by a traffic impact analysis; (b) changes as a result of a finding or determination by a governmental authority; and (c) adjustments to the boundaries and area of any undeveloped areas on the Conceptual Plan by up to a cumulative amount of twenty-five percent (25%) for each land use area. If the City Manager deems an amendment not to be minor in nature in their reasonable discretion, the proposed amendments to the Conceptual Plan shall be processed in accordance with the City Code and/or City Regulations.

SECTION 6 **ADDITIONAL OBLIGATIONS AND AGREEMENTS**

6.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement, Developer shall be solely responsible for the construction of all Public Infrastructure. The on-site and off-site Public Infrastructure and all other related improvements will be considered a City project, and the City will own all such Public Infrastructure upon completion and acceptance.

6.2 Mandatory Homeowners' Association. Developer will, in a manner acceptable to the City and no later than the date of the sale of the first lot, create the HOA, which shall be mandatory and shall levy and collect from property owners' annual fees in an amount calculated to maintain the certain right-of-way irrigation systems, raised medians and other right-of-way landscaping, and screening walls within the Project. Common areas, including, but not limited to, all landscaped entrances to the Project and right-of-way landscaping and signage, shall be maintained solely by the HOA. Maintenance of public rights-of-way, landscaping, and signage by the HOA shall comply with City Code and/or City Regulations and shall be subject to oversight by the City.

6.3 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Conceptual Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

6.4 Compliance with City Regulations and City Code. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations and City Code unless expressly stated to the contrary in this Agreement. City Regulations and City Code shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement. It is expressly understood and the Parties agree that City Regulations and City Code applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, international codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City.

6.5 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, traffic control

devices or signs, and all other required improvements, at no cost to the City except as expressly provided in this Agreement, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations and/or City Code unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents, including a Traffic Impact Analysis ("TIA") at the time of platting as required by City Regulations and/or City Code and as required by this Agreement. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No final plat may be recorded in the Real Property Records until construction of all Public Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City. Notwithstanding anything to the contrary, a final plat may be submitted to the City for review and approval prior to completion of construction of any Public Infrastructure if the Developer provides the City with applicable payment bonds and performance bonds acceptable to the City.

6.6 Early Grading Permit. Upon written request from Developer (or its contractor or builder), the City Engineer or Public Works Director shall approve early grading prior to approval of a final plat for all or a portion of the Property provided the following conditions are met: (i) a final plat application has been submitted and accepted but the final plat is not yet approved and/or filed of record; (ii) all erosion control best management practices (as determined by Developer's engineer) are installed prior to starting the grading operation; (iii) Developer or its contractor or builder has obtained a Storm Water Pollution Prevention Plan (SWPPP) permit; and (iv) the following items have been submitted to the City: (a) notification of grading, (b) erosion control plan, (c) a detailed grading and drainage/flood study, and, (d) an "at risk letter" whereby Developer agrees that any early grading work that occurs shall be done at Developer sole and absolute risk.

6.7 Bonds. For each construction contract for any part of the Public Infrastructure, Developer, or Developer's contractor, must execute a performance bond, payment bond and maintenance bond in accordance with applicable City Regulations and/or City Code, which shall name the City and the Developer as a beneficiary: (a) Performance Bond: The Developer shall provide to the City a performance bond in an amount equal to 100 percent of the total contract price (between the Developer and Prime Contractor) guaranteeing the full and faithful execution of the work and for the protection of the City against any improper execution of the work or the use of inferior materials; (b) Payment Bond: A good and sufficient payment bond in an amount equal to 100 percent of the total contract price (between the Developer and Prime Contractor) guaranteeing the payment of all labor, material, and equipment used in the construction of the Public Infrastructure. (c) Maintenance Bond: The Developer shall provide the City a maintenance bond in an amount equal to 100 percent of the total cost of the maintenance improvements that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance by the City of the Public Infrastructure constructed under such contract.

6.8 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including without limitation water, wastewater/sanitary sewer, drainage, roads, streets, alleys, public park facilities, electrical, streetlights, and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Developer has met its obligations to provide for required Public Infrastructure necessary to serve such portion according to the approved engineering plans and City Regulations and until such Public Infrastructure is operational and has been dedicated to and accepted by the City. Acceptance by the City shall not be unreasonably withheld, conditioned, or delayed.

(b) Acceptance; Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of Public Infrastructure by the City shall be evidenced in writing issued by the City Manager or his designee.

(c) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, all development related permits issued for the Project, including the Preliminary Plat, shall remain valid for a period of at least two years and shall not thereafter expire so long as progress has been made toward completion of the Project. Upon recordation of the final plat for the Project, if applicable, the Preliminary Plat shall remain valid for the duration of this Agreement as long as progress toward completion of the Project is being made.

6.9 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance

shall: (i) be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification. All policies shall be endorsed to waive the right of subrogation against the City.

6.10 INDEMNIFICATION and HOLD HARMLESS. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE “RELEASED PARTIES”), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY’S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, “CLAIMS”), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY’S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION.** DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY’S SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF DEVELOPER AND THE CITY, DEVELOPER’S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO DEVELOPER’S OWN PERCENTAGE OF RESPONSIBILITY. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY’S RELIANCE UPON DEVELOPER’S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY’S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING THAT ANY PROVISION OR STATEMENT IN THIS AGREEMENT CONFERS OR POTENTIALLY CONFERS ANY BENEFIT OR THING

OF VALUE TO OWNER THAT IS INVALID, ILLEGAL, UNLAWFUL OR THAT THE CITY IS NOT LEGALLY PERMITTED TO CONFER TO OWNER UNDER THIS AGREEMENT.

6.11 Status of Parties. At no time shall the City have any control over or charge of Developer's design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

6.12 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date. Notwithstanding anything in Chapter 245 or this Agreement to the contrary, and unless otherwise agreed by Developer, the City's master thoroughfare plan in effect on the Effective Date shall govern for the duration of the Project.

6.13 Legislative Discretion. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement. Except as otherwise permitted by law, nothing contained in this Agreement shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's and/or the Planning and Zoning Commission's legislative discretion.

6.14 Statutory Verifications. The Developer and Owner make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer or Owner (as applicable) within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer and Owner each represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each of the Developer and Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

6.15 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

SECTION 7 **EVENTS OF DEFAULT; REMEDIES**

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

SECTION 8 **ASSIGNMENT; ENCUMBRANCE**

8.1 Assignment. The obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable by Developer or a Continuing Party, in whole or in part, without the prior written consent of, but upon written notice to, the City. An assignee shall be considered a “Party” for the purposes of this Agreement. Each assignment shall be in writing executed by Developer, or the Continuing Party, and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer, or the Continuing Party, shall release Developer, or the Continuing Party, from any liability that resulted from an act or omission by Developer, or the Continuing Party, that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer, or the Continuing Party, shall maintain written records of all assignments made by Developer, or the Continuing Party, to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party’s sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a “Party” for the purposes of this Agreement. With the exception of: (a) the City, (b) an End User, (c) a purchaser of a Fully Developed and Improved Lot, any person or entity upon becoming an owner of land within the Property or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Developer” and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.3 Third Party Beneficiaries. Except as otherwise provided herein and except for an authorized Continuing Party, this Agreement inures to the benefit of, and may only be enforced by, the Parties, including an authorized assignee of Developer. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

8.4 Notice of Assignment. Subject to Section 8.1 and Section 8.2 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City to the extent required under Section 8.1 or Section 8.2 at least 15 business days in advance of any such sale, assignment, transfer, or other conveyance; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 9
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Owner, the Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

9.2 Estoppel Certificates. From time to time, upon written request of Owner, Developer or any future owner, and upon the payment to the City of a \$100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 10
GENERAL PROVISIONS

10.1 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty (30) years after the Effective Date (the "Original Term"). Upon expiration of the Original Term, the City shall have no obligations under this Agreement with the exception of maintaining and operating the Public Infrastructure dedicated to the City.

10.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) Developer’s consent and acceptance of this Agreement is not an exaction or a concession demanded by the City, but is an undertaking of Developer’s voluntary design to ensure consistency, quality, and adequate public improvements that will benefit the Property;

(d) the Public Infrastructure will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council’s legislative discretion or functions with respect to any matters not specifically addressed in this Agreement; and

(f) this Agreement is a development agreement under Section 212.172, Texas Local Government Code.

10.4 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: City of Willow Park, Texas
Attn: City Manager
120 El Chico Trail, Suite A
Willow Park, Texas 76087

With a copy to: Messer Fort
Attn: Andy Messer
6371 Preston Road, Ste. 200
Frisco, Texas 75034

To the Owner: Brothers in Christ Properties LLC
Attn: Bryson Adams
2121 McClendon Road
Weatherford, Texas 76088

To the Developer: Skorburg Acquisitions II, LLC
 Attn: Bryan Holland
 8214 Westchester Drive, Suite 900
 Dallas, Texas 75225

With a copy to: Winstead PC
 Attn: Ross Martin
 2728 N. Harwood St., Suite 500
 Dallas, Texas 75201

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

10.5 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.6 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

10.8 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, or any party that may be construed to be a third-party beneficiary to this Agreement.

10.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.10 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Parker County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Parker County District Court.

10.11 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

10.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation: acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, acts or orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, quarantine, viral outbreaks, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or other acts, events, causes, or circumstances not within the reasonable control of the Party claiming such inability and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care. A Party that has claimed the right to temporarily suspend its performance shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the

Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

10.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.16 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit A-1 Metes and Bounds Description of the In-City Property
- Exhibit A-2 Metes and Bounds Description of the ETJ Property
- Exhibit B-1 Depiction of the In-City Property
- Exhibit B-2 Depiction of the ETJ Property
- Exhibit C Conceptual Plan
- Exhibit D-1 Crown Road Improvements
- Exhibit D-2 J.D. Towles Drive Improvements
- Exhibit D-3 Royal View Drive Improvements
- Exhibit E-1 Major Water Improvements
- Exhibit E-2 Major Wastewater Improvements
- Exhibit F Form of Municipal Services Agreement

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF WILLOW PARK

By: _____
Name: Teresa Palmer
Title: Mayor

ATTEST

Name: Deana McMullen
Title: City Secretary

APPROVED AS TO FORM

Name: Wm. Andrew Messer
Title: City Attorney

STATE OF TEXAS §
COUNTY OF PARKER §

This instrument was acknowledged before me on this ____ day of _____ 2026, by Theresa Palmer, Mayor of the City of Willow Park, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

OWNER:

BROTHERS IN CHRIST PROPERTIES LLC,
a Texas limited liability company

By: _____
Bryson Adams, Managing Member

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2026, by Bryson Adams, Managing Member of Brothers in Christ Properties LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

[SEAL]

DEVELOPER:

Skorburg Acquisitions II, LLC
a Texas limited partnership

By: _____
Name: Adam Buczek, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, on the ___ day of _____, 2026, by Adam Buczek, Manager of Skorburg Acquisitions II, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

[SEAL]

Exhibit A-1
Description of the In-City Property

BEING a tract of land situated in the M. Edwards Survey, Abstract Number 1955, and the A. McCarver Survey, Abstract Number 910, 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, of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Tract 1, being the southwest corner of Lot 17, Block 1 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records, and being in the north right-of-way line of Royal View (a 60' right-of-way) dedicated in said Willow Wood Addition;

THENCE S 89°58'59"W, 829.29 feet, with the north line of said Willow Wood and the south line of said Tract 1 to the approximate existing city limit line, Ordinance No. 832-21 recorded in Instrument Number 2021129820, said County Records;

THENCE departing said common line, with the approximate existing city limit line, over and across said Tract 1, the following bearings and distances:

N 00°00'40"W, 121.87 feet;

N 06°08'03"E, 93.82 feet;

N 15°44'03"E, 70.64 feet;

N 00°00'24"W, 135.98 feet;

N 26°32'15"W, 100.00 feet;

THENCE N 08°50'22"W, passing at a distance of 80.37 feet, the southeast corner of said Brothers in Christ Properties, LLC herein after referred to as (Tract 2), recorded in Instrument Number D202425676, said County Records, continuing for a total distance of 112.88 feet, with said approximate city limit line, to the north line of said Tract 1;

THENCE N 05°31'00"W, 162.72 feet, continuing with said common line and the east line of said Tract 2;

THENCE N 01°02'25"E, 182.95 feet, continuing with said common line;

THENCE N 02°30'51"W, 80.23 feet, to the northeast corner of said Tract 2, the south line of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records;

THENCE N 87°29'58"E, 363.64 feet, with said north line to the southeast corner of said Gary Dale Lee tract, being the southwest corner of Lot 1, Block 7 of Squaw Creek Estates West, an addition to the City of Willow Park, recorded in Cabinet A, Slide 144, said County Records;

THENCE S 89°55'46"E, 498.71 feet, with the west line of said Squaw Creek Estates West to the northeast corner of said Tract 1 and being in the west line of Lot 17, Block 1 of said Willow Woods;

THENCE S 00°51'55"E, 1,060.30 feet, with the east line of said Tract 1 and the north line of said Willow Wood to the **Point of Beginning** and containing 884,311 square feet or 20.301 acres of land more or less.

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit A-2
Description of the ETJ Property

BEING a tract of land situated in the A. McCarver 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, 1,010.74 feet, departing said east right-of-way line, continuing with said north line, the south line of said Gary Dale Lee tract, to the northeast corner of said Tract 2 and being the approximate existing city limit line, Ordinance No. 832-21 recorded in Instrument Number 202129820, said County Records;

THENCE departing said common line, continuing with said north line, the east line of said Tract 2, and said approximate city limit line the following bearings and distances:

S 02°30'51"E, 80.23 feet;

S 01°02'25"W, 182.95 feet;

S 05°31'00"E, 162.72 feet;

THENCE S 08°50'22"E, passing at a distance of 32.50 feet, the southeast corner of said Tract 2, continuing with said approximate city limit line, over and across said Tract 1, for a total distance of 112.88 feet;

THENCE continuing with said approximate city limit line, over and across said Tract 1, the following bearings and distances:

S 26°32'15"E, 100.00 feet;

S 00°00'24"E, 135.98 feet;

S 15°44'03"W, 70.64 feet;

S 06°08'03"W, 93.82 feet;

THENCE S 00°00'40"E, 121.87 feet, to the south line of said Tract 1, 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;

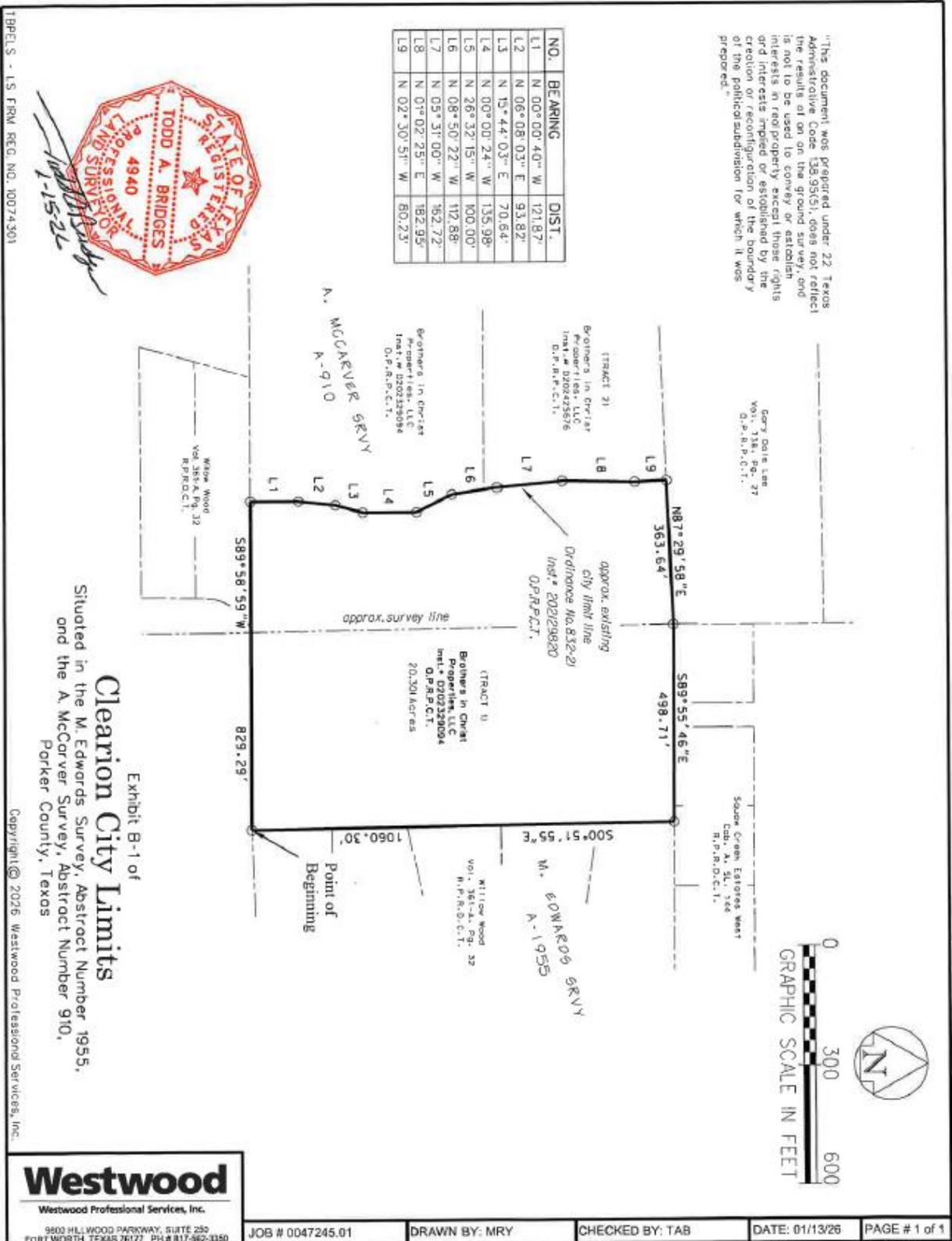
THENCE S 89°59'02"W, 1,174.20 feet, departing said existing city limit line to the north line of Lot 2R, Block 11 of The Reserves at Trinity, an addition to the City of Willow Park, recorded in Cabinet E, Slide 726, said County Records;

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

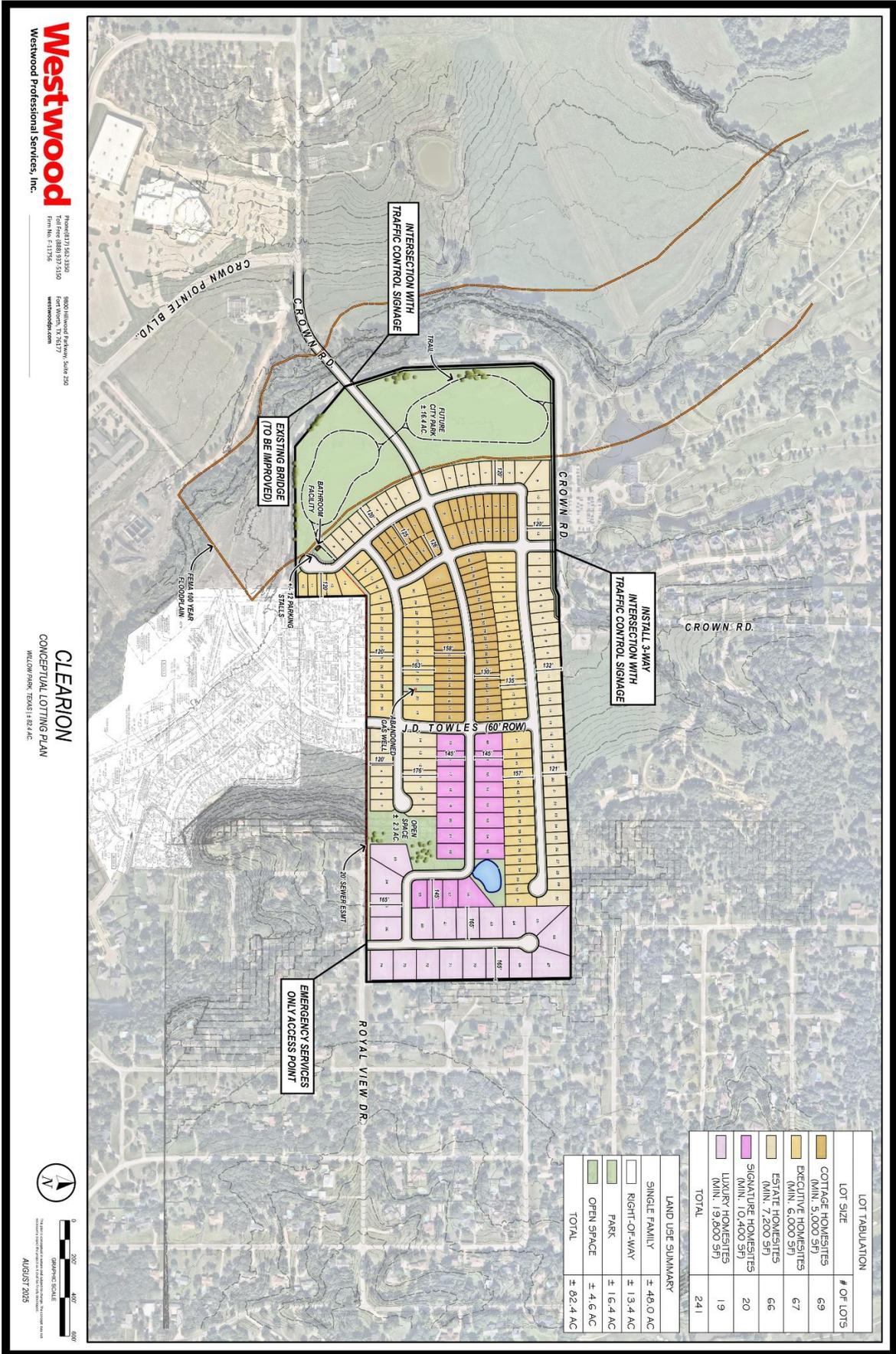
THENCE S 89°44'32"W, 780.91 feet, to the **Point of Beginning** and containing 2,674,801 square feet or 61.405 acres of land more or less.

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit B-1 Depiction of the In-City Property



<p>Westwood Westwood Professional Services, Inc.</p>	JOB # 0047245.01	DRAWN BY: MRY	CHECKED BY: TAB
9800 HILLWOOD PARKWAY, SUITE 250 FORT WORTH, TEXAS 76177 PH: 817-962-3150			
H:\0050267.00\06 CAD\006\Survey\Exhibit\0050267.00_E12.dgn		Default	DATE: 01/13/26 PAGE # 1 of 1 1/13/2026 12:41:20 PM



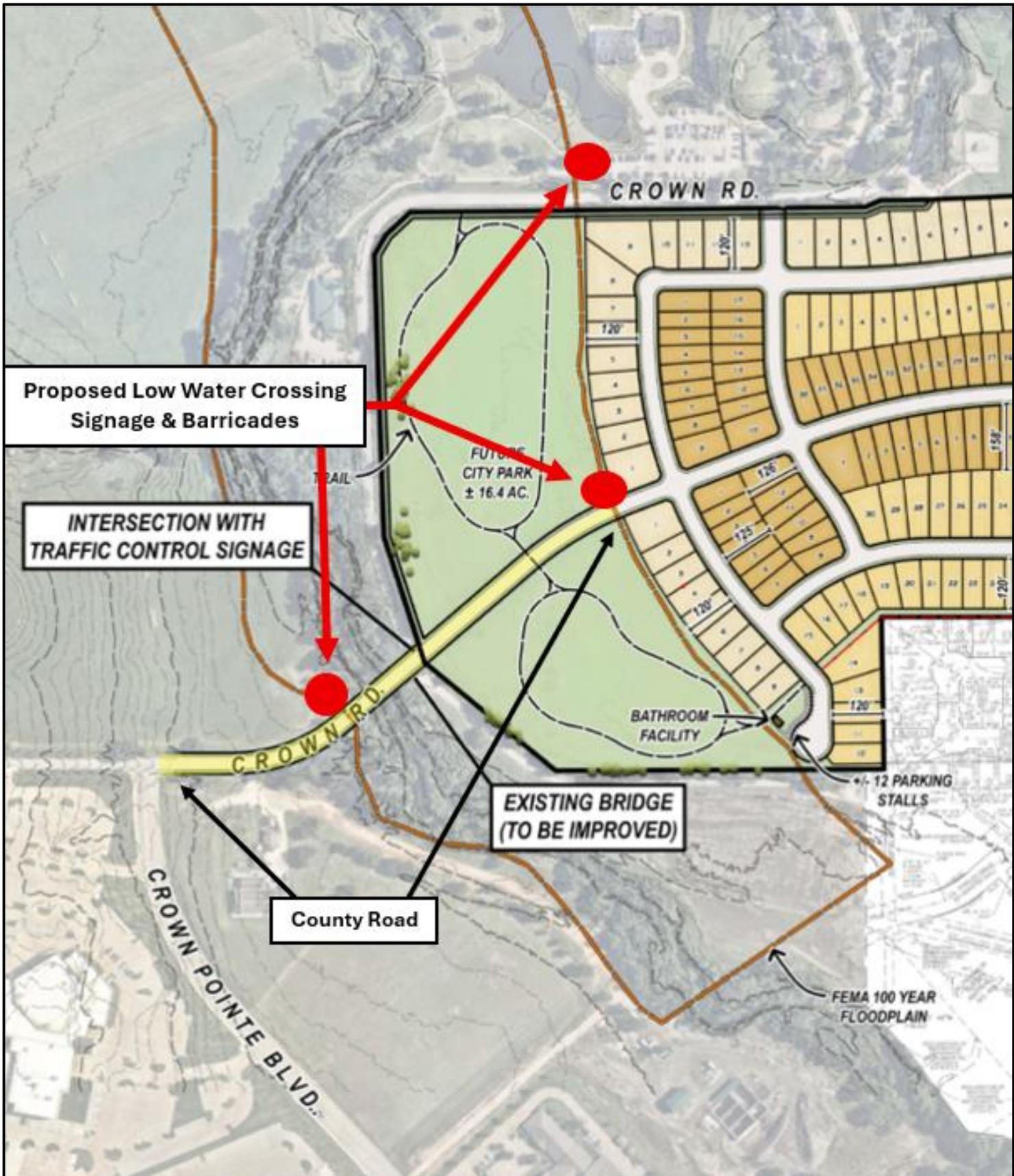
Westwood
Westwood Professional Services, Inc.

PHONED 17 562.3300
TEL FEE 888.937.5100
FAX 562.331.9500
WWW.WESTWOODPROF.SERVICES.COM

58000 Hillwood Parkway, Suite 200
Fort Worth, TX 76177
westwood@westwoodprofs.com

CLEARION
CONCEPTUAL LOTTING PLAN
WILLOW PARK, TEXAS IS 82.4 AC

0 200' 400'
GRAPHIC SCALE
AUGUST 2025



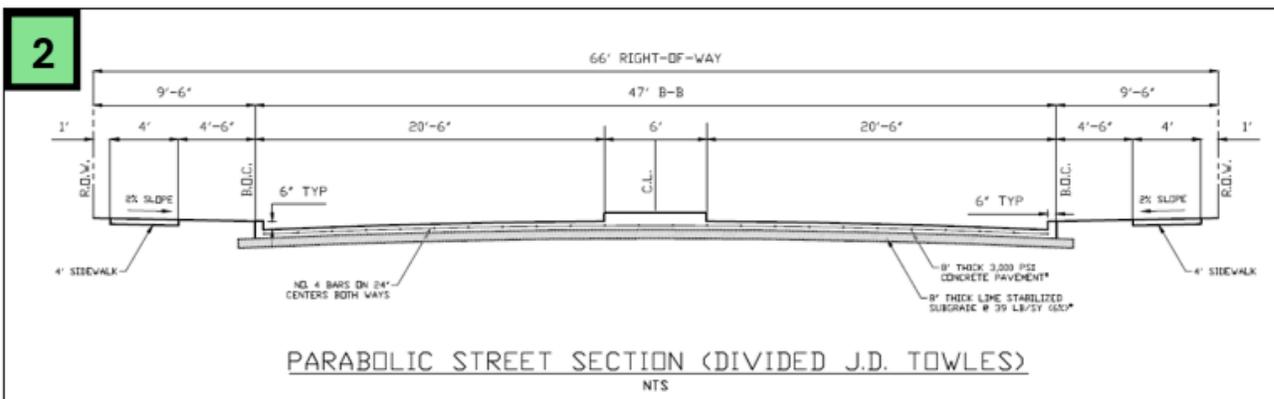
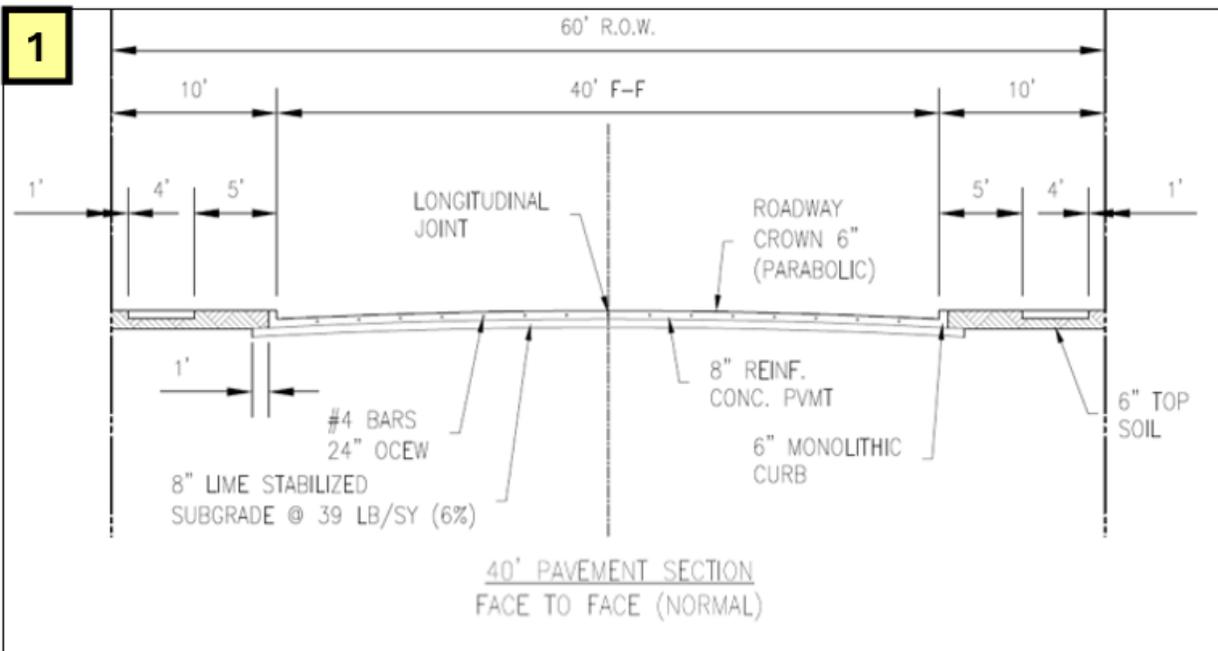
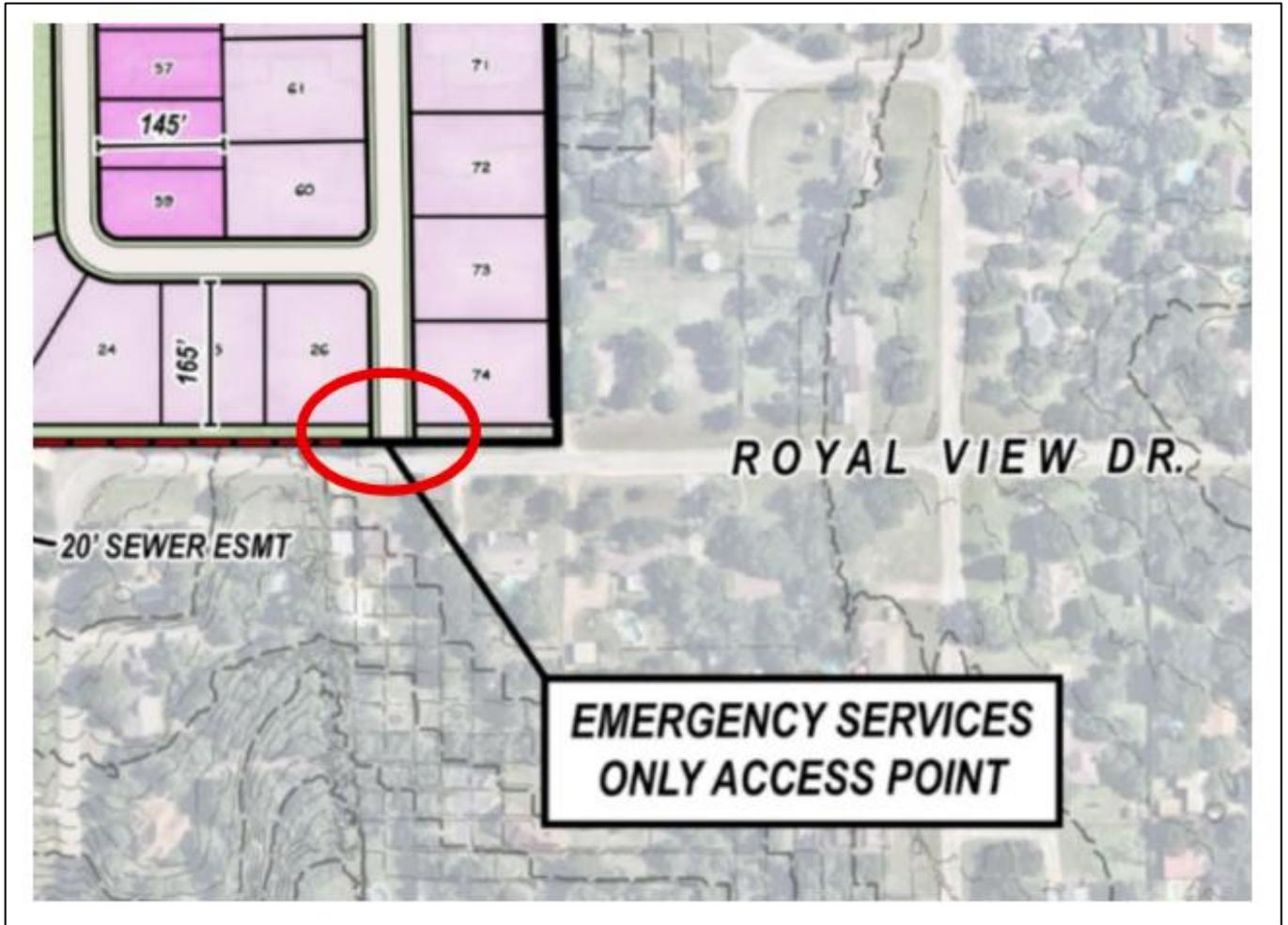
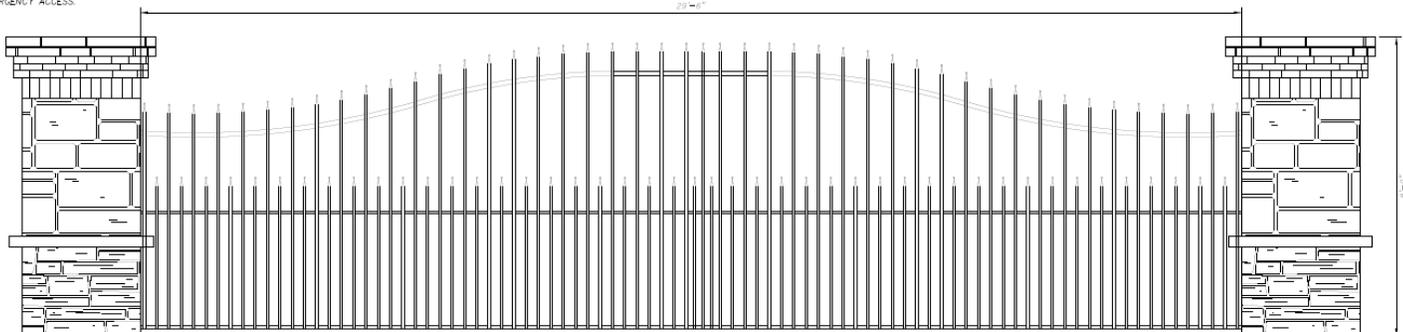


Exhibit D-3 Royal View Drive Improvements

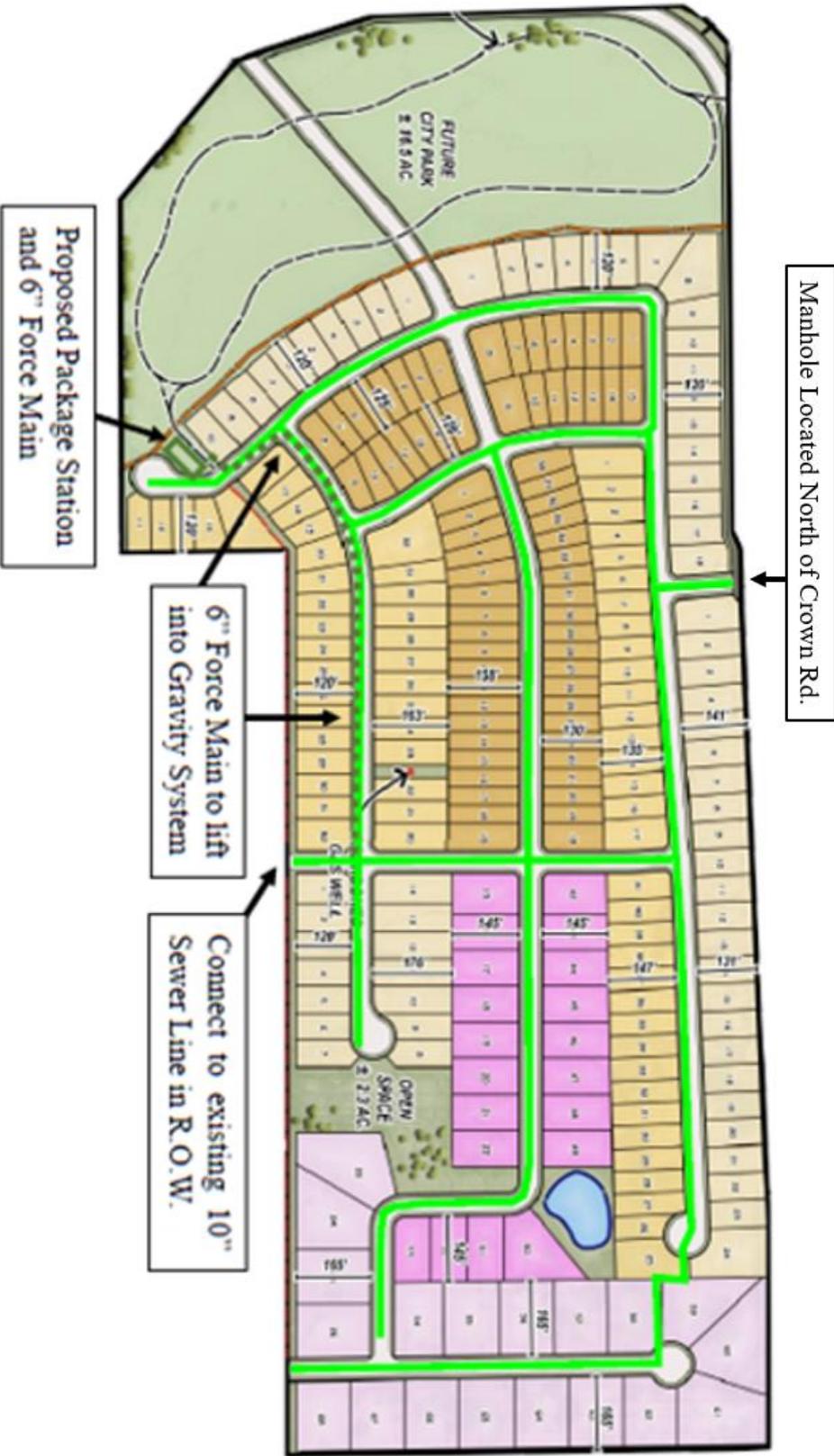


NOTE:
INSTALL KNOX LOOK BOX FOR FIRE DEPARTMENT
EMERGENCY ACCESS.



Gate Rendering is a Conceptual Illustration Only – Not Intended as Final Design





**Exhibit F
Form of Municipal Services Agreement**

**SERVICE PLAN AGREEMENT
CLEARION DEVELOPMENT
CITY OF WILLOW PARK, TEXAS**

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

**STATE OF TEXAS §
 §
COUNTY OF PARKER §**

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Willow Park, Texas, (the "City") and Brothers in Christ Properties LLC (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Owner owns a parcel of real property of approximately 62.258 acres of real property located within the extraterritorial jurisdiction ("ETJ") of the City, described by metes and bounds in Exhibit A-2 (the "Property" located in Parker County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit "B" attached hereto; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit “B” to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City’s reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City’s codes, ordinances, regulations and policies (“Regulations”) that apply throughout the City, including the Property, may be reviewed at City Hall and at the following internet address and that the Regulations shall apply to all development of the Property <https://ecode360.com/41544446#41544451>.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences, or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

if to City: City of Willow Park
Attn: City Manager
120 El Chico Trail Suite A
Willow Park, TX 76087

Telephone: (817)441-7108

With a copy to:

Messer Fort, PLLC
Attn: Andy Messer, City Attorney
6371 Preston Road, Suite 200
Frisco, Texas 75034

if to Owner: Clearion Development

Telephone: _____

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Parker County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City’s ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Parker County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute the same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4, and 10 herein.

Section 15. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without the written agreement of the Parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2026.

CITY OF WILLOW PARK

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF PARKER §

This instrument was acknowledged before me on the ____ day of _____ by _____, _____ of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.

Notary Public, State of Texas

OWNER

By: _____

Brothers In Christ, LLC

Skorburg, LLC

STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged before me on the ____ day of _____ by Brothers in Christ, LLC and Skorburg, LLC as owners of the property, in their individual capacity.

Notary Public, State of Texas

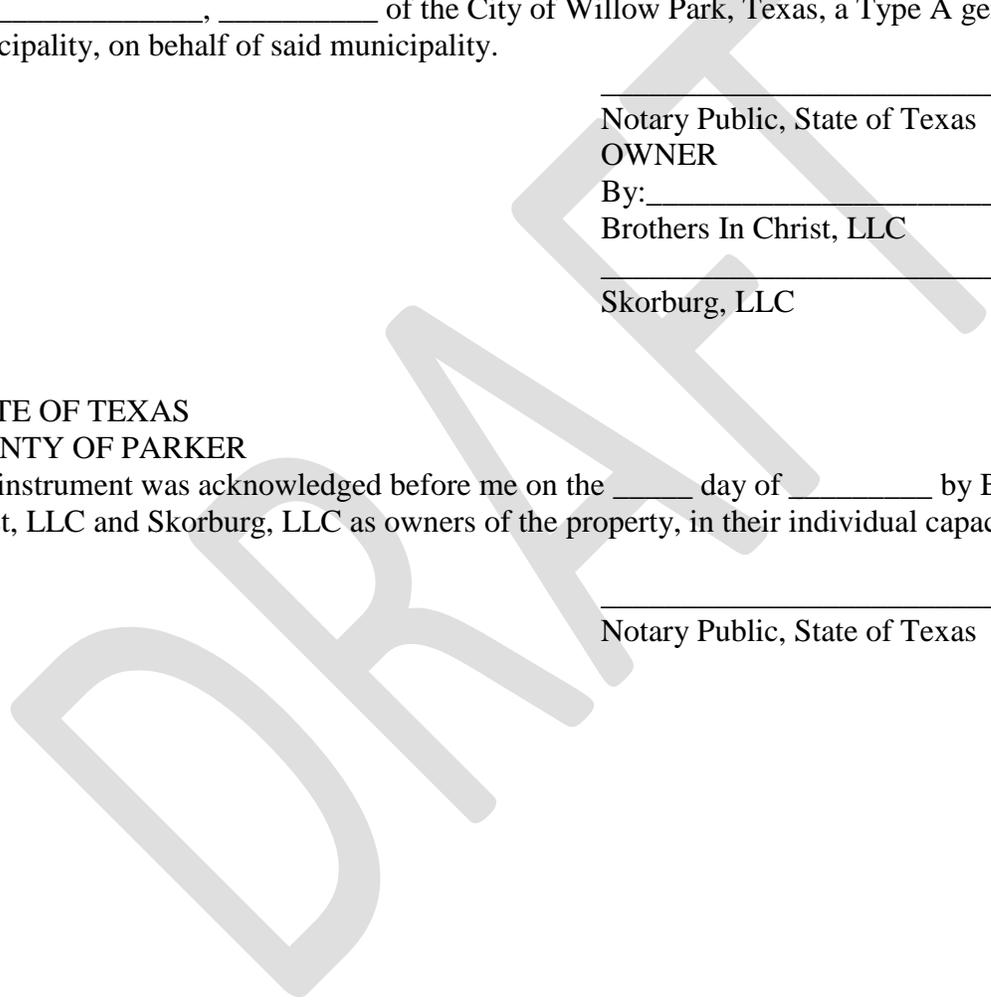


Exhibit "A" – Legal Descriptions

BEING a tract of land situated in the A. McCarver 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, 1,010.74 feet, departing said east right-of-way line, continuing with said north line, the south line of said Gary Dale Lee tract, to the northeast corner of said Tract 2 and being the approximate existing city limit line, Ordinance No. 832-21 recorded in Instrument Number 202129820, said County Records;

THENCE departing said common line, continuing with said north line, the east line of said Tract 2, and said approximate city limit line the following bearings and distances:

S 02°30'51"E, 80.23 feet;

S 01°02'25"W, 182.95 feet;

S 05°31'00"E, 162.72 feet;

THENCE S 08°50'22"E, passing at a distance of 32.50 feet, the southeast corner of said Tract 2, continuing with said approximate city limit line, over and across said Tract 1, for a total distance of 112.88 feet;

THENCE continuing with said approximate city limit line, over and across said Tract 1, the following bearings and distances:

S 26°32'15"E, 100.00 feet;

S 00°00'24"E, 135.98 feet;

S 15°44'03"W, 70.64 feet;

S 06°08'03"W, 93.82 feet;

THENCE S 00°00'40"E, 121.87 feet, to the south line of said Tract 1, 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, 1,174.20 feet, departing said existing city limit line 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 2,674,801 square feet or 61.405 acres of land more or less.

"This document was prepared under 22 Texas Administrative Code 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit “B”
MUNICIPAL SERVICE PLAN FOR
CLEARION DEVELOPMENT

Upon annexation of the area identified above and as identified on Exhibit A, the City of Willow Park will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

The City of Willow Park, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Fire Protection**

The City of Willow Park, Texas and its Fire Department will provide fire protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

3. **Maintenance of Water and Wastewater Facilities**

All water and wastewater facilities owned or maintained by the City of Willow Park at the time of the proposed annexation shall continue to be maintained by the City of Willow Park. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be maintained by the City of Willow Park to the extent of its ownership. The now existing water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Willow Park standard extension policy now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City’s Code of Ordinances.

4. **Solid Waste Collection**

Solid waste collection is contracted through Republic Services and commercial accounts are arranged by each account individually with the City of Willow Park. Solid waste collection will be provided to citizens in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service. Garbage collection locations shall be subject to the approval of the Director of Public Works. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

5. **Maintenance of Roads and Streets**

Any and all public roads, streets or alleyways, with the exception of the Crown Road Improvements, shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under the ownership of the homeowner association and as such maintained by the association.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools**

In the event any publicly owned parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

7. **Maintenance of any Publicly owned Facility, Building or Municipal Service**

The City of Willow Park, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

8. **Other Services**

The City of Willow Park, Texas finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS

1. **Police and Fire Protection and Solid Waste Collection**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Willow Park, Texas with like topography, land use and population density as those found within the newly annexed areas.

2. **Water Facilities**

For the next 2 ½ years, the City of Willow Park, Texas finds and determines that there is sufficient capacity for water to provide services to the annexed areas pursuant to the City of Willow Park extension policies.

3. **Wastewater Facilities**

The City of Willow Park finds and determines that there is sufficient capacity to provide wastewater services to the annexed areas and it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexed areas.

4. **Roads and Streets**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.

5. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**

The City of Willow Park, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Willow Park, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Willow Park.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: February 10, 2026	Department: Administration	Presented By: Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion/Action: to consider approval of Willow Park Public Safety Building Lease with Parker County ESD1.

BACKGROUND:

On January 9, 2024, the Parker County Emergency Services District, No. 1, and the City of Willow Park entered into a 24-month Lease Agreement for the fire station portion of the Willow Park Public Safety Building. Since the Lessee’s formal notification to request an extension of the lease was received after the option period, Staff have created a new Lease with a new start date of February 1, 2026, to expire January 31, 2028, with the same extension clause. A portion of the building was not being used by PCESD1, totaling approximately 1,060 sf, and has been deducted from the leased space and the reduced rent as shown. The extended rate shown in the original lease will be collected for January 2026.

EXHIBITS:

- Parker County ESD1 Lease Agreement (2026-2028)
- Exhibit 1
- Extension Request from Chief Stephen Watson, PCESD1
- Original Parker County ESD1 Lease Agreement (2024-2025)

RECOMMENDED MOTION:

Motion for approval of Willow Park Public Safety Building Lease with Parker County ESD1, as presented.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into effective as of the **1st day of February 2026**, (the "Effective Date") by and between the City of Willow Park, a Type A General law municipality (hereinafter referred to as the "Lessor") and Parker County Emergency Services District No. 1, a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III, Texas Constitution, and Chapter 775, Texas Health and Safety Code, as amended (referred to herein as the "Lessee"). Lessor and Lessee may be referred to herein as "Party" or "Parties."

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, **the approximately 6,440 square feet of space** in the Public Safety Building located at 101 Stagecoach Trail, Willow Park, Texas, along with the joint and/or shared use of the parking areas for the Public Safety Building, excluding the area to the right of the matchline as determined in previous lease and amended in this lease. more particularly described on Exhibit "1" attached to this Lease, **with the exception of three offices and the hallway/work area (approximately 1,060 square feet of space)**, and made a part of this Lease for all purposes (collectively referred to as the "premises" or "the leased premises" in this Lease).

ARTICLE I. TERM

Term of Lease

§ 1.01. The term of this Lease is twenty-four (24) months, beginning on the Effective Date, and ending on **January 31, 2028** (the "Original Term"), unless terminated sooner as provided in this Lease.

Option to Extend Term

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

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

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

Holdover

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

ARTICLE 2. RENT

Fixed Rent

§ 2.01. As rent for this Lease, beginning on the Effective Date of the Lease and throughout the Original Term of the Lease, Lessee shall pay to Lessor each year the sum of **\$81,144.00** in annual rent, payable in equal monthly installments of **\$6,762.00**, no later than the fifth day of each month.

§ 2.02. As rent for this Lease, beginning on the first day of the Extended Term of the Lease and throughout the Extended Term of the Lease, Lessee shall pay to Lessor each year the sum of **\$85,201.00** in annual rent, **at a 5% increase**, payable in equal monthly installments of **\$7,100.20**, no later than the fifth day of each month.

Taxes as Additional Rent

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

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

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

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

ARTICLE 3. USE OF PREMISES

Lessee's Warranty Regarding Use

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

Compliance With Laws

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

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

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

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

ARTICLE 4. REPAIRS AND MAINTENANCE

Repairs and Maintenance by Lessee

§ 4.01. Lessee will, throughout the Lease term and any extensions of it, at its own expense and risk, maintain the premises and all improvements on them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition, free of trash, debris and tall grass and weeds. Notwithstanding the foregoing, Lessor shall be responsible for any needed maintenance

and repairs to the following: foundation, exterior walls, other structural components, roof replacement, parking areas and walks, HVAC replacement, plumbing and electrical systems. All maintenance, repairs, and replacements required by this section must be performed promptly when required. It is understood, pursuant to Section 775.073, Texas Health & Safety Code, the Lessee cannot make capital improvements to the property without becoming the owner of same, and, as such, Lessor is solely responsible for any repairs to any structural component, HVAC, and other items referenced above.

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

Party's Failure to Repair, Maintain or Keep Clean

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

Environmental Cleanup Costs

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

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

Utility Charges

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

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

Garbage Removal

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

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND SIGNS

Consent of Lessor

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

Removal of Furniture, Fixtures and Equipment

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

Alterations Required by Accessibility Laws

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

Signs

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

ARTICLE 7. MECHANIC'S LIEN

§ 7.01. Lessee will not permit any mechanic's lien to be placed on the premises or improvements on the premises. Lessee will promptly pay any mechanic's lien that is filed on the premises or on improvements located on the premises. If default in payment of the lien continues for 20 days after Lessor's written notice to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Lessor pays to remove a mechanic's lien caused by Lessee to be filed against the premises or improvements on them, including expenses and interest, are due from Lessee to Lessor and must be repaid to Lessor immediately on rendition of notice, together with interest at a rate set in accordance with Section 225I.025 of the Texas Government Code until repaid.

ARTICLE 8. INSURANCE AND INDEMNITY

Property Insurance

§ 8.01. Lessor must, at its own expense during the lease term, keep all buildings and improvements on the premises insured against loss or damage by fire or theft, with extended coverage, at one-hundred percent (100%) of the fair market value of the property to be insured per year, to include direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the total amounts of

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

Liability Insurance

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

Remedy for Failure to Provide Insurance

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

Hold-Harmless Clause

§ 8.04. To the extent allowed by Texas law, the Parties will indemnify and hold each other harmless against any claims, demands, damages, costs, and expenses, including reasonable

attorney's fees for defending claims and demands, arising from the conduct or management of Parties on the premises or its use of them; from any breach by Lessee of any conditions of this lease; or from any act of negligence of either Party, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the premises. If any action or proceeding is brought against either Party r by reason of any such claim, that Party shall notify the other party as soon as possible, but in no event later than 3 days after that Party receives such notice.

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

ARTICLE 9. DEFAULT

Lessee's Default

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

Lessor's Default

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

Cumulative Remedies

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

Waiver of Breach

§ 9.04. A waiver of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach. The consent or approval by either party to or

of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

ARTICLE 10. INSPECTION BY LESSOR

§ 10.01. Lessee will permit Lessor and its agents, representatives, and employees to enter the premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Lessor's interest in the premises or to perform Lessor's duties under this lease. Lessor must give Lessee reasonable notice prior to conducting an inspection, shall be accompanied at all times by Lessee personnel, shall abide by all reasonable restrictions and requirements of Lessee, and all applicable laws, rules and regulations.

ARTICLE 11. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

§ 11.01. Lessee may not sublet, assign, mortgage, pledge, encumber, or otherwise transfer this Lease, or any right or interest in it or in the premises or the improvements on them, without Lessor's prior express written consent, such consent to be within the sole discretion of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interests in this lease or in the premises or the improvements on them without Lessor's written consent, Lessor may, at its option, declare this lease terminated. Any proposed or purported assignment by Lessee shall not release Lessee of the obligations stated in this Lease.

Assignment by Lessor

§ 11.02. Lessor may not assign or transfer any of its interests under this lease, without Lessee's prior written consent.

ARTICLE 12. MISCELLANEOUS

Notices and Addresses

§ 12.01. All notices required under this lease may be given by the following methods:

- a. By first class mail, addressed to the proper party, at the following addresses:

Lessor: City of Willow Park
 Attn: Toni Fisher, Interim City Manager
 Willow Park City Hall
 120 El Chico Trail
 Willow Park, Texas 76087
 Email: tfisher@willowpark.org

With a copy to: Andy Messer
Attorney at Law
6371 Preston Rd., Suite 200
Frisco, Texas 75034
Email: andy@txmunicipallaw.com

Lessee: Parker County Emergency Services District No. 1
Attn: President
Mark Jack
Email: _____

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

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

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

Parties Bound

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

Texas Law to Apply; Venue

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

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

Legal Construction

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

limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

Prior Agreements Superseded

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

Amendment

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

Rights and Remedies Cumulative

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

Immunity

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

Force Majeure

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

Time of Essence

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

The undersigned Lessor and Lessee execute this agreement on _____, 2026.

LESSOR

CITY OF WILLOW PARK, TEXAS

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
Deana McMullen, City Secretary

LESSEE:

PARKER COUNTY EMERGENCY SERVICES DISTRICT, NO. 1.

By: _____
Mark Jack, President

ATTEST:

By: _____
Ben Overholt, Secretary

EXHIBIT "1"



Parker County Emergency Services District No. 1

Stephen Watson
Fire Chief, CFE

1/22/2026

VIA EMAIL AND Certified U.S. MAIL

Toni Fisher
Interim City Manager
City of Willow Park
120 El Chico Trail, Suite A
Willow Park, Texas, 76087

Cc: Ken Campbell
General Counsel for Parker County Emergency Services District No. 1
BURNS ANDERSON JURY & BRENNER, L.L.P.
P. O. Box 26300
Austin, Texas 78755-6300
512/338-5322

Re: Lease of fire station

Toni,

This letter serves as the District's formal request to renew and extend the lease in accordance with the terms of the existing agreement.

At the January 21 Board meeting, the District's governing body approved the lease extension, including the cost adjustment as provided in the current agreement, less the 1,060 square feet now being utilized by the Police Department, for the annual lease amount of \$81,144 as discussed in prior correspondence.

The District stands ready to execute the updated lease agreement upon its submission. Thank you for your cooperation in this matter. We look forward to continuing our successful partnership with the City of Willow Park!

Respectfully,

A handwritten signature in black ink, appearing to read "Stephen Watson".

Stephen Watson
Fire Chief

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into effective as of the 1st day of January 2024, (the "Effective Date") by and between the City of Willow Park, a Type A General law municipality (hereinafter referred to as the "Lessor") and Parker County Emergency Services District No. 1, a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III, Texas Constitution, and Chapter 775, Texas Health and Safety Code, as amended (referred to herein as the "Lessee"). Lessor and Lessee may be referred to herein as "Party" or "Parties."

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

ARTICLE 1. TERM

Term of Lease

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

Option to Extend Term

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

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

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

Holdover

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

ARTICLE 2. RENT

Fixed Rent

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

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

Taxes as Additional Rent

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

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

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

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

ARTICLE 3. USE OF PREMISES

Lessee's Warranty Regarding Use

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

Compliance With Laws

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

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

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

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

ARTICLE 4. REPAIRS AND MAINTENANCE

Repairs and Maintenance by Lessee

§ 4.01. Lessee will, throughout the Lease term and any extensions of it, at its own expense and risk, maintain the premises and all improvements on them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition, free of trash, debris and tall grass and weeds. Notwithstanding the foregoing, Lessor shall be responsible for any needed maintenance

and repairs to the following: foundation, exterior walls, other structural components, roof replacement, parking areas and walks, HVAC replacement, plumbing and electrical systems. All maintenance, repairs, and replacements required by this section must be performed promptly when required. It is understood, pursuant to Section 775.073, Texas Health & Safety Code, the Lessee cannot make capital improvements to the property without becoming the owner of same, and, as such, Lessor is solely responsible for any repairs to any structural component, HVAC, and other items referenced above.

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

Party's Failure to Repair, Maintain or Keep Clean

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

Environmental Cleanup Costs

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

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

Utility Charges

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

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

Garbage Removal

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

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND SIGNS

Consent of Lessor

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

Removal of Furniture, Fixtures and Equipment

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

Alterations Required by Accessibility Laws

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

Signs

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

ARTICLE 7. MECHANIC'S LIEN

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

ARTICLE 8. INSURANCE AND INDEMNITY

Property Insurance

§ 8.01. Lessor must, at its own expense during the lease term, keep all buildings and improvements on the premises insured against loss or damage by fire or theft, with extended coverage, at one-hundred percent (100%) of the fair market value of the property to be insured per year, to include direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the total amounts of

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

Liability Insurance

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

Remedy for Failure to Provide Insurance

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

Hold-Harmless Clause

§ 8.04. To the extent allowed by Texas law, the Parties will indemnify and hold each other harmless against any claims, demands, damages, costs, and expenses, including reasonable

attorney's fees for defending claims and demands, arising from the conduct or management of Parties on the premises or its use of them; from any breach by Lessee of any conditions of this lease; or from any act of negligence of either Party, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the premises. If any action or proceeding is brought against either Party r by reason of any such claim, that Party shall notify the other party as soon as possible, but in no event later than 3 days after that Party receives such notice.

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

ARTICLE 9. DEFAULT

Lessee's Default

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

Lessor's Default

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

Cumulative Remedies

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

Waiver of Breach

§ 9.04. A waiver of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach. The consent or approval by either party to or

of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

ARTICLE 10. INSPECTION BY LESSOR

§ 10.01. Lessee will permit Lessor and its agents, representatives, and employees to enter the premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Lessor's interest in the premises or to perform Lessor's duties under this lease. Lessor must give Lessee reasonable notice prior to conducting an inspection, shall be accompanied at all times by Lessee personnel, shall abide by all reasonable restrictions and requirements of Lessee, and all applicable laws, rules and regulations.

ARTICLE 11. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

§ 11.01. Lessee may not sublet, assign, mortgage, pledge, encumber, or otherwise transfer this Lease, or any right or interest in it or in the premises or the improvements on them, without Lessor's prior express written consent, such consent to be within the sole discretion of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interests in this lease or in the premises or the improvements on them without Lessor's written consent, Lessor may, at its option, declare this lease terminated. Any proposed or purported assignment by Lessee shall not release Lessee of the obligations stated in this Lease.

Assignment by Lessor

§ 11.02. Lessor may not assign or transfer any of its interests under this lease, without Lessee's prior written consent.

ARTICLE 12. MISCELLANEOUS

Notices and Addresses

§ 12.01. All notices required under this lease may be given by the following methods:

- a. By first class mail, addressed to the proper party, at the following addresses:

Lessor: City of Willow Park
 Attn: Bryan Grimes, City Manager
 Willow Park City Hall
 516 Ranch House Road
 Willow Park, Texas 76087
 Email: bgrimes@willowpark.org

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

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

Email: _____

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

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

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

Parties Bound

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

Texas Law to Apply; Venue

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

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

Legal Construction

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

By: [Signature]

Title: MAYOR

Date: 1-9-24

ATTEST:

By: [Signature]
Crystal Dozier, City Secretary

LESSEE

PARKER COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: [Signature]
Mark Jack, President

ATTEST:

By: [Signature]
Ben Overholt, Secretary

EXHIBIT "1"

limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

Prior Agreements Superseded

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

Amendment

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

Rights and Remedies Cumulative

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

Immunity

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

Force Majeure

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

Time of Essence

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

The undersigned Lessor and Lessee execute this agreement on January 9, 2024.

LESSOR

CITY OF WILLOW PARK, TEXAS

RESOLUTION NO. 2026-19

WHEREAS, The City of Willow Park finds it in the best interest of the citizens of Willow Park that the Rifle-Resistant Body Armor Grant Program be operated for the 2026 -2027 project date, and

WHEREAS, The City of Willow Park agrees to provide applicable matching funds, for the said project as required by the Rifle-Resistant Body Armor grant application; and

WHEREAS, The City of Willow Park agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Willow Park assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Willow Park designates Ray Lacy, Chief of Police as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City of Willow Park designates Andrea Saylor as the grantee’s financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Willow Park approves submission of the grant application for the Rifle-Resistant Body Armor Grant to the Office of the Governor.

Passed and Approved this 10th Day of February 2026

Signed by:

Teresa, Palmer, Mayor, City of Willow Park Texas

Grant Number: 5829801

ORDINANCE
AUTHORIZING THE ISSUANCE OF

[\$_____]
CITY OF WILLOW PARK, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2026

Adopted: February 10, 2026

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ORDINANCE NO. [____]-26

AN ORDINANCE authorizing the issuance of "CITY OF WILLOW PARK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the surplus net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement, Purchase Agreement, and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount not to exceed \$10,110,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof, has been duly (i) published in The Community News, a newspaper hereby found and determined to be of general circulation in the City of Willow Park, Texas (the "City"), on December 12, 2025, and December 19, 2025, the date of the first publication of such notice being not less than forty-six (46) days prior to February 10, 2026 (the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates), and (ii) posted continuously on the City's website for at least forty-five (45) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

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

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

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

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$[_____] to be designated and bear the title "CITY OF WILLOW PARK, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to

called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

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

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

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

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 20[___], shall be subject to redemption prior to maturity, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20[___], or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

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

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

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

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

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

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

*Stated maturity

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

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

(d) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or by any other customary method that results in a random selection.

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

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

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

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

request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

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

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

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

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants").

While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

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

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

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

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

SECTION 9: Forms.

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

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

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WILLOW PARK, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2026

Certificate Date: February 1, 2026 Interest Rate: _____% Stated Maturity: February 15, 20____ CUSIP NO: _____

Registered Owner:

Principal Amount:

The City of Willow Park (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Parker, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of the delivery of the Certificates to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2027, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor;

provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$[] (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor, and (iv) professional services rendered in connection with such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

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

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

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

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

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

February 15, 20 *

February 15, 20 *

*Stated maturity

The particular Term Certificates of a given Stated Maturity required to be redeemed on each redemption date shall be chosen by lot, or by any other customary method that results in a random selection, by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

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

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

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

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

the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and, together with the Previously Issued Obligations (identified and defined in the Ordinance), are additionally payable from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding or hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Previously Issued Obligations and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

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

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

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

address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of and lien on the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF WILLOW PARK, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

[Acting] Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

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

UMB Bank, N.A., as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

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

DATED: _____

Signature guaranteed:

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

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

REGISTERED
NO. T-1

REGISTERED
\$[]

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WILLOW PARK, TEXAS,
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2026

Certificate Date:
February 1, 2026

Registered Owner: RAYMOND JAMES & ASSOCIATES, INC.

Principal Amount: [] THOUSAND DOLLARS

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

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
--	--	------------------------------------

(Information to be inserted from schedule in Section 2 hereof.)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2027, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by UMB Bank, N.A. (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Kansas City, Missouri (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net

Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

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

(b) The term "Certificates" shall mean the \$[] "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026" authorized by this Ordinance.

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

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

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

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

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

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

Revenues. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

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

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

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates paid in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 23 hereof.

(k) The term "Previously Issued Obligations" shall mean the outstanding (1) "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2014," dated February 15, 2014, originally issued in the principal amount of \$685,000, (2) "City of Willow Park, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015," dated November 1, 2015, originally issued in the principal amount of \$1,380,000, (3) "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2016," dated February 15, 2016, originally issued in the principal amount of \$995,000, (4) "City of Willow Park, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2017," dated February 1, 2017, originally issued in the principal amount of \$2,725,000, (5) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019," dated November 1, 2019, originally issued in the principal amount of \$13,770,000, (6) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021," dated January 15, 2021, originally issued in the principal amount of \$6,270,000, (7) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021A," dated May 15, 2021, originally issued in the principal amount of \$14,130,000, (8) "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022," dated December 15, 2021, originally issued in the principal amount of \$5,045,000, (9) "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022A," dated September 1, 2022, originally issued in the principal amount of \$3,980,000, (10) "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023," dated June 1, 2023, originally issued in the principal amount of \$4,310,000, (11) "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Taxable Series 2023A," dated June 1, 2023, originally issued in the principal amount of \$4,190,000, (12) "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024," dated January 1, 2024, originally issued in the principal amount of \$3,960,000, and (13) "City of Willow Park, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024A," dated December 1, 2024, originally issued in the principal amount of \$5,090,000.

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

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

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2026 COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account a depository bank of the City. The Mayor, Mayor Pro Tem, City Manager or Interim City Manager, and/or City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

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

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates are Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(1) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(I) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(II) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(III) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(2) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (iii) above less the sum total of the amounts established in paragraphs (i) and (ii), after taking into consideration delinquencies and costs of collecting such annual taxes.

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

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

applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

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

- First: To the payment of all necessary and reasonable Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues thereof.
- Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinance(s) authorizing the issuance of Prior Lien Obligations.
- Third: To the payment of the amounts pledged to the payment of the Previously Issued Obligations, the Certificates (the Certificate Fund), and Additional Obligations.

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

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

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

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested)

shall, to the extent not insured by the Federal Deposit Insurance Corporation, be secured by direct obligations of the United States in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

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

SECTION 18: Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants.

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

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

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

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

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

SECTION 21: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the

obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue Additional Obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Obligations and the Certificates.

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

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

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

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

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or on a redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient

money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificates. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Certificates shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Holders of the Certificates immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of

such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

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

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

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

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

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

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

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

of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

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

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

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

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

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

SECTION 27: Sale of Certificates. The Certificates authorized by this Ordinance are hereby sold by the City to RAYMOND JAMES & ASSOCIATES, INC. (herein referred to as the "Purchaser") in accordance with the Purchase Contract, dated February 10, 2026 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to

execute said Purchase Agreement for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines and declares that the terms of the sale are in the best interests of the City and the representations, warranties and agreements of the City contained in the Purchase Agreement are true and correct in all material respects and shall be honored and performed by the City.

SECTION 28: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and such Preliminary Official Statement is hereby deemed “final” as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule (as defined herein). The City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager or Interim City Manager, and/or City Secretary, one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated February 10, 2026, in the offering, sale and delivery of the Certificates to the public.

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

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

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

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying

Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

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

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

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

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

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

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

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

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

SECTION 40: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application

thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 41: Continuing Disclosure Undertaking.

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

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

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

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

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

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City, ending in and after 2025, financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City within twelve months after the end of each fiscal year ending in and after 2025. If the audit of such financial statements is not complete within twelve months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall be (1) prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

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

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding subsection (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

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

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

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to

provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

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

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

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 42: Further Procedures. The Mayor, Mayor Pro Tem, City Manager or Interim City Manager, and/or City Secretary of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, the Mayor Pro Tem, City Manager or Interim City Manager, and/or City Secretary of the City, and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance

or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

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

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

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED, this February 10, 2026.

CITY OF WILLOW PARK, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE AGREEMENT

DRAFT

Home Rule Charter for the City of Willow Park, Texas

DRAFT

Home Rule Charter Commission members:

Tandy Blackstock

Darrell Boughner

Carol Bracken

Michael Chandler

Mary Diedrich

Gwendolyn Galle

Charles Hodges

Roy Kurban

David Laurenzo

Gene Martin

Dixie Smith

Jonathan Stickland

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INTRODUCTION

The City of Willow Park is located in Parker County, Texas, adjacent to Weatherford in the same County. The City of Willow Park was incorporated in 1963 and has been operating as a Type A general law City. The City population was formally declared to exceed 5,000 residents in October 2016 by Resolution No. 17-16. This population level was required to enable Willow Park to become a Home Rule City.

PREAMBLE -

We the people of the City of Willow Park, Texas, acting under the Constitution and laws of the State of Texas and the United States of America, adopt this Home Rule Charter to provide effective, responsive, and accountable Council-Manager government. Through this Charter, the citizens grant municipal powers to the City, including the authority necessary for self-government. The structure and procedures set forth in this Charter provide the opportunity for citizens to have a stronger voice in their government.

We affirm the principles of representative democracy, professional administration, public participation, diversity, and regional cooperation. We further affirm that all individuals are created equal and possess certain God-given and unalienable rights, including life, liberty, and the pursuit of happiness. Accordingly, we recognize the dignity and worth of every person and uphold each individual’s freedom of thought, speech, and belief.

ARTICLE I FORM OF GOVERNMENT

§ 1.01 Incorporation. The citizens of the City of Willow Park, Parker County, Texas, hereby constitute the City of Willow Park, Texas, to be a municipal body incorporated in perpetuity under the name of the “City of Willow Park,” hereinafter referred to as the “City” with such powers, privileges, rights, duties, and immunities as are herein provided.

§ 1.02 Form of Government. The City’s municipal government provided by this Charter shall be a “Council-Manager Government.” Pursuant to the provisions of and subject only to the limitations imposed by the State Constitution, the state laws, and this Charter, all powers of the City shall be vested in and exercised by an elective Council, hereinafter referred to as "the City Council" which shall enact legislation, adopt budgets, determine policies, and appoint the City Manager who shall execute the laws and administer the government of the City.

ARTICLE II POWERS OF CITY

§ 2.01 General Powers. The City shall have all the powers granted to cities by the Constitution and laws of the State of Texas together with all the implied powers necessary to carry into execution such granted powers. The City may use a corporate seal; may sue and be sued; may contract and be contracted with; may cooperate with the government of the State of Texas or any agency or any political subdivision thereof; or with the federal government or any agency thereof, to accomplish any lawful purpose. The City shall have the power to regulate a wide range of local activities to promote the health, safety, and general welfare of the City and its inhabitants.

§ 2.02 Specific Powers.

2.02.01 Annexation and Disannexation of Territory

- a) **Annexation.** The City Council may fix the boundary limits of the City upon the introduction and passage of an ordinance in compliance with all requirements of state law.
- b) **Annexed Territory.** The inhabitants of annexed territory are entitled to all the rights and privileges of City citizenship and are bound by all such duties of citizenship. The inhabitants of any annexed territory are bound by all the acts, resolutions, ordinances, and regulations of the City.
- c) **Disannexation.** The City Council may detach and disannex any territory within the City limits upon the introduction and passage of an ordinance in compliance with all requirements of state law.

2.02.02 Public Property.

The City may acquire property within or out of its corporate limits for any municipal purpose in fee simple, in any lesser interest or estate, by purchase, gift, devise, lease or condemnation, and, subject to the provisions of this Charter, may sell, lease, mortgage, hold, manage, improve, and control such property as may now or hereafter be owned by it; may pass ordinances and enact such regulations as may be expedient for the maintenance of good government, order, and peace of the City and the health, safety, and general welfare of its inhabitants.

2.02.03 Streets

The City shall have exclusive dominion, control, and jurisdiction in, upon, over, and under the public streets, sidewalks, alleys, highways, public squares, and public ways (except those under County or State or Federal control) that are within the corporate limits of the City, and in, upon, over, and under all public property of the City. With respect to each and every public street, sidewalk, alley, highway, public square, public park, or other public way (except those

under County or State or Federal Control) that are within the corporate limits of the City, the City shall have the power to establish, maintain, improve, alter, abandon, or vacate the same; to regulate the use thereof including but not limited to the right to erect traffic signals, lights, and signs thereon; and to abate and remove in a summary manner any encroachment thereon.

The City shall have the power to develop and improve, or cause to be developed and improved, any and all public streets or ways (except those under State control) within the corporate limits of the City by laying out, opening, narrowing, widening, straightening, extending, lighting, and establishing building lines along the same, by purchasing, condemning, and taking property therefor; by filling, grading, raising, lowering, paving, repaving, and repairing, in a permanent manner, the same; and by constructing, reconstructing, altering, repairing, and realigning curbs, gutters, drains, sidewalks, culverts, and other appurtenances and incidentals in connection with such development and improvement authorized hereinabove, or any combination or parts thereof. The cost of such development and improvement may be paid partly or entirely by assessments levied as a lien against the property abutting thereon and against the owners thereof, and such assessments may be levied in any amounts and under any procedure not prohibited by state law; provided, that no assessment shall be made against such land or owners in excess of the enhancement in value of such property occasioned by such improvement.

§ 2.03 Construction of the Provisions of the Charter.

The powers of the City under this Charter shall be construed liberally in favor of the City, and the specific mention of particular powers in the Charter shall not be construed as limiting in any way the general power granted in this article.

ARTICLE III MAYOR AND CITY COUNCIL

§ 3.01 Council Composition.

The Council shall be composed of the Mayor and six (6) Council members. The Mayor and Council members shall be elected ‘at-large,’ and each Council member shall occupy a position on the Council enumerated from one (1) to six (6), consecutively. The Mayor and Council shall be elected pursuant to [Article V. Elections](#) of this Charter.

§ 3.02 Eligibility, Terms, and Training.

- a) **Eligibility.** A candidate must:
- 1) Be a United States citizen.
 - 2) Be a registered voter of the City.
 - 3) Be at least twenty-one (21) years of age to be eligible for Mayor.

- 4) Be at least eighteen years of age (18) years to be eligible for Council
 - 5) Have been a registered voter within the corporate limits of the City, including territory annexed prior to the filing deadline, for at least twelve (12) months as of the deadline for filing for the office.
 - 6) Not have been convicted of a felony for which he or she has not been pardoned or otherwise released from the resulting disabilities.
 - 7) Not have been found mentally incompetent by a final judgment of the Court.
 - 8) Pay a filing fee of fifty (\$50.00) dollars or tender a petition signed by the minimum number of qualified voters required by Texas Election Code for this purpose.
- b) **Eligibility for re-election:** The requirements for a candidate currently holding any elected position include the following:
- 1) Any candidate for a City elected position must meet all requirements in § 3.02 (a).
 - 2) An incumbent seeking re-election must file for the same position number presently held and no candidate may file for more than one office or position number per election.
 - 3) To be eligible to file for a City elected position, a candidate must resign from any elected position other than the City elected position currently held by that candidate.
- c) **Terms.** The Mayor shall hold office for a term of three (3) years. All Council members shall serve a three-year staggered term. Council Member Place 3 and Council Member Place 4 shall be elected in years evenly divisible by 3 [e.g., 2028]. Council Member Place 1 and Council Member Place 2, and the Mayor shall be elected in each year preceding a year evenly divisible by 3 [e.g., 2027]. Council Member Place 5 and Council Member Place 6 shall be elected in each year following a year evenly divisible by 3 [e.g., 2026 & 2029].
- d) **Training.** Council members shall receive training on: Open Government, including, Texas Open Meetings Act and Texas Public Information Act; City's Code of Ethics; social media guidelines; cyber security; governmental budget and finance; and parliamentary procedure. Training shall be conducted within ninety (90) days of appointment or election or as otherwise required by law.

§ 3.03 Prohibitions.

- (a) **Holding Other Office.** Except where authorized by law, no Mayor or Council member shall hold any other elected public office or City employment during the term for which the member was elected to the Council. No Mayor or Council member shall hold any other City office or employment during the term for which the member was elected to the Council. No former Mayor or Council member shall hold any compensated appointive office or employment with the City until two years after the expiration of the term for which the member was elected to the Council, unless granted a waiver by the City Council. Nothing in this section shall be construed to prohibit the Council from selecting any current or former Council member to represent the City on the governing board of any regional or other intergovernmental agency.
- (b) **Appointments and Removals.** Neither the City Council nor any of its members shall in any manner dictate the appointment, promotion, demotion, discipline, or removal of any City administrative officer or employee other than the City Manager, City Secretary, City Attorney, or Municipal Judges, but any Council member may express his or her views and

fully and freely discuss with the City Manager, City Secretary, or City Attorney anything pertaining to the appointment and removal of such officers and employees.

- (c) **Interference with Administration.** Except for the purpose of inquiries and investigations under [Section 3.11](#), the Council or its members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately.

Attorney-Client Privilege. No Mayor or Council member shall disclose any attorney-client privileged communication. The City Council as the governing body of the City solely holds and is entitled to the attorney-client privilege, and it may only be waived by an affirmative vote of two-thirds of the City Council.

§ 3.04 Mayor Powers and Duties.

The City hereby adopts an enumeration of specific powers that may be exercised by the Mayor:

- (a) The mayor shall serve as the ceremonial head of the city government, preside at all meetings of the council, and provide the leadership necessary to ensure good government.
- (b) He or she shall work closely with the Council to obtain legislation in the public interest and with the city manager to ensure that the same is enforced and participate in the discussion on all legislative and other matters coming before the Council.
- (c) The Mayor is the presiding officer of the City Council meetings. The Mayor has a vote, and is counted toward the quorum.
- (d) The Mayor has the express powers to declare a local state of disaster and, as the emergency management director for the City, has statutory powers and duties during an emergency.
- (e) The Mayor may administer oaths of office (i.e., swearing-in ceremonies for City officials).
- (f) The Mayor may sign ordinances, resolutions, orders, statements, contracts, deeds, conveyances, easements, bonds, plats, and other documents as directed or authorized by the City Council, except as delegated to the City Manager or designee.
- (g) The Mayor may make appointments to applicable boards and commissions of the City subject to confirmation by the City Council and in accordance with state law or other City ordinances.
- (h) The Mayor may call a special or an emergency Council meeting.
- (i) The Mayor shall be responsible for facilitating the orderly and practical management of the City.
- (j) The Mayor may exercise all duties conferred by the Texas Constitution, state law, City ordinance, City resolution, or other applicable law.

§ 3.05 Compensation; Expenses.

The City Council may determine the annual salary of the Mayor and Council members by ordinance, but no ordinance increasing such salary shall become effective, for any position, until the date of commencement of the terms of such position after the next regular election.

The Mayor and Council members shall receive their actual and necessary expenses incurred in the performance of their duties of office.

§ 3.06 Relationship to City Manager

The City Council hires the City Manager to serve as the Chief Executive of the City government and may terminate the appointment of the City Manager at any time. It is an ongoing responsibility of the City Council to ensure that the City Manager and staff are accountable for their actions. The City Council shall formally evaluate the City Manager's performance at least twice a year. The City Council shall also monitor the policy proposals submitted by the City Manager and the administrative actions taken by the City Manager and staff to ensure that the Council's expectations are being met and that acceptable standards are being maintained. The City Council shall document and post the evaluation criteria for the City Manager's expected performance.

§ 3.07 Mayor Pro Tem.

The Mayor Pro Tem shall act as Mayor during the temporary absence or disability of the Mayor, and shall have the power to perform every act the Mayor could perform if present. At its first meeting following each regular election of Council members, the Council shall, by election, designate one of its members as Mayor Pro Tem, who shall serve in such capacity for one (1) year.

§ 3.08 City Council.

All powers of the City shall be vested in the City Council, except as otherwise provided for by law or this Charter, and the Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the City by law.

§ 3.09 Vacancies; Forfeiture of Office; Filling of Vacancies.

- a) **Vacancies.** The office of a Council member, or the Mayor, shall become vacant upon their death, resignation, removal from office, or forfeiture of office in any manner authorized by law.
- b) **Forfeiture of Office.** A Council member, or the Mayor, shall forfeit that office if the Council member or Mayor:
 - 1) Fails to maintain the qualifications required in [Section 3.02](#),
 - 2) Violates any express prohibition of this Charter,
 - 3) Is convicted of a crime involving moral turpitude, or
 - 4) Fails to attend three consecutive regular meetings of the Council without being excused by the Council.

The Council shall, at its next regular meeting, after validation of any of the above, declare the office to be vacant and shall fill such vacancy as set forth in Subsection (c) below.

- c) A vacancy in the office of Mayor or the office of a Council member shall be filled by special election held within one hundred twenty (120) days after such vacancy occurs, in accordance with the Texas Constitution and the Texas Election Code. Notwithstanding the foregoing, in the event that a vacancy occurs on the City Council where the remainder of the unexpired term for such office is twelve (12) months or less, the City Council may fill such vacancy by majority vote approval of a person who meets all qualifications of state law and this Charter to hold office.
- d) If the vacated office is that of Mayor Pro-Tem, the City Council shall elect a new Mayor Pro-Tem at the next regular meeting following such vacancy or as soon thereafter as practicable.
- e) Vacancies filled by special election or by appointment, as applicable, shall be for the remainder of the term vacated.

§ 3.10 Judge of Qualifications.

The City Council shall be the judge of the election returns and qualifications of its members, and of the grounds for forfeiture of their office. A member charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation or any City managed social media and websites in the City at least one week in advance of the hearing.

§ 3.11 Investigations.

The City Council shall have the power to adopt ordinances permitting the Council to inquire into the official conduct of any department, office, agency, or employee of the City and permitting the Council to subpoena witnesses, administer oaths, and compel the appearance of witnesses and the production of evidence to a specific inquiry. Such ordinances adopted by the Council shall include provisions for penalties for contempt in failing or refusing to obey orders issued by the Council as authorized by such ordinances, and such ordinances shall provide for punishment for any such contempt in a manner provided by such ordinances.

§ 3.12 Meetings of Council.

The Council shall hold two (2) regular meetings each month, with the exception of December in which one meeting is acceptable, and as many additional meetings as it deems necessary to transact the business of the City. The Council shall establish, by ordinance, the days, and times of the regular meetings. The Mayor or three (3) Council members may call a special meeting of the Council. The Mayor or two (2) Council members may call an emergency meeting of the Council. All regular, special, and emergency meetings of the Council shall comply with Chapter 551 of the Texas Government Code (the "Open Meetings Act") as amended hereafter.

§ 3.13 Quorum and Voting

Four (4) Council members, or the Mayor and three (3) Council Members shall constitute a quorum for the purpose of transacting City business. No action of the Council, except as

provided in [Section 3.09](#), shall be valid or binding unless adopted by the affirmative vote of a majority of members present in quorum. Any Council member may request in advance that a roll call vote be taken on any motion. An affirmative vote by five (5) elected City officials shall be required to approve the annual budget and to adopt the annual property tax rate, if any. Failure to approve a specific property tax rate in accordance with the deadlines required by state law shall result in the City tax rate being the lower of the no-new-revenue tax rate calculated for that tax year or the tax rate adopted by the taxing unit for the preceding tax year.

§ 3.14 Rules of Procedure.

The City Council shall determine, adopt, and amend its own rules, procedures, and order of business. The Rules of Procedure shall provide for minutes of all meetings to be taken and recorded, except those meetings held in executive session. Such minutes shall be a public record.

§ 3.15 Ordinances in General

- a) **Form.** Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject, which shall be clearly expressed in its title. The enacting clause shall be "The City of Willow Park, Texas hereby ordains . . ." Any ordinance that repeals or amends an existing ordinance or part of the City code shall set out in full the ordinance, sections, or subsections to be repealed or amended, and shall indicate matters to be omitted by enclosing it in brackets or by strikeout type and shall indicate new matters by underscoring or by italics. All ordinances that levy a fine or penalty and those that deal with the budget, taxes, franchises, public utilities, or the setting of their rates shall be read in full or by caption at a regular meeting followed by publication in full or by caption in at least one (1) issue of the official newspaper of the City before the same shall become effective. In addition, all ordinances that levy a fine or penalty and those that deal with the budget, taxes, franchises, public utilities, or the setting of their rates shall be published in the City managed social media and website.
- b) **Procedure.** The City Council shall adopt rules for the introduction, reading, adoption, and codification of ordinances.
- c) The City Council shall adopt rules and mandate a process that will ensure publication of changes to the municipal code of ordinances in not more than sixty (60) days from the date of adopting the source ordinance.

§ 3.16 Emergency Ordinances.

To meet a public emergency affecting life, health, property, or the public peace, the City Council may adopt emergency ordinances, but such ordinances may not levy taxes; grant, renew, or extend a franchise; change zoning, regulate the rate charged by any public utility for its services; or authorize the borrowing of money except as provided in Article VII. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances

generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of the majority of the Council members present shall be required for adoption. After its adoption, the ordinance shall be published as prescribed for other adopted ordinances. It shall become effective in the same manner. Every emergency ordinance except one authorizing the borrowing of money as described herein, shall automatically stand repealed as of the sixty-first (61st) day following the date on which it was adopted, but this shall not prevent re-enactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

Article IV Administration and Personnel

§ 4.01. General Provisions.

- a) **Creation of Departments.** The City Council may establish City departments, offices, or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices, and agencies. No function assigned by this Charter to a particular department, office, or agency may be discontinued or assigned to any other unless this Charter specifically so provides.
- b) **Direction by City Manager.** All departments, offices, and agencies under the direction and supervision of the City Manager shall be administered by a director appointed by and subject to the direction and supervision of the City Manager. With the consent of Council, the City Manager may serve as the head of one or more such departments, offices, or agencies or may appoint one person as the head of two (2) or more of them.
- c) **Organization.** The work, duties, responsibilities, and organization of each department may be established by ordinance not inconsistent with this Charter; provided that no such ordinance shall be adopted until the City Manager has an opportunity to make recommendations with respect thereto. The City Manager may establish divisions or sections in any department and not inconsistent with this Charter, establish or modify the duties and responsibilities of the departments.

§ 4.02. Personnel System.

- a) **Merit Principle.** All appointments and promotions of City officers and employees shall be made solely on the basis of merit and fitness demonstrated by a valid and reliable examination or other evidence of competence.
- b) **Merit System.** Consistent with all applicable federal and state laws, the City Council shall provide by ordinance for the establishment, regulation, and maintenance of a merit system governing personnel policies necessary to the effective administration of the employees of

the City's departments, offices, and agencies, including but not limited to classification and pay plans, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations.

- c) The City Council shall by ordinance establish (1) City Employment expectations, (2) Standards for Training for both new employees and continuing education, and (3) performance reviews and expectations.

§ 4.03. City Manager.

The City Council by a majority vote of its total membership shall appoint a City Manager. The City Manager shall be appointed solely based on qualifications and experience in the accepted competencies and practices of local government management. Selection criteria for this position shall be documented and all candidates will be scored against this criteria to facilitate a fair and objective selection process. The City Manager shall receive compensation as may be established by the City Council according to qualifications, experience, and training. Any residency requirements for the City Manager shall be determined by the City Council. The position of Manager is hereby established as that of a municipal officer of the City. The City Council may suspend or remove the City Manager at its discretion.

§ 4.04. Powers and Duties of the City Manager.

The City Manager shall be the Chief Executive Officer of the City, responsible to the Council for the management of all City affairs placed in the Manager's charge by or under this Charter. The City Manager shall:

- a) Appoint, suspend, or remove all City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter, or personnel rules adopted pursuant to this Charter. The City Manager may authorize any administrative officer or department head, subject to the Manager's direction and supervision to exercise these powers in relation to employees in that officer's department, office, or agency;
- b) Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law;
- c) Attend all City Council meetings, unless an absence is excused by Council. The City Manager shall have the right to take part in discussion but shall not vote;
- d) See that all laws, provisions of this Charter, ordinances, resolutions, and acts of the City Council, subject to enforcement by the City Manager or by officers subject to the Manager's direction and supervision, are faithfully executed;
- e) Prepare and submit the annual budget and capital programs to the City Council, and implement the final budget approved by Council to achieve the goals of the City;
- f) Submit to the City Council and make available and accessible to the public a complete report on the finances and administrative activities of the City quarterly and provide information needed by the Council for its annual evaluation of performance;

- g) Make available and accessible such other reports as the City Council may require concerning operations;
- h) Keep the City Council fully advised as to the financial condition and future needs of the City;
- i) Make recommendations to the City Council concerning the affairs of the City and facilitate the work of the City Council in developing policy;
- j) Provide staff support services for the Mayor and Council members;
- k) Assist the Council to develop long-term goals for the City and strategies to implement these goals;
- l) Encourage and provide staff support for partnerships with community organizations and for regional and intergovernmental cooperation;
- m) Promote partnerships among Council, staff, and community members in developing public policy and building a sense of community; and
- n) Be Responsible for documenting policies of access and usage at all City physical facilities; and
- o) Any other duty or responsibility as assigned by City Council.

§ 4.05. City Attorney.

The City Council shall appoint a duly licensed attorney practicing municipal law with relevant experience in the State of Texas, to be evaluated by City Council, who shall be the City Attorney. The City Council may also appoint a law firm to function as City Attorney. When a law firm is hired as City Attorney, the firm must designate an attorney to function as the City Attorney for purposes of any requirement in law. The City Attorney shall be the chief legal officer of the City and shall represent the City in all legal matters. The City Attorney shall be the legal advisor and attorney for the Council, its directors, officers, and all of its Departments, Boards, and Commissions in all matters involving City business. The City Attorney may employ consultants on legal matters as necessary and may employ outside legal counsel subject to ratification by the Council. The City Attorney shall serve until removed from office by the Council.

§ 4.06. City Secretary.

The City Council shall appoint a City Secretary. The position shall be appointed and removed at the discretion of the City Council. The City Secretary may appoint Deputy City Secretaries as may be needed and authorized by City Council.

§ 4.07. Duties of the City Secretary.

The City Secretary shall perform the following duties for the City Council:

- a) Attend each meeting of the City Council, unless excused by Council, and keep accurate minutes of the City Council's proceedings;
- b) Engross and enroll all laws, resolutions, and ordinances of the City;
- c) Keep and maintain the City's corporate seal;
- d) Take charge of, arrange, and maintain the records of the City Council;

- e) Prepare all notices required under any regulation or ordinance of the City;
- f) Notify the Texas Judicial Council of the name of each person who is elected or appointed as Mayor;
- g) Keep all contracts made by the City;
- h) Supervise all Deputy City Secretaries, Deputy City Clerks, and other office staff as determined by the City Council;
- i) Coordinate all elections;
- j) Provide support to all boards and commissions of the City as directed by the City Council; and
- k) Perform all other duties required by law, ordinance, resolution, or order of the Mayor or City Council.

§ 4.08. Municipal Court

- a) There is hereby created the “Municipal Court in the City of Willow Park, Texas” for the process and trial of misdemeanor offenses, with all such powers and duties as prescribed by the laws of the State of Texas. The City Council shall adopt ordinances for the procedures and regulations of the Court.
- b) The City Council shall appoint the Presiding Municipal Judge and any Associate Judges. The judges shall have a current license to practice law in good standing with the State Bar of Texas.
- c) There shall be a Court Clerk/Administrator of said court appointed by the City Manager.
- d) All costs, fees, special expenses, and fines imposed and collected by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City except as otherwise required by state law.

§ 4.09. Public Safety: Police / Fire

- a) **Department(s).** The City Council may establish and maintain one or more departments, for example, fire and/or police, to maintain law and order within the City and to protect the citizens from violence and threats of violence and to protect property from damage or loss.
- b) **Department Head(s).** The City Manager shall appoint, subject to approval by the Council, a department head for each department who shall be fully responsible to the City Manager for administration of their department. Such department head(s) shall be selected based upon training, knowledge, experience, certification, and demonstrated ability in providing for public safety, shall be appointed for an indefinite term, and shall establish and maintain written policies including, but not limited to departmental operations, disciplinary procedures, general order, job descriptions, and dress code.
- c) **Special Police.** No person, except as authorized by general law, by this Charter or by the ordinances passed pursuant hereto, shall act as special police or special detective.

§ 4.10. Public Works Department / Utilities

There shall be a Public Works Department to administer, supervise, and coordinate the construction and maintenance of the streets and thoroughfares, the water system, the sewer system, the wastewater system, the drainage system, and all public property and equipment

not the responsibility of another department. The department shall have and be responsible for other duties, projects, and works as provided by ordinance or assigned by the City Manager. The Director of Public Works shall administer and manage the department.

Article V NOMINATIONS AND ELECTIONS

§ 5.01. City Elections.

- a) **Conduct of Elections.** The provisions of the general election laws of the state of Texas shall apply to elections held under this Charter. All elections provided for by the Charter shall be conducted by the election authorities established by law. Candidates shall run for office without party designation. For the conduct of City elections, for the prevention of fraud in such elections, and for the recount of ballots in cases of doubt or fraud, the City Council shall adopt ordinances consistent with law and this Charter, and the election authorities may adopt further regulations consistent with law and this Charter and the ordinances of the Council. Such ordinances and regulations pertaining to elections shall be publicized in the manner of City ordinances generally.
- b) **Elections.** The regular City elections shall be held on the May general election date established by the Texas Election Code unless another date is required by state law.
- c) **Special Elections.** The City Council, by ordinance or resolution, may call such special or run-off elections as are authorized by law or this Charter, shall fix the time and place of holding the same, and shall provide all means for holding such elections.
- d) **Beginning of term.** The term of an elected Council member or Mayor shall begin on the date of the first regular or special meeting of City Council held on or after the date that City Council canvasses the results of the election for such Council members.

§ 5.02. Run-Off Elections.

When an election for office with a term longer than two years does not result in one candidate receiving a majority vote, City Council shall call a run-off election. A run-off election shall be held between the two candidates receiving the most votes on the date provided by state law, and in accordance with state law.

§ 5.03. Candidates; Filing for Office.

Any qualified person as prescribed by Article III § 3.02 may submit an application to have their name placed on the official ballot for the position of Council member or Mayor. Such application shall be signed and sworn to by the applicant and shall otherwise meet the requirements of the Texas Election Code and other applicable state law. The City Secretary shall review the application, with the guidance of other City staff, as needed, and notify the applicant candidate whether or not the application satisfies the form, content, and procedural requirements of this Charter and the Texas Election Code. If an application does not comply with applicable requirements, the City Secretary shall return it immediately to the applicant

with a statement of such insufficiency. The applicant may file a new application within the regular time for filing applications. The City Secretary shall keep on file all applications found sufficient at least until the expiration of the term of office for which such candidates filed.

Article VI INITIATIVE, REFERENDUM, AND RECALL

§ 6.01 - GENERAL AUTHORITY

- a) Initiative: The qualified voters of the city shall have power to propose ordinances to the City Council and if the City Council fails to adopt a proposed ordinance without any change in substance, the voters shall adopt or reject it at a city election. Such power shall not extend to the budget or capital program or any ordinance not subject to initiative as provided by state law, relating to appropriation of money, issuing of bonds, and levy of taxes or salaries of city officers or employees.
- b) Referendum: The qualified voters of the city shall have power to require reconsideration by the City Council of any adopted ordinance or passed resolution and, if the City Council fails to repeal an ordinance or resolution so reconsidered, the voters shall approve or reject it at a city election.
- c) Recall: The qualified voters of the city shall have power to remove any official serving in an elective office.

§ 6.02 - PETITIONERS COMMITTEE

- a) Any ten (10) qualified voters may commence proceedings contemplated by this Article by filing with the City Secretary an affidavit stating that they will constitute the petitioners committee. They will be responsible for preparing, printing, and circulating the petition. They will file it in proper form and specify the address to which all notices to the committee are to be sent. The affidavit shall set out in full the proposed initiative ordinance or cite the ordinance or resolution sought to be reconsidered, or in the case of recall, state the identity of the official whose recall is being sought.
- b) In case of recall, the City Secretary shall immediately notify in writing the officer(s) to be removed that the affidavit has been filed.

§ 6.03 - PETITION CIRCULATION

- a) All petition blanks used for circulation by the members of the petitioners committee or their designees shall be numbered, dated, and bear the signature of the City Secretary.
- b) No petition may be circulated and no signatures obtained until after the affidavit is filed.

§ 6.04 - FORM OF PETITION

- a) All pages of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signer of a petition must be a qualified voter of the City of Willow Park and shall personally sign the person's own name thereto in ink or indelible pencil, and shall write after the person's name the person's place of residence within the boundaries of the city, giving name of street and number, if any, and shall also write thereon the date,

including the month, day, and year when the person signed the petition. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or of the ordinance or resolution sought to be reconsidered, or in the case of a recall petition, the identity of the official whose recall is being sought.

- b) Each page of a petition shall have attached to it, when filed, an affidavit executed by the circulator thereof stating that the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed, the ordinance or resolution sought to be reconsidered, or the identity of the official whose recall is being sought.
- c) Locations for ten (10) signatures shall be provided on each blank petition.

§ 6.05 - PRESENTATION OF PETITIONS

- a) A petition to the City Council for initiative or referendum, containing the signatures of qualified voters equal in number to the lesser of (1) thirty (30) percent of those who voted in the most recent general municipal election, or (2) ten (10) percent of Willow Park residents who are current registered voters, shall be filed with the City Secretary not later than sixty (60) days following the filing of the affidavit by the petitioners committee. Once the petition is filed, no signature may be withdrawn.
- b) A petition to the City Council for recall, containing the signatures of qualified voters equal in number to the lesser of (1) thirty (30) percent of those who voted in the most recent general municipal election, or (2) ten (10) percent of Willow Park residents who are current registered voters, shall be filed with the City Secretary no later than sixty (60) days following the filing of the affidavit by the petitioners committee. Once the petition is filed, no signature may be withdrawn.

§ 6.06 - SUSPENSION OF EFFECT OF ORDINANCE OR RESOLUTION FOR REFERENDUM PETITIONS

When a referendum petition is filed with the City Secretary, the ordinance or resolution sought to be reconsidered shall be suspended from taking effect unless such suspension will create an immediate breach of public health and safety. Such suspension shall terminate when:

- a) There is a final determination of insufficiency of the petition; or
- b) The City Council repeals the ordinance or resolution; or
- c) Upon the certification of election results by the election officials.

§ 6.07 - CERTIFICATION OF PETITIONS AND PRESENTATION TO CITY COUNCIL

- a) Within ten (10) days after the petition is presented, the City Secretary shall complete a certificate of sufficiency or insufficiency. Sufficiency shall be determined by compliance with this Article.

- b) If the petition is certified sufficient, the City Secretary shall present the certificate to the City Council at the next regular City Council meeting. The City Council shall verify determination of the sufficiency of the petition.
- c) If a petition has been certified insufficient, the City Secretary shall send the committee a Certificate of Insufficiency by registered mail which shall include the particulars in which the petition is defective. The committee may, within five (5) working days after receiving the copy of such certificate, file a request that it be reviewed by the City Council. The City Council shall review the certificate at its next regular meeting following such a request and approve or disapprove it. Such determination shall then be final. If no City Council review is requested within five (5) working days, the City Secretary's certificate is final.

§ 6.08 - ACTION ON INITIATIVE AND REFERENDUM PETITIONS

- a) When an initiative or referendum petition has been finally determined sufficient, the City Council shall promptly consider the proposed initiative ordinance in the manner prescribed for enacting ordinances or reconsider the referred ordinance or resolution by voting its repeal. If the City Council fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days, or fails to repeal a referred ordinance or resolution within thirty (30) days after the date the petition was finally determined sufficient, it shall order an election to ratify or deny the petition in not less than thirty (30) days nor more than sixty (60) days following the failure of the City Council to act as specified herein. Any election order so issued shall comply fully with the Texas Election Code.
- b) The called election may coincide with a regular city election should such city election fall within the specified period. No ordinance substantially the same as an initiated ordinance which has been defeated or one substantially the same as a referred ordinance which has been approved at any election may be initiated by the voters within two (2) years from the date of such election. Copies of the proposed or referred ordinance or the referred resolution shall be made available at the polls and shall be posted on the City's official website in full and published by caption at least once in the official newspaper of the city not less than fifteen (15) days before the first day available to cast a ballot in person in the election.

§ 6.09 - CALLING OF RECALL ELECTION

If the officer whose removal is sought does not resign, then the City Council shall order an election and set the date for holding such recall election. The City Council shall, not less than 25 days nor more than 35 days after the petition is presented to the City Council, call a recall election for a date authorized by state law. If, after the recall election date is established, the officer vacates the officer's position, the election shall be cancelled. Any election order so issued shall fully comply with the Texas Election Code.

§ 6.10 - WITHDRAWAL OF PETITIONS

An initiative, referendum or recall petition may be withdrawn at any time prior to determination of sufficiency by filing with the City Secretary a request for withdrawal signed by at least seven

(7) members of the petitioners committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.

§ 6.11 - FORM OF BALLOTS

- a) Initiative. Ordinances shall be submitted by ballot title, which shall be prepared in all cases by the city attorney. The ballot title may be different from the legal title of any such initiated or referred ordinance, and it shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance. Immediately below the ballot title shall be printed the following two statements, one above the other, in the order indicated:
 - 1) “For adoption of the Ordinance” and
 - 2) “Against adoption of the Ordinance”
 - 3) Immediately below or immediately adjacent to each statement shall appear a square in which the voter may cast a vote by making a mark.
- b) Ordinances or resolutions being considered for repeal shall be submitted by ballot title, which shall be prepared in all cases by the city attorney. The ballot title may be different from the legal title of any such ordinance or resolution, and it shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance or resolution. Immediately below the ballot title shall be printed the following two statements:
 - 1) “For repeal of the Ordinance/Resolution” and
 - 2) “Against repeal of the Ordinance/Resolution”
 - 3) Immediately below or immediately adjacent to each statement shall appear a square in which the voter may cast a vote by making a mark.
- c) Ballots used at recall elections shall, with respect to each person whose removal is sought, submit the question:
 - 1) “Shall (name of person) be removed from the office (name of office) by recall?”
 - 2) Immediately below each question there shall be printed the two following statements, one above the other, in the order indicated.
 - i) “For the removal of..... by recall”
 - ii) “Against the removal of..... by recall”
 - iii) Immediately below or immediately adjacent to each statement shall appear a square in which the voter may cast a vote by making a mark.

§ 6.12 - RESULTS OF ELECTION

- d) If a majority of qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results by the City Secretary and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the City Council. If conflicting ordinances are approved at the same election, the one receiving the greater number of affirmative votes shall prevail.
- e) An ordinance adopted by initiative may be repealed or amended at any time after the expiration of two (2) years by a majority vote, or after one (1) year by unanimous vote, of all City Council members.

- f) If a majority of the qualified electors voting on a referred ordinance or resolution vote against the ordinance or resolution, it shall be considered repealed upon certification of the election results by the City Secretary. If a majority of the qualified electors voting on a referred ordinance or resolution vote for the ordinance or resolution, the ordinance or resolution shall be considered in effect.
- g) An ordinance or resolution repealed by referendum may be reenacted at any time after the expiration of two (2) years by a majority vote, or after one (1) year by unanimous vote, of all City Council members.
- h) If a majority of the votes cast on the question of recall at a recall election shall be against the removal of the elected official named on the ballot, such official shall continue in office for the remainder of such official's unexpired term, subject to recall as before within the limitations of Section 6.13 below. If a majority of the votes cast on the question of recall at a recall election shall be for the removal of the elected official named on the ballot, such official shall, regardless of any technical defects in the recall petition, be deemed removed from office upon certification of the election results by the City Secretary and the vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies.

§ 6.13 - LIMITATIONS AND RESTRICTIONS

- a) No recall petition shall be filed against any officer of the city within six (6) months after such officer's election, or within six (6) months of such a petition being filed and found insufficient, or within one (1) year after an election for such officer's recall. No such limitations shall apply to appointed City Council members.
- d) Unless withdrawn, no petition shall again be filed on a proposed or referred ordinance or referred resolution of substantially the same content within a period of twenty-four (24) months of the failure of the petition at a city election.

§ 6.14 - FAILURE OF CITY COUNCIL TO CALL AN ELECTION

In case all of the requirements of this Charter have been met and the City Council shall fail or refuse to receive an initiative, referendum or recall petition, or order such initiative, referendum or recall election, or discharge other duties imposed upon said City Council by the provisions of this Charter with reference to initiative, referendum or recall, then the district judge may issue appropriate orders to compel performance of such duties herein provided to be discharged by the City Secretary or by the City Council. In addition, any qualified voter in the city may seek judicial relief to have any of the provisions of this Charter pertaining to initiative, referendum or recall conducted by the proper official.

Article VII FINANCE

§ 7.01. Fiscal Year.

The fiscal year of the City shall begin on the first day of October and end on the last day of September of each year.

§ 7.02. Submission of Budget and Financial Reports by the City Manager.

The City Manager shall prepare and submit the annual budget and capital programs to the City Council and implement the final budget each year in accordance with state law. The City Manager shall submit to the City Council and make available and accessible to the public a complete report on the finances of the City quarterly and provide information needed by City Council for its annual evaluation of performance. The City Manager shall keep the City Council fully advised as to the financial condition and future needs of the City.

§ 7.03. Budget Message.

The City Manager's complete report on the finances of the City shall explain the budget both in fiscal terms and in terms of the work programs, linking those programs to the City's Comprehensive Plan and community priorities. It shall outline the proposed financial policies of the City for the ensuing fiscal year and the impact of those policies on future years. It shall describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the City's debt position, including factors affecting the ability to raise resources through debt issues, and include such other material as the City Manager deems desirable.

§ 7.04. Budget.

The budget shall provide a complete financial statement of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the City Council may require by ordinance for effective management and an understanding of the relationship between the budget and the City's strategic goals. The budget shall begin with a clear general summary of its contents; shall show as definitively as possible each of the projects for which expenditures are set up in the budget and the estimated amount of money carried in the budget for each fund; shall show in detail all funds received from all sources during the preceding year and the estimated income required to cover the budget, indicating the proposed property tax rate, and all proposed expenditures, including debt service, for the ensuing fiscal year; shall show the outstanding obligations of the municipality; shall show the cash on hand to the credit of each fund and the funds available from all sources during the ensuing year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

- a) The proposed goals and expenditures for current operations during the ensuing fiscal year, detailed for each fund by department or by other organization unit, and program, purpose or

activity, method of financing such expenditures, and methods to measure outcomes and performance related to the goals.

- b) Proposed longer-term goals and capital expenditures during the ensuing fiscal year, detailed for each fund by department or by other organization unit when practical, the proposed method of financing each such capital expenditure, and methods to measure outcomes and performance related to the goals.
- c) The proposed goals, anticipated income and expense, profit, and loss for the ensuing year for each utility or other enterprise fund or internal service fund operated by the City, and methods to measure outcomes and performance related to the goals. For any fund, the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance exclusive of reserves.
- d) Budget Reserves, maintained according to adopted financial policy, applicable state and federal laws, and best practices, including then current guidance from Government Finance Officers Association (GFOA).

§ 7.05. City Council Action on Budget.

- a) **Notice and Hearing.** The City Manager shall file a proposed budget with the City Secretary in accordance with state law. The City Council shall hold a public hearing on the proposed budget, and shall, before such public hearing publish a notice stating:
 - 1) The times and places where copies of the message and budget are available for inspection by the public,
 - 2) The time and place of such public hearing on the budget, and
 - 3) All other information required to be included under state law and this Charter.
- b) **Amendment Before Adoption.** After the public hearing, the City Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for an estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than total estimated income.
- c) **Adoption.** The City Council shall adopt the budget on or before the deadline provided by state law. If it fails to adopt the budget by this date, the current budget shall remain in effect until a new budget is adopted.

§ 7.06. Amendments After Adoption.

City Council may only amend an adopted budget in accordance with state law.

§ 7.07. Capital Improvement Plan.

- a) **Submission to City Council.** The City Manager shall prepare and submit to the City Council a multi-year capital improvement plan no later than three (3) months before the final date for filing of the proposed budget with the City Secretary.
- b) **Contents.** The capital improvement plan shall include:
 - 1) A clear general summary of its contents;
 - 2) Identification of the goals as defined in the City's Comprehensive Plan;

- 3) A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the fiscal years next ensuing, with appropriate supporting information as to the necessity for each;
 - 4) Cost estimates and recommended time schedules for each improvement or other capital expenditure;
 - 5) Method of financing upon which each capital expenditure is to be reliant;
 - 6) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired, and related capital assets, if any;
 - 7) A commentary on how the plan addresses the sustainability of the community and the region of which it is a part; and
 - 8) Methods to measure outcomes and performance of the capital plan related to the longterm goals of the community.
- c) The City Council shall adopt the capital improvement plan by resolution.

§ 7.8. Independent Audit.

The City Council shall provide for an independent annual audit of all City accounts and may provide for more frequent audits as it deems necessary. An independent certified public accountant or firm of such accountants shall conduct such audits. Such audits should be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Governmental Auditing Standards (GAGAS). The City may consider an independent forensic audit based on a recommendation by the City Manager, the City Auditor, or the Mayor.

§ 7.9. Public Records.

Copies of the final drafts of the employee contracts, budget, Capital Improvement Plan, independent audits, and appropriation and revenue ordinances shall be public records.

§ 7.10. Sales and Purchasing.

All sales of City property, purchases made, and contracts executed by the City shall be made in accordance with the requirements of the Constitution and laws of the State of Texas. The City Council will adopt a Financial Policy, including a Purchasing and Contracting Policy, based on Governmental Accounting Standards Board (GASB) policy and current best practices.

§ 7.11. Issuance of Bonds and Other Obligations of the City.

The City shall have the right and power to borrow money on the credit of the City for permanent public improvements or for other public purposes as determined by the City Council, and the power to issue bonds, certificates of obligation, warrants, or other evidence of indebtedness of the City as authorized by the laws of the State of Texas. Notwithstanding any other provisions of this Charter to the contrary, ordinances authorizing the issuance of bonds, certificates of obligation, warrants or other evidence of indebtedness, or ordinances authorizing the levy of taxes or the pledge of revenues to secure payment of indebtedness shall require only one

reading of the full ordinance or caption thereof, shall become effective immediately, and shall not be subject to referendum. The City Council may only authorize the issuance of general obligation bonds by a bond ordinance passed by the City Council and approved by a majority of the qualified voters voting in an election called for the purpose of authorizing the issuance of such bonds.

Any proposal to issue any debt instrument that affects the Interest & Sinking Fund portion of the City property tax rate shall require a public hearing with a notice of at least thirty (30) days.

§ 7.12. Taxation.

- a) The City shall have the power, within the limits of the laws of the State of Texas, to levy and collect annual taxes on all property, real, personal, or mixed, that is located within the City on January 1st of each year.
- b) The City Council, as soon as practicable after receipt of appraisal rolls from the Parker County Appraisal District but not later than the date required by state law shall enact the annual tax levy ordinance levying the tax rate per one hundred dollars (\$100.00) of taxable value, after meeting all requirements and laws of the State of Texas. Failure of the Council to enact a tax levy ordinance for a particular year shall not invalidate the collection of taxes for that year.
- c) If a property owner to whom the City owes a debt is in arrears in payment of City taxes, the City Manager may reduce the debt by an amount equal to the unpaid taxes. This right of setoff and counterclaim for taxes and arrears shall apply to any debt, claim, demand, or account owned by the City. No assignment or transfer, after taxes are due to a debt or any other claim shall affect the right of the City to set off taxes against the debt or other claim.

Article VIII Charter Amendments

§ 8.01. Proposal of Amendment.

Amendments to this Charter may be framed and submitted to the qualified voters of the City in the manner provided by the Constitution and the laws of the State of Texas as presently enacted or hereafter amended. Amendments to this Charter may be framed and proposed:

- a) In the manner provided by law, or
- b) By ordinance of the Council containing the full text of the proposed amendment and effective upon adoption, or
- c) By report of a Charter Commission created by ordinance, or
- d) By the voters of the City.

Proposal of an amendment must be submitted to the City Secretary in advance of a petition and reviewed by the City Attorney for conformity with this Charter, legality, and for the City Attorney to provide a title to be used on the petition and ballot and a description of the effect of

the proposed Charter amendment. Upon approval of sufficiency of the proposed amendment, the amendment will be submitted to the voters of the City.

A proposed amendment initiated by the voters shall be by petition containing the description of the amendment and title approved by the City Attorney and on forms issued by the City Secretary. The subject matter of a Charter amendment must be directed at the form of government and governance of the City, authorizing or limiting its powers, and directing the manner of exercise of those powers. The petition must be signed by a number of registered voters of the City that exceeds five (5) percent of the number of qualified voters of the municipality. The petitioners' committee may withdraw the petition at any time before the City Secretary certifies the petition for sufficiency.

§ 8.02. Election.

Upon delivery to the City election authorities of the report of a Charter Commission or delivery by the City Secretary of an adopted ordinance or a petition finally determined sufficient, proposing an amendment pursuant to [Section 8.01](#), the election authorities shall submit the proposed amendment to the voters of the City at an election. Such election shall be announced by a notice containing the complete text of the proposed amendment, published in a newspaper of general circulation in the City, and posted on the City's official website at least thirty (30) days prior to the date of the election. The election will be held on the next available uniform election date as allowed by law.

§ 8.03. Adoption of Amendment.

If a majority of those voting upon a proposed Charter amendment vote in favor of it, the City Council shall enter an order declaring adoption. The amendment shall become effective at the time fixed in the amendment or, if no time is therein fixed, upon entry of such order by City Council.

Article IX General Provisions

§ 9.01. Conflicts of Interest; Board of Ethics.

- a) **Conflicts of Interest.** The use of public office for private gain is prohibited. The City Council shall implement this prohibition by ordinance, the terms of which shall include, but not be limited to: acting in an official capacity on matters in which the official has a private financial interest clearly separate from that of the general public; the acceptance of gifts and other things of value; acting in a private capacity on matters dealt with as a public official; the use of confidential information; and appearances by City officials before other City agencies on behalf of private interests. This ordinance shall include a statement of purpose and shall provide for reasonable public disclosure of finances by officials with

major decision-making authority over monetary expenditures and contractual and regulatory matters and, insofar as permissible under State law, shall provide for fines and imprisonment for violations.

- b) **Board of Ethics.** The City Council shall, by ordinance, establish an independent Board of Ethics to administer and enforce the conflict of interest ordinance, financial disclosure ordinance, and the mandated Code of Ethics applicable to City officers, employees, and board and commission members. The Code of Ethics establishes standards of conduct thereby prohibiting behavior incompatible with the city's best interests and minimizes the risk of any appearance of impropriety and furthers the legitimate interests of the City. The City's Code of Ethics shall be used as the standard for making decisions regarding complaints involving ethics issues.

The Board of Ethics shall operate as a quasi-judicial body, separate from and independent of the City Council and City staff, and shall not be subject to their direction or control in the performance of its duties. The Board of Ethics is charged with insuring that the public has confidence in the integrity, independence, and impartiality of those who act on their behalf in the City's government.

The Board, composed of at least five (5) volunteers, shall be established by the City Council to advise the Council on the content and requirements of the ethics policies and ordinance. Board membership shall be established via an unbiased independent selection process.

Pursuant to such policies and ordinance, the Board shall have the authority and power to investigate complaints on its own initiative or on referral or complaint from officials, city employees, residents, or other persons dealing with the City, gather and hear evidence, issue and enforce subpoenas to compel the attendance of witnesses and any evidence or documents, to decide ethics complaints based on the information and facts submitted, to issue final advisory opinions, verbal or written reprimands and to admonish, and, in appropriate circumstances, to recommend to the city council and/or the city manager more severe disciplinary action, including recall, termination, civil litigation or criminal charges. Records of final determination shall be considered public information to the extent permitted by applicable law.

The Ethics Board may consult with independent legal counsel and other independent experts (e.g. Human Resources) as needed.

No member of the Board may hold elective or appointed office under the City or any other governmental entity or hold any political party office. The City Council shall appropriate sufficient funds to the Board of Ethics to enable it to perform the duties assigned to it and to provide annual training and education to city officials and employees, including candidates for public office, regarding the ethics code.

§ 9.02. Prohibitions.

- a) **Activities Prohibited.**
- 1) All appointments to or removal from any City position or commission shall not discriminate based on race, gender, age, familial status, disability, religion, country of origin, or political status.
 - 2) Knowingly giving false information—such as statements, documents, scores, or reports—about any test, certification, or appointment covered by this Charter is strictly prohibited.
 - 3) No City Official or employee in their capacity as a representative of the City shall knowingly or willfully solicit or assist in soliciting any assessment, subscription, or contribution for any political party or political purpose to be used in conjunction with any City election.
 - 4) No City officer or City employee shall knowingly or willfully make, solicit, or receive any contribution to the campaign funds of any political party or committee to be used in a City election or to campaign funds to be used in support of or opposition to any candidate for election to City office. Further, no City employee, in their capacity as an employee, or representing, suggesting, or implying that they are representing the City, shall knowingly or willfully participate in any aspect of any political campaign on behalf of or in opposition to any candidate for City office. This section shall not be construed to limit any person's right to express opinions nor shall it be construed to prohibit any person from active participation in political campaigns at any level of government.
- b) **Penalties.** Any person convicted or otherwise confirmed to be in violation of §9.02 (a) (2) through (4)), while acting in their official capacity, shall be ineligible for a period of five (5) years following such conviction or confirmation to hold any City office or position and, if an officer or employee of the City, shall immediately forfeit his or her office or position. The City Council shall establish by ordinance such further penalties as it may deem appropriate.

§ 9.03. Campaign Finance.

- a) **Disclosure.** The City Council shall enact ordinances to protect the ability of City residents to be informed of the financing used in support of, or against, campaigns for locally elected office. The terms of such ordinances shall include, but not be limited to, requirements upon candidates and candidate committees to report in a timely manner to the appropriate City office: contributions received, including the name, address, employer, and occupation of each contributor who has contributed \$250.00 or more; expenditures made; and obligations entered into by such candidate or candidate committee. In so far as is permissible under State law, such regulations shall also provide for fines and imprisonment for violations. The ordinance shall provide for convenient public disclosure of such information by the most appropriate means available to the City.
- b) **Contribution and Spending Limitations.** In order to combat the potential for, and appearance of, corruption, and to preserve the ability of all qualified community members to run for public office, the City shall, in so far as is permitted by state and federal law, have the authority to enact ordinances designed to limit contributions and expenditures by, or on behalf of, candidates for locally elected office. Ordinances pursuant to this section may

include but are not limited to: limitations on candidate and candidate committees that affect the amount, time, place, and source of financial and in-kind contributions; and, voluntary limitations on candidate and candidate committee expenditures tied to financial or non-financial incentives.

§ 9.04. Legal Provisions.

- a) **Judicial Notice.** This Charter shall be recorded in the City Secretary's office in a book kept for that purpose. As soon as practicable after its adoption, an authenticated copy of the Charter shall be certified to the Secretary of State of the State of Texas, at which time the Charter becomes a public act and may be read in evidence without pleading or proof, and judicial notice shall be taken thereof in all courts and places without further proof.
- b) **Application.** To the extent there is any conflict between the provisions of this Charter and the provisions of any Ordinance, regulation or rule enacted by the City, the terms of the Charter shall prevail.
- c) **Severability.** If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected. If the application of the Charter or any of its provisions to any person or circumstance is held invalid, the application of the Charter and its provisions to other persons or circumstances shall not be affected.
- d) **City Not Required to Give Security or Execute Bond.** The City may institute and prosecute suits without giving security therefor, and appeal from judgments of the courts without giving supersedeas or cost bonds, other bonds, or security whatsoever.
- e) **Liens, Assignment, Execution and Garnishments.** The real and personal property belonging to the City shall not be liable for the sale or appropriation under any writ or execution or cost bill, and no lien of any kind shall ever exist against any such property owned by the City except that the lien be created or authorized by this Charter or by state law. The funds belonging to the City in the hands of any person, firm, or corporation shall not be liable to garnishment, attachment, or sequestration. The City shall not be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers or agents shall be required to answer any such writ or garnishment on any account whatever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents, or contractors except by court order or as otherwise required by state law.
- f) **Written Notice of Injury.** Before the City shall be liable for damages, for personal injury of any kind, or for damage to property, the person who is injured or whose property is damaged or someone on behalf of that person shall give the City Manager notice of the alleged claim in writing within six (6) months after the date of the alleged injury or damage. The notice shall state specifically when, where, and how the injury or damage was sustained, setting forth the extent of the injury or damage as accurately as possible. The party also shall, whenever possible, give the names and addresses of all witnesses known to the claimant and upon whose testimony the claimant is relying to establish the injury or damage. In case of injury resulting in death, the person or persons claiming damage shall within six (6) months after the death of the injured person give notice as required above. Failure to notify the City of such a claim within six (6) months after the date of the claim shall exonerate,

exempt, and excuse the City from any liability whatsoever. Nothing in this section shall be construed to mean the City waives any rights, privileges, defenses, or immunities in tort action, or otherwise, which are provided under common law and state law.

- g) **Oath of Office.** All officers of the City shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by state law. The oath shall be administered by the Mayor, Mayor Pro Tem, City Secretary, Municipal Judge, or other person authorized by law to administer oaths.

§ 9.05 Continuity in Change.

- a) **Continuity Generally.** All rights, claims, actions, orders, ordinances, contracts, and legal or administrative proceedings existing before the adoption of this Charter shall continue except as modified by this Charter and shall be maintained, carried on, or dealt with by the City department, office, or agency appropriate under this Charter.
- b) **Disaster Clause.** The City Council shall provide, by ordinance or emergency response plan, for succession of office authority and power in the event of an emergency resulting in the loss or absence of the Mayor, Mayor Pro Tem, City Manager, and other officers exercising critical authority.

Article X Transitional Provisions

§ 10.01. General Transition Guidelines.

This article provides for a smooth and orderly transition from general law to home rule governance, ensuring continuity and stability in municipal operations.

§ 10.02. Adoption of Charter.

This Charter shall be submitted to the qualified voters of the City of Willow Park, Texas, for adoption or rejection, at which election, if a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter, it shall then immediately become the governing law of the City until amended or repealed. It being impracticable to submit this Charter so that each subject may be voted on separately, it is hereby prescribed that the election shall be “for” or “against” adoption of a charter, unless different ballot language is required by state law.

§ 10.03. Methods of Electing Council Members.

Upon a positive determination that this Charter is in effect following the canvas of the vote from the May 2026 election, the five (5) Council Members and the Mayor shall together appoint a Willow Park citizen to serve as Willow Park Council Member Place 6 who shall serve for an initial term until the regular City election in 2027.

The Council Member Place 6 shall then be selected by ballot in May of 2027. Also in the May 2027 election held under this Charter, Council members for Place 1, Place 2, and the Mayor shall be elected. At the May 2028 election held under this Charter, Council members for Place 3 and Place 4 shall be elected. At the May 2029 election held under this Charter, Council members for Place 5 and Place 6 shall be elected. Unless otherwise required by state law, elections for each position shall be held on the May uniform election date every third (3rd) year thereafter.

§ 10.04. Effective Date.

This Charter shall take effect immediately following adoption by the voters and entry of the official order by the City Council declaring the same adopted as soon as practicable. After adoption, the Mayor shall certify to the Secretary of State an authenticated copy of the Charter under the City's seal showing approval by the voters. The City Secretary shall record the Charter in a book kept for that purpose and keep and maintain the same as an official record of the City.

§ 10.05. Continuity of Operations.

- a) **Existing Ordinances.** All codes, ordinances, resolutions, rules and regulations in force on the effective date of this Charter shall remain in force until altered, amended or repealed by the Council. The Council shall review and conform all such codes, ordinances, resolutions, rules and regulations so transferred within three (3) years from the effective date of this Charter.
- b) **Current Officials.** All elected and appointed officials holding office at the time of adoption shall continue to serve until their successors are duly elected or appointed and qualified under the new Charter.

§ 10.06. Personnel Transition.

- a) **Training.** City personnel shall receive training on the new Charter provisions to ensure a smooth transition and effective governance.
- b) **Reassignments.** Personnel affected by the establishment of new departments shall be reassigned as necessary to maintain continuity of operations and services.

§ 10.07. Financial Provisions.

- a) **Budget Adjustments.** The City Manager shall prepare budget adjustments to accommodate the new departmental structures and any additional costs associated with the transition.

§ 10.08. Public Communication.

- a) **Public Notices.** The City shall issue public notices to inform residents about the transition process, including key changes and developments.
- b) **Community Meetings.** The City Council shall hold community meetings to address questions and gather feedback during the transition period.

§ 10.08. Development of Board of Ethics

The City Council will propose an ordinance to define the Board of Ethics in accordance with §9.01 (b) within six (6) months of adoption of this Charter and hold at least one (1) public hearing on the proposal.

Article XI Definitions

§ 11.01. Definitions of Terms in this document

This document follows the Texas Legislature and Texas courts general reliance on the ordinary meaning of words. Consult the current version of the *Merriam-Webster Dictionary* to resolve cases requiring clarification of word usage.

§ 11.02. Specific Terms used in this Charter

- a) Qualified Voter – A person is determined to be a “qualified voter” when he or she (1) maintains a permanent residence within the corporate city limits of Willow Park, (2) is currently registered as a voter in Parker County, Texas, and (3) meets all other Texas Election Code requirements to be eligible for voting.

CITY OF WILLOW PARK, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF WILLOW PARK ON MAY 2, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION TO APPROVE THE ADOPTION OF A HOME RULE CHARTER; TO ENTER INTO A JOINT ELECTION CONTRACT WITH PARKER COUNTY TO CONDUCT THE SPECIAL ELECTION ON BEHALF OF THE CITY OF WILLOW PARK; DESIGNATING THE PLACE AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to order a Special Election on May 2, 2026, for the purpose of submitting to the voters a proposition to adopt a Home Rule Charter in accordance with Section 9.003 of the Texas Local Government Code; and

WHEREAS, pursuant to Section 9.002(d)(1)(A) and (2) of the Texas Local Government Code, Council selected a charter commission in 2025 and the charter commission proceeded with formation of a Home Rule Charter for the City; and

WHEREAS, the Home Rule Charter Commission submitted the final proposed Home Rule Charter to the City Council on February 10, 2026; and

WHEREAS, under Texas Local Government Code §9.003, the City Council is required to submit the charter prepared by the charter commission to the qualified voters of the municipality at an election to be held on the first authorized uniform election date that allows sufficient time to comply with the Texas Election Code and other law, and which occurs on or after the 40th day after the charter commission completes its work; and

WHEREAS, the City Council now seeks to proceed with the ordering of a special municipal election on Saturday, May 2, 2026, the next uniform election date, and appointing certain election officers required for the conduct of the election, and the City has previously ordered a general election as reflected in the City of Willow Park Ordinance No. 930-26, and has deemed it advisable to call the election hereinafter ordered; and

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, Section 31.092, to enter into an election services contract with Parker County to furnish certain election services; and

WHEREAS, this Ordinance complies in all respects to the Texas Election Code and Chapter 9 of the Texas Local Government Code.

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

I. INCORPORATION OF PREMISES

The above and foregoing premises are hereby declared true and accurate and are incorporated as is set forth fully herein.

II. SPECIAL ELCTION ADOPTION OF HOME RULE CHARTER

The City Council hereby approves the proposed Home Rule Charter set forth in its entirety in Exhibit "A," attached to and made part of this Ordinance for all purposes. That a special election shall be held on the May 2, 2026, election date to submit the question of adoption of the municipality's first Home-Rule Charter to the qualified voters of the City of Willow Park, Texas.

III. CALL OF ELECTION; DATE; HOURS

The City Council of Willow Park, Texas, hereby calls a special election with Parker County, Texas, as prescribed by the Texas Election Code, and the election shall be held at 120 El Chico Trail, Suite A, Willow Park Texas, on the 2nd of May 2026, from 7:00 a.m. until 7:00 p.m.

IV. VOTING PRECINCTS; POLLING PLACE; HOURS

That portion of Parker County Election Precincts 410, 415, 425 and 435 within the territory of the City is hereby designated as the voting precinct of the City in compliance with Texas Election Code section 42.0621. The precinct number for the City's election precincts shall be the corresponding number for the Parker County Election Precincts located within the territorial boundaries of the City. The Polling Places of the City for the Election shall be the regular county polling places in Parker County. The poll at the designated polling place on Election Day shall be open from 7:00 a.m. until 7:00 p.m.

The voting precincts and polling places of the City for the special election will be determined by the Parker County Elections Administrator, as identified in the Contract, as amended, and Notice of Election.

V. JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

(a) The Election shall be conducted in accordance with the Election Code under the jurisdiction of the Parker County Elections Administrator (the "Election Administrator"), pursuant to a Joint Election Agreement and Contract for Election Services, as amended, previously executed, approved, and entered with Parker County, and other participating entities, as described in the Contract approved by the City Council as reflected in Willow Park Ordinance No. 930-26 on January 13, 2026.

(b) As set out in the Contract attached and incorporated into Ordinance No. 930-26 the City Manager or designee is authorized to amend or supplement any and all contracts for the administration of the Election, including without limitation the Joint Election Agreement and Contract for Election Services, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Election Administrator and in accordance with the Election Code and the Local Government Code.

VI. CONDUCT OF SPECIAL ELECTION; BALLOTS; APPOINTMENT OF ELECTION OFFICERS

(a) The Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use

of electronic system ballots. Preparation of the official ballots for the Election shall conform to the requirements of the Texas Election and Local Government Codes. The official ballots for the Home Rule Charter election shall be prepared in accordance with the Texas Election and Local Government Codes and all applicable laws so as to permit the electors to vote "FOR" or "AGAINST" the proposed Charter. Pursuant to Section 9.003(c) of the Texas Local Government Code, as amended, the Charter Commission determined it to be impracticable to submit the proposed Charter to the voters by subject, therefore, the ballot language shall be as follows:

The City of Willow Park shall adopt the proposed Home Rule Charter. (La Ciudad de Willow Park aprobará la propuesta Carta de Autonomía.)

FOR []
(A FAVOR)

AGAINST []
(EN CONTRA)

(b) The Election shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and United States of America. The Parker County Elections Administrator shall appoint the persons to serve as the Presiding Election Judge and Alternate Presiding Election Judge for each voting precinct for the Election. The Presiding Election Judge and the Alternate Presiding Election Judge for the voting precinct shall be qualified voters of such precinct or otherwise eligible to serve pursuant to Election Code, Chapter 271. The Presiding Election Judge may appoint the number of election clerks to assist the Judge in the conduct of the Election at the polling place as agreed upon in the Parker County Contract for Election Services. The Alternate Presiding Judge may be appointed as a clerk. The Alternate Presiding Election Judge may serve as the Presiding Election Judge for the precinct in the absence of the Presiding Election Judge. The Presiding and Alternate Election Judge and election clerks shall be compensated at the hourly rate agreed upon in the Parker County Contract for Election Services. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code and other applicable laws.

VII. EARLY VOTING BY MAIL

The City Council hereby appoints the Elections Administrator of Parker County, Texas, as Regular Early Voting Clerk. Ballot applications and ballots voted by mail shall be addressed to the Early Voting Clerk at the address indicated immediately below:

Jenise Miller
Early Voting Clerk
1112 Santa Fe Drive
Weatherford, TX 76086

Applications for ballot by mail must be received no later than 5:00 p.m. on April 20, 2026.

VIII. EARLY VOTING BY PERSONAL APPEARANCE; EARLY VOTING BALLOT BOARD.

(a) Early voting by personal appearance shall be conducted from April 20, 2026, thru

April 28, 2026. Times and locations will be determined as set by the Parker County Elections Administrator is the Early Voting Clerk as identified in the Contract and Notice of Election.

(b) The Parker County Election Administrator shall appoint an Erly Voting Ballot Board to count and return early voting ballots.

(c) Early voting location and times may be changed, or additional early voting locations may be added by the Parker County Elections Administrator without further action of the City Council or amendment to this Ordinance, as is necessary for the proper conduct of the Election.

IX. ELECTION INFORMATION TO BE PROVIDED IN THE SPANISH LANGUAGE

To the extent required by law, all notices, ballots, and other written materials pertaining to the Election shall be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process.

X. NOTICE OF ELECTION

Notice of the special election shall be given as required by the Election Code and the Local Government Code. The City Secretary shall cause the proposed Charter to be mailed to all eligible voters in English and in Spanish. The City Secretary shall also cause the Notice of Election to be published one time in the English and Spanish languages, in a newspaper published in the territory that is covered by the Election and is in the jurisdiction of the City. The notice shall be published not earlier than the 30th day or later than the 10th day before the Election, as required by section 4.003 of the Election Code. Notice of the Election shall also be posted on the bulletin board on which the City Council posts notices of its meetings not later than the 21st day before the Election. The contents of the Notice of Election shall comply with the requirements of the Election and Local Government Codes. The Notice of Election shall be delivered to the Parker County Clerk not later than the 60th day before the Election.

XI. AUTHORITY OF MAYOR

(a) The Mayor and City Secretary, in consultation with the City Attorney, shall have the authority to take, or cause to be taken, all actions necessary to comply with the provisions of the Texas Election Code as reasonable and necessary to ensure the Election is fairly held and returns counted and tabulated for canvass by the City Council, which actions are hereby ratified and confirmed.

XII. INCONSISTENT PROVISIONS

All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

XIII. GOVERNING LAW/QUALIFIED VOTERS

The special election shall be held in accordance with the Constitution of the State of Texas, the Election Code, and Chapter 9 of the Texas Local Government Code, and all residents qualified voters of the City shall be eligible to vote at the election.

XIV. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void, or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely

affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

XV. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

XVI. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

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

CITY OF WILLOWPARK
ORDINANCE NO. 930-26

AN ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 2, 2026 FOR THE PURPOSE OF ELECTING CERTAIN MUNICIPAL OFFICERS FOR THE CITY OF WILLOW PARK, SPECIFICALLY CITY COUNCILMEMBERS FOR PLACE NO. 3, PLACE NO. 4 AND PLACE NO. 5; DESIGNATING A POLLING PLACE, WITHIN THE MUNICIPAL LIMITS; APPOINTING A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a general election for certain municipal officers of the City of Willow Park, Texas is ordered herein for May 2, 2026 under the authority of law; and

WHEREAS, Jenise Miller, the Elections Administrator for Parker County, is designated under §83.005 TEX. ELECTION CODE as the Early Voting Clerk for elections ordered on behalf of a municipality; and

WHEREAS, the City will enter into an agreement with Parker County for the provision of election services and said agreement provides for an election judge and the dates on which early voting shall occur; and

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

SECTION 1. INCORPORATION

All of the above precatory statements are true and correct and incorporated herein for all purposes.

SECTION 2. DATE OF ELECTION

It is hereby ordered that an election for certain municipal officers shall be held in and throughout the City of Willow Park, Texas on MAY 2, 2026.

SECTION 3. PURPOSE OF ELECTION

The purpose of the election is to provide for the general election of city officers, specifically: Councilmember Place No. 3, Councilmember Place No. 4, and Councilmember Place No.5. The term for Councilmember Place No. 3; Councilmember Place No. 4 and Councilmember Place No. 5 will be for a term of two years, ending May 2028.

SECTION 4. POLLING PLACE

The polling location for election day shall be the City of Willow Park City Hall located at 120 El Chico Trail, Suite A, Willow Park, Texas. In accordance with §41.031(b) TEX. ELECTION CODE, said polling place shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of election.

SECTION 5. ELECTION JUDGES

The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed by Parker County pursuant to an agreement with the County.

All Election Judges herein appointed shall appoint not more than two eligible persons as clerks to serve and assist in the conduct of election. Provided, however, that if the Election Judge named herein actually serves, the Alternate Election Judge shall serve as one of the clerks. All election clerks shall be qualified voters of the City.

SECTION 6. EARLY VOTING CLERK

Jenise Miller, the Elections Administrator for Parker County, is hereby designated as the Early Voting Clerk pursuant to §83.05 TEX. ELECTION CODE for the election ordered herein. The official mailing address of the early voting clerk is 1112 Santa Fe Drive, Weatherford, Texas 76086. The email address and telephone number of the early voting clerk is crickett.miller@parkercountytexas.com and 817-598-6185. The City Secretary is further ordered to procure and allocate the supplies necessary to conduct the election pursuant to §51.003(3) TEX. ELECTION CODE and to provide written notice to the presiding and alternate presiding judge of the election as specified by §32.009 TEX. ELECTION CODE.

SECTION 7. PUBLICATION AND POSTING OF NOTICE

Notice of the City election shall be given by posting a Notice of Election at the City of Willow Park City Hall on the bulletin board or other location used for posting notices of the meetings of the City Council, not later than 21 days prior to the date of the election, and by publication of said notice at least once in the newspaper published in the City, or if none, in a newspaper of general circulation. The date of said publication to be not less than 10 days nor more than 30 days prior to the date set for the election. Upon publication of the election notice, the City Secretary shall secure a Publisher's Affidavit or copy of the notice which complies with the requirements of §4.005 TEX. ELECTION CODE.

SECTION 8. EARLY VOTING

Early voting by personal appearance shall commence on April 20, 2026 and shall continue Monday through Friday from 8:00 a.m. until 5:00 p.m. April 20, 2025 to April 28, 2025; and from 7:00 am until 7:00 pm on April 21 & 27, 2026; at a location to be determined by the City and the Early Voting Clerk. Extended hours for early voting shall be determined by the Early Voting Clerk and the City. A supplemental notice shall be issued stating the early voting location and the dates for the extended hours of early voting. Early voting shall be conducted in accordance with the requirements of the Texas Election Code.

Applications for voting by mail shall be delivered to the Early Voting Clerk at the same address not later than the close-of-business on April 21, 2026.

The Early Voting Clerk's address to which ballots voted by mail may be sent is:

Jenise Miller
Early Voting Clerk
1112 Santa Fe Drive Weatherford, TX
76086

SECTION 9. NECESSARY ACTIONS

The Mayor, City Council, or City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take all actions necessary to comply with the provisions of the TEX. ELECTION CODE in carrying out and conducting the election whether specifically authorized herein.

The City Secretary is directed to send a copy of the executed Order of Election to the Parker County Clerk and Election Administrator on or before February 27, 2026, pursuant to § 4.008 TEX. ELECTION CODE.

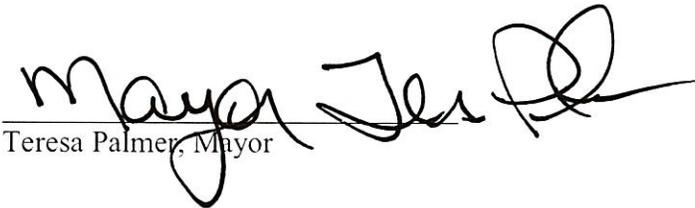
SECTION 10. SEVERABILITY

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

SECTION 11. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its adoption.

PASSED, APPROVED AND ADOPTED on this 13th day of January 2026.


Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary



The Willow Park City Council is acting on **Ordinance No. 930-26**, did on the 1th day of January 2026 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Teresa Palmer	_____	_____	_____
Eric Contreras, Place 1	<input checked="" type="checkbox"/>	_____	_____
Chawn Gilliland, Place 2	<input checked="" type="checkbox"/>	_____	_____
Buddy Wright, Place 3	<input checked="" type="checkbox"/>	_____	_____
Scott Smith, Place 4	_____	_____	_____
Nathan Crummel Place 5	<input checked="" type="checkbox"/>	_____	_____ ABSENT



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

Checklist for Entities Holding Election on May 2, 2026

- **FEBRUARY 13, 2026**, Deadline for additional early vote and/or election day polling locations
- **FEBRUARY 13, 2026**, Last day to order election and last day to file for General Election
Email Order of Election to Parker County Election's Office, type of election (General and/or Special) crickett.miller@parkercountytexas.com
- **FEBRUARY 17, 2026**, Write-in deadline
- **FEBRUARY 19, 2026**, Street index list of the entity due
- **FEBRUARY 23, 2026, by 1 PM** Email ballot title of races, candidate names and order of position beside each name or list them in the order needed on the ballot – *You may send the ballot wording sooner*
- **FEBRUARY 27, 2026**, Contract and deposit due to Parker County Elections Office – PO Box 369, Weatherford, TX 76086
- Once Parker County receives proofs for the ballots, they will be emailed to each entity to sign off (this may occur several times until all ballots are correct).
- Once Parker County receives audio proofs for the ballot, they will be emailed to each entity to sign off
- Bond election notices Due to Parker County Election Office by **APRIL 7, 2026**
- If you have an attorney helping with bond election please email Crickett the name of attorney, email and phone number
- Last day to register to vote: **April 2, 2026**
- Last day to request ballot by mail (Received in office): **April 21, 2026 5:00 pm.**
- **June 13, 2026**, Runoff Election Day

Checklist for AFTER the Election

- Canvass date set on or after: **May 11, 2026, AT 3:00 pm or later**
- Canvass Packet will be ready at noon: **May 11, 2026, BY 3:00 pm**
- Last day to canvass results: **MAY 13, 2026**
- Final Invoice from the Elections Administrator will be emailed and mailed after the election.
Return payment to Parker County Elections PO Box 639, Weatherford, TX 76086
- If refund from deposit is due to an entity, an email will be sent to inform you of the amount being returned.

Amy Gregory
 (817) 598-6031
amy.gregory@parkercountytexas.com

Jenise "Crickett" Miller
 (817) 598-6028
crickett.miller@parkercountytexas.com

Jenise "Crickett" Miller

ELECTIONS ADMINISTRATOR

Parker County, TX

1112 Santa Fe Drive, Weatherford, 76086

PO BOX 639, Weatherford, 76086

817-598-6185



Item 14.

December 12, 2025

Thank you for considering contracting with Parker County to conduct your election on **MAY 2, 2026**. The contract is attached with a checklist. The Contract contains early voting and Election Day dates and hours and a cost estimate for the election.

Special Note: Section XV: Miscellaneous Provisions in the contract – The Parker County Election Office needs an up-to-date street index with addresses and ranges for your entity by **February 13, 2026, or sooner**. The final cost will be compiled after the election, and an invoice with the remaining balance to be paid will be emailed. If a refund should be issued, an invoice with the refund balance will be emailed. Please send this contract and the 75% deposit on or prior to **February 27, 2026**.

Requests for Special Polling locations and hours must be made by **FEBRAURY 13, 2026 (last day to order election)**, please email to crickett.miller@parkercountytexas.com. If your entity should request additional early voting sites and hours, other than the original lists in this packet, your entity will be held accountable for the total cost of the polling location(s) requested. The Entity requesting the additional polling sites may have to assist in finding poll workers if the Election Office is not able to obtain staff.

Canvass paperwork will be ready by 3 pm on **MAY 11, 2026**; please **do not plan your canvass before this date**. If prefer to have your canvass report mailed to you, let me know, otherwise everyone will receive their canvass via email. As always, if you have any questions please feel free to call the office at any time.

Jenise "Crickett" Miller

Jenise "Crickett" Miller

ELECTIONS ADMINISTRATOR

Parker County



THE STATE OF TEXAS
COUNTY OF PARKER

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

Independent School Districts

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

Cities

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

Emergency Service Districts

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

College

WEATHERFORD COLLEGE

Hospital

PARKER COUNTY HOSPITAL
DISTRICT

MUD

CRESSON CROSSROADS MUD #2

SUD

WALNUT CREEK SPECIAL UTILITU
DISTRICT
SANTO SPECIAL UTILITY DISTRICT

APPRAISAL DISTRICT

PARKER COUNTY



This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint **MAY 2, 2026**, election to be administered by Jenise “Crickett” Miller, Parker County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a special or general election **MAY 2, 2026**.

The county owns an electronic voting system, the HART InterCivic Verity DUO Voting System (Version 2.7), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County’s electronic voting system and compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

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

I: ADMINISTRATION

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

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

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



II: LEGAL DOCUMENTS

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

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

III: POLLING LOCATIONS

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

If polling locations for the **MAY 2, 2026** joint election are different from the polling locations used by a participating authority in its most recent election, the Elections Administrator agrees to post a notice no later than **APRIL 30, 2026** at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivisions’ polling location name and address in affect for the **MAY 2, 2026**. This notice shall be written in both English and Spanish languages.

IV: ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

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

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling location officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling location containing more than 5% Hispanic populations as determined by the 2020 Census shall have one or more election officials who are fluent in both English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling location. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by the polling location shall be responsible for recruiting a bilingual worker for translation services at that polling location.



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

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

Each election judge and clerk will receive compensation at the hourly rate established by Parker County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to the Election Day and for returning the supplies and equipment to the central counting station after the polls close.

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

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

V: PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

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

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



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

IV: EARLY VOTING

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

Early Voting by personal appearance will be held at the polling locations, dates, and times listed in Exhibit "A" of this document and shall be the Early Voting sites to be used in the Parker County GENERAL/SPECIAL ELECTION to be held on **MAY 2, 2026**. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

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

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

VII: EARLY VOTING BALLOT BOARD

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

VIII: CENTRAL COUNTING STATION AND ELECTION RETURNS

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



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

Early Voting Clerk:	Jenise "Crickett" Miller
Central Counting Station Manager/Tabulation:	Stacey Bryan
Assistant Tabulation Supervisor:	Amy Gregory
Central Count Assistants:	Lori Williams
	Angie Hudson

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

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

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

The Elections Administrator shall be responsible for conducting the Post-Election Hand Count Audit (formerly known as the Partial Manual Count – changed by Senate Bill 827, effective Sept. 1, 2025) required by Section 127.201 of the Texas Election Code.

IX: PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE PARKER COUNTY

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

X: RUN-OFF ELECTIONS

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

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



Each participating authority agrees to order any run-off election(s) at or before its meeting for canvassing the votes from the **MAY 2, 2026**, election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its run-off election. Runoff date will be **TBD**, if runoff is needed.

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

XI: ELECTION EXPENSE AND ALLOCATION OF COSTS

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

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

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

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

XII: WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051-2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Parker County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. The minimum fee shall be \$75.00. Any monies over the \$75.00 minimum fee will be due within thirty days of the withdrawal from the contract.

XIII: RECORDS OF THE ELECTION

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

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

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgement, whichever



is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation, or open records request which may be filed with the authority.

XIV: RECOUNTS

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

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

XV: MISCELLANEOUS PROVISIONS

1. Each participating entity shall be solely responsible for providing the Elections Administrator with a street index along with the ranges for their entity's district for the **MAY 2, 2026**, election by **FEBRUARY 19, 2026**.
2. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the county's election equipment and polling locations, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes, and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
3. The Elections Administrator shall file copies of this document within the Parker County Elections Administrator Office, Parker County Auditor, and the Parker County Treasurer in accordance with Section 31.099 of the Texas Election Code.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. This agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Parker County, Texas.
6. In the event that one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be constructed as if such invalid, illegal, or unforce able provision had never been contained herein.
7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
8. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
9. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.



XVI: COSTS ESTIMATES AND DEPOSIT OF FUNDS

Each participating authority agrees to pay the Parker County Elections Administrator 75% due with the signed contract. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the **MAY 2, 2026**, election (or run-off election, if applicable), and the authority shall pay to the Elections Administrator the balance due within 30 days after receipt of the invoice from the Parker County Treasurer's Office.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement are attached Exhibit B. Deposit is due by **FEBRUARY 27, 2026**.

XVII: JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

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

ACCEPTED AND AGREED TO BY THE PARTICIPATING AUTHORITY

ALEDO INDEPENDENT SCHOOL DISTRICT
TITLE: _____

AZLE INDEPENDENT SCHOOL DISTRICT
TITLE: _____

BROCK INDEPENDENT SCHOOL DISTRICT
TITLE: _____



GARNER INDEPENDENT SCHOOL DISTRICT
TITLE: _____

GRANBURY INDEPENDENT SCHOOL DISTRICT
TITLE: _____

LIPAN INDEPENDENT SCHOOL DISTRICT
TITLE: _____

MILLSAP INDEPENDENT SCHOOL DISTRICT
TITLE: _____

MINERAL WELLS INDEPENDENT SCHOOL DISTRICT
TITLE: _____

PEASTER INDEPENDENT SCHOOL DISTRICT
TITLE: _____

POOLVILLE INDEPENDENT SCHOOL DISTRICT
TITLE: _____



PERRIN-WHITT C INDEPENDENT SCHOOL DISTRICT
TITLE: _____

SPRINGTOWN INDEPENDENT SCHOOL DISTRICT
TITLE: _____

WEATHERFORD INDEPENDENT SCHOOL DISTRICT
TITLE: _____

CITY OF ALEDO
TITLE: _____

TOWN OF ANNETTA
TITLE: _____

TOWN OF ANNETTA NORTH
TITLE: _____



TOWN OF ANNETTA SOUTH

TITLE: _____

CITY OF AZLE

TITLE: _____

TOWN OF BROCK

TITLE: _____

CITY OF COOL

TITLE: _____

CITY OF CRESSON

TITLE: _____

TOWN OF DENNIS

TITLE: _____

CITY OF FORT WORTH

TITLE: _____



CITY OF HUDSON OAKS

TITLE: _____

CITY OF MILLSAP

TITLE: _____

CITY OF MINERAL WELLS

TITLE: _____

TOWN OF PEASTER

TITLE: _____

CITY OF SANCTUARY

TITLE: _____

CITY OF RENO

TITLE: _____

CITY OF SPRINGTOWN

TITLE: _____



CITY OF WEATHERFORD
TITLE: _____

John R. Mayer

CITY OF WILLOW PARK
TITLE: *Mayer* _____

ESD NO. 1
TITLE: _____

ESD NO. 3
TITLE: _____

ESD NO. 6
TITLE: _____

ESD NO. 7
TITLE: _____

ESD NO. 8



TITLE: _____

ESD NO. 9
TITLE: _____

WEATHERFORD COLLEGE
TITLE: _____

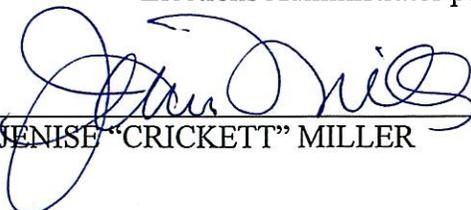
WALNUT CREEK SPECIAL UTILITY DISTRICT
TITLE: _____

SANTO SPECIAL UTILITY DISTRICT
TITLE: _____

PARKER COUNTY HOSPITAL DISTRICT
TITLE: _____

CRESSON CROSSROADS MUD #2
TITLE: _____

2. It has on the 18th day of **December 2025** been executed by the Parker County Elections Administrator pursuant to the Texas Elections code so authorizing;



JENISE "CRICKETT" MILLER



PARKER COUNTY ELECTIONS ADMINISTRATOR

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

JOHN FORREST, COUNTY ATTORNEY
PARKER COUNTY, TEXAS



EXHIBIT A: ELECTION DATE AND TIMES

EARLY VOTING

Main Voting Site (Sitio de votacion principal)

Election Building
801 Santa Fe Dr
Weatherford, 76086

Branch Voting Sites

Springtown Senior Center
Community Room
1070 N Main St
Springtown, 76082

Peaster ISD Rock Gym
Back Room of Gym
8512 FM RD 920
Peaster, 76088

Aledo ISD Admin Building
Louden Room
1008 Bailey Ranch Rd
Aledo, 76008

Hudson Oaks Public Safety Building
Training Room
150 N Oakridge Dr
Hudson Oaks, 76087

Azle City Hall
Community Room
505 W Main St
Azle, 76020

Olive Branch Masonic Lodge #792

201 Grindstone Rd
Brock, 76087

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

Monday, April 20, 2026 (<i>Lunes 20 de abril de 2026</i>)	8:00AM-5:00PM
Tuesday, April 21, 2026 (<i>Martes 21 de abril de 2026</i>)	7:00AM-7:00PM
Wednesday, April 22, 2026 (<i>Miercols 22 de abril de 2026</i>)	8:00AM-5:00PM
Thursday, April 23, 2026 (<i>Jueves 23 de abril e de 2026</i>)	8:00AM-5:00PM
Friday, April 24, 2026 (<i>Viernes 24 de abril de 2026</i>)	8:00AM-5:00PM
Monday, April 27, 2026 (<i>Lunes 27 de abril de 2026</i>)	7:00AM-7:00PM
Tuesday, April 28, 2026 (<i>Martes 28 de abril de 2026</i>)	8:00AM-5:00PM

ELECTION DAY SITES MAY 2, 2026, 7:00AM-7:00PM

Azle City Hall	505 W Main St, Azle 76020	Community Room
Springtown Senior Center	1070 N Main St, Springtown 76082	Community Room
Peaster ISD Rock Gym	8512 FM RD 920, Peaster 76088	Back Room of Gym
Olive Branch Masonic Lodge #792	201 Grindstone Rd, Brock 76087	
Hudson Oaks Public Safety Bldg.	150 Oakridge Dr, Hudson Oaks 76087	Training Room
Aledo ISD Admin Building	1008 Bailey Ranch Rd, Aledo 76008	Louden Room
Parker County Election Bldg.	801 Santa Fe Dr, Weatherford 76086	

Applications for Ballot by Mail may be obtained by calling (817) 598-6185
 Applications for ballots by mail must be received by the Early Voting Clerk
NO later than the close of business day on Tuesday, April 21, 2026
 Applications for ballot by mail shall be mailed to:

*(Las solicitudes de boletas por correo deben ser recibidas por el Secretario de Voatcion Anticipada
 No mas tarde que el cierre del dia habil el Martes 21 de Abril de 2026
 Las solicitudes de bolete electoral por correo se enviaran por correo a:)*

Early Voting Clerk, PO Box 639, Weatherford, 76086
 Email: s.bryan@parkercountvtx.com Fax: (817) 598-6183



EXHIBIT B: COST ESTIMATE FOR ELECTION

May 2, 2026, ELECTION

	ESTIMATE
PROGRAMMING	\$1,500.00
SHIPPING	\$15.00
TEST BALLOTS	\$15.00
COPIES FOR BOND TO POLL SITES	
EARLY VOTING SUPPLIES	\$20.00
ELECTION DAY SUPPLIES	\$20.00
ELECTION WORKER PAYROLL	\$900.00
EARLY VOTING BY MAIL (based upon how many voters request ballot by mail)	\$5.00
EARLY VOTING BY MAIL (Office Payroll Help)	\$0.00
BALLOT PAPER (based on how many voters vote)	\$50.00
MILEAGE DURING EARLY VOTING AND ELECTION DAY	\$0.00
PREPARATION AND DISTRIBUTION OF EARLY VOTING SUPPLIES	\$25.00
PREPARATION AND DISTRIBUTION OF ELECTION DAY SUPPLIES	\$50.00
VERIZON MIF (TOTAL DIVIDED BY # ENTITIES INVOLVED (\$1367.64))	\$120.00
LAT NOTICE - No longer required	\$0
NOTICE OF ELECTION NEWSPAPERS	\$80.00
TOTAL	\$2,800.00
10% ADMINISTRATIVE	\$280.00
EQUIPMENT RENTAL - \$1,000 per entity flat fee	\$1,000.00
TOTAL DUE	\$4,080.00
DOWN PAYMENT (75% of Total Due)	\$3,060.00

Note: The election worker payroll will vary depending on number of workers used for the election, and the cost is based off the percentage of registered voters are in each entity. Entities with a larger registered voter count will receive a higher amount to pay for the election workers, than an entity with a smaller number of voters



City of Willow Park

After Action Report



Winter Weather Event Jan. 23-29

Summary: the City of Willow Park Emergency Management, Police Department, and Public Works teams reported minor to moderate impacts from the winter storm, with the biggest operational disruption being the closure of city hall due to road conditions.

EMERGENCY MANAGEMENT TEAM:

Fire Marshal John Schneider

Interim City Manager Michelle Guelker

Public Information Officer Rose Hoffman

PUBLIC WORKS:

- Our public works team, led by Public Works Director Chase McBride, stayed on duty 24/7 during the duration of the storm. Crews reported one well and a pump room that froze but staff was able to keep water continuously flowing throughout the event. There were also a few calls from residents about frozen lines on their end, and public works provided guidance to those community members.
- During the deepest part of the freeze, crews maintained and prepared our equipment - including a backhoe, skid steer, and excavator - to try to clear the roads as quickly as possible once the precipitation passed. Crews began working on Sunday to treat roads and began clearing them Tuesday, working through Thursday on clearing. Crews reported the roads were extremely difficult to clear due to the thickness of the ice. Roads nearest emergency facilities were given top priority throughout the event.
- Kings Gate hill was closed as a precaution for the duration of the weather.
- There were no water or wastewater service interruptions to our customers during the event.

EMERGENCY MANAGEMENT:

- The emergency management team, led by Fire Marshal John Schneider, began preparing a plan on 1/20. Lines of communication were established between our city and county emergency services departments.
- Fire Marshal Schneider and Public Information Officer Rose Hoffman both joined webinars with National Weather Service to monitor any changes in the forecast and communicate on preparing for the storm with our community.
- The Parker County Office of Emergency Management activated an Emergency Operations Center on Friday, 1/23.
- During the storm, Fire Marshal Schneider communicated regularly with the county to share our road, water, and wastewater conditions for the county's reports.
- PIO Hoffman provided communications support to the county and other local agencies as needed.

Winter Weather Event Jan. 23-29

Item 15.

POLICE:

- Chief Ray Lacy said no major accidents were reported during the emergency operations period.
- Patrol crews continued to cover the city 24/7 for the duration of the event.

COMMUNICATIONS:

- Posts to social media about weather preparation began on 1/20, emphasizing preparation for the weather and safety tips.
- The Winter Weather page on the website was activated 1/23.
- Regular updates were provided to the public via the website and our social media channels, including road conditions, city hall closures, and trash collection schedule changes.
- Daily updates were provided to the mayor and council internally.

Post incident analysis:

- *Outdated equipment in the Public Works Department hampered efforts at treating roads after the ice and snow - Director McBride recommends upgrading salting equipment.*
- *The city's crisis communications plan has not been updated since 2021 - PIO Hoffman recommends an update to the plan to prevent duplication of effort on future events.*





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 27, 2026	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	13,335,085	8,612,750	21,947,835
February	12,974,193	7,745,700	20,719,893
March	14,765,270	11,378,125	26,143,395
April	16,540,959	11,305,430	27,846,389
May	14,097,595	14,127,430	28,225,025
June	13,273,582	18,206,200	31,479,782
July	14,107,967	24,801,820	38,909,787
August	14,821,098	25,801,820	40,622,918
September	13,078,040	22,462,390	35,540,430
October	13,323,542	27,755,536	41,079,078
November	12,584,455	14,321,670	26,906,125
December	14,857,583		

* 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 1, 2025 – January 1, 2026 we have had 15 significant leaks throughout the city with a water loss of 316,660 gallons.

Streets

Parker County has completed the road projects in the Kingswood and the Royal View subdivisions. We have continued to patch potholes.

New Wastewater Treatment Plant

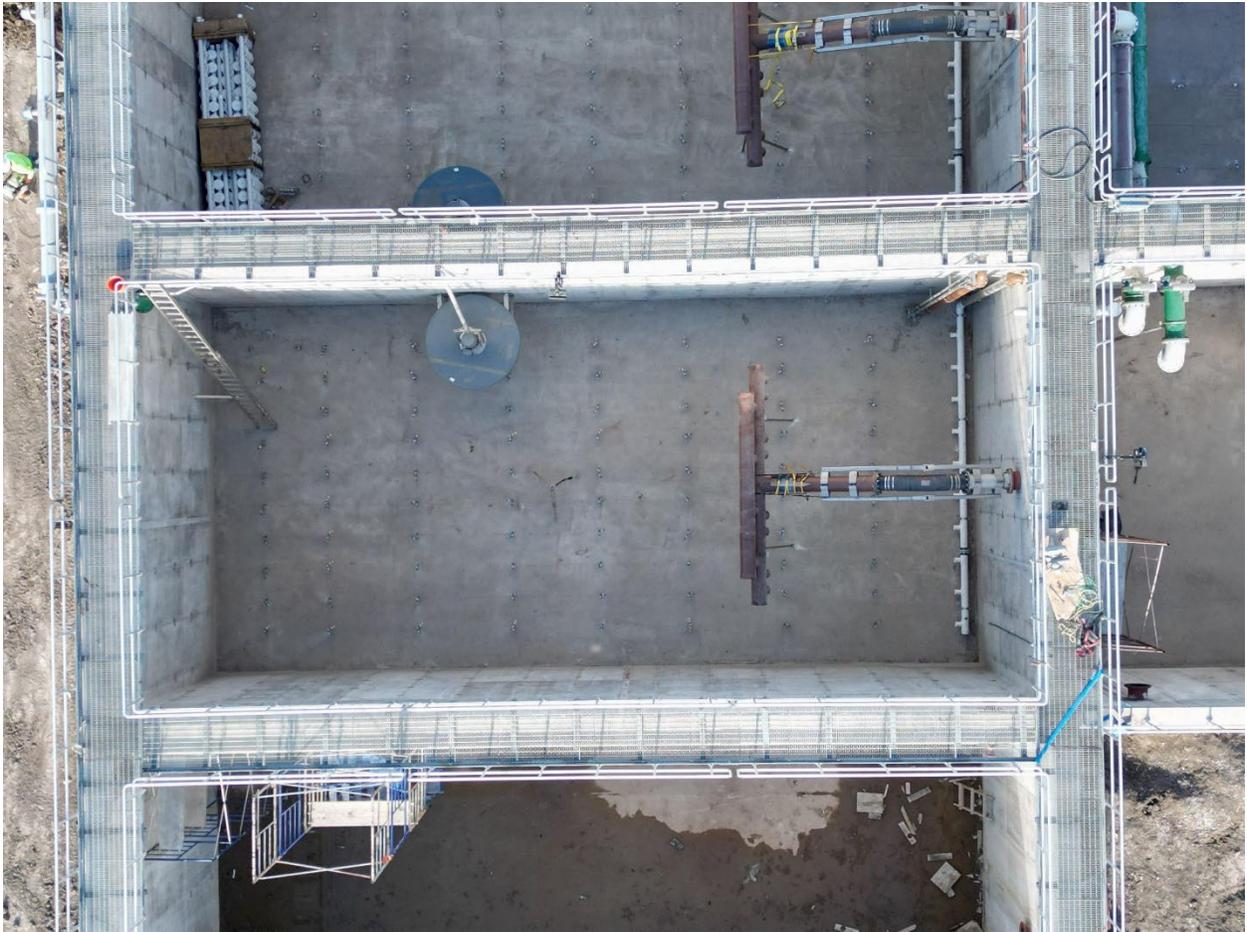
Progress continues to be made. The installation of the treatment equipment has begun. The head works has been delivered and is being installed this week. The City of Hudson Oaks has also started the construction on their Lift station and Force main project.

Attached are pictures taken on 1/20/2026









Project Update

Engineering

FY 2025-26

1st Quarter Report

King's Gate Road Bridge Replacement Project

Item 17.



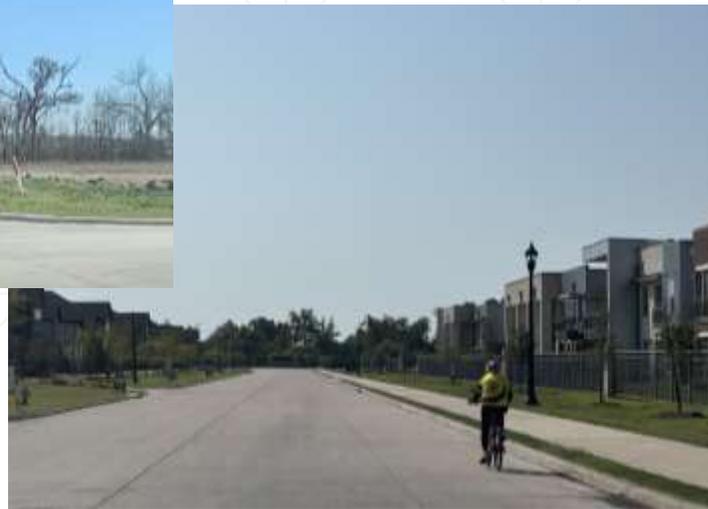
Site photo looking south

- ▶ **Let date:** August 2025.
- ▶ **Contractor:** Talbert Companies, LLC
- ▶ **Bid Total Amount:** \$1,536,598.58
- ▶ **Project Description:** The project consists of the removal and replacement of the King's Gate Road bridge over Clear Fork Trinity River. The project includes the approach roadways approximately 200' south of the bridge to the IH 20 frontage road and 100' north of the bridge.
- ▶ **Timeline:** Project is to be completed in 121 working days. Anticipated completion date is June 2026.
- ▶ **Project Update:** Construction continues to move forward steadily. The existing structure has been fully removed, and crews are actively completing various dirt work and excavation. The storm drainage line has also been removed and reinstalled with new 45-degree bends, resolving the conflict with the planned drill shaft foundation while preserving proper flow from the adjacent curb inlet. In addition, the contractor has finished extending the corrugated metal pipe at the west driveway of SiteOne Landscape Supply and has installed new concrete safety end treatments. The contractor has begun working on the drill shaft foundations.

Texas Department of Transportation's 2025 Transportation Alternatives (TA) Set-Aside Call for Projects



- ▶ The Texas Department of Transportation (TxDOT) issued a “Call for Projects” in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program.
- ▶ The TA program provides funding for development of preliminary engineering and construction of pedestrian and/or bicycle infrastructure.
- ▶ The City of Willow Park TA project was selected to receive federal funding (80% maximum for preliminary engineering and construction) by the Texas Transportation Commission.
- ▶ The Transportation Alternatives (TA) Set-Aside funding program is an 80/20 match, where the city would be responsible for 20% of the cost of the project. The city would also be responsible for all non-reimbursable costs and 100% of overruns, if any.

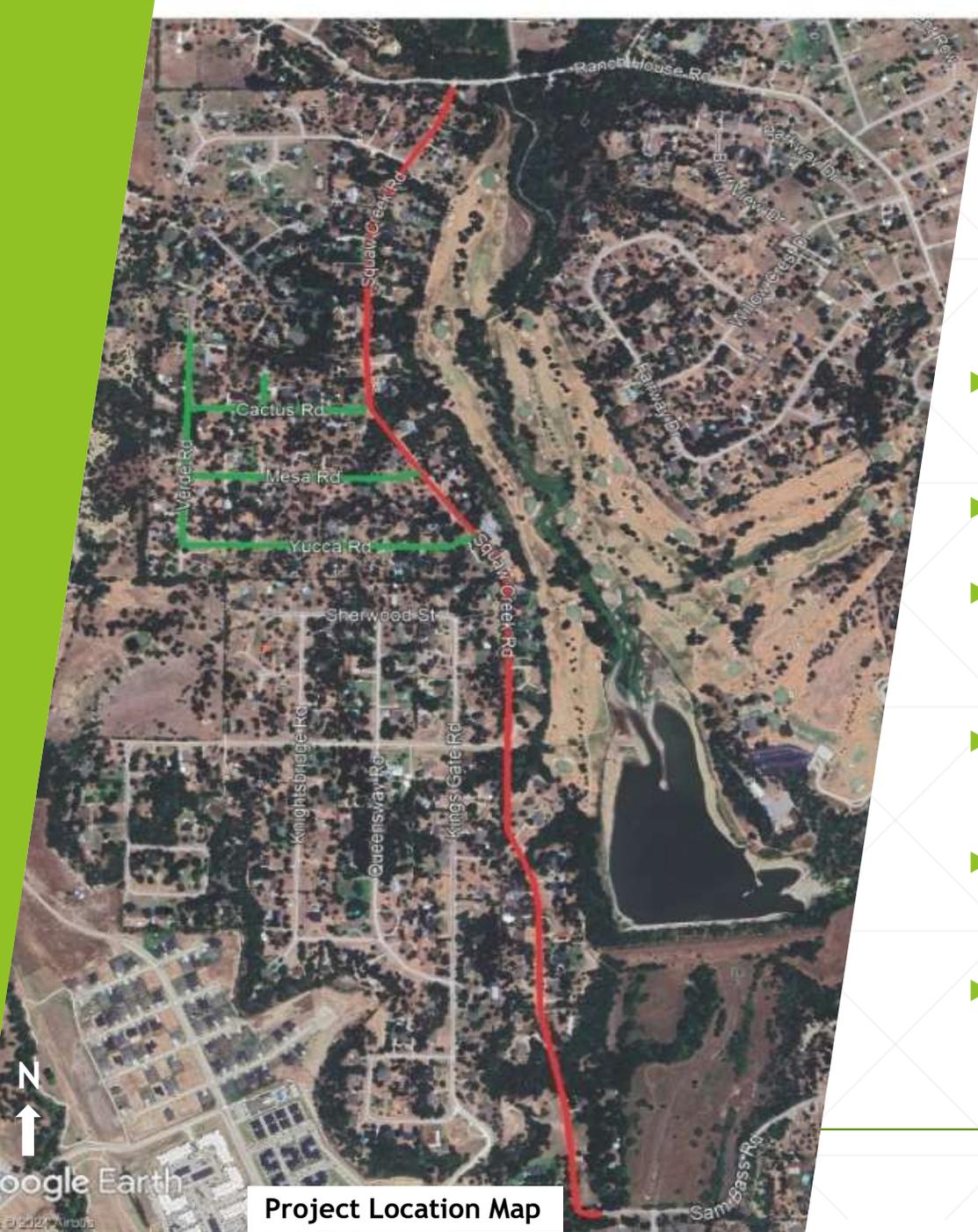


Texas Department of Transportation's 2025 Transportation Alternatives (TA) Set-Aside Call for Projects (cont.)

- ▶ **Phases of work included in award:** Design and Construction
- ▶ **Federal Funding Amount:** \$552,800
- ▶ **Local Match:** \$138,200
- ▶ **Project Description:** The project will fill gaps, remove barriers, and expand connectivity in active transportation networks, while separating pedestrians and bicyclists from vehicle traffic. The project will construct 6-foot-wide bike lanes along Meadow Place Dr. from I-20 frontage road to W. Jockey and 6-foot-wide concrete sidewalks along the west side of Kings Gate Rd. between Meadow Place Dr. and Kings Gate Park. Bike lane pavement markings and bike parking racks will support these improvements. Meanwhile, the Kings Gate Rd./Meadow Place Dr. intersection will receive safety improvements including curb ramps, crosswalks, illumination, and advance crosswalk signage.
- ▶ **Project Update:** A project initiation meeting was held on January 15th with the TxDOT District to discuss project scope, timeline, elements of the Advance Funding Agreement (AFA), consultant procurement, and other project details. The next step is to complete the required Project Information Form (PIF) and submit it to TxDOT so they can begin drafting the AFA.

Squaw Creek Road - Water Line Replacement and Street Improvements

- ▶ The project consists of water line replacement and street reconstruction of Squaw Creek, Yucca, Mesa, Cactus, Cactus Court, and Verde Roads.
- ▶ Town Hall meetings for the residents along Squaw Creek Road and side streets have been held.
- ▶ With the project plans at 90% completion, the engineer has identified conflicts with existing power poles within the construction limits. City staff is coordinating with Oncor on the utility relocations.
- ▶ One-on-one meetings with residents to discuss specific details about the project have been completed.
- ▶ At the December 9th City Council meeting, Council approved the publication of Notice of Intent for Certificate of Obligation (CO) bonds.
- ▶ **Project Update:** The next step is for City Council to pass an ordinance authorizing issuance of CO's.



Project Location Map



Willow Park
TEXAS

***PLANNING & DEVELOPMENT
DEPARTMENT***

***FY2025-26
1ST QUARTER REPORT***

PREPARED BY CHELSEA KIRKLAND

CITY OF Willow Park TEXAS

HAPPY NEW YEAR!

The 1st Quarter of 25-26 has set an exciting tone for the year ahead, with continued momentum in development and growing commercial activity throughout the city.

Interest from additional commercial users remains strong with multiple projects in various stages of review.

The Development department is energized by the progress made in Q1 and looks forward to continued growth, and enhancements to our community.



TOTAL PERMITS PROCESSED: 146

COMMERCIAL PERMITS: 44

Type of Permit	# of Permits
Clean and Show	1
Irrigation	5
TABC Liquor License	2
Mechanical	6
New Addition Building	0
New Building	4
Plumbing	0
Revised/Certificate of Occupancy	5
Sign	11
Temporary Sign	2
Site Delopment Plan - Review	1
Tenant Remodel	5
C/R Electrical Permit	2
TOTAL COMMERCIAL PERMITS:	44

RESIDENTIAL PERMITS: 50

Type of Permit	# of Permits
Accessory Building	0
Accessory Garage Building	3
Drive Approach	5
Electrical	5
Fence/Retaining Wall	5
Foundation Repair	2
Irrigation	2
Mechanical	4
On-Site Sewage Facility	1
Plumbing	14
Pool/Spa	0
Remodel/Addition to Building	1
Single-Family Dwelling	8
Window Replacement	0
TOTAL RESIDENTIAL PERMITS:	50

DEVELOPMENT & MISCELLANEOUS PERMITS: 52

Type of Permit	# of Permits
Grading	1
ReZoning	2
Fire Alarm	3
Fire Hood Suppression	1
Fire Suppression	3
Health	14
Health Inspector Mobile Food Truck	0
Peddler	1
Preliminary Plat	1
Re-Plat	4
Right-of-Way	9
Solar Panel System Electrical	1
Special Event	7
Special Use (SUP) and ZBOA	1
TOTAL DVMT & MISC PERMITS:	52



CITY OF
Willow Park
TEXAS

FY2025-26

1st Quarter

Building Inspections
conducted:

342

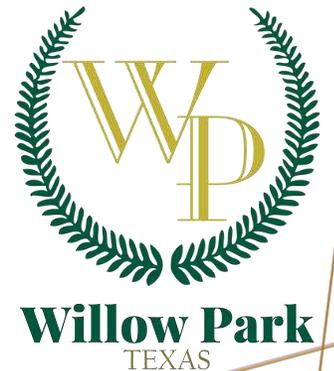
NEW BUSINESSES

Tenant Remodel *accepted or issued Oct 1 – Dec 31:*

- **Lucchese** – 460 Shops Blvd Suite 100
- **Rotolo's Craft and Crust** – 225 Shops Blvd Ste 106
- **The Atkins Agency** – 270 Willow Bend Ste 300
- **Totality MedSpa** – 270 Willow Bend Ste 200
- **Pulido's** – 104 S Ranch House Rd

Certificates of Occupancy *application issued Oct 1 – Dec 31:*

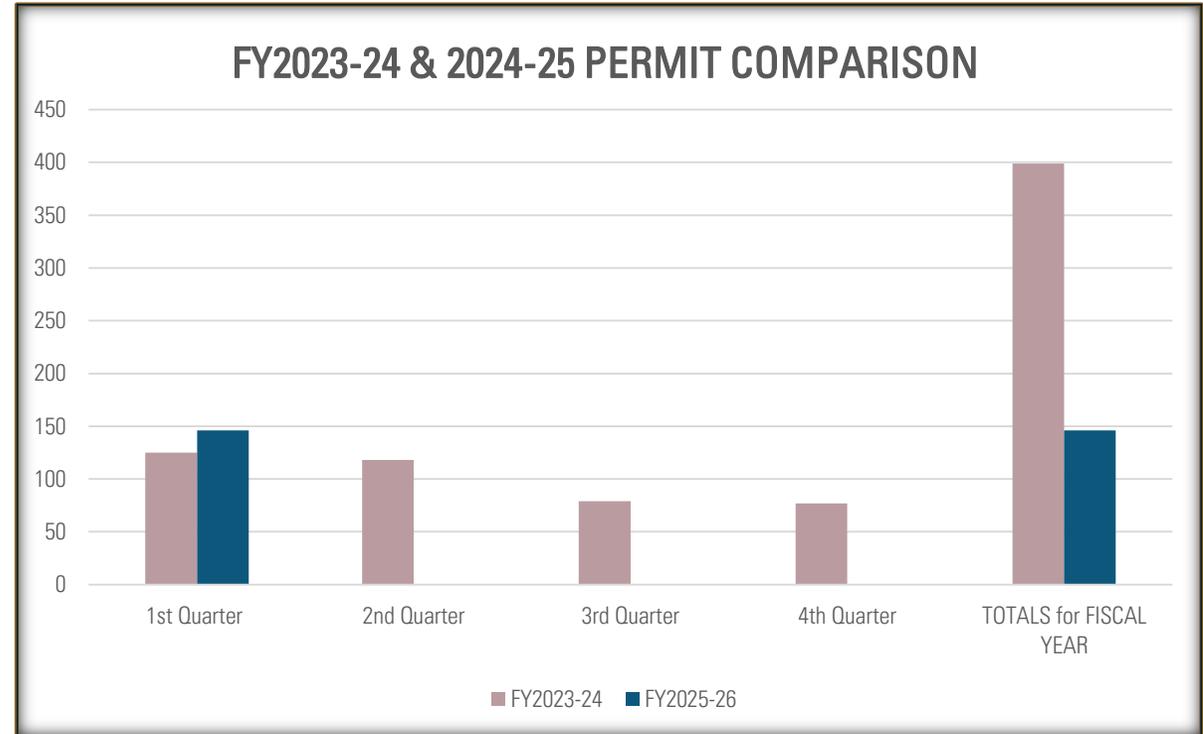
- **Cork and Pig** – 460 Shops Blvd
- **Clean Eatz** – 337 Shops Blvd Ste 104
- **Maven Aledo Hair Co.** – 229 Shops Blvd Suite 101
- **Studio 369** – 229 Shops Blvd Suite 106



CITY OF Willow Park

TEXAS

	Completed Projects& Permits
FY2024-25	
1st Quarter	125
2nd Quarter	118
3rd Quarter	79
4th Quarter	77
TOTALS for FY2024-25	399
	Completed Projects& Permits
FY2025-26	
1st Quarter	146
2nd Quarter	-
3rd Quarter	-
4th Quarter	-
TOTALS for FY2025-26	146



CHARTS INCLUDED FOR PRIOR FY COMPARISONS



Willow Park
TEXAS

***PLANNING & DEVELOPMENT DEPARTMENT
STAFF***

Randy Law – Certified Building Official

Gretchen Vazquez, P.E. – City Engineer

Christine Rosas – Certified Permit Technician

Chelsea Kirkland – City Planner

Parks Department and Events Quarterly Report October – December 2025

Mandy McCarley
Parks Director and Events
mmccarley@willowpark.org

Cross Timbers Park

Continued
cleaning/maintenance of the
turf

Clean up of brush/trees
south of the bridge

Clean up of brush/trees on
Ranch House Road

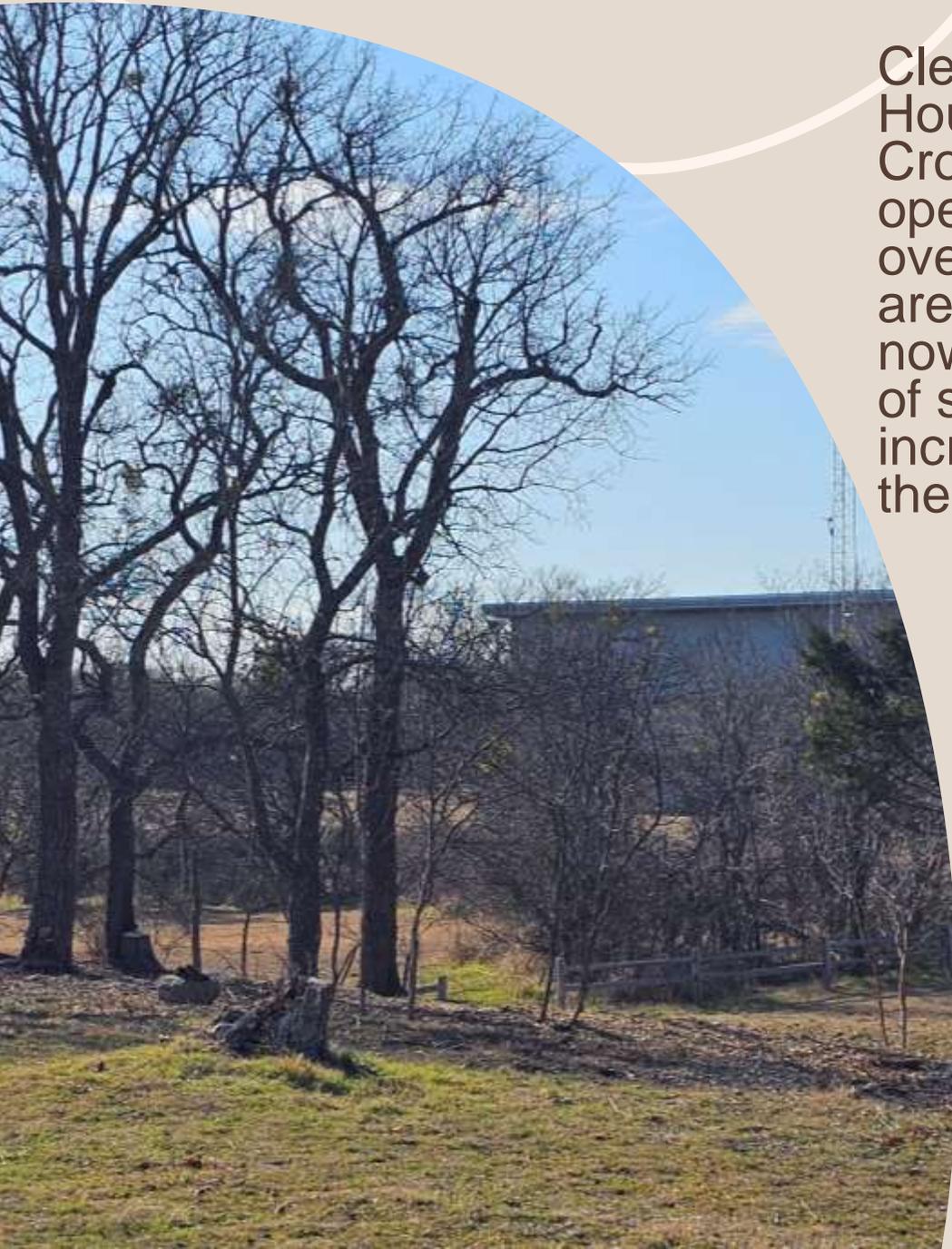
Christmas lights on Bridge

Tree/brush removal at south of the bridge at Cross Timbers Park. This opened an unusable area of the park and gives the police line of site from the back of their building.

Item 19.



Clean up of Ranch House Road side of Cross Timbers Park. It opened a previously overgrown and unused area of the park that is now being enjoyed. Line of sight has also been increased all the way to the police building.



Cross Timbers Park Bridge lit with Christmas lights for the first time. The community loved walking in the park with the lights on. Memorial Park lights can be seen in the distance. Funds to pay for this came out of the Parks budget.



2025 National Night Out at The District

Having NNO at The District was amazing. We had our largest attendance for this event. The free t-shirts and police ducks were a huge hit! Our police department was able to engage with the public at the different bounce houses and the drunk driving goggle golf cart. This is a great event.



City Hall Christmas Tree and Lights on Building it was a beautiful sight at night. Everyone knew they were in Willow Park.



Memorial Park trees and gazebo lit with Christmas lights.



Holiday To Do List Billboard with the Grinch to help draw attention.



Kings Gate Park Soccer Goal Nets Replaced



4th Annual Christmas Tree Lighting was a huge success with performances from the McCall and TCA elementary choirs, TCA drum line and a speech from Mayor Palmer.



Huge shout out to Clara Contreras, a 2nd grade student at TCA, for being the City's "official" button pusher for the tree lighting.



Big thank you to McKnight Title for sponsoring Santa Clause and being the elves to hand out the gift from the City



The Grinch and food trucks are a fan favorite at the Christmas Tree Lighting.

Item 19.



Winter Wonderland at The Shops

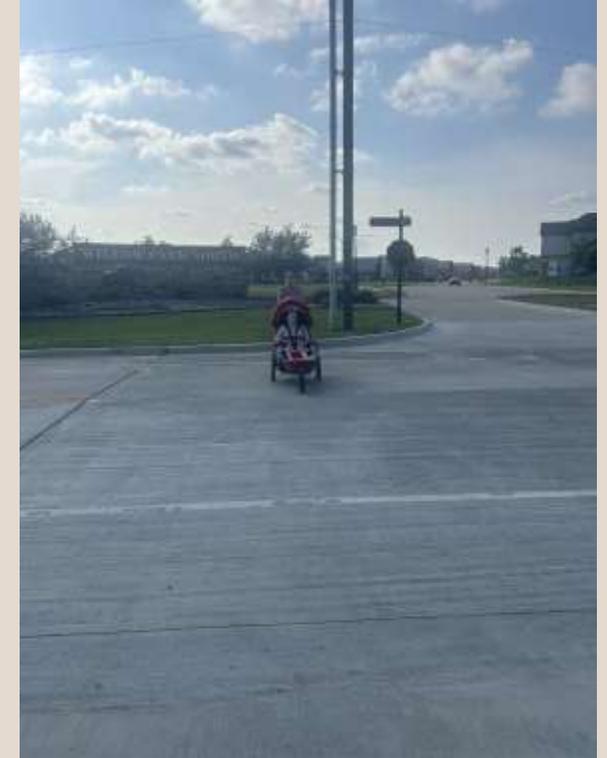
We had a fun time handing out police ducks and the Christmas tree wands and getting to engage with the public.



Transportation Alternatives Grant



We are so pleased to be awarded one of the Transportation Alternatives Grants from TxDOT. We will start working with TxDOT in January to start this two-to-three-year process to add bike lanes on Meadow Place Drive and to connect and add sidewalks and cross walks from Meadow Place Drive to Kings Gate Park. This will allow for walkability to our parks in a safe manner and connect bike lanes.



COMMUNICATIONS AND MARKETING
REPORT

Q1 2025-26 // PREPARED BY ROSE HOFFMAN

City of Willow Park

COMMUNITY ENGAGEMENT

WATER CONSERVATION WITH THE MCCALL CATS



Communications Director Rose Hoffman visited McCall Elementary School to discuss the importance of responsible water use with the second grade science classes at McCall Elementary. Students were given a coloring book that discuss ways they can save water at home!



The city also welcomed Cork&Pig Tavern to The District for their grand opening in Willow Park.

TRAINING

Training and media engagement during this quarter:

- Staff attended the Media and Public Relations course through the FBI-Law Enforcement Executive Development Association in October, satisfying the first of two statutory requirements for House Bill 33 (commonly known as the Uvalde Strong Act);
- Staff attended a meeting with members of the North Texas PIO group and the leadership at CBS 11 TV, strengthening ties with the DFW media for the city;
- Communications Director Rose Hoffman served as the controller/evaluator for the PIO component of a 3-day, 4-county, 60+ agency exercise in North Texas that simulated a complex coordinated terrorist attack during the 2026 World Cup and received further training on crisis communications.



1. Promote tourism and shopping local through marketing campaigns
2. Crisis communication planning
3. Continue to increase engagement opportunities with the public
4. Website launched in November with minimal issues



Fourth quarter

SUMMARY



Willow Park Police Department

Quarterly update: October - December 2025

Staffing

- Recruiting for 3 police officer positions, 1 patrol sergeant

Training

- Training to comply with the new training cycle is being planned. This will include active shooter, emergency management-NIMS.

Criminal Investigations Unit

- Continued work on old 2025 and 2024 cases. Of the 94 cases when the detectives came on board, 76 have been investigated and cleared.
- CID staff during the Oct-Dec period received 32 new reports.

Patrol Activity

Traffic Enforcement

Month	Citations	Warnings
October	168	298
November	58	109
December	64	120

Calls for Service

		Average Response Time (min:sec)
October	212	6:26
November	193	7:09
December	190	6:13

Goals

Continuing traffic/speed enforcement

Specific enforcement in areas/roads with safety issues, school zones

Continue to train staff in Mental Health Officer course, next class is March 2026

Preparing for the Spring weather, staff will become Sky Warn trained (2hrs), by the National Weather Service, allowing them to spot severe developing weather and provide early reporting. State mandated training to continue through Aug 2027 deadline. New requirements on training and equipment passed by Legislature in relation to HB 33, the Uvalde Strong Act. These training and equipment requirements are being reviewed and scheduled for 2026.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 27, 2026	Department: Municipal Court	Prepared By: Michelle Lowe
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AGENDA ITEM

MUNICIPAL COURT 1st QUARTER FY 2025-2026 REPORT

BACKGROUND:

MUNICIPAL COURT QUARTERLY REPORT FROM 10/01/2025 – 12/31/2025

STAFF/BOARD/COMMISSION RECOMMENDATION:

- REPORT SUMMARIES:
CITATION LISTING REPORT
REVENUE BY OFFENSE TYPE REPORT
OFFENSE BY YEAR REPORT

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	



Municipal Court

1st Quarter Report

October 01, 2025 – December 31, 2025

The mission of the Willow Park Municipal Court is to remain independent and impartial; provide service and ensure due process of the law to the public with fairness, and integrity, completing court business in a timely and efficient manner while following the rule of law; treating everyone individually with respect; and addressing individual situations on a case by case basis and providing defendants with necessary information and options to complete their business in an informed manner.

Municipal Court Judge – Josh Norrell
 Municipal Court Prosecutor – Ashley McSwain
 Court Administrator – Michelle Lowe
 Deputy Court Clerk/Juvenile Case Manager – Crystal Frazier

RESPONSIBILITIES

Processing the clerical work for the Municipal Court
 Setting Trial Dockets
 Collecting Court Fines and Fees
 Maintaining Court Records
 Performing administrative duties delegated by the Municipal Court Judge.

New Cases Filed 1st quarter: 290

Dispositions:

Fine Paid – 101
 Compliance Dismissals – 56
 Financial Responsibility Dismissals – 8
 Satisfied Deferred – 61
 Satisfied Driving Safety Course – 39
 Appeal to County – 0
 Jail Credit Given – 1
 Indigent - 2

Total Cases Closed Out – 268

Revenue:**Kept by the City: \$35,021.93**

Of that amount \$3,201.60 goes to the special funds below that are only to be used for the court as approved by the Judge.

LCF 1 (Security Fund) -\$140.88

LCF 2 (Truancy Prevention Fund) -\$984.65

LCF 3 (Technology Fund)-\$114.99

LCF 4(Jury Fund)-\$19.68

LCF 5(Security and Technology Consolidated Fund) - \$1,585.81

Remitted to State: \$18,092.16**Total: \$53,114.09**

78 Cases were sent to Collections during this quarter that totaled the amount of \$29,557.00

Closed Collection cases this quarter totaled \$5,502.23

Attached Reports:**1st Quarter Citation Listing****1st Quarter Revenue Report****1st Quarter Offense Report****Updates:**

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

Working on Fine Study for possible update of fines for the court.

Upcoming:**January Court Docket: 01/28/2026****November Court Docket: 02/25/2026****December Court Docket: 03/25/2026**

Court Dockets are typically held every 4th Wednesday of the month. Some months may be different due to Holidays or Conflicts.

Only the Judge Dockets are open to the public except for Juvenile and Indigent Dockets.

11:00am – Attorney Plea Docket – Prosecutor

11:30am – Discovery Conference – Prosecutor

1:00pm – Pre Trial – Prosecutor

2:00pm – Plea Court – Judge

3:00pm – Juvenile – Judge

3:00pm – Minor and Indigent Docket – Judge

4:00pm – Show cause Docket – Judge



Citation Listing

Willow Park Municipal Court

1/7/2026 12:51:38 PM

Citation Listing Report

Totals For 10/01/2025 - 12/31/2025

Report Totals

By Race	
A - Asian or Pacific Islander	2
B - Black	19
H - H	41
W - White	180
Report Totals	242

By Gender	
F - Female	90
M - Male	152
Report Totals	242

By Age Code	
A - Adult	173
J - Juvenile	5
M - Minor	34
U - Under 25	30
Report Totals	242

Report Totals:	Number Of Citations:	242
	Number Of Violations:	290



Citation Listing

Willow Park Municipal Court

1/7/2026 12:51:38 PM

Citation Listing Report

Totals For 10/01/2025 - 12/31/2025

Report Totals

Totals By Citation Type R - Regular

242

Report Totals

242

Report Totals:

Number Of Citations:

242

Number Of Violations:

290



Revenue By Offense Type

Willow Park Municipal Court

1/7/2026 1:02:18 PM

Original Offense Type

Fee Code Totals For Posted Date From 10/01/2025 To 12/31/2025

Item 22.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
AF	ARREST FEE	5	\$21.36	\$0.00	\$0.00	\$21.36
COLL	COLLECTIONS	1	\$80.70	\$0.00	\$0.00	\$80.70
FINE	FINE	6	\$1,022.00	\$0.00	\$0.00	\$1,022.00
LATE	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	3	\$11.14	\$0.00	\$0.00	\$11.14
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	5	\$21.36	\$0.00	\$0.00	\$21.36
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	3	\$9.09	\$0.00	\$0.00	\$9.09
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	5	\$0.43	\$0.00	\$0.00	\$0.43
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	2	\$17.80	\$0.00	\$0.00	\$17.80
SCF	STATE CONSOLIDATED FEE	3	\$140.82	\$0.00	\$0.00	\$140.82
	City Ordinance	34	\$1,374.70	\$0.00	\$0.00	\$1,374.70
State						
3000	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
AF	ARREST FEE	3	\$15.00	\$0.00	\$0.00	\$15.00
FINE	FINE	3	\$1,000.00	\$0.00	\$0.00	\$1,000.00
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	3	\$15.00	\$0.00	\$0.00	\$15.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	3	\$0.30	\$0.00	\$0.00	\$0.30
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	3	\$26.70	\$0.00	\$0.00	\$26.70
SCF	STATE CONSOLIDATED FEE	3	\$186.00	\$0.00	\$0.00	\$186.00
	State	19	\$1,293.00	\$0.00	\$0.00	\$1,293.00
Traffic						
AF	ARREST FEE	209	\$953.24	\$0.00	\$0.00	\$953.24
CJF-C	CIVIL JUSTICE FUND - CITY	1	\$0.01	\$0.00	\$0.00	\$0.01
CJF-S	CIVIL JUSTICE FUND -	1	\$0.09	\$0.00	\$0.00	\$0.09
COLL	COLLECTIONS	34	\$1,924.63	\$0.00	\$0.00	\$1,924.63
CS	CHILD SAFETY	26	\$617.14	\$0.00	\$0.00	\$617.14
DS20	COMPLIANCE DISMISSAL \$20	56	\$1,120.00	\$0.00	\$0.00	\$1,120.00
DDC	DEFENSIVE DRIVING FEE	33	\$318.96	\$0.00	\$0.00	\$318.96
EXP	EXPENSE FEE	46	\$2,250.00	\$0.00	\$0.00	\$2,250.00
FINE	FINE	42	\$6,107.35	\$0.00	\$0.00	\$6,107.35
IDF	INDIGENT DEFENSIVE FEE	1	\$2.00	\$0.00	\$0.00	\$2.00
JS-C	JUDICIAL SUPPORT - CITY	1	\$0.60	\$0.00	\$0.00	\$0.60
JS-S	JUDICIAL SUPPORT - STATE	1	\$5.40	\$0.00	\$0.00	\$5.40
LATE	LATE FINE	56	\$2,566.27	\$0.00	\$0.00	\$2,566.27
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	32	\$129.74	\$0.00	\$0.00	\$129.74
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	208	\$948.29	\$0.00	\$0.00	\$948.29

Traffic

LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	32	\$105.90	\$0.00	\$0.00	Item 22.
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	206	\$18.95	\$0.00	\$0.00	\$18.95
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	186	\$1,541.31	\$0.00	\$0.00	\$1,541.31
LTF	LOCAL TRAFFIC FINE	160	\$449.12	\$0.00	\$0.00	\$449.12
MCTF	MUNICIPAL COURT TECHNOLOGY FUND	1	\$4.00	\$0.00	\$0.00	\$4.00
OMNI-C	OMNIBASE FEE CITY REIMBURSEMENT	1	\$4.00	\$0.00	\$0.00	\$4.00
OMNI-O	OMNIBASE FEE REIMBURSEMENT	1	\$6.00	\$0.00	\$0.00	\$6.00
PP-JE	PAYMENT PLAN- JUDICIAL EFFICIENCY	11	\$108.93	\$0.00	\$0.00	\$108.93
SCF	STATE CONSOLIDATED FEE	209	\$11,798.82	\$0.00	\$0.00	\$11,798.82
SJF	STATE JUROR FEE	1	\$4.00	\$0.00	\$0.00	\$4.00
STF	STATE TRAFFIC FINE	160	\$7,465.10	\$0.00	\$0.00	\$7,465.10
TITLE7	TITLE 7 TRANS CODE	120	\$11,994.54	\$0.00	\$0.00	\$11,994.54
TPDF	TRUANCY PREVENTION AND DIVERSION FUND	1	\$2.00	\$0.00	\$0.00	\$2.00
	Traffic	1836	\$50,446.39	\$0.00	\$0.00	\$50,446.39

Report Totals:	1889	\$53,114.09	\$0.00	\$0.00	\$53,114.09
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Revenue By Offense Type

Willow Park Municipal Court

1/7/2026 1:02:18 PM

Original Offense Type

Transaction Totals For Posted Date From 10/01/2025 To 12/31/2025

Item 22.

Transaction Description	Trans Code	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
Payments	P	34	\$1,374.70	\$0.00	\$0.00	\$1,374.70
	City Ordinance	34	\$1,374.70	\$0.00	\$0.00	\$1,374.70
State						
Payments	P	19	\$1,293.00	\$0.00	\$0.00	\$1,293.00
	State	19	\$1,293.00	\$0.00	\$0.00	\$1,293.00
Traffic						
Payments	P	1836	\$50,446.39	\$0.00	\$0.00	\$50,446.39
	Traffic	1836	\$50,446.39	\$0.00	\$0.00	\$50,446.39

Report Totals: 1889 \$53,114.09 \$0.00 \$0.00 \$53,114.09



Item 22.

Offense By Year Report

Municipal Court

1/7/2026 1:05:03 PM

Violations For Filed Date From 10/01/2025 To 12/31/2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2010 ACCUMULATION OF UNWHOLESOME MATTER													
3001 SPEEDING										33	13	24	70
3005 FAILED TO YIELD RIGHT OF WAY										1	1		2
3006 RAN STOP SIGN										16	7	3	26
3007 RAN RED LIGHT										4	1	2	7
3008 SPEEDING 25 MILES AND OVER POSTED SPEED LIMIT										6	3	1	10
3014 IMPROPER TURN											1		1
3017 FOLLOWING TOO CLOSE										1			1
3022 IMPROPER PASSING										1			1
3049 NO MOTOR VEHICLE LIABILITY										11	9	4	24
3049A NO MOTOR VEHICLE INSURANCE (UVFR)										1			1
3050 FAIL TO CONTROL SPEED										1			1
3059 DISREGARDED TRAFFIC CONTROL										1	1		2
3060 FAILED TO STOP AT DESIGNATED POINT										2			2
3101 DRIVING WHILE LICENSE INVALID										3		1	4
3103 NO DRIVERS LICENSE										9	7	2	18
3127 DROVE ONTO/FROM CONT ACCESS HWY WHERE PROH										5			5
3259 EXPIRED OPERATORS LICENSE											1	1	2
3263 FAIL TO DISPLAY DL										2			2
3596 SPEEDING 10% OVER LIMIT SCHOOL										12	4		16
3656 ZONE EXPIRED VEHICLE REGISTRATION										35	24	20	79
3657 DISPLAY WRONG LICENSE PLATE										1			1
3667 OPERATE MOTOR VEHICLE W/O LICENSE PLATES, OR W/O REGISTRATION INSIGNIA										2		1	3
5030 ASSAULT - PHYSICAL CONTACT										1		2	3
5030 DISORDERLY CONDUCT										1			1
5055 DISORDERLY CONDUCT - NOISE											1		1
5130 POSSESSION OF DRUG PARAPHERNALIA										1		2	3

