



CITY COUNCIL REGULAR MEETING AGENDA

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

Tuesday, January 14, 2025 at 6:00 PM

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

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS (Limited to three minutes per person)

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

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

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

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

PUBLIC HEARINGS

1. PUBLIC HEARING:

The City Council shall conduct the first public hearing on the following proposed annexation: voluntary annexation proceedings pursuant to Section 43.1055, Subchapter C-1 of Chapter 43 of the Local Gov't Code, to enlarge and extend the boundary limits of said city to include an approximately 7,313 feet of East Bankhead Highway Right-of-Way, a description of which is as follows:

Being 10.98 acres, more or less, having a centerline of 7,313 feet, more or less, of East Bankhead Highway (a variable width right-of-way) out of Eliza Oxer Survey, Abstract No. 1031, James R. Brown Survey, Abstract No. 69, Thomas Freeman Survey, Abstract No. 475, Francisco Sanchez Survey, Abstract No. 2346, and F. H. Hammon Survey, Abstract No. 673. The survey, field notes and map of said approximately 10.98 tract is available in the Interim City Secretary's office and on the City's website.

2. PUBLIC HEARING:

The City Council shall conduct the second public hearing on the following proposed annexation: voluntary annexation proceedings pursuant to Section 43.1055, Subchapter C-1 of Chapter 43 of the Local Gov't Code, to enlarge and extend the boundary limits of said city to include an approximately 7,313 feet of East Bankhead Highway Right-of-Way, a description of which is as follows:

Being 10.98 acres, more or less, having a centerline of 7,313 feet, more or less, of East Bankhead Highway (a variable width right-of-way) out of Eliza Oxe Survey, Abstract No. 1031, James R. Brown Survey, Abstract No. 69, Thomas Freeman Survey, Abstract No. 475, Francisco Sanchez Survey, Abstract No. 2346, and F. H. Hammon Survey, Abstract No. 673. The survey, field notes and map of said approximately 10.98 tract is available in the Interim City Secretary's office and on the City's website.

3. PUBLIC HEARING:

The City Council shall conduct a public hearing on the following proposed annexation: voluntary annexation pursuant to a landowner petition submitted by Beall-Dean Ranch, Ltd, to enlarge and extend the boundary limits of said city to include an approximately 317.732 acre tract of land owned by it, a description of which is as follows:

BEING a tract of land in the F.H. HAMMON SURVEY, Abstract No. 673, the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and H.T. & B.R.R. CO. SURVEY NO. 5, Abstract No. 647 situated in Parker County, Texas, described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas, containing approximately 317.732 acres, more or less. The survey, field notes and map of said approximately 317.732 acre tract is available in the Interim City Secretary's office and on the City's website.

4. PUBLIC HEARING:

The City Council shall conduct a public hearing on the following proposed resolution: creating of the Beall-Dean Ranch Public Improvement District within the extraterritorial jurisdiction of the City.

5. PUBLIC HEARING:

Hold a Public Hearing, Consideration and take appropriate action on the Creation of Tax Increment Reinvestment Zone No.2 (the "Zone"), consisting of approximately 293.45 acres of land generally located south of IH 20, west of FM 1187, and north of E Bankhead Highway within the extraterritorial limits of the City of Willow Park; authorizing issuance of notice; and providing a preliminary Project Plan and Finance Plan, prepared by the City's TIRZ Administrator, pursuant to Chapter 311, Texas Tax Code. (MuniCap)

REGULAR AGENDA ITEMS

6. City Council Meeting Minutes - Regular Meeting: December 10, 2024.

7. Discussion/Action: to consider and act upon a resolution creating the Beall-Dean Ranch Public Improvement District.
8. Discussion/Action: to adopt an ordinance ordering the May 3, 2025 General Election.
9. Discussion/Action: to approve a contract with Parker County for 2025 General Election Services.
10. Discussion/Action: for the adoption of Film-Friendly Designation and acceptance of the Filming Guidelines policy.
11. Discussion/Action: to appoint 2025 Board of Adjustment Members: Place No. 1, 3, 5, and Alternate.
12. Discussion/Action: to appoint 2025 Planning & Zoning Commissioners for Place No. 1, 3, 5, and Alternate.
13. Discussion/Action: to appoint 2025 Parks Board Members for Place No. 1, 3, 5, and Alternates.

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

14. **Section 551.071 - Consultation with Attorney; City of Willow Park v. Halff & Associates.**
15. **Section 551.074 – Personnel Matters: City Council may interview candidates for City Secretary Position; application review, discussion, and consideration of candidates**
16. **Section 551.071 (Consultation with Attorney); 551.072 (Deliberation Regarding Real Property) - 120 El Chico Trail Lease Agreements**
17. **Section 551.074 - Personnel Matters; Police Chief Review**

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

INFORMATIONAL

ADJOURNMENT

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

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter

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

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: January 11, 2025 on or before 5:59 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Antonette A. Fisher
Interim 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 tfisher@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/>



TBPLS FIRM# 10194493

FIRM# F-2448

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

1925 FORT WORTH HWY.
WEATHERFORD, TX 76086
817-594-9880

1014 BROADWAY STREET
LUBBOCK, TX 79414
806-368-6375

EXHIBIT "A"

Item 1.

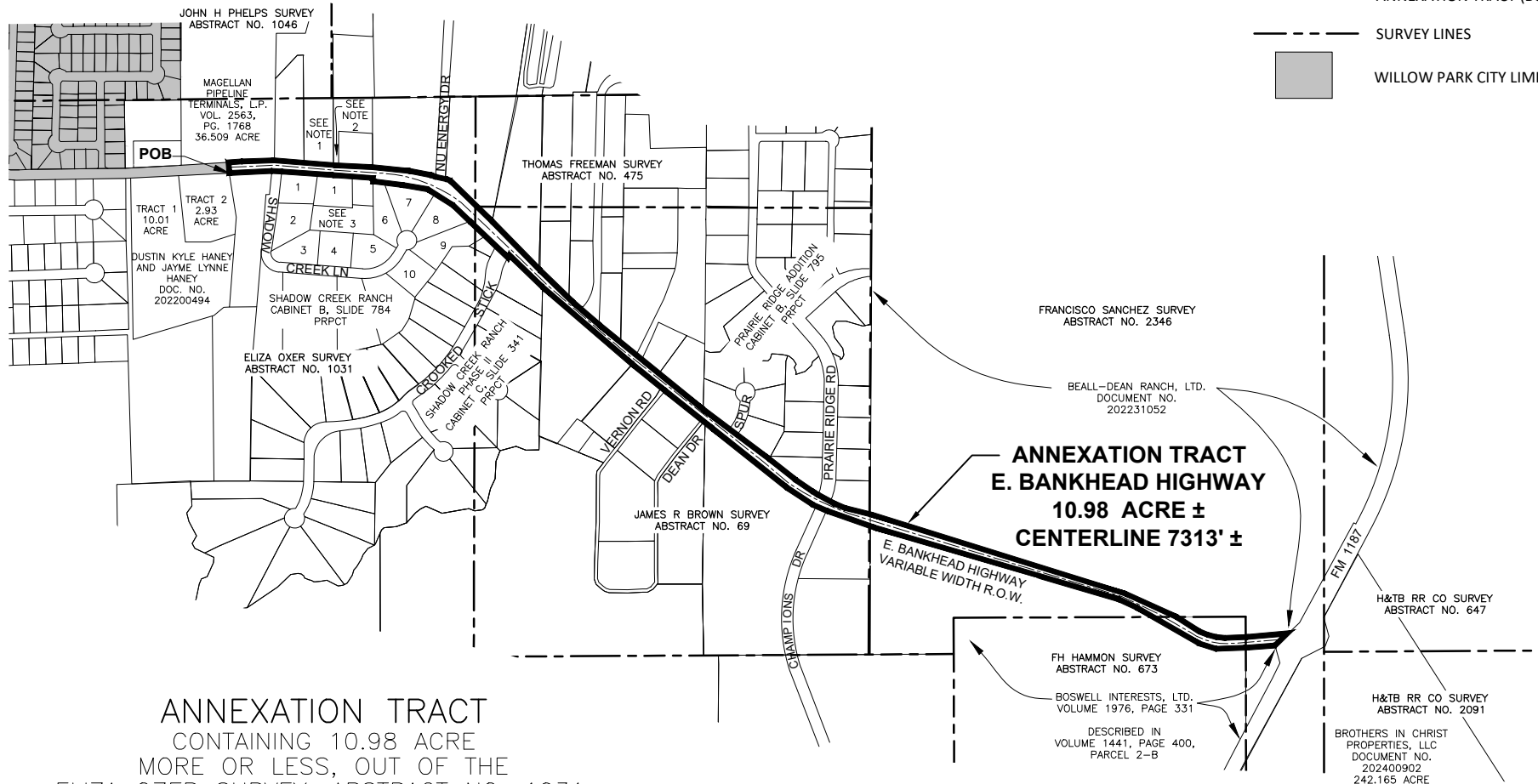


SCALE: 1" = 1000'

NOTES:

1. 9901 Bankhead Park, LLC, 13.94 Acre,
Document Number 202233894
2. Ward A. Campbell, 3,439 Acre, Volume 2435, Page 839
3. Apolinar – Phillips Addition, Lot 1, Block 1,
Cabinet E, Slide 106, Plat Records

- ANNEXATION TRACT (BOLD)
- - - - -** SURVEY LINES
- WILLOW PARK CITY LIMITS



ANNEXATION TRACT
CONTAINING 10.98 ACRE
MORE OR LESS, OUT OF THE
ELIZA OZER SURVEY, ABSTRACT NO. 1031,
JAMES R. BROWN SURVEY, ABSTRACT NO. 69,
THOMAS FREEMAN SURVEY, ABSTRACT NO. 475,
FRANCISCO SANCHEZ SURVEY, ABSTRACT NO. 2346, AND
F.H. HAMMON SURVEY, ABSTRACT NO. 673,
PARKER COUNTY, TEXAS

DRAWING COMPLETED: MARCH 11, 2024

EXHIBIT A
ANNEXATION TRACT
METES AND BOUNDS DESCRIPTION

BEING 10.98 acre more or less, having a centerline of 7313 feet, more or less, of East Bankhead Highway (a variable width right-of-way) out of the Eliza Oxer Survey, Abstract No. 1031, James R. Brown Survey, Abstract No. 69, Thomas Freeman, Survey, Abstract No. 475, Francisco Sanchez Survey, Abstract No. 2346, and F.H. Hammon Survey, Abstract No. 673;

BEGINNING at a point being in the Eliza Oxer Survey, Abstract No. 1031, being a corner of the existing City of Willow Park, Texas, City Limits Line, being on the south right-of-way line of said East Bankhead Highway, being the northeast corner of a 2.93 acre tract, Tract Two, conveyed in Warranty Deed with Vendor's Lien, to Dustin Kyle Haney and Jayme Lynne Haney, recorded in Document Number 202200494, Official Public Records, Parker County, Texas, same being the northwest corner of a 3.549 acre tract conveyed in a Warranty Deed with Vendor's Lien to Stillwater Meadow, LLC recorded in Document Number 201522788, Official Public Records, Parker County, Texas, from which a ½ inch rebar rod for the northeast corner of said 3.549, same being in the west line of Shadow Creek Lane, bears N87°05'53"E 261.34 feet, being the southwest corner of this described tract;

THENCE northerly crossing said East Bankhead Highway, with the existing City of Willow Park, City Limits Line, to a point on the north right-of-way line of said East Bankhead Highway, same being the south line of a 36.509 acre tract conveyed in Special Warranty Deed, to Magellan Pipeline Terminals. L.P. recorded in Volume 2563, Page 1768, Official Public Records, Parker County, Texas, for the northwest corner of this described tract;

THENCE southeasterly along the north right-of-way of said East Bankhead Highway, 7371 feet more or less to a 2 inch pipe fence corner, being the occupied corner, being the most southerly southeast corner of a called 321.406 acre tract conveyed in Special Warranty Deed, to Beall-Dean Ranch, LTD, recorded in Document Number 202231052, Official Public Records, Parker County, Texas, and being on the westerly right-of-way of FM 1187, for the northeast corner of this described tract;

THENCE southwesterly with westerly right-of-way of said FM 1187, crossing said East Bankhead Highway to a 3 inch pipe fence corner on the south right-of-way line of said East Bankhead Highway, same being the occupied corner of the most northerly northeast corner of a tract conveyed in a Deed Without Warranty to Boswell Interest, LTD., recorded in Volume 1976, Page 331, Deed Records, Parker County, Texas, being described in Volume 1441, Page 400 as Parcel 2-B, for the southeast corner of this described tract;

THENCE northwesterly along the south right-of-way line of said East Bankhead Highway, to the **POINT OF BEGINNING**, containing 10.98 acres more or less.

EXHIBIT “B”
SERVICES TO BE PROVIDED TO ANNEXED LAND
MUNICIPAL SERVICE PLAN

TERRITORY

This Service Plan is applicable to the Annexed Property, comprised of approximately 10.98 acres of land, more or less, having a centerline of 7,313 feet, more or less, of East Bankhead Highway (the “Annexed Area”), which is described in the Annexation Ordinance attached to this document, which is being annexed by the City of Willow Park, Texas.

INTENT

It is the intent of the City of Willow Park that this Service Plan shall provide for the delivery of full available municipal services to the Annexed Area in accordance with State law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the Annexed Area. The delivery of municipal services may be accomplished through any means permitted by law.

EFFECTIVE TERM

This Service Plan shall be in effect for a ten-year period commencing on the effective date of this annexation.

FIRE

Existing Services: Parker County Emergency Services District No. 1

Services to be Provided: The City of Willow Park receives fire suppression services from the Parker County Emergency Services District No. 1. Fire suppression services will be available to the Annexed Area upon annexation through the Parker County Emergency Services District No. 1. Fire prevention activities will be provided by the Fire Marshall’s office.

POLICE

Existing Services: Parker County Sheriff’s Department

Services to be Provided: Currently, the Annexed Area is under the jurisdiction of the Parker County Sheriff’s Department. Upon annexation, the City of Willow Park Police Department will provide law enforcement services to the Annexed Area including regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Compliance Services upon annexation. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Willow Park.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department’s responsibility for regulating development and land use through the administration of the City of Willow Park Zoning Ordinance will extend to the Annexed Area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision Ordinance. These services can be provided within the department’s current budget and staff appropriation.

HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None.

Services to be Provided: The City of Willow Park will implement the enforcement of the City’s health ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and within the current budget appropriation.

STREET

Existing Services: Parker County

Services to be Provided: Parker County is currently reconstructing East Bankhead Highway. Upon completion of the reconstruction of East Bankhead by the County, the City will maintain East Bankhead to the same degree and extent that other roads, streets, and alleyways are maintained in areas with similar topography, land use, and population density on the effective date of the annexation. If there are any other roads, street and alleyways in the Annexed Area, the City will maintain those to the same degree and extent that other roads, streets, and alleyways are maintained in areas with similar topography, land use, and population density on the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: Parker County

Services to be Provided: The Developers will provide storm water drainage improvements at their own expense and will be inspected by the City Engineers at the time of completion. The City will then maintain the drainage improvements, upon approval, and acceptance.

STREET LIGHTING

Services to be Provided: The City of Willow Park will coordinate any request for improved street lighting within the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Services to be Provided: The City of Willow Park Public Works Department will provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Services to be Provided: Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be provided in accordance with utility extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Services to be Provided: Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer service shall be provided in accordance with utility extension ordinances. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

Services to be Provided: Solid Waste Collection shall be provided to the area upon annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Willow Park’s established policies governing extension of municipal services to newly annexed areas.



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FIRM# F-2448

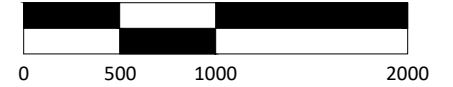
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EXHIBIT "A"




Item 2.

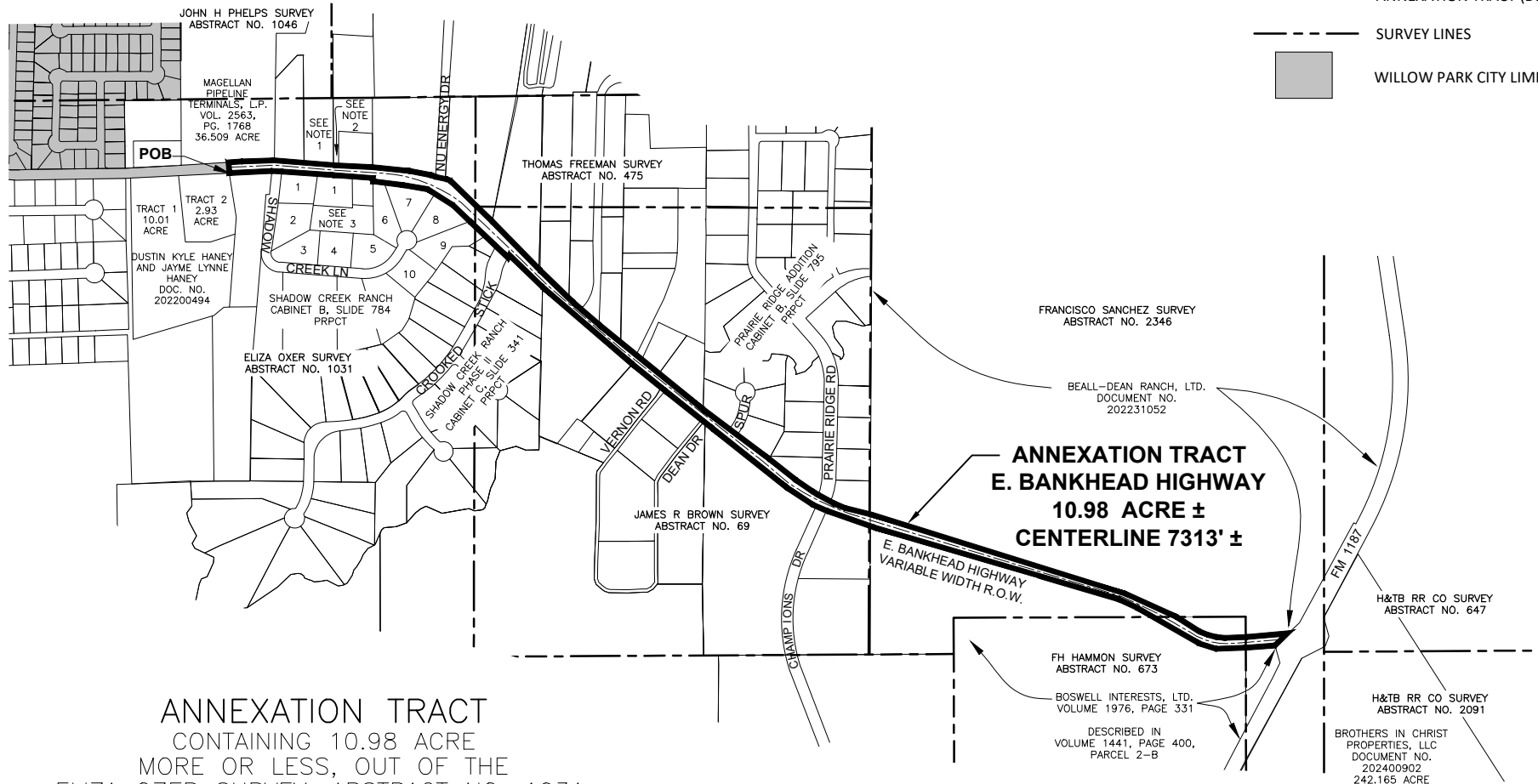


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NOTES:

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F.H. HAMMON SURVEY, ABSTRACT NO. 673,
PARKER COUNTY, TEXAS

DRAWING COMPLETED: MARCH 11, 2024

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BEGINNING at a point being in the Eliza Oxer Survey, Abstract No. 1031, being a corner of the existing City of Willow Park, Texas, City Limits Line, being on the south right-of-way line of said East Bankhead Highway, being the northeast corner of a 2.93 acre tract, Tract Two, conveyed in Warranty Deed with Vendor's Lien, to Dustin Kyle Haney and Jayme Lynne Haney, recorded in Document Number 202200494, Official Public Records, Parker County, Texas, same being the northwest corner of a 3.549 acre tract conveyed in a Warranty Deed with Vendor's Lien to Stillwater Meadow, LLC recorded in Document Number 201522788, Official Public Records, Parker County, Texas, from which a ½ inch rebar rod for the northeast corner of said 3.549, same being in the west line of Shadow Creek Lane, bears N87°05'53"E 261.34 feet, being the southwest corner of this described tract;

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THENCE southeasterly along the north right-of-way of said East Bankhead Highway, 7371 feet more or less to a 2 inch pipe fence corner, being the occupied corner, being the most southerly southeast corner of a called 321.406 acre tract conveyed in Special Warranty Deed, to Beall-Dean Ranch, LTD, recorded in Document Number 202231052, Official Public Records, Parker County, Texas, and being on the westerly right-of-way of FM 1187, for the northeast corner of this described tract;

THENCE southwesterly with westerly right-of-way of said FM 1187, crossing said East Bankhead Highway to a 3 inch pipe fence corner on the south right-of-way line of said East Bankhead Highway, same being the occupied corner of the most northerly northeast corner of a tract conveyed in a Deed Without Warranty to Boswell Interest, LTD., recorded in Volume 1976, Page 331, Deed Records, Parker County, Texas, being described in Volume 1441, Page 400 as Parcel 2-B, for the southeast corner of this described tract;

THENCE northwesterly along the south right-of-way line of said East Bankhead Highway, to the **POINT OF BEGINNING**, containing 10.98 acres more or less.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

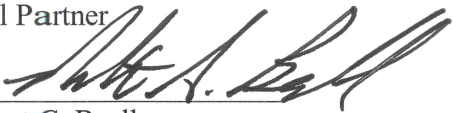
The undersigned owner of the hereinafter described property, approximately 317.732 acres as described by metes and bounds in attached Exhibit "A" and depicted in attached Exhibit "B", BEALL-DEAN RANCH, LTD, a Texas limited partnership ("Owner), hereby petitions your honorable City Council to extend the present city limits so as to include as part of the City of Willow Park, Texas, the following described territory, to wit (the "Property"):

See attached Exhibits "A" and "B" which are the metes and bounds description of the Property to be annexed and a survey map of the Property, both of which are incorporated herein as though set out in full.

We, as Owner of the Property, certify that the above-described Property is contiguous and adjacent to the City of Willow Park, Texas city limits, and/or will be contiguous and adjacent to the City of Willow Park, Texas city limits, following the annexation of contiguous and adjacent land and that this petition is signed and duly acknowledged by each and every person having an ownership interest in the Property. The City and Owner have discussed entering into a development agreement for the Property, the creation of a public improvement district (the "PID") over the Property and the issuance of bonds for authorized improvements under Chapter 372, Texas Local Government Code and, if a development agreement is not executed and the PID is not created, then the Owner may apply for deannexation of the Property.

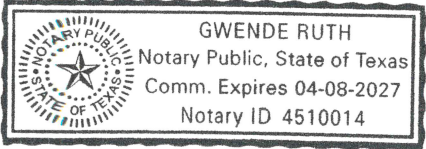
BEALL-DEAN RANCH, LTD., A TEXAS LIMITED PARTNERSHIP

By: RSB Realty Investment, LLC,
a Texas limited liability company
Its: General Partner

By: 
Name: Robert S. Beall
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on the 12th day of November, 2024, by Robert S. Beall, Manager of RSB Realty Investment, LLC, a Texas limited liability company, General Partner of Beall-Dean Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.




Notary Public in and for the State of Texas

Exhibit "A"**Property Description**

Parts of the F.H. HAMMON SURVEY, Abstract No. 673, the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and the H.T. & B.R.R. CO. SURVEY NO. 5, Abstract No. 647 situated in Parker County, Texas; embracing all of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (2011). All 5/8" capped irons recovered called for in this description are marked "Brookes Baker Surveyors".

Beginning at the southwest corner of said 323-336/1000 acres tract, in Bankhead Highway, from which a 5/8" iron found bears north 00 degrees-20 minutes-08 seconds east 31-57/100 feet.

Thence north 00 degrees-20 minutes-08 seconds east, along a west line of said 323-336/1000 acres tract, to and along the east line of Blocks 3 and 4 of PRAIRIE RIDGE ADDITION, an Addition to Parker County, Texas according to the plat thereof recorded in Slide B-795 of the Plat Records of Parker County, Texas, 2636-23/100 feet to a 1" iron found for a re-entrant corner of said 323-336/1000 acres tract, and for the northeast corner of said Block 4.

Thence south 89 degrees-03 minutes-43 seconds west, along the north line of said Block 4, for a south line of said 323-336/1000 acres tract, 583-07/100 feet to the east line of Lot 2 Block 1 of PRAIRIE CREEK BUSINESS PARK, an Addition to Parker County, Texas according to the plat thereof recorded in Slide C-333 of the said Plat Records, for a southwest corner of said 323-336/1000 acres tract, from which a 1/2" iron found bears south 01 degree-40 minutes-07 seconds east 1-37/100 feet.

Thence north 01 degrees-25 minutes-41 seconds west, along the east line of said Lot 2, for a west line of said 323-336/1000 acres tract, 1322-67/100 feet to a 5/8" iron found for the northeast corner of said Lot 2, and for the southeast corner of the 1-010/1000 acres tract described in the deed to Twin Star Properties, LLC. recorded in Document No. 201704344 of the said Official Public Records.

Thence northwesterly, along the east line of said 1-010/1000 acres tract, for a west line of said 323-336/1000 acres tract, the following:

north 01 degrees-34 minutes-53 seconds west 216-25/100 feet to a 5/8" capped iron set;

north 01 degrees-09 minutes-20 seconds west 224-47/100 feet to a 1/2" capped iron found for the northeast corner of said 1-010/1000 acres tract, and for the northwest corner of said 323-336/1000 acres tract, in the south right-of-way of Interstate Highway No. I-20.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south

right-of-way of said Interstate Highway No. I-20, the following:

south 82 degrees-12 minutes-12 seconds east 48-05/100 feet to a ½" iron found;
 south 74 degrees-57 minutes-27 seconds east 302-95/100 feet to a ¾" iron found;
 south 82 degrees-38 minutes-35 seconds east 99-98/100 feet to a ¾" iron found;
 south 89 degrees-05 minutes-24 seconds east 301-78/100 feet to a concrete highway monument found;
 south 78 degrees-15 minutes-08 seconds east 401-33/100 feet to a concrete highway monument found;
 south 71 degrees-54 minutes-15 seconds east 295-68/100 feet to a ½" capped iron found marked RPLS 5084.

Thence south 12 degrees-11 minutes-37 seconds west 365-80/100 feet to a ½" capped iron found marked RPLS 5084.

Thence south 77 degrees-35 minutes-12 seconds east 211-26/100 feet to a 4" pipe fence corner post.

Thence north 15 degrees-42 minutes-30 seconds east 225-02/100 feet to a 4" pipe fence post.

Thence north 27 degrees-41 minutes-15 seconds east 137-58/100 feet to a ½" capped iron found marked RPLS 5084, in the north line of said 323-336/1000 acres tract.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south right-of-way of said Interstate Highway No. I-20, the following:

south 78 degrees-34 minutes-21 seconds east 49-77/100 feet to a concrete highway monument found;
 south 70 degrees-58 minutes-18 seconds east 458-94/100 feet to a concrete highway monument found at the beginning of a curve to the left having a radius of 2893-79/100 feet; along said curve to the left an arc length of 579-73/100 feet to a concrete highway monument found at its end. The long chord of said 579-73/100 feet arc is south 76 degrees-46 minutes-29 seconds east 578-76/100 feet;
 south 82 degrees-31 minutes-55 seconds east 623-94/100 feet to a 5/8" capped iron set for the most northerly northeast corner of said 323-336/1000 acres tract, at the beginning of a curve to the right having a radius of 121-00/100 feet.

Thence southeasterly, along the northeasterly line of said 323-336/1000 acres tract, along said curve to the right an arc length of 104-31/100 feet to a 5/8" capped iron set for the most easterly northeast corner of said 323-336/1000 acres tract, in the west right-of-way of Farm-to-Market Highway No. 1187. The long chord of said 104-31/100 feet arc is south 57 degrees-23 minutes-08 seconds east 101-11/100 feet.

Thence southeasterly and southwesterly, along the east line of said 323-336/1000 acres tract, and the west right-of-way of said Farm-to-Market Highway No. 1187, the following:

south 08 degrees-46 minutes-55 seconds east 324-26/100 feet to a 5/8" capped iron set;
 south 08 degrees-24 minutes-03 seconds east 2177-50/100 feet to a concrete highway monument found at the beginning of a curve to the right having a radius of 1859-86/100 feet;

along said curve to the right an arc length of 1193-70/100 feet to a corner from which a broken concrete highway monument found bears north 55 degrees-25 minutes-39 seconds east 0-41/100 of a foot. The long chord of said 1193-70/100 feet arc is south 10 degrees-02 minutes-00 seconds west 1173-31/100 feet;
 north 61 degrees-24 minutes-06 seconds west 15-00/100 feet to a concrete highway monument found;
 south 28 degrees-26 minutes-17 seconds west 695-87/100 feet to a corner from which a 4" pipe fence corner post bears north 46 degrees-30 minutes-49 seconds east 0-38/100 of a foot;
 south 46 degrees-56 minutes-17 seconds west 89-98/100 feet to a 5/8" iron recovered;
 south 49 degrees-06 minutes-54 seconds west 56-29/100 feet to the southeast corner of said 323-336/1000 acres tract, in said Bankhead Highway.

Thence southwesterly and northwesterly, along the south line of said 323-336/1000 acres tract, in said Bankhead Highway, the following:

south 84 degrees-24 minutes-35 seconds west 356-80/100 feet;
 north 80 degrees-45 minutes-38 seconds west 131-78/100 feet;
 north 58 degrees-48 minutes-33 seconds west 406-60/100 feet;
 north 69 degrees-39 minutes-30 seconds west 312-20/100 feet;
 north 73 degrees-44 minutes-04 seconds west 1450-58/100 feet to the place of beginning and containing 321-406/1000 acres, of which approximately 2-051/1000 acres lies within said F.H. HAMMON SURVEY, and approximately 300-327/1000 acres lies within said HEIRS OF FRANCISCO SANCHEZ SURVEY, and approximately 19-028/1000 acres lies within said H.T. & B.R.R. CO. SURVEY NO. 5, of said 321-406/1000 acres tract approximately 2-162/1000 acres lies within said Bankhead Highway.

SAVE AND EXCEPT THE FOLLOWING

Part of the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, situated in Parker County, Texas; embracing all of the 3-673/1000 acres tract described in the deed to TXU Electric Company recorded in volume 1889, page 1878 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

Commencing at the southwest corner of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III, recorded in volume 1441, page 424 of the said Official Public Records, in Bankhead Highway, and run, along the south line of said 323-336/1000 acres tract south 73 degrees-44 minutes-04 seconds east 1450-58/100 feet, the run south 69 degrees-39 minutes-30 seconds east 312-20/100 feet, the run south 58 degrees-48 minutes-33 seconds east 89-79/100 feet, the run north 31 degrees-11 minutes-27 seconds east 1375-16/100 feet to a 5/8" capped iron found for the most southerly and beginning corner of the tract being described.

Thence north 32 degrees-54 minutes-52 seconds west, along the southwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 1/2" capped iron found for the most westerly corner of said 3-673/1000 acres tract.

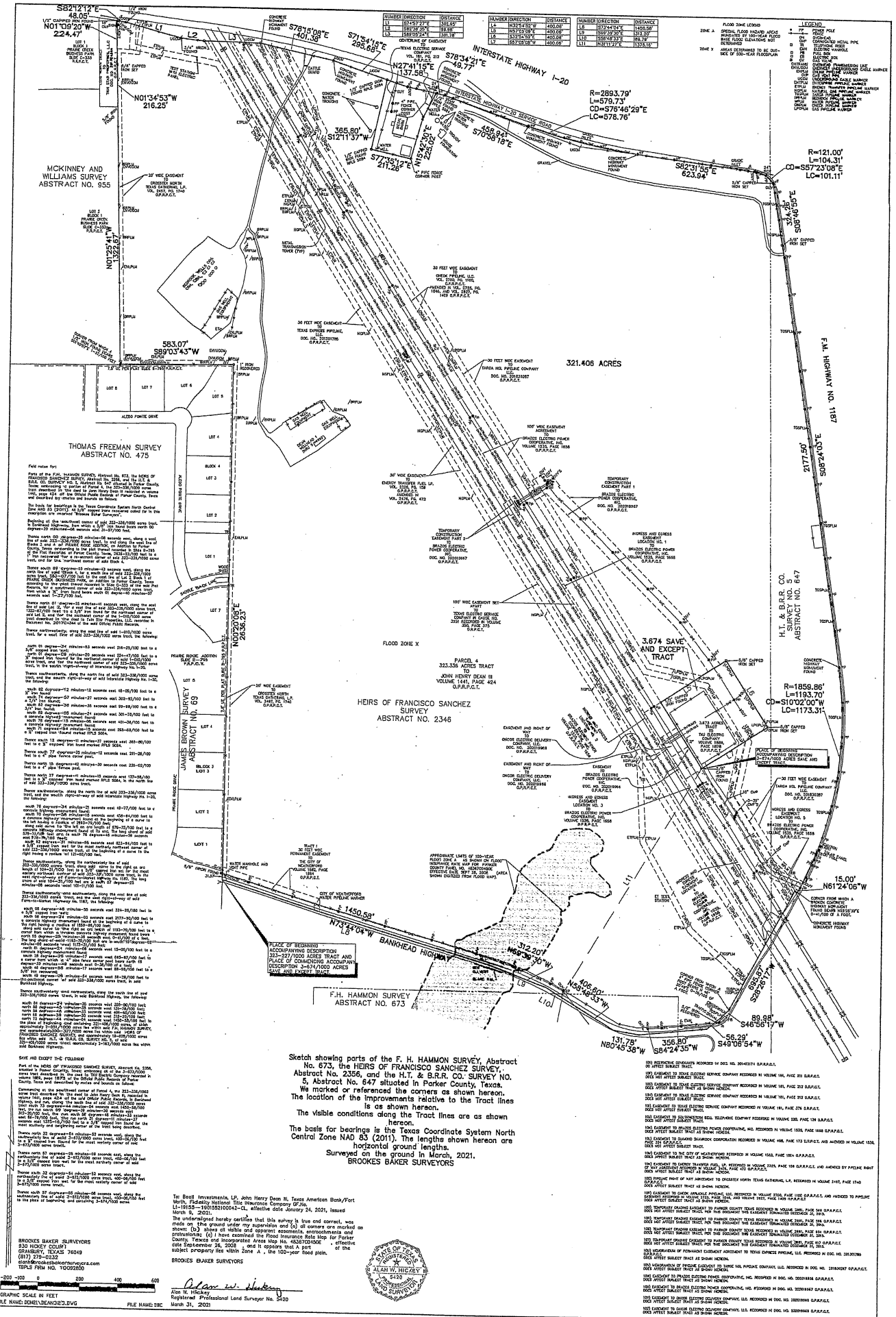
Thence north 57 degrees-05 minutes-09 seconds east, along the northwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most northerly corner

of said 3-673/1000 acres tract.

Thence south 32 degrees-54 minutes-52 seconds east, along the northeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most easterly corner of said 3-673/1000 acres tract.

Thence south 57 degrees-05 minutes-08 seconds west, along the southeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to the place of beginning and containing 3-673/1000 acres.

Exhibit "B"



Sketch showing parts of the F. H. HAMMON SURVEY, Abstract No. 673, the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and the H.T. & B.R.R. CO. SURVEY NO. 5, Abstract No. 647 situated in Parker County, Texas. We marked or referenced the corners as shown hereon. The location of the Improvements relative to the Tract lines is as shown hereon. The visible conditions along the Tract lines are as shown hereon. The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (2011). The lengths shown hereon are horizontal ground lengths. Surveyed on the ground in March, 2021. BROOKES BAKER SURVEYORS

To: Best Investments, LP, John Henry Dean III, Texas American Bank/Fort Worth, Fidelity National Title Insurance Company OF TX, L(1915)-19(15)210042-2L, effective date January 24, 2021, issued March 9, 2021.

The undersigned hereby certifies that this survey is true and correct, was made on the ground under my supervision and (a) all corners are marked as shown; (b) shows all visible and apparent encroachments and protrusions; (c) I have examined the Texas Insurance Rate Plan for Parker County, Texas and incorporated Area Map No. 4822(03)0500 - effective date September 26, 2008; and (d) except that a part of the subject property lies within Zone A, a 100-year flood plain.

Alan W. Hickey
Registered Professional Land Surveyor No. 3202
March 31, 2021



300 400 500 600
GRAPHIC SCALE IN FEET
FILE NAME: 20210323.DWG
FILE NAME: 2021

Exhibit "A"**Property Description**

Parts of the F.H. HAMMON SURVEY, Abstract No. 673, the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and the H.T. & B.R.R. CO. SURVEY NO. 5, Abstract No. 647 situated in Parker County, Texas; embracing all of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (2011). All 5/8" capped irons recovered called for in this description are marked "Brookes Baker Surveyors".

Beginning at the southwest corner of said 323-336/1000 acres tract, in Bankhead Highway, from which a 5/8" iron found bears north 00 degrees-20 minutes-08 seconds east 31-57/100 feet.

Thence north 00 degrees-20 minutes-08 seconds east, along a west line of said 323-336/1000 acres tract, to and along the east line of Blocks 3 and 4 of PRAIRIE RIDGE ADDITION, an Addition to Parker County, Texas according to the plat thereof recorded in Slide B-795 of the Plat Records of Parker County, Texas, 2636-23/100 feet to a 1" iron found for a re-entrant corner of said 323-336/1000 acres tract, and for the northeast corner of said Block 4.

Thence south 89 degrees-03 minutes-43 seconds west, along the north line of said Block 4, for a south line of said 323-336/1000 acres tract, 583-07/100 feet to the east line of Lot 2 Block 1 of PRAIRIE CREEK BUSINESS PARK, an Addition to Parker County, Texas according to the plat thereof recorded in Slide C-333 of the said Plat Records, for a southwest corner of said 323-336/1000 acres tract, from which a 1/2" iron found bears south 01 degree-40 minutes-07 seconds east 1-37/100 feet.

Thence north 01 degrees-25 minutes-41 seconds west, along the east line of said Lot 2, for a west line of said 323-336/1000 acres tract, 1322-67/100 feet to a 5/8" iron found for the northeast corner of said Lot 2, and for the southeast corner of the 1-010/1000 acres tract described in the deed to Twin Star Properties, LLC. recorded in Document No. 201704344 of the said Official Public Records.

Thence northwesterly, along the east line of said 1-010/1000 acres tract, for a west line of said 323-336/1000 acres tract, the following:

north 01 degrees-34 minutes-53 seconds west 216-25/100 feet to a 5/8" capped iron set;

north 01 degrees-09 minutes-20 seconds west 224-47/100 feet to a 1/2" capped iron found for the northeast corner of said 1-010/1000 acres tract, and for the northwest corner of said 323-336/1000 acres tract, in the south right-of-way of Interstate Highway No. I-20.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south

right-of-way of said Interstate Highway No. I-20, the following:

south 82 degrees-12 minutes-12 seconds east 48-05/100 feet to a ½" iron found;
 south 74 degrees-57 minutes-27 seconds east 302-95/100 feet to a ¾" iron found;
 south 82 degrees-38 minutes-35 seconds east 99-98/100 feet to a ¾" iron found;
 south 89 degrees-05 minutes-24 seconds east 301-78/100 feet to a concrete highway monument found;
 south 78 degrees-15 minutes-08 seconds east 401-38/100 feet to a concrete highway monument found;
 south 71 degrees-54 minutes-15 seconds east 295-68/100 feet to a ½" capped iron found marked RPLS 5084.

Thence south 12 degrees-11 minutes-37 seconds west 365-80/100 feet to a ½" capped iron found marked RPLS 5084.

Thence south 77 degrees-35 minutes-12 seconds east 211-26/100 feet to a 4" pipe fence corner post.

Thence north 15 degrees-42 minutes-30 seconds east 225-02/100 feet to a 4" pipe fence post.

Thence north 27 degrees-41 minutes-15 seconds east 137-58/100 feet to a ½" capped iron found marked RPLS 5084, in the north line of said 323-336/1000 acres tract.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south right-of-way of said Interstate Highway No. I-20, the following:

south 78 degrees-34 minutes-21 seconds east 49-77/100 feet to a concrete highway monument found;
 south 70 degrees-58 minutes-18 seconds east 458-94/100 feet to a concrete highway monument found at the beginning of a curve to the left having a radius of 2893-79/100 feet; along said curve to the left an arc length of 579-73/100 feet to a concrete highway monument found at its end. The long chord of said 579-73/100 feet arc is south 76 degrees-46 minutes-29 seconds east 578-76/100 feet;
 south 82 degrees-31 minutes-55 seconds east 623-94/100 feet to a 5/8" capped iron set for the most northerly northeast corner of said 323-336/1000 acres tract, at the beginning of a curve to the right having a radius of 121-00/100 feet.

Thence southeasterly, along the northeasterly line of said 323-336/1000 acres tract, along said curve to the right an arc length of 104-31/100 feet to a 5/8" capped iron set for the most easterly northeast corner of said 323-336/1000 acres tract, in the west right-of-way of Farm-to-Market Highway No. 1187. The long chord of said 104-31/100 feet arc is south 57 degrees-23 minutes-08 seconds east 101-11/100 feet.

Thence southeasterly and southwesterly, along the east line of said 323-336/1000 acres tract, and the west right-of-way of said Farm-to-Market Highway No. 1187, the following:

south 08 degrees-46 minutes-55 seconds east 324-26/100 feet to a 5/8" capped iron set;
 south 08 degrees-24 minutes-03 seconds east 2177-50/100 feet to a concrete highway monument found at the beginning of a curve to the right having a radius of 1859-86/100 feet;

along said curve to the right an arc length of 1193-70/100 feet to a corner from which a broken concrete highway monument found bears north 55 degrees-25 minutes-39 seconds east 0-41/100 of a foot. The long chord of said 1193-70/100 feet arc is south 10 degrees-02 minutes-00 seconds west 1173-31/100 feet;
 north 61 degrees-24 minutes-06 seconds west 15-00/100 feet to a concrete highway monument found;
 south 28 degrees-26 minutes-17 seconds west 695-87/100 feet to a corner from which a 4" pipe fence corner post bears north 46 degrees-30 minutes-49 seconds east 0-38/100 of a foot;
 south 46 degrees-56 minutes-17 seconds west 89-98/100 feet to a 5/8" iron recovered;
 south 49 degrees-06 minutes-54 seconds west 56-29/100 feet to the southeast corner of said 323-336/1000 acres tract, in said Bankhead Highway.

Thence southwesterly and northwesterly, along the south line of said 323-336/1000 acres tract, in said Bankhead Highway, the following:

south 84 degrees-24 minutes-35 seconds west 356-80/100 feet;
 north 80 degrees-45 minutes-38 seconds west 131-78/100 feet;
 north 58 degrees-48 minutes-33 seconds west 406-60/100 feet;
 north 69 degrees-39 minutes-30 seconds west 312-20/100 feet;
 north 73 degrees-44 minutes-04 seconds west 1450-58/100 feet to the place of beginning and containing 321-406/1000 acres, of which approximately 2-051/1000 acres lies within said F.H. HAMMON SURVEY, and approximately 300-327/1000 acres lies within said HEIRS OF FRANCISCO SANCHEZ SURVEY, and approximately 19-028/1000 acres lies within said H.T. & B.R.R. CO. SURVEY NO. 5, of said 321-406/1000 acres tract approximately 2-162/1000 acres lies within said Bankhead Highway.

SAVE AND EXCEPT THE FOLLOWING

Part of the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, situated in Parker County, Texas; embracing all of the 3-673/1000 acres tract described in the deed to TXU Electric Company recorded in volume 1889, page 1878 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

Commencing at the southwest corner of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III, recorded in volume 1441, page 424 of the said Official Public Records, in Bankhead Highway, and run, along the south line of said 323-336/1000 acres tract south 73 degrees-44 minutes-04 seconds east 1450-58/100 feet, the run south 69 degrees-39 minutes-30 seconds east 312-20/100 feet, the run south 58 degrees-48 minutes-33 seconds east 89-79/100 feet, the run north 31 degrees-11 minutes-27 seconds east 1375-16/100 feet to a 5/8" capped iron found for the most southerly and beginning corner of the tract being described.

Thence north 32 degrees-54 minutes-52 seconds west, along the southwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 1/2" capped iron found for the most westerly corner of said 3-673/1000 acres tract.

Thence north 57 degrees-05 minutes-09 seconds east, along the northwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most northerly corner

of said 3-673/1000 acres tract.

Thence south 32 degrees-54 minutes-52 seconds east, along the northeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most easterly corner of said 3-673/1000 acres tract.

Thence south 57 degrees-05 minutes-08 seconds west, along the southeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to the place of beginning and containing 3-673/1000 acres.

Exhibit E
Annexation Services Agreement

CITY OF WILLOW PARK

ANNEXATION SERVICES AGREEMENT

This Annexation Services Agreement (hereinafter referred to as the ("Agreement")) is entered into pursuant to Section 43.0672(a) of the Texas Local Government Code, as amended, by and between the CITY OF WILLOW PARK, TEXAS, a Type A general law municipality (hereinafter referred to as the "City") and the undersigned owner of the approximately 321 acres of real property, Beall-Dean Ranch, Ltd., (hereinafter referred to as the "Owner"). The City and Owner may hereafter be referred to collectively as the "Parties" or, individually, as a "Party."

WHEREAS, the Owner owns approximately 321 acres of real property (hereinafter referred to as the "Property") in Parker County, Texas, which is particularly described and/or depicted in Exhibit A and Exhibit B which are attached hereto and is incorporated herein for all purposes; and

WHEREAS, the Property lies wholly within the City's extraterritorial jurisdiction (hereinafter referred to as the "ETJ"); and

WHEREAS, the City and Owner agree the Property is contiguous to the City's corporate limits; and

WHEREAS, the City and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended; and

WHEREAS, Sections 43.067 to 43.0673 of the Texas Local Government Code provides the process to annex property on request of the property owner; and

WHEREAS, Section 43.0672 of the Texas Local Government Code provide that "(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement"; and

WHEREAS, the City desires to enter into this Agreement with the Owner concerning the services to be provided to the Property in accordance with Section 43.0672 of the Texas Local Government Code; 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 of this Agreement; and

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

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein. This Agreement is intended to run with the Property for a ten-year period commencing on the Effective Date and shall be recorded in the deed records of Parker County, Texas. Renewal of the Agreement shall be at the option of the City. A renewal of the Agreement may be exercised by the City Council provided the renewal is adopted by ordinance and specifically renews the Agreement for a stated period of time.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) Act. The word "Act" means Chapter 43 of the Texas Local Government Code, as amended.
- (b) Agreement. The word "Agreement" means this Annexation Services Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) City. The word "City" means the City of Willow Park, Texas, a Type A general law municipality.
- (d) Effective Date. The words "Effective Date" of this Agreement shall be the date of the completion of the annexation of the Property and/or the execution of this Agreement by Owner and City, whichever is later.
- (e) ETJ. The term "ETJ" refers to the City's extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (f) Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

- (g) Owner. The word "Owner" means Beall-Dean Ranch, Ltd., a Texas limited partnership, the owner of the Property described and/or depicted in Exhibit "A" and Exhibit "B" attached hereto.
- (h) Property. The word "Property" means the approximately 321 acres of land located within Parker County, Texas, as is more particularly described and or depicted in Exhibit "A" and "B" of this Agreement, which are attached hereto and incorporated herein for all purposes.
- (i) Term. The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.

In accordance with Section 43.0672 of the Act, the City will provide the following services to the Property after its annexation into the corporate limits of the City:

FIRE

Existing Services: Parker County Emergency Services District No. 1

Services to be Provided: The City of Willow Park receives fire suppression service from the Parker County Emergency Services District No. 1. Fire suppression will continue to be available to the area upon annexation through Parker County Emergency Services District No. 1. Fire prevention activities will be provided by the City Fire Marshall's office.

POLICE

Existing Services: Parker County Sheriff's Department

Services to be Provided: Currently, the area is under the jurisdiction of the Parker County Sheriff's Office. Upon annexation, the City of Willow Park Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Compliance Services upon annexation. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Willow Park.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department’s responsibility for regulating development and land use through the administration of the City of Willow Park Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision Ordinance. These services can be provided within the department’s current budget and staff appropriation.

HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None.

Services to be Provided: The City of Willow Park will implement the enforcement of the City’s health ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and within the current budget appropriation.

STREET

Existing Services: Parker County Street Maintenance

Services to be Provided: Owner shall be responsible for designing and constructing all streets and roads on the Property at their own expense pursuant to the Beall-Dean Ranch Development Agreement entered into by the Parties (the “Development Agreement”), the terms of which are incorporated herein as though set out in full, and all streets and roads constructed by Owner shall be subject to a two (2) year maintenance bond(s) provided by the Owner. Following the acceptance by the City of Willow Park of the streets or roads constructed by the Owner and the expiration of the maintenance bond(s), the City of Willow Park will maintain the streets and roads on the Property. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None.

Services to be Provided: Owner shall be responsible for designing and constructing all storm water drainage improvements on the Property at their own expense pursuant to the Development Agreement, and all drainage improvements constructed by Owner shall be subject to a two (2) year maintenance bond(s) provided by the Owner. Following the acceptance by the City of Willow Park of the drainage improvements and the expiration of the maintenance bond(s), the City of Willow Park will maintain the drainage improvements on the Property. This service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None.

Services to be Provided: The City of Willow Park will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. Owner shall be responsible for the costs of the purchase and installation of any street lighting.

TRAFFIC ENGINEERING

Existing Services: None.

Services to be Provided: The City of Willow Park Public Works Department will provide, after the effective date of annexation and development of the Property by Owner pursuant to the Development Agreement, any traffic control devices. Owner shall be responsible for the costs of purchase and the installation of any traffic control devices. After installation of all traffic control devices, the City will maintain the traffic control devices.

WATER SERVICE

Existing Services: None.

Services to be Provided: The City of Willow Park will extend a 12-inch water line to the northwest corner of the Property at its expense (the “City Water Line”) pursuant to the Development Agreement. Owner shall be responsible for designing and constructing all water facilities and improvements to tie into the City Water Line and all water facilities and improvements needed for the Property at its own expense, pursuant to the Development Agreement, and all water facilities and improvements constructed by Owner shall be subject to a two (2) year maintenance bond(s) provided by the Owner. Following the acceptance by the City of Willow Park of the water facilities and improvements and the expiration of the maintenance bond(s), the City of Willow Park will maintain the water facilities and improvements on the Property and provide water service to the Property. This service can be provided within the current budget appropriation.

SANITARY SEWER SERVICE

Existing Services: None.

Services to be Provided: The City of Willow Park will extend a 10-inch gravity sewer line to the southwest corner of the Property at its expense (the “City Sewer Line”) pursuant to the Development Agreement. Owner shall be responsible for designing and constructing all wastewater facilities and improvements to tie into the City Sewer Line and all wastewater facilities and improvements needed for the Property at its own expense, pursuant to the Development Agreement, and all wastewater facilities and improvements constructed by Owner shall be subject to a two (2) year maintenance bond(s) provided by the Owner. Following the acceptance by the City of Willow Park of the wastewater facilities and improvements and the expiration of the maintenance bond(s), the City of Willow Park will maintain the wastewater facilities and improvements on the Property and provide sanitary service to the Property. This service can be provided within the current budget appropriation.

SOLID WASTE SERVICES

Existing Services: None.

Services to be Provided: Solid Waste Collection shall be provided to the Property by the City of Willow Park's contracted provider upon annexation and development of the Property in accordance with City policies and ordinances, beginning upon the occupancy of structures.

MISCELLANEOUS SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Willow Park's established policies governing extension of municipal services to newly annexed areas.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Parker County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Parker County, Texas.
- (c) **Disclosure. Owner understands that it is not required to enter into this Agreement. The City is annexing the Property on a request by Owner, as the owner of the Property, to annex the Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Owner 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 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 Property to be annexed; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Property. The annexation of the Property, and the procedures applicable to the annexation, require the Owner's consent. The City, by entering**

into this Agreement, has waived its immunity to suit, but only to the extent as provided in Section 212.172 of the Local Government Code.

- (d) Assignment. This Agreement may not be assigned without the express written consent of the other party.
- (e) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) Enforcement. This Agreement may be enforced by either the 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.
- (i) Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (j) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (k) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

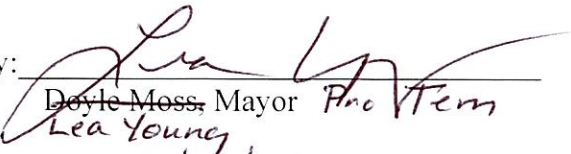
if to City: City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087
Attn: City Manager
Telephone: 817/441-7108


if to Owner: Beall-Dean Ranch, Ltd.
5712 Colleyville Boulevard, Suite 200
Colleyville, Texas 76034
Attn: Robert S. Beall, Partner
Telephone: 817) 399-1100

- (l) Recording. This Agreement is intended to run with the Property for the term thereof, and upon execution by the Parties shall be recorded in the deed records of Parker County, Texas, and shall be binding upon the Property for the term only.
- (m) Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (n) Sovereign Immunity. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (o) Time is of the essence. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY OF WILLOW PARK

By: 
Doyle Moss, Mayor *Pro Tem*
Lea Young
Date: 11/12/24

ATTEST:

Antonette A. Fisher, City Secretary
Interim

APPROVED AS TO FORM:

[Signature]
William P. Chesser, City Attorney

OWNER

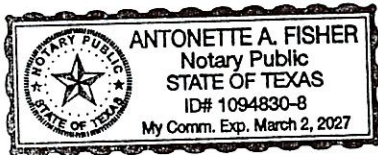
BEALL-DEAN RANCH, LTD

By: [Signature]

Date: 11/12/24

STATE OF TEXAS
COUNTY OF PARKER

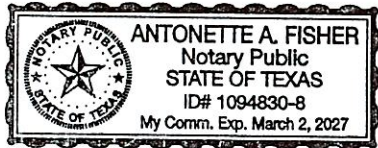
This instrument was acknowledged before me on the 12th day of Nov. by Lea Young ~~Doyle Moss,~~
~~Mayor~~ of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said
municipality. Mayor Pro Tem



[Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the 12th day of Nov. by Robert S. Beall,
in his capacity as a Owner in the Beall-Dean Ranch, Ltd partnership, on behalf of said
partnership.



[Signature]
Notary Public, State of Texas

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS AUTHORIZING AND CREATING THE BEALL-DEAN RANCH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within the corporate limits and/or the extraterritorial jurisdiction of the City (the “ETJ”); and

WHEREAS, on November 7, 2024, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”) a petition (the “Petition”) requesting the establishment of a public improvement district consisting of property within the ETJ of the City; and

WHEREAS, the Petition requested the creation of the Beall-Dean Ranch Public Improvement District (the “District”), which District is located within the ETJ of the City and is more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in an official newspaper of general circulation in the City and in the part of the ETJ of the City in which the District will be located and mailing notice of the hearing or receiving a waiver relating to such notice from the Petitioner, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the creation of the District on January 14, 2025; and

WHEREAS, the City Council closed the public hearing on the advisability of the creation of the District on January 14, 2025.

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

SECTION 1: The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2: The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3: Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on January 14, 2025, hereby finds and declares:

- (a) **Advisability of the Proposed Authorized Improvements.** It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property within the District.
- (b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) acquisition, construction, and improvement of street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) acquisition, construction, and improvement of water, wastewater, and drainage improvements and facilities; (iii) establishment and improvement of parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (v) acquisition of real property or interests in real property in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement related to the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above (collectively, the "Authorized Improvements"). The Authorized Improvements shall promote the interest of the City and confer a special benefit upon the property within the District.
- (c) **Estimated Costs of the Authorized Improvements.** The current estimated total cost of the proposed Authorized Improvements is \$75,000,000.
- (d) **Boundaries of the District.** The District is proposed to include property owned by the Petitioner consisting of approximately 317.732 acres of property generally located south of Interstate Highway I-20, west of F.M. 1187, and north of E. Bankhead Highway, and within the extraterritorial jurisdiction of the City, as more particularly described by a metes and bounds described in **Exhibit A** attached hereto, and as more particularly depicted in **Exhibit B** attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

- (f) **Apportionment of Costs.** The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied in the District. No City property in the District shall be assessed. The Petitioner may fund certain improvements from other funds available to the Petitioner.
- (g) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) **Advisory Board.** The District shall be managed without the creation of an advisory body.

SECTION 4: The Beall-Dean Ranch Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5: The City Council hereby authorizes and directs the City Secretary, on or before January 21, 2025, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the District is located.

SECTION 6: Effective upon the date of the passage of this Resolution, the District shall be established.

SECTION 7: This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Exhibit "A"**Property Description**

Parts of the F.H. HAMMON SURVEY, Abstract No. 673, the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and the H.T. & B.R.R. CO. SURVEY NO. 5, Abstract No. 647 situated in Parker County, Texas; embracing all of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (2011). All 5/8" capped irons recovered called for in this description are marked "Brookes Baker Surveyors".

Beginning at the southwest corner of said 323-336/1000 acres tract, in Bankhead Highway, from which a 5/8" iron found bears north 00 degrees-20 minutes-08 seconds east 31-57/100 feet.

Thence north 00 degrees-20 minutes-08 seconds east, along a west line of said 323-336/1000 acres tract, to and along the east line of Blocks 3 and 4 of PRAIRIE RIDGE ADDITION, an Addition to Parker County, Texas according to the plat thereof recorded in Slide B-795 of the Plat Records of Parker County, Texas, 2636-23/100 feet to a 1" iron found for a re-entrant corner of said 323-336/1000 acres tract, and for the northeast corner of said Block 4.

Thence south 89 degrees-03 minutes-43 seconds west, along the north line of said Block 4, for a south line of said 323-336/1000 acres tract, 583-07/100 feet to the east line of Lot 2 Block 1 of PRAIRIE CREEK BUSINESS PARK, an Addition to Parker County, Texas according to the plat thereof recorded in Slide C-333 of the said Plat Records, for a southwest corner of said 323-336/1000 acres tract, from which a 1/2" iron found bears south 01 degree-40 minutes-07 seconds east 1-37/100 feet.

Thence north 01 degrees-25 minutes-41 seconds west, along the east line of said Lot 2, for a west line of said 323-336/1000 acres tract, 1322-67/100 feet to a 5/8" iron found for the northeast corner of said Lot 2, and for the southeast corner of the 1-010/1000 acres tract described in the deed to Twin Star Properties, LLC. recorded in Document No. 201704344 of the said Official Public Records.

Thence northwesterly, along the east line of said 1-010/1000 acres tract, for a west line of said 323-336/1000 acres tract, the following:

north 01 degrees-34 minutes-53 seconds west 216-25/100 feet to a 5/8" capped iron set;

north 01 degrees-09 minutes-20 seconds west 224-47/100 feet to a 1/2" capped iron found for the northeast corner of said 1-010/1000 acres tract, and for the northwest corner of said 323-336/1000 acres tract, in the south right-of-way of Interstate Highway No. I-20.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south

right-of-way of said Interstate Highway No. I-20, the following:

south 82 degrees-12 minutes-12 seconds east 48-05/100 feet to a ½" iron found;
 south 74 degrees-57 minutes-27 seconds east 302-95/100 feet to a ¾" iron found;
 south 82 degrees-38 minutes-35 seconds east 99-98/100 feet to a ¾" iron found;
 south 89 degrees-05 minutes-24 seconds east 301-78/100 feet to a concrete highway monument found;
 south 78 degrees-15 minutes-08 seconds east 401-38/100 feet to a concrete highway monument found;
 south 71 degrees-54 minutes-15 seconds east 295-68/100 feet to a ½" capped iron found marked RPLS 5084.

Thence south 12 degrees-11 minutes-37 seconds west 365-80/100 feet to a ½" capped iron found marked RPLS 5084.

Thence south 77 degrees-35 minutes-12 seconds east 211-26/100 feet to a 4" pipe fence corner post.

Thence north 15 degrees-42 minutes-30 seconds east 225-02/100 feet to a 4" pipe fence post.

Thence north 27 degrees-41 minutes-15 seconds east 137-58/100 feet to a ½" capped iron found marked RPLS 5084, in the north line of said 323-336/1000 acres tract.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south right-of-way of said Interstate Highway No. I-20, the following:

south 78 degrees-34 minutes-21 seconds east 49-77/100 feet to a concrete highway monument found;
 south 70 degrees-58 minutes-18 seconds east 458-94/100 feet to a concrete highway monument found at the beginning of a curve to the left having a radius of 2893-79/100 feet; along said curve to the left an arc length of 579-73/100 feet to a concrete highway monument found at its end. The long chord of said 579-73/100 feet arc is south 76 degrees-46 minutes-29 seconds east 578-76/100 feet;
 south 82 degrees-31 minutes-55 seconds east 623-94/100 feet to a 5/8" capped iron set for the most northerly northeast corner of said 323-336/1000 acres tract, at the beginning of a curve to the right having a radius of 121-00/100 feet.

Thence southeasterly, along the northeasterly line of said 323-336/1000 acres tract, along said curve to the right an arc length of 104-31/100 feet to a 5/8" capped iron set for the most easterly northeast corner of said 323-336/1000 acres tract, in the west right-of-way of Farm-to-Market Highway No. 1187. The long chord of said 104-31/100 feet arc is south 57 degrees-23 minutes-08 seconds east 101-11/100 feet.

Thence southeasterly and southwesterly, along the east line of said 323-336/1000 acres tract, and the west right-of-way of said Farm-to-Market Highway No. 1187, the following:

south 08 degrees-46 minutes-55 seconds east 324-26/100 feet to a 5/8" capped iron set;
 south 08 degrees-24 minutes-03 seconds east 2177-50/100 feet to a concrete highway monument found at the beginning of a curve to the right having a radius of 1859-86/100 feet;

along said curve to the right an arc length of 1193-70/100 feet to a corner from which a broken concrete highway monument found bears north 55 degrees-25 minutes-39 seconds east 0-41/100 of a foot. The long chord of said 1193-70/100 feet arc is south 10 degrees-02 minutes-00 seconds west 1173-31/100 feet;
 north 61 degrees-24 minutes-06 seconds west 15-00/100 feet to a concrete highway monument found;
 south 28 degrees-26 minutes-17 seconds west 695-87/100 feet to a corner from which a 4" pipe fence corner post bears north 46 degrees-30 minutes-49 seconds east 0-38/100 of a foot;
 south 46 degrees-56 minutes-17 seconds west 89-98/100 feet to a 5/8" iron recovered;
 south 49 degrees-06 minutes-54 seconds west 56-29/100 feet to the southeast corner of said 323-336/1000 acres tract, in said Bankhead Highway.

Thence southwesterly and northwesterly, along the south line of said 323-336/1000 acres tract, in said Bankhead Highway, the following:

south 84 degrees-24 minutes-35 seconds west 356-80/100 feet;
 north 80 degrees-45 minutes-38 seconds west 131-78/100 feet;
 north 58 degrees-48 minutes-33 seconds west 406-60/100 feet;
 north 69 degrees-39 minutes-30 seconds west 312-20/100 feet;
 north 73 degrees-44 minutes-04 seconds west 1450-58/100 feet to the place of beginning and containing 321-406/1000 acres, of which approximately 2-051/1000 acres lies within said F.H. HAMMON SURVEY, and approximately 300-327/1000 acres lies within said HEIRS OF FRANCISCO SANCHEZ SURVEY, and approximately 19-028/1000 acres lies within said H.T. & B.R.R. CO. SURVEY NO. 5, of said 321-406/1000 acres tract approximately 2-162/1000 acres lies within said Bankhead Highway.

SAVE AND EXCEPT THE FOLLOWING

Part of the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, situated in Parker County, Texas; embracing all of the 3-673/1000 acres tract described in the deed to TXU Electric Company recorded in volume 1889, page 1878 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

Commencing at the southwest corner of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III, recorded in volume 1441, page 424 of the said Official Public Records, in Bankhead Highway, and run, along the south line of said 323-336/1000 acres tract south 73 degrees-44 minutes-04 seconds east 1450-58/100 feet, the run south 69 degrees-39 minutes-30 seconds east 312-20/100 feet, the run south 58 degrees-48 minutes-33 seconds east 89-79/100 feet, the run north 31 degrees-11 minutes-27 seconds east 1375-16/100 feet to a 5/8" capped iron found for the most southerly and beginning corner of the tract being described.

Thence north 32 degrees-54 minutes-52 seconds west, along the southwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 1/2" capped iron found for the most westerly corner of said 3-673/1000 acres tract.

Thence north 57 degrees-05 minutes-09 seconds east, along the northwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most northerly corner

of said 3-673/1000 acres tract.

Thence south 32 degrees-54 minutes-52 seconds east, along the northeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most easterly corner of said 3-673/1000 acres tract.

Thence south 57 degrees-05 minutes-08 seconds west, along the southeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to the place of beginning and containing 3-673/1000 acres.

EXHIBIT B
PROPERTY DEPICTION

PUBLIC HEARING NOTICE**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF WILLOW PARK, TEXAS FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311, TEXAS TAX CODE**

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Willow Park, Texas (the “City”), pursuant to Chapter 311.003 Texas Tax Code, as amended, (the “Act”), will hold a public hearing at 6:00 p.m. on Tuesday, January 14, 2025, in the City Council Chambers, City Hall, 120 El Chico Trail, Suite A, Willow Park, Texas 76087 for the purpose of considering the creation of the Tax Increment Reinvestment Zone Number Two, City of Willow Park, Texas, located within the corporate limits of the City.

All persons are invited to attend the hearing and speak for or against the creation of Tax Increment Reinvestment Zone Number Two, City of Willow Park, Texas, the proposed boundaries, or the concept of tax increment financing. Written or oral statements will be considered. The proposed boundaries include approximately 293.45 acres located in the corporate limits of the City, located south of IH 20, west of FM 1187, and north of E Bankhead Highway. A more detailed legal description and boundary map of the proposed Tax Increment Reinvestment Zone Number Two, City of Willow Park, Texas, are on file and open for public inspection in the office of the City Secretary. Questions or requests for additional information may be directed to Bryan Grimes, City of Willow Park City Administrator.



CITY COUNCIL REGULAR MEETING MINUTES

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

Tuesday, December 10, 2024 at 6:00 PM

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

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

Quorum confirmed.

PRESENT

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

Staff present:

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

PLEDGE OF ALLEGIANCE AND INVOCATION

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

PUBLIC COMMENTS (Limited to three minutes per person)

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

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

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

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

No public comments.

PROCLAMATION

1. Service Award Proclamation for Candice Scott

A Service Award Proclamation was presented to Ms. Candice Scott Jock for her retirement following 25 years of dedicated service to the City of Willow Park. Additional proclamations were presented by Mayor Moss on behalf of Senator Drew Springer and Congressman Roger Williams, and Ms. Judy Flannigan from Senator Phil King's Office also presented a proclamation, thanked Ms. Jock for her service, and wished her a happy retirement.

CONSENT AGENDA

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

Approval of all Consent Agenda Items, as shown.

2. City Council Meeting Minutes - Regular Meeting: November 26, 2024

Motion to approve minutes, as presented.

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

REGULAR AGENDA ITEMS

3. Discussion/Action: for the approval of a contractual agreement providing engineering services by Jacob & Martin for the extension of water and sewer to the Beall-Dean Ranch property

Michelle Guelker, ACM - Public Works stated that the Beall-Dean Developer's Agreement required the hiring of an engineering firm within 90 days of its execution, but explained that the city was already working with an engineering firm for creation of

the Developer's Agreement. She requested approval for the engineering contract with Jacob Martin, as presented.

Motion to approve a contractual agreement providing engineering services by Jacob & Martin for the extension of water and sewer to the Beall-Dean Ranch property.

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

4. Discussion/Action: for the authorization of a professional services agreement with Jacob Martin, LLC for the water line replacement and street improvements project in the Squaw Creek Estates West subdivision

City Manager Grimes asked Council to postpone this item to allow Staff additional time to provide different funding options.

Motion to postpone until January 14, 2025.

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

5. Discussion/Action: on authorizing the opt-in of the City of Willow Park in the settlements reached by the Texas Attorney General with Kroger and authorizing the City Manager to execute all documentation necessary to participate in the settlement, including execution of the Subdivision Participation Form

City Attorney Chesser explained that this was another opioid settlement as was presented to him by the Attorney General, and recommended the city's participation.

Motion authorizing the opt-in of the City of Willow Park in the settlements reached by the Texas Attorney General with Kroger and authorizing the City Manager to execute all documentation necessary to participate in the settlement, including execution of the Subdivision Participation Form.

Motion made by Councilmember Runnebaum, Seconded by Councilmember Contreras.

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

6. Discussion/Action: to approve a Resolution of the City of Willow Park, Texas, accepting a petition seeking the creation of the Beall-Dean Ranch Public Improvement District within the extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's January 14, 2025 meeting

City Manager Grimes explained that at the previous meeting we were scheduled to have a Public Hearing on the PID, but due to a typographical issue with publication, the notice of public hearing was to be republished in the newspaper of record. Jordan Sawyer from Norton, Rose, Fulbright, reiterated the situation of an incorrect street reference by the developer team, and request to postpone acceptance of the petition from this meeting, as originally scheduled, to the January 14 meeting, upon which date Council will also be presented with acceptance of the TIRZ. Mr. Grimes also added that the annexations will be heard on that date, as well.

Motion to approve a Resolution of the City of Willow Park, Texas, as presented, accepting a petition seeking the creation of the Beall-Dean Ranch Public Improvement District within the extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's January 14, 2025 meeting.

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

INFORMATIONAL

Council member Runnebaum wished everyone a merry Christmas and thanked everyone for a great year by Staff and expressed his appreciation for them. Mayor Pro Tem Young congratulated Candy [Jock] on her retirement and expressed how much she will be missed. Mayor Moss agreed, and thanked everyone: Staff, Mr. Grimes, and City Council for all they do, and wished everyone a merry Christmas.

City Manager Grimes announced that there will be no second meeting in December as it is Christmas Eve, and notified Council of City Hall closures and reduced staff due to the holidays.

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

Adjourned to Executive Session at 6:15 p.m.

- 7. Section 551.071 (Consultation with Attorney); 551.072 (Deliberation Regarding Real Property) - possible purchase of tract of property on Kings Gate Road and adjoining tract off I-20 Service Road**
- 8. Section 551.074 – Personnel Matters: City Council may interview candidates for City Secretary Position; application review, discussion, and consideration of candidates**
- 9. Section 551.074 - Personnel Matters: City Manager Evaluation**

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

Reconvened into Open Session at 7:30 p.m.

Actions taken:

Item #7: Possible purchase of tract of property on Kings Gate Road and adjoining tract off I-20 Service Road.

Motion to approve a contract of sale for real property for the purchase of one parcel of land being 0.0807 acres for the Kings Gate Bridge project.

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

Item #9: City Manager Evaluation

Councilmember Gilliland praised City Manager Bryan Grimes on a "great job" and how the city has advanced and moved forward this past year, much of that attributed to his hard work.

Motion to approve a 5% annual pay increase to Bryan Grimes.

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

ADJOURNMENT

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

Motion to adjourn.

Meeting adjourned at **7:32 p.m.**

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

These minutes were approved on the 14th of January, 2025.

Doyle Moss, Mayor

Antonette A. Fisher, Interim City Secretary

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

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: December 6, 2024 at/by 5:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

_____/s/_____

Antonette A. Fisher
Interim 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 tfisher@willowpark.org. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at <http://www.willowparktx.gov/>



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 14, 2025	Department: Admin	Presented By: City Manager
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AGENDA ITEM: Discussion / Action: A resolution creating the Beall-Dean Ranch Public Improvement District

BACKGROUND: Pursuant to the Development Agreement with the Beall-Dean Ranch, and after holding a public hearing to establish a Public Improvement District (PID), staff recommends creating a public improvement district to fund certain public improvements within the district. Any improvements funded through PID will be paid by an assessment fee on property located within the District.

Suggested Motion: I move that the Willow Park City Council pass a resolution of the City of Willow Park authorizing and creating the Beall-Dean Ranch public improvement district in accordance with Chapter 372 of the Texas Local Government Code; Resolving other matters incident and related thereto, and providing an effective date.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS AUTHORIZING AND CREATING THE BEALL-DEAN RANCH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within the corporate limits and/or the extraterritorial jurisdiction of the City (the “ETJ”); and

WHEREAS, on November 7, 2024, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), submitted and filed with the City Secretary of the City (the “City Secretary”) a petition (the “Petition”) requesting the establishment of a public improvement district consisting of property within the ETJ of the City; and

WHEREAS, the Petition requested the creation of the Beall-Dean Ranch Public Improvement District (the “District”), which District is located within the ETJ of the City and is more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in an official newspaper of general circulation in the City and in the part of the ETJ of the City in which the District will be located and mailing notice of the hearing or receiving a waiver relating to such notice from the Petitioner, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the creation of the District on January 14, 2025; and

WHEREAS, the City Council closed the public hearing on the advisability of the creation of the District on January 14, 2025.

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

SECTION 1: The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2: The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3: Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on January 14, 2025, hereby finds and declares:

- (a) **Advisability of the Proposed Authorized Improvements.** It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property within the District.
- (b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) acquisition, construction, and improvement of street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) acquisition, construction, and improvement of water, wastewater, and drainage improvements and facilities; (iii) establishment and improvement of parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (v) acquisition of real property or interests in real property in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement related to the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above (collectively, the "Authorized Improvements"). The Authorized Improvements shall promote the interest of the City and confer a special benefit upon the property within the District.
- (c) **Estimated Costs of the Authorized Improvements.** The current estimated total cost of the proposed Authorized Improvements is \$75,000,000.
- (d) **Boundaries of the District.** The District is proposed to include property owned by the Petitioner consisting of approximately 317.732 acres of property generally located south of Interstate Highway I-20, west of F.M. 1187, and north of E. Bankhead Highway, and within the extraterritorial jurisdiction of the City, as more particularly described by a metes and bounds described in **Exhibit A** attached hereto, and as more particularly depicted in **Exhibit B** attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

- (f) **Apportionment of Costs.** The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied in the District. No City property in the District shall be assessed. The Petitioner may fund certain improvements from other funds available to the Petitioner.
- (g) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) **Advisory Board.** The District shall be managed without the creation of an advisory body.

SECTION 4: The Beall-Dean Ranch Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5: The City Council hereby authorizes and directs the City Secretary, on or before January 21, 2025, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the District is located.

SECTION 6: Effective upon the date of the passage of this Resolution, the District shall be established.

SECTION 7: This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

PASSED AND ADOPTED on this the 14th day of January, 2025.

CITY OF WILLOW PARK, TEXAS

Doyle Moss
Mayor, City of Willow Park, Texas

ATTEST:

Antonette A. Fisher
Interim City Secretary, City of Willow Park, Texas

(CITY SEAL)

STATE OF TEXAS

§
§
§

COUNTY OF PARKER

This instrument was acknowledged before me on _____, 2025, Doyle Moss, Mayor of the City of Willow Park, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Exhibit "A"**Property Description**

Parts of the F.H. HAMMON SURVEY, Abstract No. 673, the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and the H.T. & B.R.R. CO. SURVEY NO. 5, Abstract No. 647 situated in Parker County, Texas; embracing all of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (2011). All 5/8" capped irons recovered called for in this description are marked "Brookes Baker Surveyors".

Beginning at the southwest corner of said 323-336/1000 acres tract, in Bankhead Highway, from which a 5/8" iron found bears north 00 degrees-20 minutes-08 seconds east 31-57/100 feet.

Thence north 00 degrees-20 minutes-08 seconds east, along a west line of said 323-336/1000 acres tract, to and along the east line of Blocks 3 and 4 of PRAIRIE RIDGE ADDITION, an Addition to Parker County, Texas according to the plat thereof recorded in Slide B-795 of the Plat Records of Parker County, Texas, 2636-23/100 feet to a 1" iron found for a re-entrant corner of said 323-336/1000 acres tract, and for the northeast corner of said Block 4.

Thence south 89 degrees-03 minutes-43 seconds west, along the north line of said Block 4, for a south line of said 323-336/1000 acres tract, 583-07/100 feet to the east line of Lot 2 Block 1 of PRAIRIE CREEK BUSINESS PARK, an Addition to Parker County, Texas according to the plat thereof recorded in Slide C-333 of the said Plat Records, for a southwest corner of said 323-336/1000 acres tract, from which a 1/2" iron found bears south 01 degree-40 minutes-07 seconds east 1-37/100 feet.

Thence north 01 degrees-25 minutes-41 seconds west, along the east line of said Lot 2, for a west line of said 323-336/1000 acres tract, 1322-67/100 feet to a 5/8" iron found for the northeast corner of said Lot 2, and for the southeast corner of the 1-010/1000 acres tract described in the deed to Twin Star Properties, LLC. recorded in Document No. 201704344 of the said Official Public Records.

Thence northwesterly, along the east line of said 1-010/1000 acres tract, for a west line of said 323-336/1000 acres tract, the following:

north 01 degrees-34 minutes-53 seconds west 216-25/100 feet to a 5/8" capped iron set;

north 01 degrees-09 minutes-20 seconds west 224-47/100 feet to a 1/2" capped iron found for the northeast corner of said 1-010/1000 acres tract, and for the northwest corner of said 323-336/1000 acres tract, in the south right-of-way of Interstate Highway No. I-20.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south

right-of-way of said Interstate Highway No. I-20, the following:

south 82 degrees-12 minutes-12 seconds east 48-05/100 feet to a ½" iron found;
 south 74 degrees-57 minutes-27 seconds east 302-95/100 feet to a ¾" iron found;
 south 82 degrees-38 minutes-35 seconds east 99-98/100 feet to a ¾" iron found;
 south 89 degrees-05 minutes-24 seconds east 301-78/100 feet to a concrete highway monument found;
 south 78 degrees-15 minutes-08 seconds east 401-38/100 feet to a concrete highway monument found;
 south 71 degrees-54 minutes-15 seconds east 295-68/100 feet to a ½" capped iron found marked RPLS 5084.

Thence south 12 degrees-11 minutes-37 seconds west 365-80/100 feet to a ½" capped iron found marked RPLS 5084.

Thence south 77 degrees-35 minutes-12 seconds east 211-26/100 feet to a 4" pipe fence corner post.

Thence north 15 degrees-42 minutes-30 seconds east 225-02/100 feet to a 4" pipe fence post.

Thence north 27 degrees-41 minutes-15 seconds east 137-58/100 feet to a ½" capped iron found marked RPLS 5084, in the north line of said 323-336/1000 acres tract.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south right-of-way of said Interstate Highway No. I-20, the following:

south 78 degrees-34 minutes-21 seconds east 49-77/100 feet to a concrete highway monument found;
 south 70 degrees-58 minutes-18 seconds east 458-94/100 feet to a concrete highway monument found at the beginning of a curve to the left having a radius of 2893-79/100 feet; along said curve to the left an arc length of 579-73/100 feet to a concrete highway monument found at its end. The long chord of said 579-73/100 feet arc is south 76 degrees-46 minutes-29 seconds east 578-76/100 feet;
 south 82 degrees-31 minutes-55 seconds east 623-94/100 feet to a 5/8" capped iron set for the most northerly northeast corner of said 323-336/1000 acres tract, at the beginning of a curve to the right having a radius of 121-00/100 feet.

Thence southeasterly, along the northeasterly line of said 323-336/1000 acres tract, along said curve to the right an arc length of 104-31/100 feet to a 5/8" capped iron set for the most easterly northeast corner of said 323-336/1000 acres tract, in the west right-of-way of Farm-to-Market Highway No. 1187. The long chord of said 104-31/100 feet arc is south 57 degrees-23 minutes-08 seconds east 101-11/100 feet.

Thence southeasterly and southwesterly, along the east line of said 323-336/1000 acres tract, and the west right-of-way of said Farm-to-Market Highway No. 1187, the following:

south 08 degrees-46 minutes-55 seconds east 324-26/100 feet to a 5/8" capped iron set;
 south 08 degrees-24 minutes-03 seconds east 2177-50/100 feet to a concrete highway monument found at the beginning of a curve to the right having a radius of 1859-86/100 feet;

along said curve to the right an arc length of 1193-70/100 feet to a corner from which a broken concrete highway monument found bears north 55 degrees-25 minutes-39 seconds east 0-41/100 of a foot. The long chord of said 1193-70/100 feet arc is south 10 degrees-02 minutes-00 seconds west 1173-31/100 feet;
north 61 degrees-24 minutes-06 seconds west 15-00/100 feet to a concrete highway monument found;
south 28 degrees-26 minutes-17 seconds west 695-87/100 feet to a corner from which a 4" pipe fence corner post bears north 46 degrees-30 minutes-49 seconds east 0-38/100 of a foot;
south 46 degrees-56 minutes-17 seconds west 89-98/100 feet to a 5/8" iron recovered;
south 49 degrees-06 minutes-54 seconds west 56-29/100 feet to the southeast corner of said 323-336/1000 acres tract, in said Bankhead Highway.

Thence southwesterly and northwesterly, along the south line of said 323-336/1000 acres tract, in said Bankhead Highway, the following:

south 84 degrees-24 minutes-35 seconds west 356-80/100 feet;
north 80 degrees-45 minutes-38 seconds west 131-78/100 feet;
north 58 degrees-48 minutes-33 seconds west 406-60/100 feet;
north 69 degrees-39 minutes-30 seconds west 312-20/100 feet;
north 73 degrees-44 minutes-04 seconds west 1450-58/100 feet to the place of beginning and containing 321-406/1000 acres, of which approximately 2-051/1000 acres lies within said F.H. HAMMON SURVEY, and approximately 300-327/1000 acres lies within said HEIRS OF FRANCISCO SANCHEZ SURVEY, and approximately 19-028/1000 acres lies within said H.T. & B.R.R. CO. SURVEY NO. 5, of said 321-406/1000 acres tract approximately 2-162/1000 acres lies within said Bankhead Highway.

SAVE AND EXCEPT THE FOLLOWING

Part of the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, situated in Parker County, Texas; embracing all of the 3-673/1000 acres tract described in the deed to TXU Electric Company recorded in volume 1889, page 1878 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

Commencing at the southwest corner of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III, recorded in volume 1441, page 424 of the said Official Public Records, in Bankhead Highway, and run, along the south line of said 323-336/1000 acres tract south 73 degrees-44 minutes-04 seconds east 1450-58/100 feet, the run south 69 degrees-39 minutes-30 seconds east 312-20/100 feet, the run south 58 degrees-48 minutes-33 seconds east 89-79/100 feet, the run north 31 degrees-11 minutes-27 seconds east 1375-16/100 feet to a 5/8" capped iron found for the most southerly and beginning corner of the tract being described.

Thence north 32 degrees-54 minutes-52 seconds west, along the southwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 1/2" capped iron found for the most westerly corner of said 3-673/1000 acres tract.

Thence north 57 degrees-05 minutes-09 seconds east, along the northwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most northerly corner

of said 3-673/1000 acres tract.

Thence south 32 degrees-54 minutes-52 seconds east, along the northeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most easterly corner of said 3-673/1000 acres tract.

Thence south 57 degrees-05 minutes-08 seconds west, along the southeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to the place of beginning and containing 3-673/1000 acres.

EXHIBIT B
PROPERTY DEPICTION



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 14, 2025	Department: Legislative	Presented By: Toni Fisher, ACM/Interim City Secretary
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AGENDA ITEM:

Discussion/Action: to adopt an ordinance to Order the May 3, 2025 General Election.

BACKGROUND:

Per state law (Section 3.004 of the Texas Election Code) the city is required to order the general election of the political subdivision. This year the city will order the general election for Mayor, and City Council Places 1 and 2. The 2025 General Election will be held May 3, 2025.

Candidate packets are available on the city’s website.

STAFF RECOMMENDATION:

EXHIBITS:

- Proposed Ordinance No. 915-25

REQUIRED MOTION:

MOTION TO ADOPT AN ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 3, 2025 FOR THE PURPOSE OF ELECTING CERTAIN MUNICIPAL OFFICERS FOR THE CITY OF WILLOW PARK, SPECIFICALLY MAYOR AND CITY COUNCILMEMBERS FOR PLACE NO. 1 AND PLACE NO. 2; 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.

**CITY OF WILLOWPARK
ORDINANCE NO. 915-25**

AN ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 3, 2025 FOR THE PURPOSE OF ELECTING CERTAIN MUNICIPAL OFFICERS FOR THE CITY OF WILLOW PARK, SPECIFICALLY MAYOR AND CITY COUNCIL MEMBERS FOR PLACE NO. 1 AND PLACE NO. 2; 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 3, 2025 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 3, 2025.

SECTION 3. PURPOSE OF ELECTION

The purpose of the election is to provide for the general election of city officers, specifically: the Mayor, Councilmember Place No. 1, and Councilmember Place No. 2. The term for the Mayor, Councilmember Place No. 1 and Councilmember Place No. 2 are for a term of two years, ending May 2027.

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 22, 2025 and shall continue Monday through Friday from 8:00 a.m. until 5:00 p.m. April 23, 2025 to April 29, 2025; and from 7:00 am until 7:00 pm on April 22 & 28, 2025; 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 22, 2025.

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 any and all actions necessary to comply with the provisions of the TEX. ELECTION CODE in carrying out and conducting the election whether or not 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 March 4, 2025 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 14th day of January 2025.

Doyle Moss, Mayor

ATTEST:

Antonette A. Fisher, Interim City Secretary

The Willow Park City Council is acting on **Ordinance No. 915-25**, did on the 14th day of January 2025 vote as follows:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 14, 2025	Department: Legislative	Presented By: Toni Fisher, ACM/Int. City Sec.
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AGENDA ITEM:

Discussion/Action: to approve a contract with Parker County for 2025 General Election Services.

BACKGROUND:

The city has a contract with Parker County for its elections. This contract must be approved and submitted by April 8, 2025. The cost will be provided at a later date as Parker County will need to access how many associate election judges will be needed along with voting clerks. If the city is unable to cancel the election, Willow Park City Hall will be a polling location on Election Day at an additional cost.

STAFF & BOARD RECOMMENDATION:

Approve the contract with Parker County for the 2025 General Election services.

EXHIBITS:

- Parker County contract, cover letter, and timeline

RECOMMENDED MOTION:

Motion to approve the contract with Parker County for 2025 General Election Services.

Jenise "Crickett" Miller
 ELECTIONS ADMINISTRATOR
 Parker County, TX
 1112 Santa Fe Drive, Weatherford, 76086
 PO BOX 639, Weatherford, 76086
 817-598-6185



December 13, 2024

Thank you for considering contracting with Parker County to conduct your election on **MAY 3, 2025**. 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. There are two different polling sites on the list; Brock and Weatherford for both early vote and election day. Commissioners Court has decided to move the election office to 801 Santa Fe Dr and we are in the process of a remodeling. We hope to have it finished in time to hold the May election there. That being said, things do happen or not happen and we may not make the deadline. I have the early voting site listed with the hope that we will be in the new building, but be aware that we may have to change this location. The Brock location has not been approved by the Commissioners Court. I will present the change to the Court to approve in January. We have tentatively set early voting for the Masonic Lodge in Brock. I do not see a reason that the court will not agree to this change. As soon as it is finalized, I will notify everyone.

Early voting begins on April 22, due to April 21 being San Jacinto Holiday. The County will be open, but the State is closed that day.

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 **APRIL 3, 2025 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 **APRIL 8, 2025**.

Requests for Special Polling locations and hours must be made by **FEBRAURY 3, 2024**, 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 in charge of the total cost of the polling location(s) requested. Please review new HB 1888 Law when requesting your special days and hours.

Canvass paperwork will be ready by 2 pm on **MAY 12, 2025**; 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
- 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

**WALNUT CREEK UTILITIES DISTRICT
CRESSON CROSSROADS MUD #2**

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 3, 2025** 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 3, 2025**.

The county owns an electronic voting system, the HART InterCivic Verity DUO Voting System (Version 2.3.1), 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.

The Elections Administrator shall prepare a submission, on behalf of all participating authorities, to the United States Department of Justice for preclearance of the joint election procedures and polling locations, pursuant to the Voting rights Act of 1965, as amended. The Elections Administrator will provide to each participating authority a photocopy of the joint submission and correspondence from the Department of Justice. (If Required)

The joint submission prepared by the Elections Administrator will NOT include submissions of information for any special elections held by the participating authorities. Participating authorities are hereby notified and encouraged to prepare their own submissions to the United States Department of Justice for special election procedure, or any changes that are specific to their own political subdivision.

By signing this agreement each participating authority certifies that it has no unresolved preclearance or voting rights issues known to it that would preclude or delay approval by the Department of Justice for the joint election.

The Elections Administrator will file an amended submission to the United States Department of Justice in the event that any polling location is changed after the original submission is filed, including changes resulting from the withdrawal of one or more participating authorities pursuant to Section XII of this contract.

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 VOITNG 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 3, 2025** 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 17, 2025** 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 3, 2025**. 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 2010 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 form the Elections Administrator notifying him 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 VOITNG 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 poling 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 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 3, 2025**. 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:	Debbie Braudaway
Assistant Tabulation Supervisor:	Stacey Bryan
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.parkercountytx.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 manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.



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 3, 2025** 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 **JUNE 7, 2025**, 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.

XII: 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 3, 2025** election by **APRIL 3, 2025**.
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 and 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 unenforceable 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 3, 2025** election (or run-off election, if applicable), and the authority shall pay to the Elections Administrator the balance due within 30 days after the 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 in Exhibit B. Deposit is due by **APRIL 8, 2025.**



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 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: _____



CITY OF WILLOW PARK

TITLE: _____

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 UTILITIES DISTRICT

TITLE: _____

PARKER COUNTY HOSPITAL DISTRICT

TITLE: _____

CRESSON CROSSROADS MUD #2

TITLE: _____

- 2. It has on the **13** day of **December, 2024** 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 21, 2025 (<i>lunes 21 de abril de 2025</i>)	CLOSED - HOLIDAY
Tuesday, April 22, 2025 (<i>Martes 22 de abril de 2025</i>)	7:00AM-7:00PM
Wednesday, April 23, 2025 (<i>Miercols 23 de abril de 2025</i>)	8:00AM-5:00PM
Thursday, April 24, 2025 (<i>Jueves 24 de abril e de 2025</i>)	8:00AM-5:00PM
Friday, April 25, 2025 (<i>Viernes 25 de abril de 2025</i>)	8:00AM-5:00PM
Monday, April 28, 2025 (<i>Lunes 28 de abril de 2025</i>)	7:00AM-7:00PM
Tuesday, April 29, 2025 (<i>Martes 29 de abril de 2025</i>)	8:00AM-5:00PM

ELECTION DAY SITES MAY 3, 2025 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
First Baptist Church – Brock	2111 FM RD 1189, 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	



EXHIBIT B: COST ESTIMATE FOR ELECTION

May 3, 2025 GENERAL ELECTION Registered Voters

	ESTIMATE
PROGRAMMING	\$1,500.00
SHIPPING	\$10.00
SHIPPING OF V DRIVES TO HART	\$5.00
TEST BALLOTS	\$10.00
COPIES FOR BOND TO POLL SITES	
EARLY VOTING SUPPLIES	\$15.00
ELECTION DAY SUPPLIES	\$15.00
Additional Election Kits for Extra Voting Locations	
ELECTION WORKER TRAINING	
EARLY VOTING PAYROLL	\$500.00
Additional EV Locations	
Additional ED Location	
ELECTION DAY PAYROLL (ED and Helpers)	\$300.00
CENTRAL COUNT/BALLOT BOARD/LA Test	\$50.00
Additional EV locations	\$0.00
EARLY VOTING BY MAIL (based upon how many voters request ballot by mail)	\$5.00
EARLY VOTING BY MAIL (Office Payroll Help)	
BALLOT PAPER (based on how many voters actually vote)	\$5.00
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	\$25.00
VERIZON MIFI (TOTAL DIVIDED BY # ENTITIES INVOLVED (\$1709.55))	\$115.00
LAT NOTICE	\$15.00
NOTICE OF ELECTION WEATHERFORD DEMOCRAT	\$80.00
TOTAL	\$2,675.00
10% ADMINISTRATIVE	\$267.50
EQUIPMENT RENTAL - \$1,000 per entity flat fee	\$1,000.00
TOTAL DUE	\$3,942.50
DOWN PAYMENT (75% of Total Due)	\$2,956.88
TOTAL PAYMENT DUE	\$2,956.88



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 1-14-25	Department: Marketing and Communications	Presented By: Communications Director
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AGENDA ITEM: Discussion/Approval: filming guidelines for application to become Texas Film Friendly Certified

BACKGROUND: As part of the City of Willow Park’s application to become a Certified Film-Friendly City with the Texas Film Commission, we are required to put filming and permitting guidelines in place. The attached guidelines are based on the template put forth by the state, staff is seeking council’s approval of the documents to move forward with the application.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Guidelines and permit application for commercial filming within the City of Willow Park

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	NA
	Source of Funding	NA

Guidelines for Filming in **Willow Park**, TX

- I. Purpose
- II. City Control/City Authority
- III. Permit Requirements and Fees
- IV. Application Fee
- V. Use of City Equipment and Personnel
- VI. Use of City-Owned Real Estate
- VII. Vehicles and Equipment
- VIII. Hours of Filming
- IX. Notification of Neighbors
- X. Certificate of Insurance
- XI. Damage to Public or Private Property XII. Hold Harmless Agreement

Guidelines for Filming in Willow Park, Texas

I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within **Willow Park** and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of **Willow Park**, Texas residents and businesses, and to promote the public health, safety and welfare. The Communications Director reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the Communications Director.

These Guidelines cover requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films. Commercial entities wishing to film on private property within the city shall follow the permit process with the City and also make arrangements with the private property owners.

II. CITY CONTROL/COMMUNICATIONS DIRECTOR AUTHORITY

The Communications Director, in consultation with the City Manager and Chief of Police, may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the Communications Director may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the City of **Willow Park** shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the Communications Director.

III. PERMIT REQUIREMENTS

Before filing an application for filming in **Willow Park**, the Director of Communications must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Willow Park.

Any commercial producer who desires to undertake a commercial production in **Willow Park** is required to complete and return the attached application for filming to the Director of Communications, within the time frames below:

- **Commercials or episodic television:** a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

IV. APPLICATION FEE

An application processing fee of \$25.00 should accompany each application for filming in **Willow Park**.

The Communications Director may waive this fee upon proof of an organization’s non-profit status or for any other reason deemed appropriate by the Communications Director.

V. USE OF CITY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the Communications Director. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The Communications Director may, at his/her discretion, require an advance deposit for all costs related City personnel and/or the use of City equipment.

The Communications Director, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant.

Off-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

VI. USE OF CITY-OWNED REAL ESTATE

The Communications Director may authorize the use of any street, right-of-way, park or public building, use of **Willow Park**, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in motion picture production. In conjunction with these uses, the Communications Director may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the Communications Director.

The Applicant shall reimburse the City for inconveniences when using public property. Following is the rate schedule:

Activity:	Cost per calendar day:
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$1000
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$500
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$100
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$50
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$100

The Applicant acknowledges and agrees that the City of **Willow Park**, Texas, possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

In order to leave the City-owned property in as good condition as when received, the Applicant is responsible for and must provide professional cleaning and/or sanitation services upon completion of work, if the City requests such cleaning and/or sanitation services at any time. Upon such a request by the City, the Applicant must obtain approval from the City of the Applicant's arrangements for cleaning and/or sanitation services (which will not be unreasonably withheld). The City may require such approval before use of the City-owned property for Production Activity begins.

VII. VEHICLES AND EQUIPMENT

The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the Communications Director. On-street parking or use of public parking lots is subject to City approval.

The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the Communications Director.

VIII. HOURS OF FILMING

Unless express written permission has been obtained from the Communications Director in advance, and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 9:00 p.m.

Saturday, Sunday and holidays: 8:00 a.m. to 8:00 p.m.

IX. NOTIFICATION OF NEIGHBORS

The Applicant shall provide a short, written description, approved by the Communications Director, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the Communications Director, the Communications Director may grant or deny the filming application.

X. CERTIFICATE OF INSURANCE

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of **Willow Park** and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$1,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

XI. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XII. HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

*I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of **Willow Park**, Texas, and that I and my firm will indemnify and hold harmless the City of **Willow Park**, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.*

*I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of **Willow Park**, Texas on behalf of the firm.*

_____ Date: _____

Signature

Printed Name

Title

THE CITY OF WILLOW PARK, TX

Application for Commercial Filming

Title of Project: _____

Type of Production: _____

(feature film, television series, commercial, music video, virtual reality, etc.)

Proposed Filming Locations (attach additional pages if necessary):

Date(s) of Prep, Filming & Wrap:

Primary Contact Name: _____

Cell Phone Number: _____

Email: _____

Location Manager (if different from Primary Contact) Name: _____

Cell Phone Number: _____

Email: _____

Name of Production Company: _____

Address: _____

City/State/Zip: _____

Web Site: _____

Has this production already been in contact with the Texas Film Commission? _____ If yes, who is your contact at the Texas Film Commission? _____

Or

Has this production already completed the Texas Film Commission’s Texas Production Registration Form? _____

PRODUCTION (Attach additional sheets if necessary.)

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial or drone photography, amplified sound or use of animals: (give dates and times, hours should include prep, holding of sets, wrap and rain dates, if potentially needed)

2. Approximate number of persons involved with the production, including cast and crew:

3. Anticipated need of City or County personnel, equipment or property:

4. Public areas in which public access will be restricted during production OR location of filming on private property;

5. Describe alterations to public property:

6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:

7. Location where crew will be fed, if not at filming location:

8. Location where extras will be held, if not at filming location:

9. Please attach map of anticipated street closure(s) or other public area use.

Applicant (production company representative):

_____ Date: _____

Signature

Printed Name & Title

Application approved by **Willow Park** representative:

_____ Date: _____

*The “Guidelines for Filming in **Willow Park**, Texas” apply to all motion picture production in **Willow Park**.*

The Office of the Communications Director may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 14, 2025	Department: Administration	Presented By: Mayor Doyle Moss
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AGENDA ITEM:

Consideration/Action: to appoint 2025 Board of Adjustment Members for Place No. 1, 3, 5, and Alternate.

BACKGROUND:

The following Board of Adjustment Members and Alternate are recommended for appointment:

- Place 1 - Michael Chandler
- Place 3 - Cindi Neverdousky
- Place 5 - Scott Smith
- Alternate - Mike Barron

RECOMMENDED MOTION:

Appoint 2025 Board of Adjustment Members and Alternate, as presented.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 14, 2025	Department: Administration	Presented By: Mayor Doyle Moss
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AGENDA ITEM:

Consideration/Action: to appoint 2025 Planning & Zoning Commissioners for Place No. 1, 3, 5, and Alternate.

BACKGROUND:

The following Planning & Zoning Commissioners are recommended for appointment:

- Place 1 - Rodney Wilkins
- Place 3 - Zachary (Zac) Walker
- Place 5 – Jared Fowler
- Alternate - Ever Gomez

RECOMMENDED MOTION:

Appoint 2025 Planning & Zoning Commissioners and Alternate, as stated.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 14, 2025	Department: Administration	Presented By: Mayor Doyle Moss
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AGENDA ITEM:

Consideration/Action: to appoint 2025 Parks Board Members for Place No. 1, 3, 5, and Alternates.

BACKGROUND:

The following Parks Board members are recommended for appointment:

- Place 1 - Lea Young, Ex-Officio
- Place 3 - Barry Noggle
- Place 5 - JD DeLaFuente
- Alternate - Jerry Vierling
- Alternate - Shayla DeLaFuente

RECOMMENDED MOTION:

Appoint 2025 Parks Board Members and Alternates, as presented.