



CITY COUNCIL MEETING JUNE 9, 2026 AGENDA

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

Tuesday, June 09, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE: Mark Winkler Executive Pastor with Trinity Bible Church will give Invocation.

1. **Mayor Comments:** 1) Bible Verse 2) Business Recognition

PUBLIC COMMENTS (Limited to five minutes per person)

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

CONSENT AGENDA

All items listed below are considered routine or "housekeeping" by the City Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member requests, in which event the item will be removed from the general order of business and considered in its normal sequence. Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendation.

2. **Approval of Regular City Council Meeting Minutes:** May 12, 2026

- 3. Discussion/Action: Authorize Consultants HUB International to seek competitive proposals for Employee Health/Dental/Vision/Life and Short-Term Disability for the new fiscal year.**

REGULAR AGENDA ITEMS

- 4. Discussion: Presentation from Jessica Brown of Freese & Nichols regarding Parker County Public Utility Agency. (Interim City Manager Toni Fisher)**
- 5. Discussion: Presentation regarding Contract with Waste Management dba Republic Services LLC (Interim City Managers Toni Fisher & Michelle Guelker)**
- 6. Discussion/Action: to consider approval of Resolution 2026-27 regarding Title VI Non-Discrimination Plan (City Engineer Gretchen Vasquez; Interim City Manager Toni Fisher)**
- 7. Discussion/Action: to approve Budget Calendar for FY 2026-2027 Annual Budget. (Interim City Manager Michelle Guelker)**
- 8. Discussion/Action: to approve Public Works Department's surplus items for auction. (Public Works Director Chase McBride; Interim City Manager Michelle Guelker)**
- 9. Discussion/Action: to approve the donation of a Willow Park Police Department patrol car to Aledo Independent School District Police Department. (Interim Police Chief Quincy Hamilton; Interim City Manager Toni Fisher)**
- 10. Discussion/Action: to approve software contract with GovWell Technologies, Inc. (City Planner Chelsea Kirkland; Interim City Manager Toni Fisher)**
- 11. Discussion/Action: to approve City Staff to responsibly update City Ordinances as deemed necessary. (Councilmember Buddy Wright; Interim City Manager Toni Fisher)**
- 12. Discussion/Action: regarding Data Centers and Flock Cameras. (Councilmember Scott Smith, Councilmember Eric Contreras)**
- 13. Discussion/Action: for potential park dedication to Lea Young. (Councilmember Scott Smith, Councilmember Buddy Wright)**
- 14. Discussion/Action: to approve an Interlocal agreement and addendum with Parker County for Street repairs and improvements in Precinct Four. (Mayor Teresa Palmer)**
- 15. Discussion/Action: regarding City Employee Compensation Plan. (Mayor Teresa Palmer; Interim City Manager Toni Fisher)**
- 16. Update from the City Attorney and consider approval of Ordinance calling for a Special Election for November 3, 2026, for the purpose of consideration of approval of a Home Rule Charter. (City Attorney Andy Messer and Mayor Teresa Palmer)**

EXECUTIVE SESSION

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

- 17. Section 551.071, Consultation with City Attorney; City of Aledo, Texas and City of Fort Worth, Texas v. City of Willow Park, Texas, cause number: CV26-0175 in Parker County District Court, 43rd District**
- 18. Section 551.071, Consultation with Attorney; City of Willow Park v. Halff & Associates**
- 19. Section 551.071, Consultation with City Attorney, Section 551.087, Economic Development negotiations with BPO Real Estate, LLC.**
- 20. Section 551.071, Consultation with City Attorney, Section 551.074, Personnel Matters; Negotiations of employment contract for City Manager Toni Fisher.**
- 21. Section 551.071 Consultation with Attorney and Section 551.074 Personnel Matters; Deliberate the appointment, employment, and evaluation of a public officer or employee: Interim City Manager Michelle Guelker.**

RECONVENE INTO OPEN SESSION

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

INFORMATIONAL COMMENTS

- 22. City Manager Comments**
- 23. City Council/Mayor Comments: Response/Reaction to meeting**
Councilmember Scott Smith: details for "Coffee with Council", starting June 5, 2026.
- 24. Items of Community Interest - reminder of Willow Spark Event on July 4, 2026 in the District.**
- 25. Future Agenda Items requested by Mayor, City Council or City Staff**

ADJOURN

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

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or

receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times and was posted on the city website, and said Notice was posted on the following date and time: June 3, 2026, at/by 6:00 p.m. and remained so posted continuously for at least three (3) business days before said meeting is to convene.

Deana McMullen
City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at dmcmullen@willowpark.org. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at <http://www.willowparktx.gov/>



CITY COUNCIL MEETING MAY 12, 2026 MINUTES

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

Tuesday, May 12, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer opened the Regular meeting of the Willow Park City Council at 6:00 pm and determined a quorum was present for this meeting.

PRESENT

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

STAFF PRESENT:

Interim City Manager Toni Fisher

City Secretary Deana McMullen

City Attorney Andy Messer

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE; Pastor Ted Kitchens with Christ Chapel Church will be in attendance for the Invocation.

Pastor Ted Kitchens of Christ Chapel Church was present and gave the Invocation and led the Pledge of Allegiance and the Texas Pledge given by all present.

1. Mayor Comments: 1) Bible Verse 2) Business Recognition

Mayor Teresa Palmer quoted Bible Verse: 6:24-26 Lord Bless & Keep you and give you peace.

Mayor Palmer also recognized the following businesses in Willow Park: New Business Toastique - 270 Willow Bend Dr. Existing Business: Christ Chapel West has been in our City since 2014.

PUBLIC COMMENTS (Limited to five minutes per person)

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

Those Present to Give Comments were:

Hunter Reynolds

Zach Doty

Gene Martin

Houston Wingard

CONSENT AGENDA

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

2. Approval of Regular City Council Meeting Minutes: April 29, 2026

Motion was made to approve the Consent Agenda as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.

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

REGULAR AGENDA ITEMS

3. Discussion/Action to approve 2nd Quarter Financial Report (CPA, Jake Weber, Interim City Manager Michelle Guelker)

CPA Jake Weber was present to give a 2nd Quarter Financial Report to Council. He stated that General Fund has started off strong with a \$1.2m surplus. Sales tax is trending on point where we should be. It is up by \$103,000 which is helping with the reserves. Court is down about 20% Expenditures are at 46% and are on track. Water and Wastewater revenue is down a small amount, but typically will come in above once summer water usage starts. There is money in the water/wastewater impact fees, however this money is restricted but could be used for water line upgrades.

Legal Fees-Lawsuit(s) are up but have come back on track. To date the Halff lawsuit is around \$700,000 expended so far.

We are currently on Budget and have Good reserves. We are trending on budget where we should be.

4. Canvass of the Votes from May 2, 2026 General Election and approve Resolution No. 2026-24 declaring the results of the General Election held on May 2, 2026. (City Secretary Deana McMullen)

City Secretary Deana McMullen read aloud the results from the May 2, 2026 General Election for City Council Place 3, City Council Place 4 and City Council Place 5 and stated that Council needs to approve Resolution 2026-24 declaring the results of the General Election held on May 2, 2026 to complete the canvass of votes.

Motion was made to approve Resolution 2026-24 declaring the results of the General Election held on May 2, 2026 completing the canvassing of votes.

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

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

5. Administer the Oath of Office to Newly Elected Officials

Parker County Judge Pat Deen administered the Oath of Office to the newly elected officials at the request of City Council Place 3 Buddy Wright, City Council Place 4 Scott Smith and City Council Place 5 Nathan Crummel.

6. Discussion/Action: Appointment of Mayor Pro Tem

Motion was made to appoint Nathan Crummel as the Mayor Pro Tem for a one (1) year term ending in May 2027.

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

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

7. Discuss and authorize increasing the scope of updating the 2014 Willow Park Comprehensive Plan to require public hearings and receive a status update on all capital improvement plans. (Mayor Teresa Palmer)

Derek Turner with Jacob & Martin was present to discuss the updating of the 2014 CIP with the City Council. Mr. Turner stated that they are currently working on the update and still in the process of collecting data for the Comp Plan. He stated that there will be a minimum of four (4) workshops with staff that will cover water/sewer, drainage system, and streets. They will then compile all of that data and bring back to staff and will meet requirements for Public Hearings. We will have an update on the Comp Plan in June. The CIP for the streets will include a survey of every street. Discussions will be held with staff as to where the main problems are and we will evaluate the conditions and

cost, then set priorities will be identified. Enigneers will scan the streets, topographical to look at the base. asphalt, etc. It is a very technical process and will produce a very extensive document.

There was no action on this item by Council.

- 8. Discussion/Action: Consider Approval of Resolution approving the TxDOT Advance Funding Agreement (AFA) funding sidewalks and bicycle lanes on Meadow Place Drive and Kings Gate Drive Project.** (*Parks Director Mandy McCarley, City Engineer Gretchen Vazquez*)

Motion was made to approve Resolution 2026-25 approving the TxDot Advanced Funding Agreement (AFA) for sidewalks and bicycle lanes for Meadow Place Drive and Kings Gate Drive Project as presented with corrections requested by TxDOT.

Motion made by Councilmember Gilliland, Seconded by Councilmember Wright.

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

- 9. Discussion /Action: Discuss specific road improvements and authorize staff to coordinate renewal of the Interlocal Agreement and an Addendum with Parker County for road improvements in Precinct Four authorizing funding from general fund reserves.** (*Mayor Teresa Palmer*)

Mr. Houston Wiingard had a short presentation regarding needed street repairs asking why we can not approve work/road repairs for the bad streets and use funding that is already available without going into debt. There were 13 roads done with a Tax Note. We could fix Laguna Vista/El Chico with Asphalt Chip/overlay with hot mix. 16 roads that need repairs could be done for \$1.4m cost. There is currently \$3.9m in reserves. This could be used to make the necessary road repairs.

He requested the Council approve to renew the contract with Parker County for the Road repairs and use the reserves for the payment without having to go in debt.

CPA Jake Weber stated that the City cannot spend that much money out of reserves. It would be very unwise to do this.

We should plan together to do the Squaw Creek project and the Road repairs are part of the CIP that we are currently working on.

There was no action taken on this item.

- 10. Discussion/Action: consider approval of Resolution approving a Grant for the upsizing of water lines on West Oak** (*City Engineer Gretchen Vazquez, Public Works Director Chase McBride*)

Motion was made to approve Resolution 2026-26 approving a grant for the upsizing of water lines on West Oak St.

Public Works Director Chase McBride and City Engineer Gretchen Vazquez presented information to the City Council regarding a Grant for upsizing the water lines on West Oak Street. During the 89th Texas legislative Session appropriated a one-time \$1.038 billion in general revenue to the Texas Water Development Board for water supply and infrastructure projects and grants. Funding under the one-time grant opportunity will be a 100 percent grant assistance. It is limited to water supply and infrastructure projects only. It must address water loss, resolve TECQ violations and/or provide for additional water supply. Staff is recommending the grant be used for the West Oak Neighborhood. They are severely underserved with only 4 fire hydrants and small service lines in the area. The water lines will be upgraded to 8 inch water lines and there will be several more fire hydrants added to the area. The annual median household income in this area is \$76k - \$78k making this the perfect area and the cost will be covered 100% so taxpayers will not have to pay for any of the repairs.

Motion was made to approve Resolution 2026-26 approving the Grant for the upsizing of the water lines on West Oak as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

11. Receive a Status Report on the Crown Road reconstruction required following installation of a sewer line by the City of Hudson Oaks *(Mayor Teresa Palmer)*

Mayor Palmer stated that she has spoken with the Mayor and City Manager of Hudson Oaks and they have stated that the project on Crown Road should be done by mid-September. It will have new asphalt on it where the repairs have been made with full restoration of the street.

No Action was taken on this item at this time.

12. Discussion/Action: to authorize a salary study for Police Department Personnel *(Mayor Teresa Palmer)*

Mayor Palmer had discussion with the City Council regarding a possible salary survey for the Police Department. She stated that our department salaries were way below those in other surrounding communities. She stated that she would like for the Police Officers to receive a \$10k raise to get them up to competitive salaries in the area. Commander Quincy Hamilton presented a salary survey that had been done about a year ago. It shows deficiencies in pay rates for all ranks of the Police department. Council asked for the City Manager(s) to work with the Police Department and get a revised copy of the salary survey and start the process of seeing what we are able to do. This would need to be a part of the Budgeting process which will be starting up soon.

Motion was made to authorize Commander Hamilton to take another look and get new numbers on a salary survey for the police departments in our area.

Motion made by Councilmember Smith, Seconded by Councilmember Contreras.

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

13. Discuss/Action to bring back the Squaw Creek Project. *(Councilmember Eric Contreras)*

Councilmember Eric Contreras brought up a discussion on what it would take to bring back the Squaw Creek Road project. He stated that we need to explore if we can do a different CO bond or would we need to do it as a Tax Note or a GO Bond that would go to the voters with maybe additional street repairs as part of that project.

Motion was made to to instruct staff to look at all financial options to bring back the Squaw Creek project and additional streets that need to be repaired.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

14. Discussion/Action: Home Rule Charter Update and authorize the next steps in the process for Home Rule Charter Election *(Mayor Teresa Palmer)*

Mayor Palmer asked what the next steps would be in the process of putting the Home Rule Charter on the November Ballot for citizens to vote on it.

City Attorney Andy Messer stated that he has not looked into the questions brought up by Councilmembers regarding some potential legal issues due to being tied up with the existing law suit. He stated he would work on this and bring back to council at a later date. He also noted that August 17th is the deadline to call for an election to put this on a November ballot.

No action was taken on this item.

15. Discussion Only: Consider applying for a reimbursement Federal Funding Grant for Willow Park Police Officers to become ICE Certified. *(Councilmember Chawn Gilliland)*

Councilmember Chawn Gilliland asked for this item be tabled until the next regular meeting on June 9, 2026. No formal action was taken on this item.

EXECUTIVE SESSION

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

Mayor Teresa Palmer adjourned the regular meeting into Executive Session at 7:32 pm to discuss the items listed on the Agenda. Those present in the Executive Session were:

Mayor Teresa Palmer, Mayor Pro Tem Nathan Crummel, Councilmember Eric Contreras, Councilmember Chawn Gilliland, Councilmember Buddy Wright, Councilmember Scott Smith, City Attorney Andy Messer and Interim City Manager Toni Fisher.

- 16. Section 551.071, Consultation with City Attorney; City of Aledo, Texas and City of Fort Worth, Texas v. City of Willow Park, Texas, cause number: CV26-0175 in Parker County District Court, 43rd District**
- 17. Section 551.071, Consultation with Attorney; City of Willow Park v. Halff & Associates**
- 18. Section 551.074; Personnel, Police Chief position**
- 19. Section 551.074; Personnel, regarding selection of City Manager**
- 20. Consultation with Legal Counsel (Texas Government Code Section 551.071) regarding potential claims, legal duties, and exposure relating to governance and compliance concerns involving use of city resources, handling of city intellectual property/logos, Texas Public Information Act compliance, participation of non-official persons in closed meetings, protection of attorney-client privileged communications, and the scope of executive authority under applicable Texas law.**

RECONVENE INTO OPEN SESSION

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

Mayor Teresa Palmer reconvened the regular City Council meeting at 9:18 pm and asked if there is any action on any item discussed in Executive Session.

Motion was made for City Council to negotiate an employment contract with Toni Fisher for City Manager.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

Motion was also made by Councilmember Eric Contreras, seconded by Mayor Pro Tem Nathan Crummel to appoint Commander Quincy Hamilton as Interim Police Chief and Officer Bryan Goode as the Interim Assistant Chief.

Motion carried with all voting in favor of the motion and none opposed.

INFORMATIONAL COMMENTS

21. City Manager Comments

Interim City Manager Toni Fisher thanked Mr. Houston Wingard for the information on the Street Repairs and said that this is exactly what the staff has been in the process of doing. Updating the CIP - 5 year plan for future Street Repairs.

22. City Council/Mayor Comments: Response/Reaction to meeting

Councilmember Eric Contreras thanked everyone who came out to vote in the May 2, 2026 General Election.

Mayor Palmer reminded everyone that the regular meeting for Tuesday, May 26, 2026 has been cancelled. The next regular meeting will be on Tuesday, June 9, 2026 at 6:00 pm

23. Items of Community Interest: Willow Spark event for July 4th more details to come

Willow Spark event for July 4th - Face Painting, Live Music, Family Fun, Drone Show at the District of Willow Park 6-9:15 pm

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

There were no future agenda items requested at this time.

ADJOURN

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

Motion was made to adjourn the regular meeting of Willow Park City Council at 9:22 pm.

Motion made by Councilmember Wright, Seconded by Councilmember Smith.

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

THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor

Date

City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: June 9, 2026	Department: Administration	Presented By: Toni Fisher Interim City Manager
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AGENDA ITEM

Discussion/Action: Authorize Consultants HUB International to seek competitive proposals for Employee Health/Dental/Vision/Life and Short-Term Disability Benefits for the new fiscal year.

BACKGROUND:

On June 27, 2023, the City Council approved a Consulting Services Agreement with HUB International to provide professional insurance consulting services to the City by developing proposal specifications to solicit sealed proposals for the City Employee Benefit Program; solicit proposals for the City Employee Benefit Program; and analyzing proposals received for the City Employee Benefit Program.

The term of the contract was for one (1) year and continuing in force until the first Anniversary of the effective date and auto renewing for successive one (1) year terms until terminated by either party.

It is time to solicit for bids for the City Employee Benefit Program in order to prepare for the upcoming FY 2026-2027 Budget.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends: Authorize Consultants with HUB International to seek competitive proposals for Employee health/dental/vision/life and short-term disability benefits for the new fiscal year.

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: June 9, 2026	Department: Admin	Presented By: Michelle Guelker
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AGENDA ITEM

Presentation by representatives from Freese and Nichols regarding the Parker County Water Supply Initiative.

BACKGROUND:

Back in February, Jessica Brown with Freese and Nichols gave a presentation to council regarding the Parker County Public Utility Agency initiative.

Jessica Brown is back to provide an update including next steps in the development of the PUA and answer any questions council may have about the initiative.

This presentation is informational only and to allow council to ask questions.

STAFF/BOARD/COMMISSION RECOMMENDATION:

No motion is needed currently. This topic is informational only.

EXHIBITS:

Freese and Nichols presentation.



Parker County Public Utility Agency & Water Supply Initiative

June 9, 2026

Willow Park

Today's Agenda



- Drivers for Parker County Water Supply Study



- Overview of Parker County Water Supply Initiative



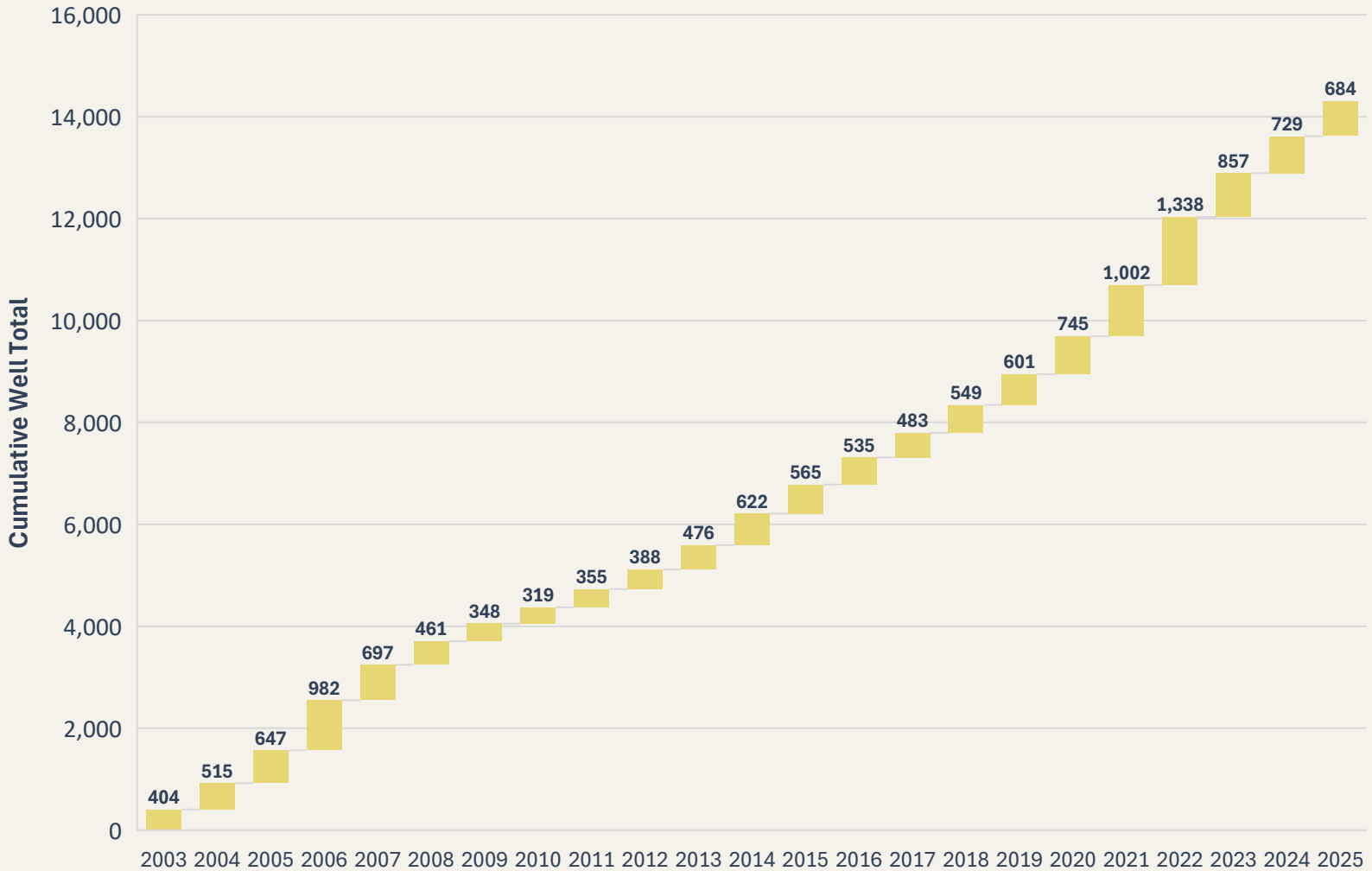
- Parker County Public Utility Agency Development



- Next Steps

Parker County Groundwater Wells

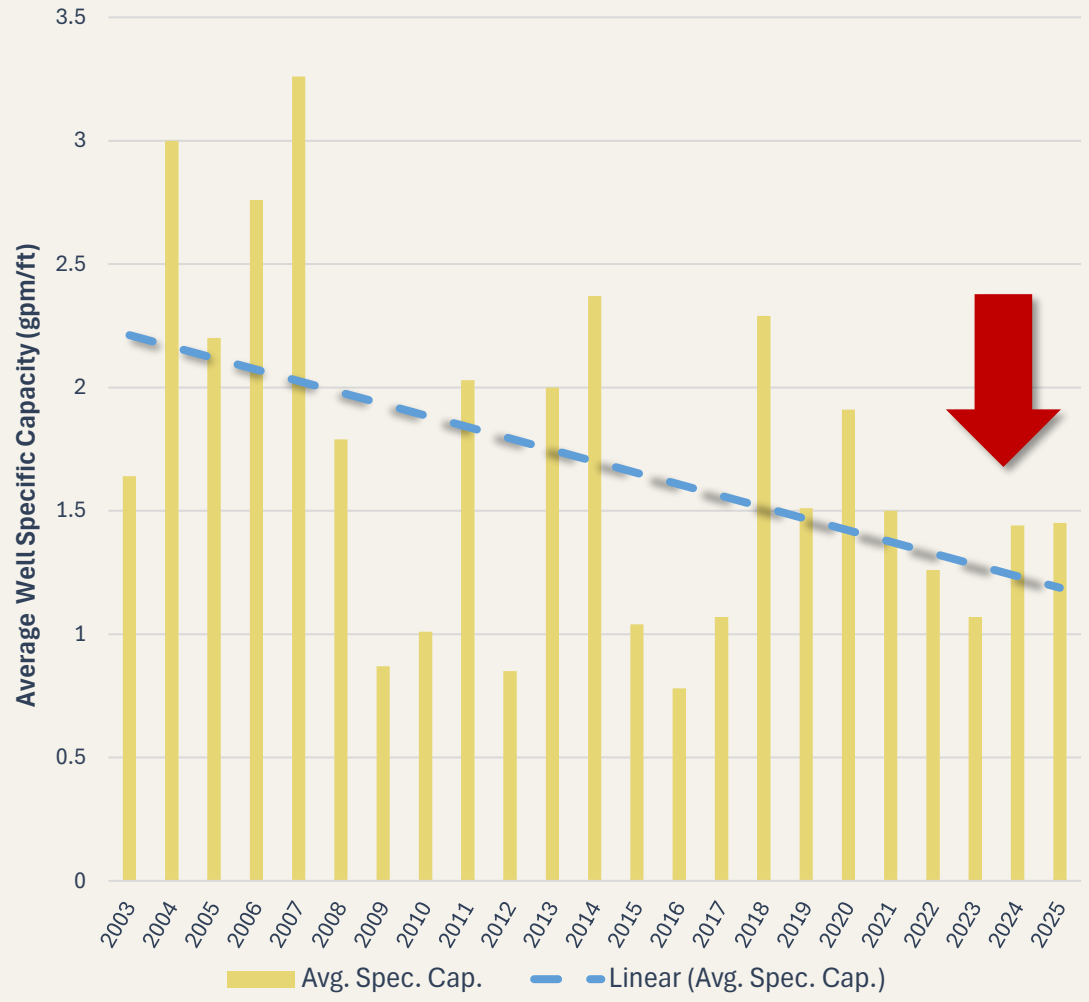
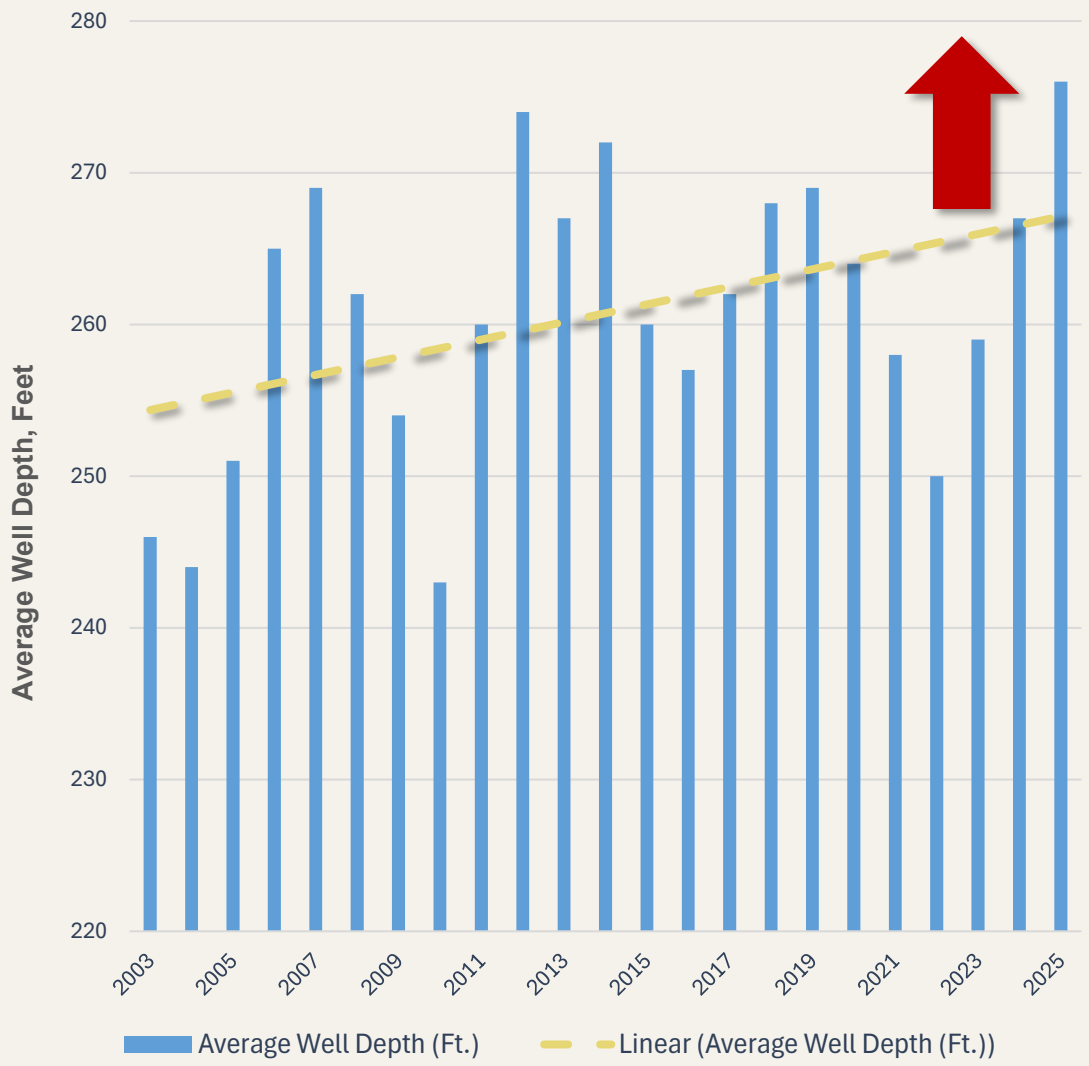
Water Wells Completed - 2003 through 2025



Highest Number of Wells Drilled in Texas

County	Well Count (2003 - 2025)
Parker	15,488
Wise	7,578
Williamson	4,500
Bell	3,286
Montague	3,180

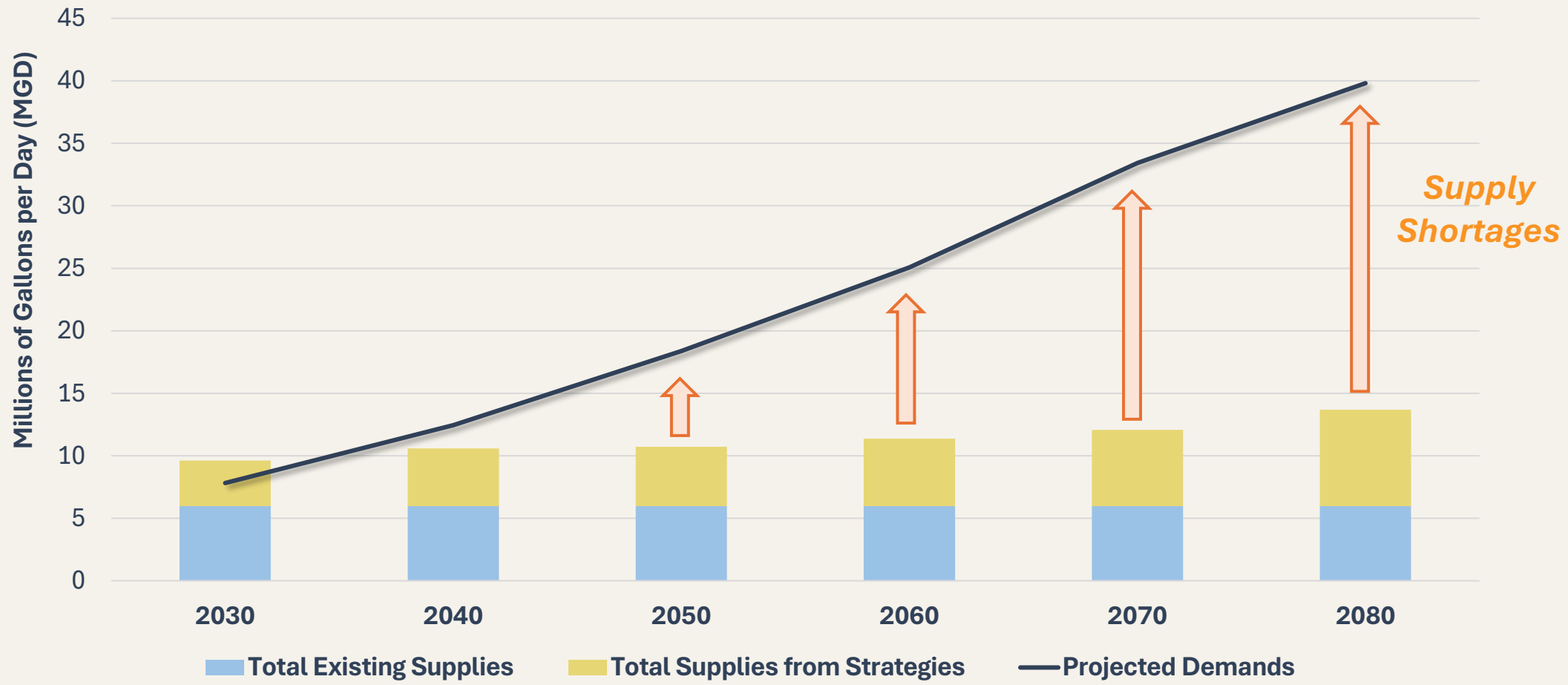
Well Depth vs. Capacity



Wells have to be drilled deeper...yet the capacity (yield) is decreasing.

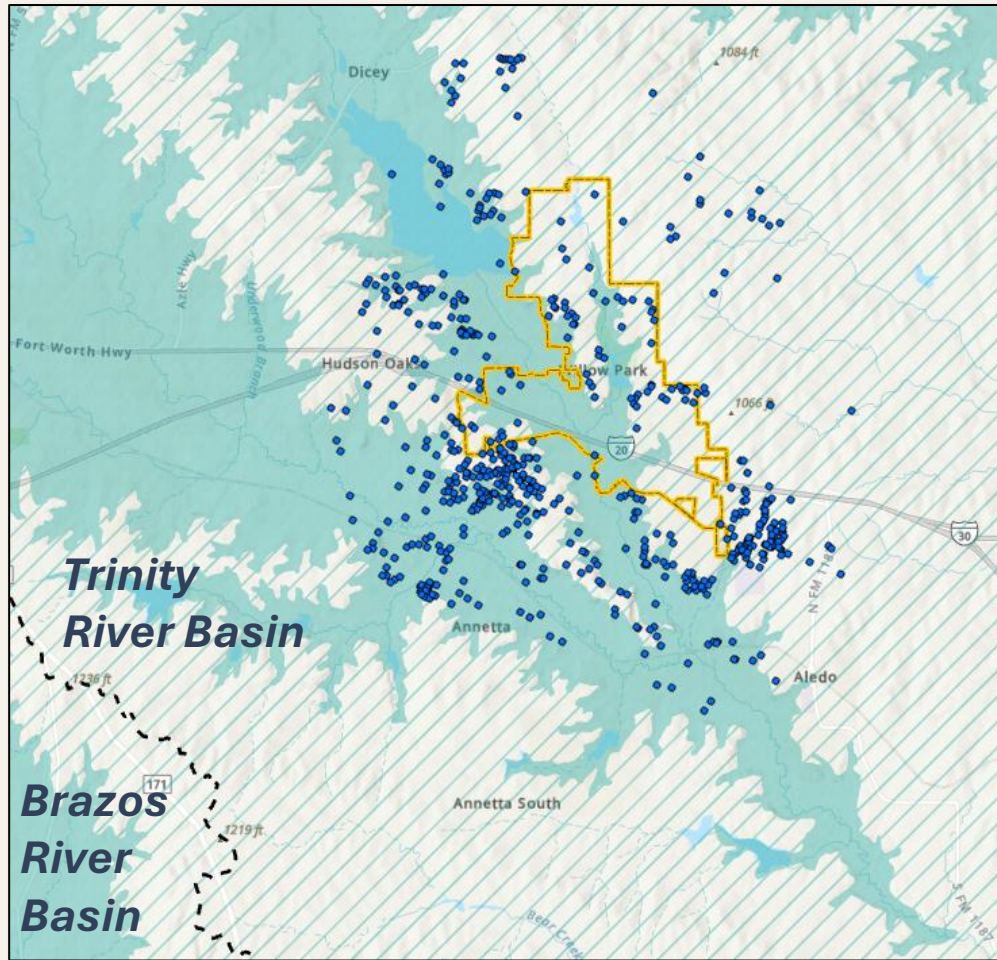
Parker County Projected Water Supply Shortages


Parker County – Brazos & Trinity Basins



**Projections from Region C 2026 Regional Water Plan, which includes new groundwater supply.*

Willow Park | Water Resources



-  Trinity Aquifer (outcrop)
-  Trinity Aquifer (subcrop)

Groundwater:

600+ domestic wells within 2 miles of City Limits:

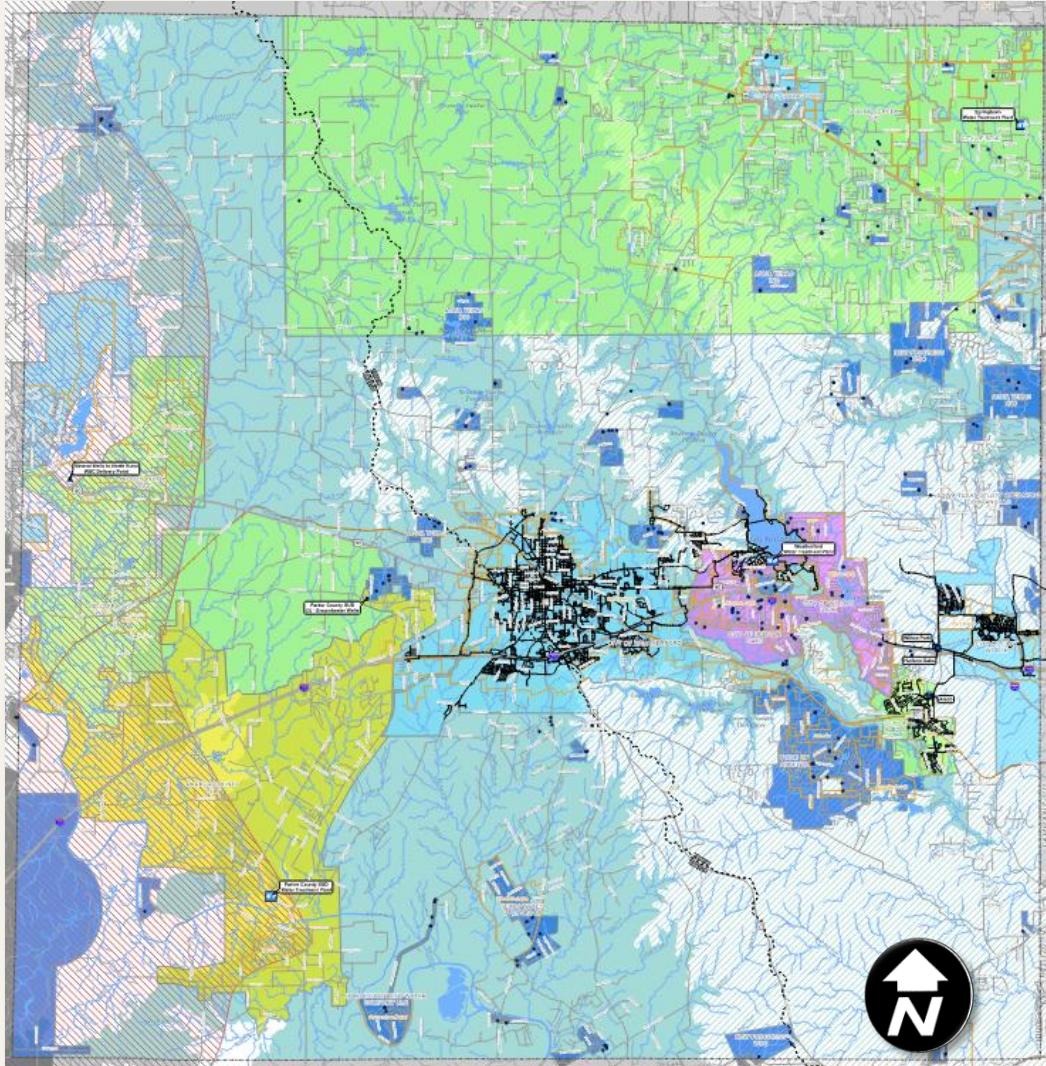
- Average depth: 268 ft
- Average capacity: 21 gpm

Surface Water:

- Wholesale supply from TRWD via Fort Worth and Weatherford

Goal of Water Supply Initiative

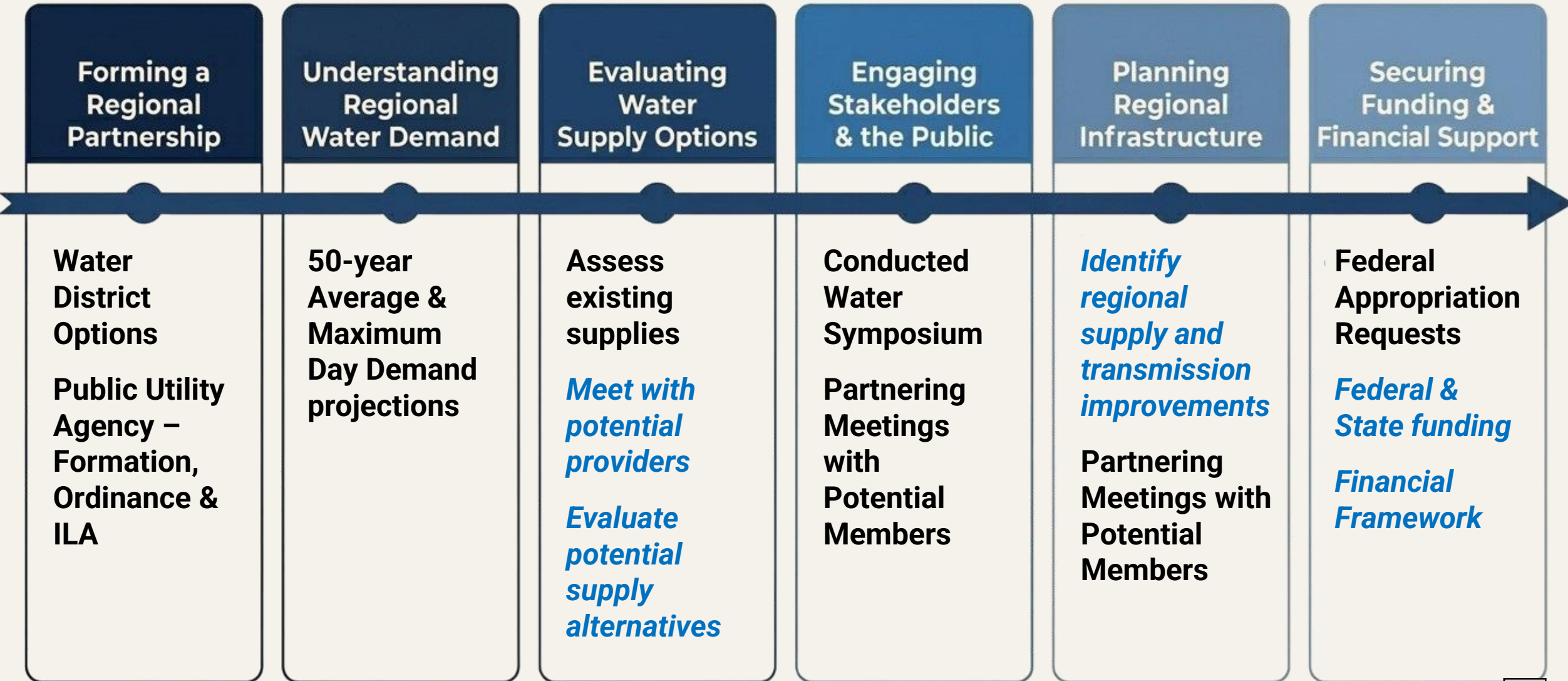
Item 4.



*Develop a solution to address **short-term and long-term** water needs for Parker County*

Parker County Water Study Overview

Item 4.



Legend: Completed Efforts; *In Progress/Upcoming Efforts*

Regional Collaboration Considerations



Water Supply Challenges

- Groundwater Trajectory Not Sustainable
- Lack of Easy/Short-term Supply Options
- Scarcity of Water



Cost and Funding Challenges

- Escalating Construction Costs
- Costs Prohibitive for Single Entity Solutions



Economic Development Impacts

- Lack of Water Supply Could Limit Growth



Barriers to Working Collaboratively

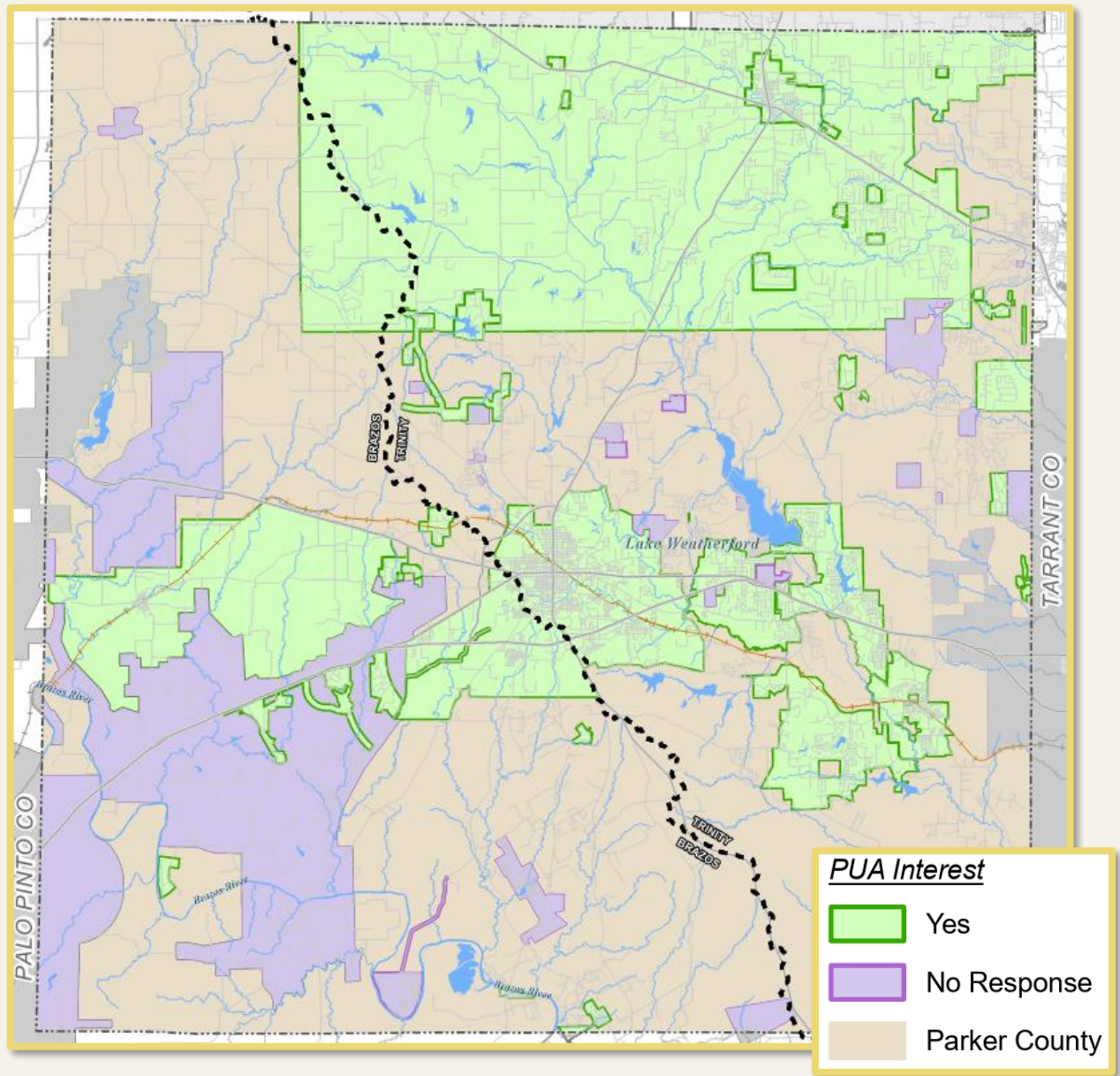
- No Existing Structure



Regional Entity Options

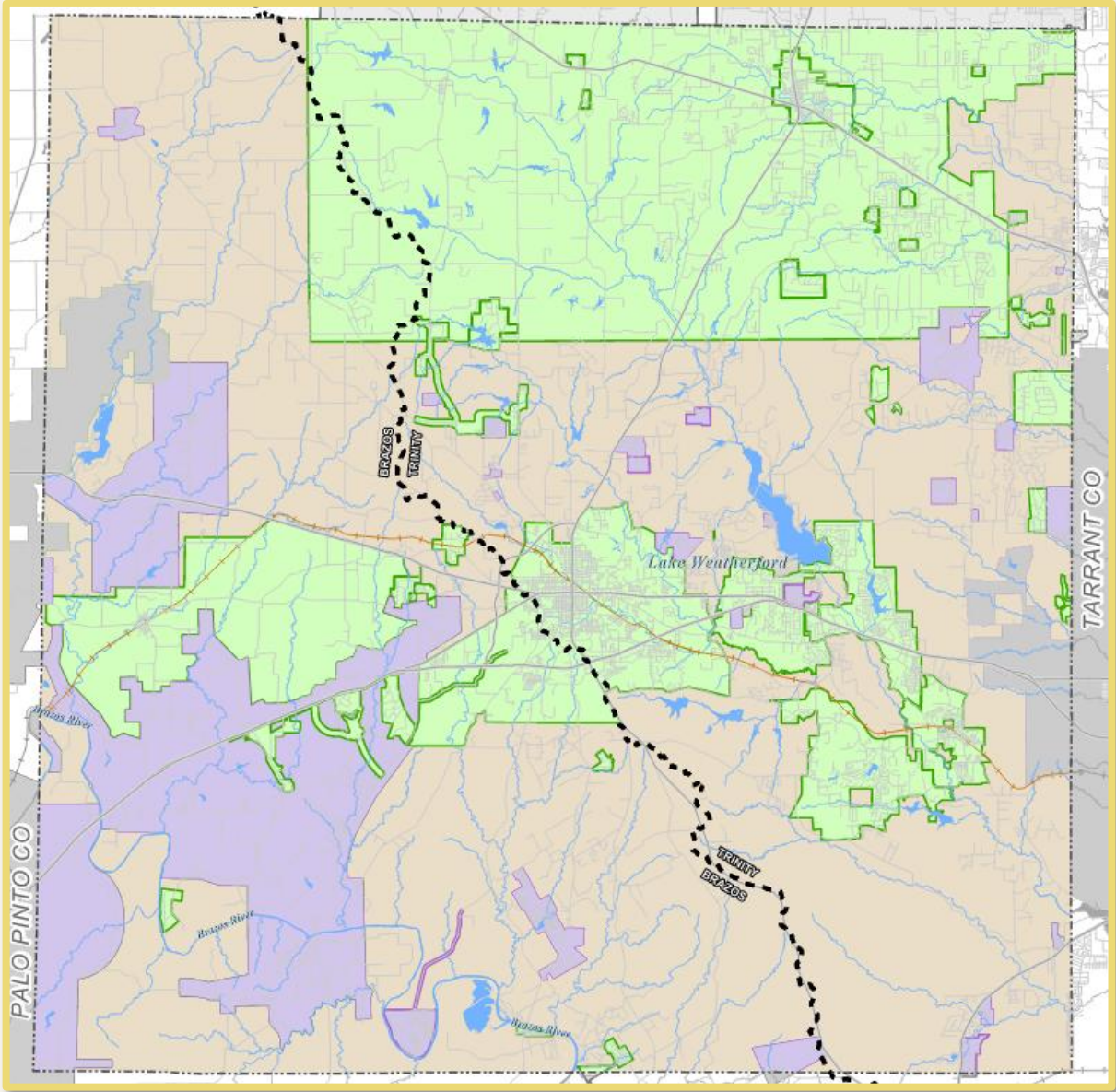
Consideration	Public Utility Agency	Water District
Creation Process	Concurrent Ordinances of Public Entities	Legislation / Local Bill
Governance	Board of Directors <i>Appointed by Participating Public Entities</i>	Determined by Legislation; however, a district with taxing authority must have elected Board members
Boundaries/ Members	Members must be public entities per statute; added by concurrent ordinances. May with withdraw as allowed by law and/or by concurrent ordinances. Boundaries of Agency follow boundaries of Members.	Determined by Legislation; however, boundaries of a district with taxing authority must follow Landowner petition process
Taxing Authority	No	Determined by Legislation
Debt Issuance	Yes; revenue debt <i>(TWDB funding eligible!)</i>	Determined by Legislation
Eminent Domain	Subject to population threshold. Currently, PUA member would need to condemn property on behalf of PUA.	Determined by Legislation
Public Bidding	Yes over \$20K <i>(with advertising requirements)</i>	Determined by Legislation

Benefits of the PUA



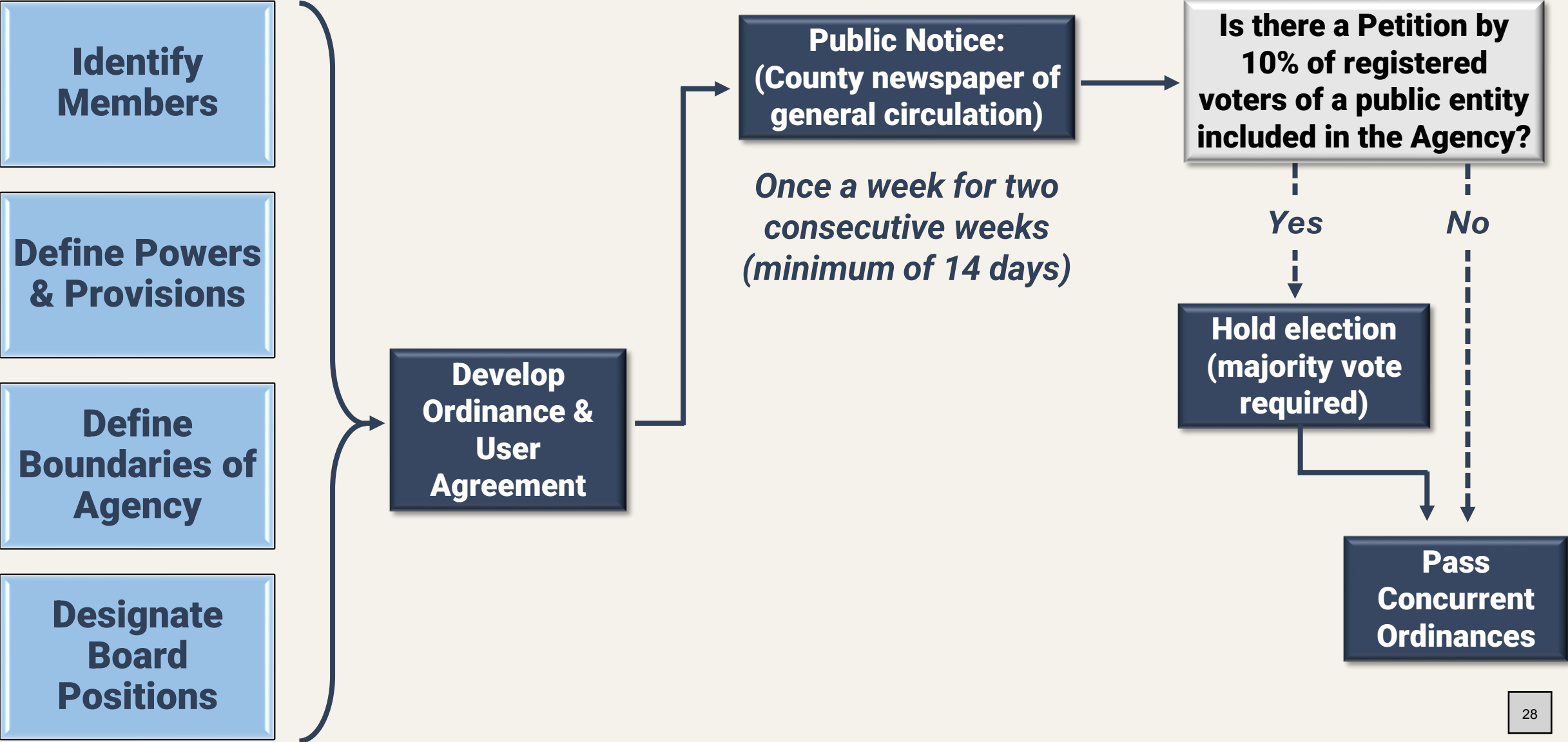
- Efficiencies and Economies of Scale
- Providing Administrative Support
- Implementing and Financing Water Supply Strategies and Increased Funding Options
- Planning for Undeveloped and Unincorporated Areas

Potential Members



- Aledo
- Annetta
- Aqua Texas
- Brock
- Hudson Oaks
- Millsap
- Peaster
- Rio Brazos WSC
- Springtown
- Walnut Creek SUD
- Weatherford
- Willow Park
- Parker County

PUA Formation Process



Ordinance & User Agreement Components



Ordinance

- Participating Entities & Boundaries/Service Area
- Board Membership, Requirements, Qualifications and Terms
- Board Positions and Procedures
- Agency Powers
- Voting
- Fiscal Year



User Agreement

- Cost Sharing for Initial Funding
- Allowance for reimbursement
- Term of Agreement
- Fiscal Agent

Ordinance & User Agreement Components

Ordinance	
Board Membership	4-year terms with no term limits; staggered terms
Board Qualifications	Qualified Texas voter, at least 18 years of age
Fiscal Year	October 1 – September 30

ILA/User Agreement	
Term of Agreement	5- years, renewable annually after initial term
Fiscal Agent	Parker County

Before Debt Issuance:

- Members may join or exit with proper notice

After Debt Issuance:

- Members would need to transfer/pay off debt obligation and sell supply reservation to other members
- PUA water rates are shared by all members

The PUA encourages stability and protection of investments towards long-term infrastructure



Cost Sharing Tiers

Item 4.



Willow Park

Qualification	Individual Annual Cost Share
Population <1k	\$5,000
Population 1k - 3k	\$10,000
Population 3k - 5k	\$15,000
Population 5k - 10k	\$20,000
Population 10k - 15k	\$25,000
Population 15k - 20k	\$30,000
Population >20k	\$50,000
UTGCD	\$25,000
County	\$100,000

Initial Annual Cost Sharing

Entity	Annual Cost Share
Aledo	\$20,000
Annetta	\$15,000
Aqua	\$15,000
Brock	\$5,000
Hudson Oaks	\$15,000
Millsap	\$10,000
Parker County	\$100,000
Peaster	\$5,000
Rio Brazos WSC	\$5,000
Springtown	\$15,000
UTGCD	\$25,000*
Walnut Creek SUD	\$50,000
Weatherford	\$50,000
Willow Park	\$20,000
Total	\$350,000

**Additional in-kind services to be contributed*

Item 4.

Draft Budgeting Guidelines

Expense	Potential Annual Budget
General Admin	\$125,000
Bookkeeping/Auditor	
Overhead	
Legal	
PR/Communications	\$70,000
Base-Level Engineering	\$50,000
Miscellaneous	\$55,000
Total <i>without</i> GM + Admin Staff	\$300,000
Total <i>with</i> GM + Admin Staff*	\$500,000

**GM + Admin Staff could provide services that would otherwise be performed by consultants.*

Initial Phase

- PUA continues to explore water supply & infrastructure options
- No infrastructure or construction costs



Infrastructure Phase

- Known, planned infrastructure projects and costs
- Participation in infrastructure capacity basis of cost share

PCPUA Formation Timeline



*14 days minimum
required for
advertisement*

Why Form and Join the Parker County PUA?

Item 4.



Creates a formal structure for regional cooperation



Strengthens competitiveness for state and federal funding



Allows coordinated infrastructure planning



Preserves local representation while advancing shared solutions



Positions participating entities for long-term water reliability

Questions?

Parker County Water | pc_water@freese.com
<https://www.parkercountywaterplan.com>



JOINT SOLID WASTE AGREEMENT

STATE OF TEXAS

COUNTY OF PARKER

KNOW ALL MEN BY THESE PRESENTS:

This Joint Solid Waste Agreement (“Agreement”) is entered into by the Town of Annetta, Texas (“Annetta”), the Town of Annetta North, Texas (“Annetta North”), the City of Aledo, Texas (“Aledo”), the City of Annetta South, Texas (“Annetta South”), the City of Hudson Oaks, Texas (“Hudson Oaks”), and the City of Willow Park, Texas (“Willow Park”), jointly referred hereto as the “MUNICIPALITY”, each acting by and through its duly authorized Mayor and Republic Waste Services of Texas, Ltd., hereinafter called “CONTRACTOR”, acting by and through its duly authorized officer, do hereby covenant and agree as follows:

I. GRANT

- A. This Agreement shall commence on May 1, 2026 (the “Effective Date”).
- B. Each MUNICIPALITY hereby grants to CONTRACTOR an exclusive contract and franchise to engage in the business of collecting and disposing of Residential and Commercial Garbage, Trash, Brush, Debris, C&D Debris, and Residential Recyclable Materials within the corporate limits of each MUNICIPALITY and, further hereby grants to CONTRACTOR permission to use the public streets, alleys, easements, and thoroughfares within the limits of each MUNICIPALITY for the purpose of collection and disposal of Garbage, Trash, Brush, Debris, C&D Debris, and Residential Recyclable Materials for a period of five (5) years beginning May 1, 2026 and terminating April 30, 2031 subject to the limitations, terms, and conditions hereinafter specified and contained in this Agreement. Unless all MUNICIPALITIES jointly, or CONTRACTOR, notifies the other in writing at least one hundred eighty (180) before the termination date of this Agreement of such party's election not to renew or extend this Agreement, then this Agreement shall be automatically renewed for an additional five (5) years upon the same terms and conditions as contained herein, and no new agreement need be entered into.

II. DEFINITIONS

Wherever used herein, the hereinafter-listed term shall have the following meanings:

- A. **Aledo**: The City of Aledo, Texas, a home rule municipality located in Parker County, Texas.
- B. **Annetta**: The Town of Annetta, Texas, a type A general law municipality located in Parker County, Texas.
- C. **Annetta North**: The Town of Annetta North, Texas, a type A general law municipality located in Parker County, Texas.

- D. **Annetta South:** The City of Annetta South, Texas, a type A general law municipality located in Parker County, Texas.
- E. **Brush:** Tree and shrub trimmings which are not easily placed in disposable containers.
- F. **Commercial:** Of or relating to any property or facility that generates solid waste during, or as a result of a business, and including any property that would otherwise be considered Residential property but which contains four (4) or more dwelling units.
- G. **Commercial Containers:** Metal containers supplied by CONTRACTOR affording capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- H. **C&D Debris:** Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials generally resulting from the construction or demolition processes.
- I. **Curbside Service:** Garbage, Trash, certain Brush and bulk material, and Recyclable Materials to be picked up by CONTRACTOR, which will be located at the curbside of the street bearing the customer's address.
- J. **Debris:** Automobile frames, dead trees, and other bulky heavy material not otherwise classified herein.
- K. **Disabled Customers:** A Residential household in which all members of the household are physically disabled to the extent that they are unable to place Garbage at curbside. The fact of such disability must be certified to CONTRACTOR by the Mayor of the MUNICIPALITY where the Disabled Customers are located.
- L. **Excluded Waste:** Excluded Waste means any and all solid waste which CONTRACTOR or any disposal facility is not authorized to accept for disposal pursuant to its permits and licenses, including without limitation, highly flammable substances, Hazardous Waste (as defined below), toxic substances, contaminants, infectious or medical wastes, explosives, radioactive materials, and other materials deemed by State and Federal law, or in the reasonable discretion of CONTRACTOR or the owner or operator of any such disposal facility, to be dangerous or threatening to the environment or the operations conducted at such disposal facility.
- M. **Fiscal Year:** Shall mean the Fiscal Year of each Municipality.
- N. **Garbage:** Refuse, animal or vegetable matter (as from a kitchen or food processing facility), metal (tin) cans, plastic or glass bottles, glass jars, plastic food containers, styrofoam, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste, which is damp or capable of emitting noxious odors.
- O. **Garbage Container:** Polycarts provided by CONTRACTOR.

- P. **Hazardous Waste:** Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- Q. **Hudson Oaks:** The City of Hudson Oaks, Texas, a type A general law municipality located in Parker County, Texas.
- R. **Municipal Disposal Location:** CONTRACTOR shall dispose all solid waste from each MUNICIPALITY pursuant to this Agreement at a permitted TCEQ facility.
- S. **Municipality:** Municipality shall mean the individual city or town where CONTRACTOR'S services are being provided, unless specified herein as requiring the unanimous joint action of all Municipalities who are parties to this Agreement.
- T. **Polycart:** A wheeled receptacle with a maximum capacity of ninety-six (96) gallons constructed of plastic designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. Ownership of Polycarts shall be retained by CONTRACTOR.
- U. **Recyclable Materials:** Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials and which materials may be sold for processing and use or reuse, including, but not limited to newsprint, magazines, paper items, plastic (PET and 1-IDPE), corrugated boxes, aluminum cans and metal (tin) cans, glass bottles and jars.
- V. **Recycling Container:** A Polycart provided by CONTRACTOR and designed for the purpose of curbside collection of recycling commodities, with maximum capacity of sixty-five (65) gallons.
- W. **Residential:** Relating to any property used primarily as a dwelling or dwellings, except where any one property contains four (4) or more dwelling units.
- X. **Single Stream Recycling:** A system in which all Recyclable Materials are collected all mingled together in a collection truck, instead of being sorted into separate commodities. Customers shall put all recyclable products into the Recycling Container.
- Y. **Trash:** All household refuse other than Garbage, Debris, Brush, household furniture and White Goods. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, old clothes and other household disposables of like kind, but shall not include Hazardous Waste.

- Z. **White Goods:** Items which utilize refrigerant such as, but not limited to, refrigerators or air conditioning units, provided that they have had the refrigerant removed and have been tagged by a licensed professional within TCEQ and EPA specifications.
- AA. **Willow Park:** The City of Willow Park, Texas, a type A general law municipality located in Parker County, Texas.

III. SOLID WASTE SERVICES

It shall be the duty and obligation of CONTRACTOR to perform the following solid waste services:

- A. CONTRACTOR agrees to furnish all trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently, and properly collect and dispose of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush from premises within the corporate limits of each MUNICIPALITY in a systematic, clean, healthful, and sanitary manner at the Municipal Disposal Location. As of the Effective Date, CONTRACTOR agrees to furnish all new automatic side loader (ASL) trucks for collection and disposal of Garbage, Trash, and Recyclable Materials under this Agreement; however, for Brush, Debris, and C&D Debris collection and disposal under this Agreement, CONTRACTOR may utilize its existing fleet. All collections from each MUNICIPALITY shall be disposed of at the Municipal Disposal Location. CONTRACTOR shall provide Curbside Services to Residential customers. All trucks, equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe, and efficient working condition. Any new trucks or equipment retired or replaced during the term of this Agreement shall be replaced with trucks or equipment less than five (5) years old at the time of replacement. CONTRACTOR's equipment shall be of a size and weight as to not violate any applicable laws, rules or regulations of any applicable governmental entity agency or authority or create damage to each MUNICIPALITY's streets and roadways, normal wear and tear excepted.
- B. All vehicles used by CONTRACTOR for the collection and transportation of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush shall be protected at all times while in transit to prevent leakage and the blowing or scattering of refuse onto the public streets of each MUNICIPALITY or properties adjacent thereto. Further, such vehicles shall be clearly marked with CONTRACTOR's telephone number and name in letters and numbers not less than four (4) inches in height. All collection equipment shall be washed and deodorized as necessary.
- C. CONTRACTOR agrees to establish daily routes and schedules for the collection of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush as necessary to fulfill the requirements of this Agreement. Further, CONTRACTOR will utilize written route books for use in the collection of refuse from all Residential and Commercial customers. A copy of each route book currently in use by CONTRACTOR will be provided to each MUNICIPALITY upon request and updated monthly so that each MUNICIPALITY shall at all times have full knowledge of the designated route to be followed by CONTRACTOR.

Each MUNICIPALITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, or inadequate service.

- D. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and services performed hereunder. CONTRACTOR shall provide reasonable protection to prevent loss or damage to both real and personal property and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.
- E. CONTRACTOR agrees to make Commercial Containers for Garbage and Trash storage available upon request by the owner or occupant of any premises within the corporate limits of each MUNICIPALITY. The Commercial Containers provided by CONTRACTOR shall be (I) equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents, (II) maintained in good repair, appearance, and in a sanitary condition, and (III) clearly marked with CONTRACTOR's name and telephone number in letters not less than two (2) inches in height. For Commercial Container/dumpster enclosures with doors, CONTRACTOR must close the doors after each pick up and use caution not to damage the container/dumpster doors when the trucks make the pick up.
- F. Each Residential customer shall place Garbage and Trash in a CONTRACTOR provided Polycart at the curbside of the customer's address in a manner as to be easily accessible for collection. Each Residential customer shall keep all Garbage Containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render the contents inaccessible to insects, rodents, and other animals. Residential customers shall place solid waste at the curbside no earlier than twelve (12) hours prior to the scheduled collection day and not later than 7:00 a.m. on the scheduled collection day. CONTRACTOR shall properly place Polycarts back at the curbside after emptying.
- G. CONTRACTOR agrees to make two (2) Garbage and Trash collections each week for each Residential customer and each Commercial customer not utilizing or requiring Commercial Containers, and once per week residential recycling collection services, in accordance with the following schedule:

Municipality	Solid Waste Services	Recycling Services
Aledo	Monday & Thursday	Monday
Annetta	Monday & Thursday	Monday
Annetta North	Monday & Thursday	Monday
Annetta South	Tuesday & Friday	Friday
Hudson Oaks	Monday & Thursday	Thursday
Willow Park	Tuesday & Friday	Tuesday

Hours of service shall be from 7:00 am to 6:00 pm for Residential and Commercial customers, except when unusual circumstances require CONTRACTOR to provide collection services outside the prescribed collection times. CONTRACTOR shall notify

any affected MUNICIPALITY in the event collections times require changing as described in the immediately preceding sentence. No collections will be made on Sundays. CONTRACTOR shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. CONTRACTOR shall continue with its other regularly scheduled collections during such holiday weeks. Subsequent to a holiday exempt from collection, customers shall be entitled to place for collection up to double the amount of permissible waste specified in this Agreement to make up for the missed collection on the exempt holiday.

- H. CONTRACTOR shall make reusable Polycarts available to all Residential customers for Curbside Service at an additional monthly fee as specified on Attachment "A", incorporated herein by reference.
- I. On each scheduled collection day, CONTRACTOR shall also provide curbside collection services for Brush/bulky items normally generated from a Residential unit, provided they are properly prepared and stored for collection. Vines, thorny bushes, grass, shrubbery cuttings, leaves, and other material accumulated as the result of yard/lawn care, shall be placed in disposable containers. Tree limbs, Brush, and bulky waste which cannot be placed into disposable containers shall be cut into lengths not to exceed four (4) feet, tied in bundles not to exceed fifty (50) pounds each, and stacked at the curbside. Such small bulky waste shall be presented in a manner that allows for easy handling by CONTRACTOR. Residential customers are limited to two (2) cubic yards of Brush/bulky items per scheduled collection day. C&D Debris shall be included in such curbside collection service for Brush/bulky items provided it meets the bundling and cubic yard requirements above. White Goods are included in such Brush/bulky item collection service. Excluded Waste and Hazardous Waste are not included in such Brush/bulky item collection service.
- J. CONTRACTOR agrees to provide carry-out service as described in this section for Disabled Customers at the curbside rate for a Residential household. The fact of such disability must be certified to CONTRACTOR by the MUNICIPALITY where the Disabled Customer is located in accordance with the definition of "disabled customer." The Garbage, Trash, and Recycling Material shall be placed in disposable containers in front of the building facing the street in such a manner clearly visible from the street as to be accessible to CONTRACTOR without entering a gate or fenced area.
- K. CONTRACTOR is granted the exclusive right within the city limits of each MUNICIPALITY to collect and dispose of C&D Debris. CONTRACTOR shall provide such service as requested by any resident, Commercial, industrial or institutional customers on the terms and conditions negotiated between CONTRACTOR and such customer, subject to the limitation on rates established by this Agreement. Residents of each MUNICIPALITY may, however, dispose of C&D Debris at any county-wide, county-sponsored, or MUNICIPALITY-sponsored clean up event.
- L. CONTRACTOR, its agents, servants, and employees shall perform all services under this Agreement in a courteous, competent, and professional manner. During the term of this

Agreement and any extension thereof, CONTRACTOR shall be responsible for the actions of its agents, servants, and employees while such agents, servants, and employees are acting within the scope of their employment or agency.

- M. Any notices given or required to be given by CONTRACTOR to customers relating to any services provided hereunder, specifically including but not limited to changes in service dates or times, shall be provided in both the Weatherford Democrat and Community News newspapers.

IV. RATES

- A. **Base Rates:** Each MUNICIPALITY and CONTRACTOR agree that the initial monthly rate for Residential service, C&D Debris, and Commercial service shall be at the base rates as set forth in Attachment "A", incorporated herein by reference. CONTRACTOR shall maintain all base rates until May 1, 2027.
- B. **Fixed Base Rate Escalation:** CONTRACTOR shall be allowed an annual increase in the base rates set forth in Attachment "A" effective May 1st of each year in the fixed amount of a four percent (4%) increase.
- C. **Discretionary Rate Adjustment:** In addition to the fixed base rate adjustment provided above, at any time after the first twenty-four (24) months of the term of this Agreement, CONTRACTOR may petition each MUNICIPALITY for additional rate and price adjustments at reasonable times on the basis of material and unusual changes in its cost of operations (herein defined to be at least a documented ten percent (10%) increase in operational costs as compared to the previous twenty-four (24) months) due to, or directly resulting from, ad valorem taxes, governmental fees or regulations or revised federal, state, or local laws, ordinances, or regulations. At the time of any such petition, CONTRACTOR shall provide each MUNICIPALITY with documentation and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. Each MUNICIPALITY shall have the right, in its sole discretion, to determine the necessity of such a request for a change in rates. The Council of each MUNICIPALITY must approve such discretionary rate adjustment for the adjustment to be effective in any MUNICIPALITY.
- D. **Storm Debris Management Program:** In the event of significantly increased volumes of Brush, Garbage, and Debris resulting from a tornado, severe winds, a severe storm, or other catastrophic event or natural disaster, CONTRACTOR will provide, at any MUNICIPALITY's request, assistance to the residents of such MUNICIPALITY in the disposal of such storm Debris, allowing residents to rid their property of fallen trees, Brush, etc. without having to schedule a special estimate by CONTRACTOR. CONTRACTOR will provide this service to MUNICIPALITY residents at the rate specified in Attachment "A", incorporated herein by reference.
- E. **Free Services:** CONTRACTOR agrees to provide weekly Garbage service and recycling services, at each MUNICIPALITIES' facilities (including but not limited to the town/city

hall, fire stations, police stations, libraries, recreational/community centers, animal control facilities, public works buildings, etc.) without charge. The collection of such materials shall not include large amounts of C&D Debris or waste resulting from public works activities, nor shall it include sludge removal from any wastewater treatment plant. Additionally, CONTRACTOR agrees to provide up to three (3) thirty (30) cubic yard roll-off containers per year per MUNICIPALITY at sites designated by each MUNICIPALITY for use in MUNICIPALITY special events or clean up events. Such roll-off containers can be utilized all at one (1) event, or in any combination, up to one (1) roll-off container for three (3) separate events per year. Such roll-off container service shall be free to each MUNICIPALITY and shall include any deposit, rental, delivery, pick up, hauling and disposal. The dates for each MUNICIPALITY event shall be coordinated with CONTRACTOR at least two (2) weeks prior to the event.

V. BILLING AND FRANCHISE FEES

A. Aledo, Hudson Oaks, and Willow Park:

1. **Customer Billing:** Aledo, Hudson Oaks and Willow Park agree to bill all Residential customers served by CONTRACTOR, and each is hereby designated as the billing and collection agent for all Residential services provided hereunder. CONTRACTOR agrees to bill and collect from all Commercial, industrial and institutional customers served by CONTRACTOR.
2. **Payment to Contractor:** Aledo, Hudson Oaks and Willow Park each agree to forward to CONTRACTOR all payments received by such MUNICIPALITY on or before the fifteenth (15th) day of each month for services rendered to Residential customers during the preceding month.
3. **Franchise Fee:** For and in consideration of such MUNICIPALITIES granting CONTRACTOR an exclusive franchise within the MUNICIPALITY limits for Residential and Commercial Garbage collection, and for normal wear and tear on the street surfaces for the collection and transportation of such solid waste, CONTRACTOR hereby agrees to pay Aledo, Hudson, Oaks and Willow Park a franchise fee of twelve percent (12%) on all Residential and Commercial billings. Such franchise fee remittance shall be made by CONTRACTOR to Aledo, Hudson Oaks, and Willow Park on or before the fifteenth (15th) day of each month (for the immediately preceding month's service). CONTRACTOR shall provide with each franchise fee payment the address associated with all gross billings for these MUNICIPALITIES. Interest on all unpaid amounts owing by CONTRACTOR to Aledo, Hudson Oaks, and Willow Park shall accrue from and after the payment due date at the highest rate permitted by law.

B. Annetta, Annetta North, and Annetta South:

1. **Customer Billing:** In Annetta, Annetta North, and Annetta South, CONTRACTOR agrees to bill and collect for all Residential services provided

hereunder, and for all Commercial, industrial and institutional customers served by CONTRACTOR.

2. **Franchise Fee:** For and in consideration of such MUNICIPALITIES granting CONTRACTOR an exclusive franchise within the MUNICIPALITY limits for Residential and Commercial Garbage collection, and for normal wear and tear on the street surfaces for the collection and transportation of such solid waste, CONTRACTOR hereby agrees to pay Annetta, Annetta North and Annetta South a franchise fee of twelve percent (12%) on all Commercial and Residential billings, calculated on the basis of gross billings within such MUNICIPALITY. Such franchise fee remittance shall be made by CONTRACTOR to Annetta, Annetta North, and Annetta South on or before the fifteenth (15th) day of each month (for the immediately preceding month's service). CONTRACTOR shall provide with each franchise payment the address associated with all gross billings for these MUNICIPALITIES. Interest on all unpaid amounts owing by CONTRACTOR to Annetta, Annetta North, and Annetta South shall accrue from and after the payment due date at the highest rate permitted by law.

C. **Franchise Fee Amendment:**

1. Said franchise fee does not relieve CONTRACTOR of liability for specific damage to streets, signs, drainage ways, concrete appurtenances, and other public or private property caused by CONTRACTOR. All repairs for damage caused by CONTRACTOR shall be made so that the final product is in equal or better condition than before the damage.
2. Any MUNICIPALITY may amend the amount of the franchise fee applicable in such MUNICIPALITY at any time by resolution adopted by the Council of such MUNICIPALITY. The change in franchise fee shall be effective with the next billing cycle if at least fifteen (15) days notice of the amendment has been provided to CONTRACTOR.

- D. **Bad Debt:** No MUNICIPALITY shall be responsible for the collection of "bad debt" or uncollectable accounts relating to any amounts billed by CONTRACTOR to Residential, Commercial, or industrial customers served by CONTRACTOR. Notwithstanding anything to the contrary contained in this Agreement, CONTRACTOR may, in its discretion, discontinue service to any Residential, Commercial, or industrial customer that does not pay the full amount set forth herein for the services provided hereunder within thirty (30) days of the date of any invoice delivered to such customer. CONTRACTOR shall re-establish service to such customer once the customer's account has been paid in full.

- E. **Sales Tax:** Applicable sales taxes shall be included on all billing for services provided hereunder.

VI. SPILLAGE

- A. CONTRACTOR will not be required to clean up or collect loose Residential refuse not created by its operation, but shall report the location of such conditions to the MUNICIPALITY when the spillage is located so that proper notice can be given to the occupant of the residence to properly contain such refuse. Spillage or excess refuse shall be picked up by CONTRACTOR after the customer reloads the containers.
- B. In the case of Commercial customers, CONTRACTOR shall be entitled to an extra collection charge for each reloaded Commercial Container requiring an extra collection.
- C. Should such Commercial spillage continue to occur, such MUNICIPALITY shall require the Commercial customer and CONTRACTOR to increase the frequency of collection of such customer's refuse, or require the customer to utilize a Commercial Container with a larger capacity, and CONTRACTOR shall be compensated for such additional services.
- D. CONTRACTOR shall immediately pick up any spillage created or caused by CONTRACTOR or its employees. A fork, push broom, and a scoop-type shovel shall be maintained on each truck for clean up activities.

VII. RECYCLING SERVICES

- A. In addition to the solid waste collection services set forth in this Agreement, CONTRACTOR agrees to provide Single Stream Recycling collection services for each MUNICIPALITY. The rates for such recycling services are set forth in Attachment "A." incorporated herein by reference.
- B. Residential customers and MUNICIPALITY facilities shall place Recycling Containers for once a week curbside recycling service on the collection date specified in Section III. G. All Recyclable Materials must be placed in the Recycling Container with lid closed. Hours of service shall be from 7:00 a.m. to 6:00 p.m. on the day of collection. Customers shall place Recycling Containers curbside by 7:00 a.m. on the collection day, and no earlier than twelve (12) hours before the collection day. Customers shall not mix Recyclable Materials with non-Recyclable Materials or other solid waste.
- C. CONTRACTOR agrees that all recyclable material collected will be disposed of at a certified recycling facility/center approved by each MUNICIPALITY and shall not be disposed of with other solid waste or at any landfill.
- D. CONTRACTOR agrees to assist each MUNICIPALITY in educating customers on the recycling process and which items are acceptable Recyclable Materials. At a minimum, CONTRACTOR agrees to distribute marketing materials before recycling services begin and once per year explaining the recycling program to all Residential customers in each MUNICIPALITY.

VIII. CUSTOMER SERVICE

- A. **Customer Service Number:** CONTRACTOR agrees to maintain a toll free telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 2:00 p.m. Saturday, excluding legal holidays, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above mentioned hours. CONTRACTOR shall maintain a daily log of all service calls, complaints, inquiries and the action taken thereon. A copy of the log shall be sent to each MUNICIPALITY each month, within fifteen (15) days after the end of each month.
- B. **Records and Reports:** The following records and reports shall be filed monthly by the fifteenth (15th) day with each MUNICIPALITY:
1. CONTRACTOR will provide a monthly report on tonnage of Garbage, Trash, C&D Debris, and Brush deposited at the Municipal Disposal Location from each MUNICIPALITY. The report will include a breakdown of how much is from Residential customers, Commercial/industrial customers, MUNICIPALITY facilities, and landfill days. CONTRACTOR will also provide a monthly report on tonnage of Recyclable Material collected from each MUNICIPALITY.
 2. Monthly reports of the results of all complaints received and the response and action taken by CONTRACTOR.
 3. A monthly listing of all Residential and Commercial accounts served. This list shall include customers name, address, frequency of pickup, size of container or type of service and charges for same.
 4. CONTRACTOR shall provide monthly customer service reports which detail calls received, nature of calls, response times, etc.
- C. **Managing Agent:** Throughout the term of this Agreement, CONTRACTOR shall establish and maintain an authorized Managing Agent and shall designate in writing to each MUNICIPALITY the name, telephone number, and address of such agent to whom all notices may be served by each MUNICIPALITY of complaints received from citizens of the MUNICIPALITY.
- D. **Service Complaints:** All service complaints shall be directed to CONTRACTOR and shall be resolved by the end of the next business day. The MUNICIPALITY shall notify CONTRACTOR of each complaint reported to the MUNICIPALITY in order for CONTRACTOR to take whatever reasonable steps are necessary to remedy the cause of the complaint. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day. CONTRACTOR shall provide such

MUNICIPALITY with an explanation of the disposition of any service complaint in its monthly report as specified above.

- E. **Notification of Procedures:** CONTRACTOR shall notify all customers about procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collection, procedures, etc. Notice is to be in the form of printed matter distributed by CONTRACTOR to all premises served by CONTRACTOR at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by each MUNICIPALITY prior to distribution, such approval to not be unreasonably withheld, conditioned or delayed.
- F. **Dangerous Animals:** Employees of CONTRACTOR shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but CONTRACTOR shall immediately notify the particular MUNICIPALITY, in writing, of such condition and of CONTRACTOR'S inability to make collection.
- G. **Hazardous Weather:** CONTRACTOR may cancel a portion or all of a scheduled service day due to hazardous weather conditions and shall notify each MUNICIPALITY, in writing, of such cancellation.

IX. NON-COLLECTION

- A. Should a dispute arise between any MUNICIPALITY, CONTRACTOR, and/or a customer as to whether CONTRACTOR failed to make a collection (whether CONTRACTOR missed a pickup) the decision of the City Administrator or City Manager of the MUNICIPALITY (or the Mayor if the MUNICIPALITY does not have a City Administrator or City Manager) on such matters shall be final and the MUNICIPALITY and CONTRACTOR agrees to abide by said decision. However, it is understood and agreed by and between each MUNICIPALITY and CONTRACTOR that if any customer fails to timely place Brush, Garbage, and Trash out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from premises, or places improper bundles or volumes of Brush for collection, CONTRACTOR may refrain from collecting all or a portion of such Brush, Garbage, and Trash and shall notify the particular MUNICIPALITY of the reason for such non-collection.
- B. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the Garbage, Trash, Brush, C&D Debris, or Recyclable Material or containers out for collection). CONTRACTOR's notice to the customer shall be in writing, attached to the container or the front door of the residence or Commercial business, and shall indicate the nature of the violation and the correction required in order that such Garbage may then be collected at the next regular collection date. When a MUNICIPALITY is notified by a customer that Garbage, Trash, Brush, C&D Debris, or Recyclable Material has not been removed from said customer's premises on the scheduled collection day, and where neither notice of non-collection nor a change in collection schedule has been received from

CONTRACTOR, the MUNICIPALITY shall investigate. If the investigation disclosed that CONTRACTOR has failed to collect Garbage, Trash, Brush, C&D Debris, or Recyclable Material from the subject premises without cause, CONTRACTOR shall collect same within twelve (12) hours after being so instructed by the MUNICIPALITY, at no additional charge.

X. TERMINATION

- A. **Breach by CONTRACTOR:** In the event of an alleged breach by CONTRACTOR of the terms, covenants, or provisions herein contained, a MUNICIPALITY shall notify CONTRACTOR in writing of such alleged breach and if same is not resolved within five (5) business days from such notice, the MUNICIPALITY may, upon a determination (at a hearing as described herein) that a breach has occurred and is continuing, terminate this Agreement as to that MUNICIPALITY. Notwithstanding the above, if CONTRACTOR has diligently pursued resolution of a reported breach and said breach has not been cured within the five (5) business day cure period, then the MUNICIPALITY will continue to allow CONTRACTOR to diligently pursue the actions necessary to cure the breach for the first to occur of twenty-five (25) additional business days, or the breach is cured. The hearing prerequisite to such termination shall not be held until notice of such hearing has been given to CONTRACTOR as required by this Agreement, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Agreement.

The hearing shall be conducted in public by the Council of the MUNICIPALITY and CONTRACTOR shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the Council shall determine that a breach of the terms, covenants, or provisions of this Agreement, as set forth in the notice has occurred, it may terminate this Agreement as to that MUNICIPALITY and the same shall be null and void. This Agreement may, at the option of any MUNICIPALITY, be terminated in the event of the bankruptcy, receivership, or a general assignment for the benefit of creditors by CONTRACTOR. A breach by CONTRACTOR as to any individual MUNICIPALITY may only result in a termination of this Agreement as to that MUNICIPALITY, and this Agreement shall remain in full force and effect as to each other MUNICIPALITY.

- B. **Breach by MUNICIPALITY:** In the event of an alleged breach by any MUNICIPALITY of the terms, covenants or provisions contained herein, CONTRACTOR shall notify such MUNICIPALITY in writing of such alleged breach and if same is not cured within thirty (30) days from such notice, CONTRACTOR may revoke or cancel this Agreement as to such MUNICIPALITY, and no other MUNICIPALITY shall be liable for such breach. A termination by CONTRACTOR as to one MUNICIPALITY shall not effect a termination as to any other MUNICIPALITY.
- C. **Termination for Convenience:** After the initial five (5) year term of this Agreement, all MUNICIPALITIES jointly may terminate this Agreement without cause upon the annual

anniversary of this Agreement (May 1st) by providing at least one hundred and twenty (120) days written notice to CONTRACTOR before the annual anniversary date.

XI. INDEMNIFICATION AND INSURANCE

- A. **Indemnification:** CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND EACH MUNICIPALITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF BRUSH, C&D DEBRIS, DEBRIS, GARBAGE, TRASH, SOLID WASTE, REFUSE, OR RECYCLABLE MATERIALS UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS, AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, IF ANY. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND ANY MUNICIPALITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

CONTRACTOR SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY AND ALL INJURY OR DAMAGE TO MUNICIPALITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY A MUNICIPALITY IN ANY SUIT OR CLAIM AGAINST CONTRACTOR.

- B. **Insurance:** CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under this Agreement, certificates evidencing such coverage are received by each MUNICIPALITY, and such insurance has been approved by each MUNICIPALITY. CONTRACTOR shall be responsible for

delivering to each MUNICIPALITY CONTRACTOR's certificate of insurance for approval. The failure by CONTRACTOR to keep in full force and effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

CONTRACTOR agrees to carry the following types of insurance at all times while this Agreement is in effect, and agrees that each policy shall contain a provision that coverage will not be cancelled until at least thirty (30) days' prior written notice has been given to each MUNICIPALITY:

1. Workers compensation insurance in the statutory amounts required by the State of Texas covering all employees engaged in any operations covered by this Agreement.
2. Automobile Liability - \$1,000,000 Single Limit, bodily injury and property damage combined.
3. General Liability - \$5,000,000 Single Limit, bodily injury and property damage combined.
4. Excess Umbrella Liability - \$5,000,000 per occurrence.

Such policies of insurance shall be issued by companies authorized to do business in the State of Texas, and each MUNICIPALITY, its officers, agents, elected officials, and employees shall be named as an additional insured on all such policies except workers compensation.

XII. HAZARDOUS WASTE

CONTRACTOR shall not be required to collect or dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic or volatile material, or other Hazardous Waste or Excluded Waste from any Commercial or Residential customer. Title to Garbage, Trash, Brush, C&D Debris, and Recyclable Material shall pass to CONTRACTOR when placed in CONTRACTOR's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to CONTRACTOR. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall take such steps and precautions as are required by the applicable laws governing disposal of such material. If Excluded Waste is discovered before it is collected by CONTRACTOR, CONTRACTOR may refuse to collect the entire container of waste. In such situations, CONTRACTOR shall contact the MUNICIPALITY and the MUNICIPALITY shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event that any Excluded Waste is not discovered by CONTRACTOR before it is collected, CONTRACTOR may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The MUNICIPALITY shall provide reasonable assistance to CONTRACTOR to conduct an

investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by CONTRACTOR in connection with such Excluded Waste. Subject to the MUNICIPALITY providing such reasonable assistance to CONTRACTOR, CONTRACTOR shall release the MUNICIPALITY from any liability for any such costs incurred by CONTRACTOR in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the MUNICIPALITY.

XIII. MISCELLANEOUS

- A. **Compliance with Laws:** CONTRACTOR hereby agrees to comply with all applicable federal, state, and local laws including the Fair Labor Standards Act and rules, regulations orders and decrees of the Texas Department of Health, the Texas Commission on Environmental Quality and the United States Environmental Protection Agency. **CONTRACTOR shall indemnify and hold harmless each MUNICIPALITY, its officers, agents, elected officials, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order, or decree, whether such violation was by CONTRACTOR, its officers, agents, servants, employees, subcontractors, licensees, or invitees.**
- B. **Inspection of Performance:** Each MUNICIPALITY may inspect CONTRACTOR's operations, equipment, and performance at any reasonable time and CONTRACTOR shall furnish each MUNICIPALITY with reasonable opportunity to inspect CONTRACTOR's operations or equipment, or to otherwise ascertain whether or not the work is being performed in accordance with the requirements of this Agreement.
- C. **Multiple Originals:** This Agreement may be executed in multiple counterparts, each of which shall be deemed for all purposes to be an original, and all of which are identical.
- D. **Paragraph Headings:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **Successors, Assigns and Assignment:** All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto. This Agreement may not be assigned or sublet by CONTRACTOR without the prior written consent of all MUNICIPALITIES jointly.
- F. **Notices:** All notices and statements required or permitted to be given, and all payments to be made hereunder, shall be given or made in writing at the respective addresses of the parties as set forth on the signature page hereof, unless notification of a change of address is given to all other parties in writing. The date of receipt of any such notice shall be deemed the date the notice or statement is deposited with the U.S. Postal Service via certified U.S. mail, return receipt requested, postage prepaid.

- G. **Governmental Powers and Immunity:** It is understood and agreed that by execution of this Agreement, no MUNICIPALITY waives or surrenders any of its governmental powers, or sovereign immunity.
- H. **Taxes:** CONTRACTOR shall pay all federal, state, and local taxes including sales tax, social security, worker's compensation, unemployment insurance, and any and all other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in CONTRACTOR's performance of this Agreement.
- I. **Licenses, Permits, and Fees:** CONTRACTOR agrees to obtain and pay for all licenses, permits, certificates, inspections, and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. CONTRACTOR shall also pay, at CONTRACTOR's own expense, all disposal fees associated with the collection, removal, and disposal of solid waste under this Agreement; provided, however, CONTRACTOR shall have the right to seek discretionary rate adjustments as specifically set forth in Section IV.C. of this Agreement.
- J. **Savings Provision:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.
- K. **Audit:** Either CONTRACTOR or any MUNICIPALITY may request an audit of all account records by the MUNICIPALITY's or CONTRACTOR's outside, independent audit firm then engaged by the MUNICIPALITY or, as applicable, CONTRACTOR at the time of the request. Such audit shall be at the expense of the party requesting same. Further, documentation of billings will be provided to the MUNICIPALITY or CONTRACTOR upon request by the other party.
- L. **Force Majeure:** The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, strikes, acts of war, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- M. **Attorneys Fees:** The prevailing party in any suit, action or proceeding arising out of or involving the enforcement, interpretation or application of this Agreement shall be entitled to recover all reasonable attorneys' fees incurred in connection with such action, suit or proceeding, in accordance with Section 271.159 of the Texas Local Government Code.
- N. **Governing Law and Venue:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue shall lie in Parker County, Texas.

- O. **Favored Nations:** If, after the Effective Date of this Agreement, CONTRACTOR enters into a new solid waste agreement or renews an existing solid waste agreement with any MUNICIPALITY or another municipality in Parker County, Texas under different or more favorable rates or terms than set forth herein, each MUNICIPALITY shall have the option to amend this AGREEMENT to provide the same rates or terms with respect to solid waste collection in the MUNICIPALITY. Such renewal or new solid waste agreement must be of reasonably similar services in terms of percentages of residential and commercial service, free services, and franchise fees.
- P. **Non-appropriation:** If the governing body of any MUNICIPALITY fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year and no such appropriation is legally made within two (2) weeks after demand by CONTRACTOR, an event of non-appropriation will have occurred, and such MUNICIPALITY may terminate this Agreement as of the current Fiscal Year. Nothing in this Agreement will be deemed in any way to obligate any MUNICIPALITY or create a debt of the MUNICIPALITY beyond its current Fiscal Year. CONTRACTOR has no right to compel any MUNICIPALITY to levy or collect taxes, to make any payments required hereunder, or to expend funds beyond the amount provided for in the then current Fiscal Year of the MUNICIPALITY.
- Q. **Performance Bond:** CONTRACTOR agrees that upon the execution of this Agreement and before beginning work, it shall make, execute, and deliver to each MUNICIPALITY a good and sufficient surety bond in a form furnished or approved by the MUNICIPALITY, to secure the faithful performance of the terms and conditions herein. Such bond shall cover each MUNICIPALITY and be in the total amount of One Hundred Thousand Dollars (\$100,000). The surety shall be a surety company duly authorized to do business in the State of Texas, and be approved by the MUNICIPALITY.
- R. **Independent Contractor:** It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work, duties, and rights granted herein, and that neither CONTRACTOR nor any person performing any of the work covered under this Agreement is in any respect an agent, servant, officer, or employer of any MUNICIPALITY. This Agreement specifies the work to be done by CONTRACTOR, but the method to be employed to accomplish this work shall be the exclusive responsibility of CONTRACTOR, and under CONTRACTOR's exclusive right of control. The doctrine of *respondent superior* shall not apply between any MUNICIPALITY and CONTRACTOR, or any of CONTRACTOR's agents, servants, employees, or subcontractor's and nothing herein shall be construed as creating a partnership or joint enterprise between any MUNICIPALITY and CONTRACTOR.
- S. **Judicial Interpretation:** Each MUNICIPALITY and CONTRACTOR agree that if any term or provision of this Agreement is submitted to a court for judicial interpretation, that such court shall not apply the presumption resulting from the rule of construction that a document or its contents is to be construed against the person or entity who prepared the same.
- T. **Immunity:** CONTRACTOR stipulates that each MUNICIPALITY is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability

under the Constitution and laws of the State of Texas. By entering into this Agreement, no MUNICIPALITY waives any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

U. **No Third Party Beneficiaries:** This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed to confer any rights, remedies or right of action upon any person or entity other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates, indicated below.

REPUBLIC WASTE SERVICES OF TEXAS, LTD.

David Harwell

By: David Harwell

Its: General Manager

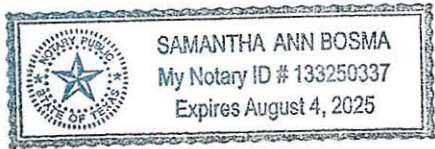
Dated: April 27th, 2023

STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared David Harwell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the General Manager of Republic Waste Services of Texas, Ltd., and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of April, 2023.



[Signature]
Notary Public in and for the State of Texas

Samantha Ann Bosma
Type or Print Notary's Name

My Commission Expires:

August 4th, 2025


CITY OF ALEDO, TEXAS

TOWN OF ANNETTA, TEXAS

By: [Signature]
Nick Stanley, Mayor
Dated: 4-13-23

By: [Signature]
Sandy Roberts, Mayor
Dated: _____

Attest: [Signature]
City Secretary


Attest: [Signature]
Town Secretary


TOWN OF ANNETTA NORTH, TEXAS

CITY OF ANNETTA SOUTH, TEXAS

By: [Signature]
Robert Schmidt, Mayor
Dated: 19 April, 2023

By: [Signature]
Charles Marsh, Mayor
Dated: APRIL 21, 2023

Attest: [Signature]
Town Secretary

Attest: [Signature]
City Secretary

CITY OF HUDSON OAKS, TEXAS

CITY OF WILLOW PARK, TEXAS

By: [Signature]
Tom Fitzpatrick, Mayor
Dated: March 23, 2023

By: [Signature]
Doyle Moss, Mayor
Dated: April 11, 2023

Attest: [Signature]
City Secretary

Attest: [Signature]
City Secretary




ATTACHMENT A

RENEWAL AND AMENDMENT TO JOINT SOLID WASTE AGREEMENT

This Renewal and Amendment to the Joint Solid Waste Agreement (“Renewal”) is made and entered into by and between the City of Aledo, Texas (“Aledo”), the Town of Annetta, Texas (“Annetta”), the Town of Annetta North, Texas (“Annetta North”), the City of Annetta South, Texas (“Annetta South”), the City of Hudson Oaks, Texas (“Hudson Oaks”), and the City of Willow Park, Texas (“Willow Park”), jointly referred to herein as the “Municipality,” each acting by and through its duly authorized Mayor and Republic Waste Services of Texas, Ltd. (“Contractor”) acting by and through its duly authorized officer. The Municipality and Contractor may be collectively referred to herein as the “Parties.”

WHEREAS, Annetta, Annetta North, Annetta South, Hudson Oaks, and Willow Park entered into that certain Joint Solid Waste Agreement with Contractor for solid waste collection, commencing May 1, 2016, for an initial term of five (5) years, with an automatic renewal for an additional two (2) years upon the same terms and conditions (the “Collection Agreement”); and

WHEREAS, the Collection Agreement was contingent upon Annetta, Annetta North, Annetta South, Hudson Oaks and Willow Park entering into a Joint Solid Waste Disposal Agreement (“Disposal Agreement”) with Waste Management of Texas, Inc. (“Waste Management”) for the exclusive disposal of all residential, commercial, and industrial solid waste generated in those municipalities; and

WHEREAS, such Disposal Agreement was entered into by Annetta, Annetta North, Annetta South, Hudson Oaks, and Willow Park with Waste Management, which Disposal Agreement terminates April 30, 2026; and

WHEREAS, Annetta, Annetta North, Annetta South, Hudson Oaks and Willow Park agree that the Disposal Agreement shall not be renewed, and that all disposal after April 30, 2026 will be the responsibility of the Contractor at a permitted TCEQ facility; and

WHEREAS, the Collection Agreement provided that Aledo could opt to join into the Collection Agreement through the execution of an interlocal cooperation agreement; however, the provisions of Article XIII (outside disposal fee) of the Collection Agreement would not apply to Aledo as Aledo is not a party to the Disposal Agreement; and

WHEREAS, Aledo did opt to join the Collection Agreement on or about March 24, 2016, through the execution of an interlocal cooperation agreement, effective May 1, 2016; and

WHEREAS, pursuant to this Renewal, the Parties desire to extend the Collection Agreement effective May 1, 2023 through April 30, 2026 to coincide with the termination of the Disposal Agreement, on the same terms and conditions except as may be amended in this Renewal; and

WHEREAS, the Parties desire to enter into a new Joint Solid Waste Agreement to begin May 1, 2026, which will be established through a separate agreement concurrent with this Renewal.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor hereby releases, holds harmless, and forever discharges Municipality from any and all liability, claims, damages, costs, expenses, losses, or causes of action of any kind whatsoever, whether asserted or unasserted, resulting from or arising out of the Collection Agreement prior to May 1, 2023.**

2. Except as specifically provided in this Renewal below, the terms and conditions of the Collection Agreement, as extended herein, remain in full force and effect.

3. Section I.A. of the Collection Agreement shall be amended to change the required minimum tons of solid waste to be disposed of from 35,000 tons to 19,000 tons.

4. Section I.B. of the Collection Agreement shall be amended to extend the term of the Collection Agreement from May 1, 2023 through April 30, 2026, with no provision for any further extension or renewal.

5. In Section III. of the Collection Agreement, the table of collections schedules for each Municipality shall be amended to add Aledo with solid waste collection services on Monday and Thursday and recycling services on Monday, each week, and the hours of service shall be amended from 7:00 a.m. to 6:00 p.m.

6. Section IV.A. of the Collection Agreement shall be amended to amend the Base Rates for residential service, C&D debris, and commercial service as set forth in Attachment A to this Renewal, such rates to begin May 1, 2023.

7. Section IV.B. of the Collection Agreement shall be amended to amend the Fixed Base Rate Escalation to provide for an annual increase in the Base Rates set forth in Attachment A to this Renewal as follows:

- May 1, 2024 4.0% increase
- May 1, 2025 4.0% increase

8. Section V.A. of the Collection Agreement shall be amended to add Aledo's billing and franchise fees such that Aledo shall be treated the same as Hudson Oaks and Willow Park.

9. Section V.A.3 and V.B.2 of the Collection Agreement shall each be amended to add the following sentence at the end of the existing second sentence:

“CONTRACTOR shall provide with each franchise fee payment the address associated with all gross billings for these MUNICIPALITIES.”

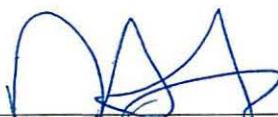
10. Section XI.A. “Indemnification” of the Collection Agreement is hereby amended to read as follows:

“A. **Indemnification:** CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND EACH MUNICIPALITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF BRUSH, C&D DEBRIS, DEBRIS, GARBAGE, TRASH, SOLID WASTE, REFUSE, OR RECYCLABLE MATERIALS UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS, AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, IF ANY. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND ANY MUNICIPALITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

CONTRACTOR SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY AND ALL INJURY OR DAMAGE TO MUNICIPALITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY A MUNICIPALITY IN ANY SUIT OR CLAIM AGAINST CONTRACTOR.

CONTRACTOR ADDITIONALLY ASSUMES ALL RESPONSIBILITY AND LIABILITY AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY BREACH OF MUNICIPALITY OBLIGATIONS UNDER

CITY OF ALEDO, TEXAS

By: 
Nick Stanley, Mayor


Dated: 4-13-23

Attest:


City Secretary



TOWN OF ANNETTA, TEXAS

By: 
Sandy Roberts, Mayor


Dated: _____

Attest:


Town Secretary




TOWN OF ANNETTA NORTH, TEXAS

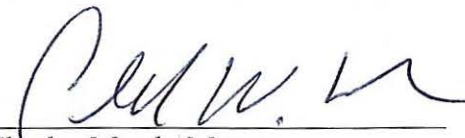
By: 
Robert Schmidt, Mayor

Dated: 14 April, 2023

Attest:


Town Secretary

CITY OF ANNETTA SOUTH, TEXAS


By: 
Charles Marsh, Mayor

Dated: APRIL 21, 2023

Attest:


City Secretary

CITY OF HUDSON OAKS, TEXAS

By: 
Tom Fitzpatrick, Mayor

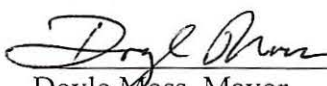
Dated: March 23, 2023

Attest:


City Secretary



CITY OF WILLOW PARK, TEXAS

By: 
Doyle Moss, Mayor

Dated: April 11, 2023

Attest:


City Secretary



ATTACHMENT A

BASE RATES

3-year Extension 2X MSW which includes BULK/BRUSH, 1X REC	Current Rate 5 Cities 2x per week	Current Rate Aledo 1x per week	May 2023 6 Cities	May 2024 6 Cities	May 2025 6 Cities
Residential MSW including bulk/brush collection and 95- gallon cart	\$12.32	\$10.41	\$12.94	\$13.45	\$13.99
Residential Recycling	\$4.47	\$4.47	\$4.69	\$4.88	\$5.08
Total Residential Base Rate	\$16.79	\$14.88	\$17.63	\$18.33	\$19.07
Cart Rental Fee	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15
Base Rate + Rental Fee	\$19.94	\$18.03	\$20.78	\$21.48	\$22.22

RENEWAL AND AMENDMENT TO JOINT SOLID WASTE AGREEMENT

This Renewal and Amendment to the Joint Solid Waste Agreement (“Renewal”) is made and entered into by and between the City of Aledo, Texas (“Aledo”), the Town of Annetta, Texas (“Annetta”), the Town of Annetta North, Texas (“Annetta North”), the City of Annetta South, Texas (“Annetta South”), the City of Hudson Oaks, Texas (“Hudson Oaks”), and the City of Willow Park, Texas (“Willow Park”), jointly referred to herein as the “Municipality,” each acting by and through its duly authorized Mayor and Republic Waste Services of Texas, Ltd. (“Contractor”) acting by and through its duly authorized officer. The Municipality and Contractor may be collectively referred to herein as the “Parties.”

WHEREAS, Annetta, Annetta North, Annetta South, Hudson Oaks, and Willow Park entered into that certain Joint Solid Waste Agreement with Contractor for solid waste collection, commencing May 1, 2016, for an initial term of five (5) years, with an automatic renewal for an additional two (2) years upon the same terms and conditions (the “Collection Agreement”); and

WHEREAS, the Collection Agreement was contingent upon Annetta, Annetta North, Annetta South, Hudson Oaks and Willow Park entering into a Joint Solid Waste Disposal Agreement (“Disposal Agreement”) with Waste Management of Texas, Inc. (“Waste Management”) for the exclusive disposal of all residential, commercial, and industrial solid waste generated in those municipalities; and

WHEREAS, such Disposal Agreement was entered into by Annetta, Annetta North, Annetta South, Hudson Oaks, and Willow Park with Waste Management, which Disposal Agreement terminates April 30, 2026; and

WHEREAS, Annetta, Annetta North, Annetta South, Hudson Oaks and Willow Park agree that the Disposal Agreement shall not be renewed, and that all disposal after April 30, 2026 will be the responsibility of the Contractor at a permitted TCEQ facility; and

WHEREAS, the Collection Agreement provided that Aledo could opt to join into the Collection Agreement through the execution of an interlocal cooperation agreement; however, the provisions of Article XIII (outside disposal fee) of the Collection Agreement would not apply to Aledo as Aledo is not a party to the Disposal Agreement; and

WHEREAS, Aledo did opt to join the Collection Agreement on or about March 24, 2016, through the execution of an interlocal cooperation agreement, effective May 1, 2016; and

WHEREAS, pursuant to this Renewal, the Parties desire to extend the Collection Agreement effective May 1, 2023 through April 30, 2026 to coincide with the termination of the Disposal Agreement, on the same terms and conditions except as may be amended in this Renewal; and

WHEREAS, the Parties desire to enter into a new Joint Solid Waste Agreement to begin May 1, 2026, which will be established through a separate agreement concurrent with this Renewal.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor hereby releases, holds harmless, and forever discharges Municipality from any and all liability, claims, damages, costs, expenses, losses, or causes of action of any kind whatsoever, whether asserted or unasserted, resulting from or arising out of the Collection Agreement prior to May 1, 2023.**

2. Except as specifically provided in this Renewal below, the terms and conditions of the Collection Agreement, as extended herein, remain in full force and effect.

3. Section I.A. of the Collection Agreement shall be amended to change the required minimum tons of solid waste to be disposed of from 35,000 tons to 19,000 tons.

4. Section I.B. of the Collection Agreement shall be amended to extend the term of the Collection Agreement from May 1, 2023 through April 30, 2026, with no provision for any further extension or renewal.

5. In Section III. of the Collection Agreement, the table of collections schedules for each Municipality shall be amended to add Aledo with solid waste collection services on Monday and Thursday and recycling services on Monday, each week, and the hours of service shall be amended from 7:00 a.m. to 6:00 p.m.

6. Section IV.A. of the Collection Agreement shall be amended to amend the Base Rates for residential service, C&D debris, and commercial service as set forth in Attachment A to this Renewal, such rates to begin May 1, 2023.

7. Section IV.B. of the Collection Agreement shall be amended to amend the Fixed Base Rate Escalation to provide for an annual increase in the Base Rates set forth in Attachment A to this Renewal as follows:

- May 1, 2024 4.0% increase
- May 1, 2025 4.0% increase

8. Section V.A. of the Collection Agreement shall be amended to add Aledo's billing and franchise fees such that Aledo shall be treated the same as Hudson Oaks and Willow Park.

9. Section V.A.3 and V.B.2 of the Collection Agreement shall each be amended to add the following sentence at the end of the existing second sentence:

“CONTRACTOR shall provide with each franchise fee payment the address associated with all gross billings for these MUNICIPALITIES.”


10. Section XI.A. “Indemnification” of the Collection Agreement is hereby amended to read as follows:

“A. **Indemnification:** CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND EACH MUNICIPALITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF BRUSH, C&D DEBRIS, DEBRIS, GARBAGE, TRASH, SOLID WASTE, REFUSE, OR RECYCLABLE MATERIALS UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS, AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, IF ANY. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND ANY MUNICIPALITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

CONTRACTOR SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY AND ALL INJURY OR DAMAGE TO MUNICIPALITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY A MUNICIPALITY IN ANY SUIT OR CLAIM AGAINST CONTRACTOR.

CONTRACTOR ADDITIONALLY ASSUMES ALL RESPONSIBILITY AND LIABILITY AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY BREACH OF MUNICIPALITY OBLIGATIONS UNDER

CITY OF ALEDO, TEXAS


By: 
Nick Stanley, Mayor
Dated: 4-13-23

Attest:


City Secretary



TOWN OF ANNETTA, TEXAS


By: 
Sandy Roberts, Mayor
Dated: _____

Attest:

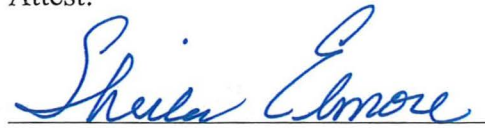

Town Secretary



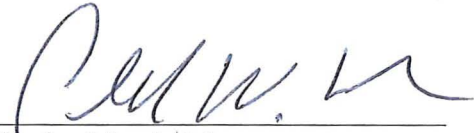
TOWN OF ANNETTA NORTH, TEXAS

By: 
Robert Schmidt, Mayor
Dated: 14 April, 2023

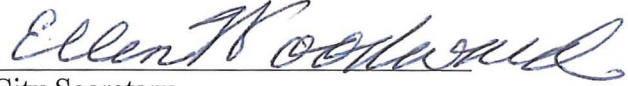
Attest:


Town Secretary


CITY OF ANNETTA SOUTH, TEXAS

By: 
Charles Marsh, Mayor
Dated: APRIL 21, 2023

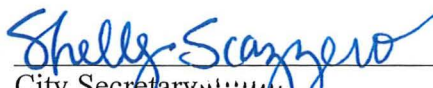
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City Secretary

CITY OF HUDSON OAKS, TEXAS

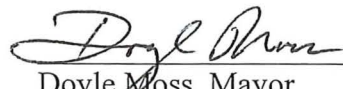
By: 
Tom Fitzpatrick, Mayor
Dated: March 23, 2023

Attest:


City Secretary

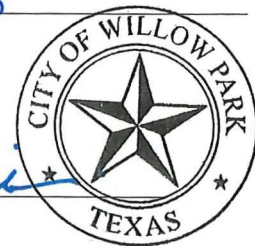


CITY OF WILLOW PARK, TEXAS

By: 
Doyle Moss, Mayor
Dated: April 11, 2023

Attest:


City Secretary



ATTACHMENT A
BASE RATES

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CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: June 9, 2026	Department: Community Development	Presented By: Gretchen Vazquez
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AGENDA ITEM: Consider Resolution No. 2026-27 adopting the City of Willow Park’s Title VI Non-discrimination Plan.

BACKGROUND:

The City of Willow Park as recipient of federal funds through the Texas Department of Transportation (TxDOT) is required to comply with various non-discrimination laws and regulations.

A Title VI Non-discrimination Plan has been developed to comply with the requirements and provisions of Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

This plan explains how the City of Willow Park will incorporate the requirements of Title VI and related legal authorities into its operations. The plan will be used as a reference and an informational resource for the public.

The plan will be updated every 3 years to reflect changes in Title VI compliance operations.

RECOMMENDATION:

Motion to adopt Resolution No. 2026-27 and the City of Willow Park’s Title VI Non-discrimination Plan.

EXHIBITS:

- Resolution
- Title VI Non-discrimination Plan

RESOLUTION No. 2026-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ADOPTING A TITLE VI NON-DISCRIMINATION PLAN IN COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR USE CITY WIDE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Willow Park is the recipient of federal financial assistance, either through direct grants and awards or via subgrants and awards administered by the state; and

WHEREAS, Title VI of the Civil Rights Act of 1964 and other federal laws prohibit discrimination in programs and activities receiving federal financial assistance, with granting agencies mandating certain program- or grant-specific assurances and other features for local compliance programs, also known as Title VI programs; and

WHEREAS, in the past the City has addressed Title VI compliance on a case-by-case or departmental basis with each applying department charged with ensuring compliance for its particular grants and awards; and

WHEREAS, it is desired to create a citywide Title VI Nondiscrimination Plan to enable uniform grant and award compliance, while also creating a single location to provide training, monitor compliance, and address discrimination complaints; and

WHEREAS, it is proposed that the new Title VI Nondiscrimination Plan be under the auspices of the City Manager who will have authority to sign the Plan, including any updates thereto; to designate one or more Title VI coordinators; to make non-substantive changes to the Plan as needed; and to periodically review and update the Plan in order to comply with changes in federal or state law.

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

Section 1. Findings.

The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. The City Council of the City of Willow Park hereby approves the Willow Park Texas Title VI Non-discrimination Plan attached hereto as Attachment "A" and the Plan is hereby incorporated into official City records to ensure compliance when the City is a recipient or sub-recipient of federal financial assistance; and

Section 3 The City Council hereby authorizes the City Manager to sign the Plan,

including any updates thereto, to verify their official status; to designate one or more Title VI coordinators; and to make non-substantive changes to the Plan as needed; and to periodically review and update the Plan in order to comply with changes in federal or state law.

Section 4. Severability Clause.

In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Willow Park, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. Effective Date.

This Resolution shall be effective upon its passage and approval by City Council.

DULY RESOLVED AND ADOPTED by the City Council of the City of Willow Park, Texas this the 9th day of June 2026.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary



Willow Park

TEXAS

Title VI

Non-discrimination Plan

**City of Willow Park
120 El Chico Trail, Suite A
Willow Park, Texas 76087**

June 2026

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Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance. Several other federal legal authorities supplement Title VI by extending protections based on age, sex, and disability. In addition, the Civil Rights Restoration Act of 1987 clarified Title VI enforcement by mandating that Title VI requirements apply to all programs and activities of federal-aid recipients regardless of whether any particular program or activity involves federal funds. Taken together, these laws require recipients and subrecipients of federal funds to ensure all programs and services are delivered to the public without discrimination.

City of Willow Park, Texas, as a recipient of federal financial assistance, will ensure full compliance with Title VI of the Civil Rights Act of 1964; 49 C.F.R. Part 21 (Department of Transportation Regulations for the Implementation of Title VI of the Civil Rights Act of 1964); 49 C.F.R. Part 21; and related statutes and regulations. City of Willow Park, Texas acknowledges it is subject to and will comply with Federal Highway Administration Title VI Assurances.

This plan explains how City of Willow Park, Texas incorporates the requirements of Title VI and related legal authorities into its operations. The plan will be used as a reference for City of Willow Park, Texas and an informational resource for the public.

The plan will be updated every 3 years to reflect changes in Title VI compliance operations.

Discrimination under Title VI

It is the responsibility of every City of Willow Park, Texas employee to prevent, minimize, and eradicate any form of discrimination. There are two types of discrimination prohibited under Title VI and its related statutes: (1) disparate treatment that alleges similarly situated persons are treated differently because of their race, color, or national origin (i.e., intentional discrimination); and (2) disparate impact/effects when a facially neutral policy, procedure, or practice results in different or inferior services or benefits to members of a protected group. The focus of disparate impact is on the consequences of a decision, policy, or practice rather than the intent.

Prohibited forms of discrimination may include, but not be limited to, the following:

- The denial of services, financial aid, or other benefits provided under a program;
- Distinctions in the quality, quantity, or manner in which a benefit is provided;
- Segregation or separation of persons in any part of the program;
- Restriction in the enjoyment of any advantages, privileges, or other benefits provided to others;
- Differing standards or requirements for participation;
- Methods of administration that directly or indirectly, or through contractual relationships would defeat or impair the accomplishment of effective nondiscrimination; or

- Discrimination in any activities or services related to a highway, infrastructure or facility built or repaired in whole or in part with federal funds.

City of Willow Park, Texas efforts to prevent such discrimination must address, but not be limited to, how a program or activity:

- Impacts the public;
- Provides accessibility;
- Provides equal access to benefits;
- Encourages participation;
- Provides services equitably;
- Initiates contracting and training opportunities;
- Investigates complaints;
- Allocates funding; and
- Prioritizes projects.

Authorities

The authorities applicable to City of Willow Park, Texas Title VI/Nondiscrimination Program include:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR Part 21** (entitled *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964*);
- **23 CFR Part 200** (FHWA’s Title VI/Nondiscrimination Regulation);
- **28 CFR Part 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and,
- **Texas Administrative Code §9.4, Civil Rights – Title VI Compliance**

Title VI Policy Statement

It is the policy of City of Willow Park, Texas that no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of City of Willow Park, Texas as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of City of Willow Park, Texas, including its contractors and anyone who acts on behalf of City of Willow Park, Texas. This policy also applies to the operations of any department or agency to which City of Willow Park, Texas extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

The nondiscrimination statement signed by Toni Fisher, Interim City Manager is included as **Attachment 1**.

Standard DOT Assurances

The U.S. DOT requires that federal financial assistance be provided on the condition that the recipient provides an assurance that its programs and activities will be conducted in compliance with Title VI of the Civil Rights Act of 1964. The requirement is located at 49 CFR 21.7(a). To support the implementation of this requirement, the U.S. DOT provided an assurances agreement in U.S. DOT Order 1050.2A that federal fund recipients and subrecipients must sign as a condition of receiving federal financial assistance.

The assurances agreement provides specific non-discrimination language, City of Willow Park, Texas, is required to include in bid solicitations or requests for proposal, contracts, and real estate agreements. City of Willow Park, Texas is committed to ensuring the necessary language is used as prescribed in the assurances agreement.

In accordance with this requirement, City of Willow Park, Texas has signed the U.S. DOT Standard Title VI/Non-Discrimination Assurances. The document is attached as **Attachment 1**.

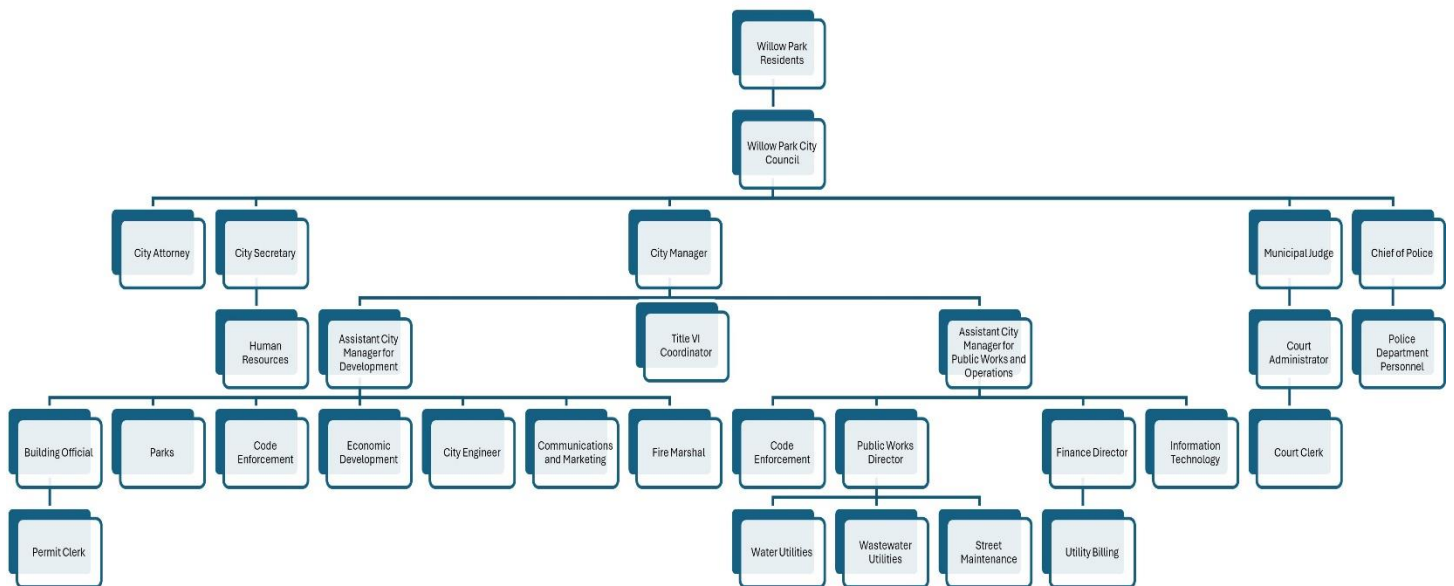
Organization and Staffing

Interim City Manager Toni Fisher is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 C.F.R. Part 200 and 49 C.F.R. Part 21.

City of Willow Park, Texas has assigned Toni Fisher, Interim City Manager, to perform the duties of the Title VI Coordinator and ensure implementation of the agency's Title VI program. The position of City Manager is located within Administration.

The Title VI Coordinator is responsible for:

- Maintaining and updating the Title VI plan on the agency’s behalf;
- Ensuring relevant agency staff receive necessary Title VI training;
- Ensuring prompt processing of Title VI complaints and referral to Texas Department of Transportation;
- Developing procedures for the collection and analysis of statistical data;
- Developing a program to conduct Title VI reviews of program areas; and
- Developing Title VI information for dissemination internally and externally;



Primary Program Area Descriptions & Review Procedures

The City of Willow Park, Texas engages in the following program areas:

Program Area and General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
<p>Right of Way: Issues public right of way permits for construction, transportation, business, and other activities.</p> <p>Coordinates relocation of citizens whose property has been acquired for a right of way.</p>	<p>Public right of way permits and relocations should not create unfair burdens.</p> <p>Collecting demographic data from property owners who may be subject to right of way activities.</p> <p>Ensuring property owners impacted by right of way activities are made aware of their right to be free from discrimination on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.</p>	<p>Reviewing permits and relocations to ensure nondiscrimination.</p> <p>Ensure demographic data is part of necessary right of way templates or forms.</p> <p>Ensure Title VI notice is consistently provided to property owners impacted by right of way activities.</p>
<p>Contracting: Develops and manages contracts and contracting opportunities, including specifications, bidding process, and contract execution.</p>	<p>Maintaining an open and fair bidding process for all contracts.</p> <p>Ensure Title VI Assurances appendices are included in contracts as specified within the assurances document.</p>	<p>Reviewing contracts for necessary Title VI language.</p> <p>Reviewing any available data on contract recipients to ensure nondiscrimination in contracting.</p> <p>Reviewing bidding procedures to ensure nondiscrimination and equal opportunity.</p>
<p>Planning: Short-term and long-term planning of transportation projects.</p>	<p>Ensuring comprehensive public participation to ensure all stakeholders have a chance to voice their opinions.</p> <p>Collecting demographic data from public engagement activities regarding demographics of public participants. Providing language access as needed.</p>	<p>Review planning decisions to ensure nondiscrimination.</p> <p>Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities. Documenting language access requests.</p>
<p>Public Engagement: Coordinates public engagement activities for planning and project development, as well as relationship-building engagement activities.</p>	<p>Comprehensive public participation to ensure all stakeholders have an opportunity to voice their opinions.</p> <p>Collecting demographic data from public engagement activities regarding demographics of public participants.</p> <p>Providing language access as needed.</p> <p>Disseminating Title VI information to the public to ensure they are aware of their rights to be free from discrimination.</p>	<p>Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities.</p> <p>Reviewing public engagement activities periodically to determine whether engagement opportunities were offered to all communities.</p> <p>Documenting language access requests.</p>

<p>Maintenance: Services roadways and right of ways, including, but not limited to, providing: Repair Signage Drainage Snow and ice removal</p>	<p>Ensuring no communities are subject to a disparate lack of maintenance services based on a protected class.</p>	<p>Reviewing resources provided to the community and determining whether any protected class communities have disproportionately benefited or been harmed by the delivery of maintenance services.</p>
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Data Collection and Analysis

Program Area	Type of Data Collected & Process for Collecting	Purpose for Collecting the Data
Right of Way	Collecting demographic data from property owners who may be subject to right of way activities by including inputs for demographic data on the field title report form.	Ensuring right of way activities do not disproportionately affect individuals or groups based on a protected class status.
Contracting	Identifying contractors who are a: Disadvantaged Business Enterprise (DBE) Historically Underutilized Business (HUB) Small Business Enterprise (SBE)	Ensuring equal opportunity in contracting to all individuals and groups.
Planning	Reviewing data from the U.S. Census Bureau and other credible sources to determine demographic make-up of the local community.	Ensuring project impacts do not disproportionately impact any individuals or groups based on a protected class status.
Public Engagement	Reviewing data from the U.S. Census Bureau and other credible sources to determine demographic make-up of the local community. Providing demographic questionnaires to public engagement participants and including demographic questions in public surveys.	Ensuring communications and interactions with the public sufficiently reach all local demographics.
Maintenance	Reviewing maintenance activities by geography and demographic makeup of communities receiving the maintenance services	Ensuring no communities are subject to a disparate lack of maintenance services based on a protected class.

Potential sources of data and analysis tools include:

- Census Data
- American Community Survey
- School Districts
- Forms or Surveys from the public
- Field Observations

Title VI Complaint Procedures

Scope of Title VI Complaints

No person or groups of persons shall, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by City of Willow Park, Texas, and its contractors on the grounds of race, color, or national origin.

The scope of Title VI covers all internal and external activities of City of Willow Park, Texas.

The following types of actions are prohibited under Title VI protections (See [49 C.F.R. 21.5](#)):

- Excluding individuals or groups from participation in programs or activities
- Denying program services or benefits to individuals or groups
- Providing a different service or benefit or providing them in a manner different from what is provided to others
- Denying an opportunity to participate as a member of a planning, advisory or similar body that is an integral part of the program
- Retaliation for making a complaint or otherwise participating in any manner in an investigation or proceeding related to Title VI of the Civil Rights Act of 1964

How to File a Formal Title VI Complaint

Any person(s) or organization(s) believing they have been discriminated against on the basis of the protected classes stated above by City of Willow Park, Texas or its contractors may file a Title VI complaint.

Discrimination complaints **must be received no more than 180 days after the alleged incident** unless the time for filing is extended by the processing agency.

Complaints should be in writing and signed and may be filed by mail, fax, in person, or e-mail. A complaint should contain the following information:

- A written explanation of the alleged discriminatory actions;
- The complainant's contact information, including, if available: full name, postal address, phone number, and email address;
- The basis of the complaint (e.g., race, color, national origin, etc.);
- The names of specific persons and respondents (e.g., agencies/organizations) alleged to have discriminated;
- Sufficient information to understand the facts that led the complainant to believe that discrimination occurred in a program or activity that receives Federal financial assistance; and
- The date(s) of the alleged discriminatory act(s) and whether the alleged discrimination is on-going.

Complainants are encouraged to submit complaints directly to the Texas Department of Transportation (TxDOT).

Complaints can also be filed by completing and submitting City of Willow Park, Texas' Title VI Complaint Form available at <https://www.willowparktx.gov/> or by sending an email or letter with the necessary information to:

City of Willow Park, Texas

Mailing Address: 120 El Chico Trl, Suite A, Willow Park, TX 76087

Email: tfisher@willowpark.org

Phone: 817-441-7108

If necessary, the complainant may call the phone number above and provide the allegations by telephone. The Title VI Coordinator will transcribe the allegations of the complaint as provided over the telephone and send a written complaint to the complainant for correction and signature.

Complaints can also be filed directly with the following agencies:

Federal Highway Administration

U.S. Department of Transportation Office of Civil Rights
HCR-20, Room E81-320
1200 New Jersey Avenue, SE
Washington, DC 20590
Email: CivilRights.FHWA@dot.gov

Federal Highway Administration – Texas Division

Attn: Civil Rights Specialist
300 E. 8th Street
Austin, Texas 78701

Texas Department of Transportation

Civil Rights Division
Attn: Title VI Program Administrator
125 E. 11th Street
Austin, Texas 78701

After submitting a complaint, the complainant will receive correspondence informing them of the status of the complaint within ten (10) business days from City of Willow Park, Texas or other agency receiving the complaint.

Complaints received by City of Willow Park, Texas' Title VI Coordinator are forwarded to the TxDOT Office of Civil Rights (OCR). TxDOT OCR will forward the complaint to the FHWA Texas Division Office, along with a preliminary processing recommendation. The FHWA Texas Division Office will forward the complaint to FHWA Headquarters Office of Civil Rights (HCR).

FHWA HCR is responsible for all determinations regarding whether to accept, dismiss, or transfer Title VI complaints. There are four potential outcomes for processing complaints:

- **Accept:** if a complaint is timely filed, contains sufficient information to support a claim under Title VI, and concerns matters under the FHWA’s jurisdiction, then HCR will send to the complainant, the respondent agency, and the FHWA Texas Division Office a written notice that it has accepted the complaint for investigation.
- **Preliminary review:** if it is unclear whether the complaint allegations are sufficient to support a claim under Title VI, then HCR may (1) dismiss it or (2) engage in a preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.
- **Procedural Dismissal:** if a complaint is not timely filed, is not in writing and signed, or features other procedural/practical defects, then HCR will send the complainant, respondent, and FHWA Texas Division Office a written notice that it is dismissing the complaint.
- **Referral\Dismissal:** if the complaint is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter or (2) lacks jurisdiction over the respondent entity, then HCR will either dismiss the complaint or refer it to another agency that does have jurisdiction. If HCR dismisses the complaint, it will send the complainant, respondent, and FHWA Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

Complaints are not investigated by City of Willow Park, Texas. FHWA HCR is responsible for investigating all complaints. FHWA HCR may also delegate the investigation to TxDOT OCR, who would then conduct all data requests, interviews, and analysis and create a Report of Investigation (ROI). TxDOT OCR will have sixty (60) business days from the date the investigation is delegated to prepare the ROI and send it to HCR. HCR will review the ROI and compose a Letter of Finding based on the ROI.

For further information about the FHWA investigation process and potential complaint outcomes, please visit the [Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964](#).

Complaint Log

City of Willow Park, Texas maintains a complaint log to document all activity related to the complaint.

Information captured includes:

- Complainant's name, and if provided, race, color, and national origin;
- Respondent's name;
- Basis(es) of the discrimination complaint;
- Allegation(s)/Issue(s) surrounding the discrimination complaint;
- Date the discrimination complaint was filed;
- Date the investigation was complete;
- Disposition;
- Disposition date; and
- Other pertinent information.

Notice of Rights

In accordance with 23 CFR 200.9(a)(12), City of Willow Park, Texas is required to develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English. Notice of City of Willow Park, Texas Title VI policies and procedures are listed in places such as Public Notice Board outside of City Hall and City of Willow Park, Texas website.

Notification to Beneficiaries

City of Willow Park, Texas website is continuously updated to ensure Title VI information is readily accessible to the public. The website informs the public of their rights under Title VI and provides information on how to file a complaint. Title VI information available on City of Willow Park, Texas *Web* site includes:

- City of Willow Park, Texas Title VI/Nondiscrimination Plan
- Title VI Nondiscrimination Agreement
- Title VI and Related Statutes Nondiscrimination Statement
- Title VI Nondiscrimination Assurances
- TxDOT's External Discrimination Complaint Form
- City of Willow Park, Texas Language Assistance Plan

Public Involvement

It is the goal of City of Willow Park, Texas to provide continuous, effective and transparent access to all stakeholders. City of Willow Park, Texas strives to inform all stakeholders about proposed plans and projects and seeks input when appropriate. City of Willow Park, Texas utilizes the following methods to communicate information regarding upcoming activities and opportunities for public and stakeholder participation in the planning process:

- NEWSLETTER/MAILINGS
- EMAIL BLASTS
- ONLINE ENGAGEMENT PLATFORMS
- MEDIA RELEASES
- VISUALIZATION PRESENTATIONS/TECHNIQUES
- LOCAL COMMUNITY PUBLIC MEETINGS
- CITY OF WILLOW PARK, TEXAS WEB SITE

Traditionally underserved communities can find it more difficult to engage with decision making entities due to scheduling conflicts, lack of transportation to public involvement events, language barriers, lack of childcare, etc. Genuine public involvement takes place at all levels and so City of Willow Park, Texas aims to identify communities that may be affected by a project in order to plan appropriately and effectively for the potentially impacted groups. Sources of data used were listed above in the Data Gathering section. City of Willow Park, Texas specifically uses the following sources to identify minority and populations with limited English proficiency.

- US CENSUS TABLE P9 – HISPANIC OR LATINO AND NOT HISPANIC OR LATINO BY RACE
- ACS TABLE C16001 – LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER

City of Willow Park, Texas will use the following techniques to ensure that all members of the community have the opportunity to participate in the decision-making process:

- HOLDING MEETINGS AT DIFFERENT TIMES OR ON THE WEEKEND
- HOLDING MEETINGS AT LOCATIONS IN NEIGHBORHOODS LIKE CHURCHES OR PARKS
- PROVIDING VIRTUAL OPTIONS
- TRANSLATING DOCUMENTS INTO LANGUAGES OTHER THAN ENGLISH
- HOLDING EVENTS ACCESSIBLE BY PUBLIC TRANSPORTATION

Language Assistance and Limited English Proficiency

Individuals with Limited English Proficiency (LEP) are those who do not speak English as their primary language and have a limited ability to read, write, speak, or understand English as a result of their national origin. Under Title VI, these individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

Per USDOT LEP guidance, as outlined on FHWA's Civil Rights website, recipients of federal funds are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors.

Four-Factor Analysis

Factor 1: Number or proportion of LEP persons eligible to be served or likely to be encountered by the City:

The greater the number or proportion of LEP persons served or encountered, the more likely language services are needed. For the assessment to be accurate it must also include all communities that are eligible for services or are likely directly affected by the City's programs or activities, not only those that live next to a project.

The first step in determining the appropriate components of a Language Assistance Plan is understanding the proportion of LEP persons who may encounter the City's services, their literacy skills in English and their native language, the location of their communities and neighborhoods and, more importantly, if any are underserved as a result of a language barrier.

The City evaluated the level of English proficiency and to what degree people in its service area speak a language other than English and which languages are spoken. Data for this review is derived from the United States Census and the American Community Survey. The census data for 2020 was utilized in the table below.

Overview

The City of Willow Park, Texas encompasses approximately 6.43 square miles and is home to 5,688 people representing 5 different language groups. Of the total city population 5 years old and older (5,688), 107 or 1.9% of residents, report speaking English less than very well. A breakdown of the language groups, and those speaking English less than very well, are shown below.

	Willow Park city, Texas	
Label	Estimate	Margin of Error
Total:	5,688	±156
Speak only English	5,304	±251
Spanish:	178	±107
Speak English "very well"	161	±101
Speak English less than "very well"	17	±27
French, Haitian, or Cajun:	11	±17
Speak English "very well"	11	±17
Speak English less than "very well"	0	±21
German or other West Germanic languages:	120	±167
Speak English "very well"	50	±58
Speak English less than "very well"	70	±114
Russian, Polish, or other Slavic languages:	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Other Indo-European languages:	75	±117
Speak English "very well"	55	±86
Speak English less than "very well"	20	±31
Korean:	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Chinese (incl. Mandarin, Cantonese):	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Vietnamese:	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Tagalog (incl. Filipino):	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Other Asian and Pacific Island languages:	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Arabic:	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Other and unspecified languages:	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21

Safe Harbor Provision

The U.S. Department of Transportation (U.S. DOT) has adopted the U.S Department of Justice's Safe Harbor Provision. This provision outlines circumstances that can provide a "safe harbor" for U.S. DOT recipients (and sub-recipients) regarding translation of vital documents. Specifically, if a recipient provides written translation of vital documents for each LEP group that constitutes the lesser of 1,000 persons or five percent (5%) of the total population eligible to be served or likely to be affected or encountered, such action is considered strong evidence of compliance with the recipient's written translation obligations.

The Safe Harbor Provision only applies to the translation of written documents. It does not affect the agency's requirement to provide meaningful access to LEP individuals through oral language services.

A vital document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

The data above shows that no language meets the Safe Harbor threshold. The City of Willow Park, Texas is home to 178 people (3.1% of the population) who speak Spanish. The number of people who speak other languages and English less than very well all comprise around 3.6% of the population, with the largest being German at 120 people being 2.1%.

Designation of Vital Documents

The City of Willow Park does not meet the Safe Harbor provision at this time, but documents can be translated upon request. Based on the limited population of Spanish speakers who also speak English less than very well, the City of Willow Park, Texas designates the following as Vital Documents which will be translated to Spanish. Title VI Policy Statement, Title VI Complaint Form, and Title VI Complaint Procedures.

Factor 2: Frequency with which LEP individuals come in contact with the City:

Consider how frequently encounters with LEP individuals may occur. Additionally, consider events or work projects in the next year, which may increase the frequency with which LEP encounters may occur. Some consideration should be given to City policies, programs, events and projects planned for the next year but generally the nature and importance of LEP encounters should be considered on a project-by-project basis. Moving forward, the City of Willow Park, Texas plans to collect data on the frequency in which LEP persons come into contact with the City's various departments and programs. The Title VI Coordinator will create an annual survey to be sent to each department. Departments will collect data on their contacts with people who need language assistance, and the Title VI Coordinator will review and analyze this data each year. Departments will also be asked to log their use of any type of translation or interpretation services. Thus, by the time this Program is due for an update, the City of Willow Park, Texas will be able to utilize the data on language access needs to help direct future efforts and planning.

Factor 3: The Nature and Importance of the City's Programs, Activities, or Services to People's Lives:

While upcoming TxDOT policies, programs, events, and projects should be taken into account when evaluating potential encounters with Limited English Proficiency (LEP) individuals, it is essential to assess each situation on a project-by-project basis. The nature and importance of LEP interactions may vary depending on the scope, location, and community impact of each project. By evaluating the specific characteristics and potential community impact of each initiative, the City of Willow Park, Texas can take appropriate, reasonable steps to ensure that LEP populations receive meaningful access to information and services, in compliance with Title VI requirements.

Factor 4: The Interpretation Services Available to the City of Willow Park, Texas:

The City of Willow Park, Texas reviewed its available resources that could be used for providing LEP assistance. We have staff available who can translate Spanish. Google translate is able to be utilized to provide quick introductory services. If there is more technical or detailed information that needs to be communicated, a professional translator or interpreter shall be contacted.

A general four-factor analysis will help anticipate and prepare for what may be needed; however meaningful four-factor analysis can only occur on a project-by-project basis. When preparing to publish a document, launch a campaign, hold a public meeting, etc., a focused four-factor analysis should be conducted to determine what type of language assistance is needed.

Training

City of Willow Park, Texas will ensure that its staff understand Title VI of the Civil Rights Act of 1964 and how it may apply to their work. The following options are available for providing training:

Review of the City of Willow Park, Texas Title VI Plan

- Attendance at any available Title VI trainings provided by the Texas Department of Transportation, U.S. Department of Transportation or its applicable operating administrations, or the U.S. Department of Justice.
- Viewing the video [Understanding and Abiding by Title VI of the Civil Rights Act of 1964](#) produced by the U.S. Department of Justice

City of Willow Park, Texas will maintain records indicating that staff have received sufficient training on a periodic basis.



Title VI Nondiscrimination Policy Statement and Assurances

The City of Willow Park, Texas (herein referred to as the "Recipient"), as a recipient of federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City of Willow Park, Texas programs or activities.

The City of Willow Park, Texas, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- *Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);*
- *49 C.P.R. Part 21 (entitled Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);*
- *28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);*

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from U.S. DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.



Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted U.S. DOT programs:

1. The Recipient agrees that each "activity", "facility", or "program", as defined in § 21.23(b) and 21.23(e) or 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Act and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all US Transportation Programs, and in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and Appendix E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.



7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties;
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods.
 - a. The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. The period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this Assurance, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the U.S. DOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the U.S. DOT. You must keep records, reports, and submit the material for review upon request to U.S. DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. DOT under all Department of Transportation Programs. This assurance is binding on Texas, other recipients, subrecipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is/are authorized to sign this assurance on behalf of the Recipient.

Toni Fisher, CPM
Interim City Manager

Date



Please submit completed form to:

Title VI Coordinator: Toni Fisher
Willow Park, Texas City Hall
120 El Chico Trl, Suite A
Willow Park, TX 76087
Email: tfisher@willowpark.org

Last Name: _____ First Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Main Phone Number: _____ Alternative Phone Number: _____

Email Address: _____

Please indicate the basis of your complaint:

- Race _____
- National Origin _____
- Color _____
- Other Class _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary).

The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint (*attach additional pages, if necessary*):

Name	Address	Telephone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following?

If yes, please provide the filing dates. Check all that apply.

- U.S. Department of Transportation Date Filed: _____
- Federal Highway Administration Date Filed: _____
- Federal Transit Administration Date Filed: _____
- Office of Federal Contract Compliance Programs Date Filed: _____
- Texas Department of Transportation Date Filed: _____
- U.S. Equal Employment Opportunity Commission Date Filed: _____
- U.S. Department of Justice Date Filed: _____
- Other: _____ Date Filed: _____

Have you discussed the complaint with any City of Willow Park, TX representative? _____

If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and/or photographs, if applicable, that you believe will assist with an investigation.

We cannot accept an unsigned complaint. Please sign and date the complaint form below.

Complainant's Signature

Date



Por favor entregar forma completa a:

Title VI Coordinator: Toni Fisher
Willow Park, Texas City Hall
120 El Chico Trl, Suite A
Willow Park, TX 76087
Email: tfisher@willowpark.org

Apellido: _____ Nombre: _____
Dirección Física: _____
Ciudad: _____ Estado: _____ Código postal: _____
Número teléfono principal: _____ Número teléfono alternativo: _____
Dirección de correo electrónico: _____

Por favor indicar la base de su queja:

Raza _____ Origen nacional _____
 Color _____ Otra clase _____

Fecha y lugar de presunto comportamiento discriminatorio. Por favor incluir la fecha más temprana de discriminación y el fecha más reciente de discriminación.

¿Cómo tú fuiste discriminado? Describe la naturaleza de la acción, decisión, o condiciones de la supuesta discriminación. Explique con la mayor claridad posible qué sucedió y por qué cree que su estatus de protección (base) influyó en la discriminación. Incluya cómo otras personas fueron tratadas de manera diferente a usted. (Incluir páginas adicionales, si es necesario).

La ley prohíbe la intimidación o represalia contra cualquier persona que haya tomado medidas o participado en una acción para asegurar derechos protegidos por estas leyes. Si tú sientes que han habido represalias en contra tuya, diferente a la discriminación anterior, explique las circunstancias a continuación. Explique qué acción tomó que, según su opinión, causó la presunta represalia.

Nombres de individuos responsables por el comportamiento discriminatorio:

Nombres de personas (testigos, compañeros de empleo, supervisores, u otros) a quien nosotros podemos contactar para Información adicional para verificar o aclarar su queja *(Incluir páginas adicionales, si es necesario)* :

Name	Address	Telephone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

¿Ha presentado or desea presentar una queja acerca de este asunto con alguno de los siguientes?

Indique las fechas. Marque todas las que correspondan.

- Departamento de Transportación de Estados Unidos Fecha : _____
- Administración Federal de Carreteras Fecha: _____
- Administración Federal de Tránsito Fecha: _____
- Oficina de Programas de Cumplimiento de Contratos Federales Fecha: _____
- Departamento de Transportación de Texas Fecha: _____
- Comisión de Igualdad de Oportunidades de Empleo de EU Fecha : _____
- Departamento de Justicia de Estados Unidos Fecha: _____
- Otro: _____ Fecha: _____

¿Ha discutido la queja con cualquier representante de la Ciudad de Willow Park, Texas, sí o no? _____

Si la contestación es sí, favor de proveer el nombre, posición de empleo, y fecha de discusión.

Brevemente explique qué remedio o acción, esta buscando para la presunta discriminación.

Por favor provea cualquier información adicional y/o fotografías, necesaria o que pueda asistir con la investigación.

No podemos aceptar una queja q no este firmada. Favor de firmar y poner fecha abajo.

Demandante

Fecha

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of

another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies, and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Clauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Willow Park, TX will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all DOT programs, and the policies and procedures prescribed by FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto City of Willow Park, TX the all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Willow Park, TX and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another

purpose involving the provision of similar services or benefits and will be binding on the City of Willow Park, TX, its successors and assigns.

The City of Willow Park, TX, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Willow Park, TX will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

Clauses for Transfer or Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Willow Park, TX will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, City of Willow Park, TX will have the right to enter or re-enter the lands and

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Willow Park, TX and its assigns. *

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, City of Willow Park, TX will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above non-discrimination covenants, City of Willow Park, TX will there upon revert to and vest in and become the absolute property of City of Willow Park, TX and its assigns. *

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

Contractor Non-Discrimination Agreement

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: June 9, 2026	Department: Admin	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion and act on the FY 2026-2027 Budget Calendar.

BACKGROUND:

Attached is the proposed budget calendar adoption for the FY 2026- 2027 budget. Council will need to decide when they would like to have budget workshops. The options are as follows:

Option 1- Beginning of regular council meetings on July 14 (Enterprise Funds) and July 28 (General Fund & I/S)

Option 2- July 11 (a Saturday), start at 9:00 in the morning and go until all funds have been completed.

Option 3- July 18 (a Saturday), start at 9:00 in the morning and go until all funds have been completed.

Two important dates to keep in mind:

- 1. We will adopt the budget on September 8, 2026.**
- 2. We will hold a Budget & Tax Rate Public Hearing on August 28, 2026.**

We will need 4 out of 5 of the City Council members present to vote. The mayor does not constitute a quorum to meet this requirement. If there is a conflict on these dates, please let me know as soon as possible so we can change/ move the dates.

SUGGESTED MOTION: I move to adopt the FY 2026- 2027 Budget Calendar.

DRAFT

**CITY OF WILLOW PARK BUDGET CALENDAR
FISCAL YEAR 2026 - 2027**

JULY 14: City Council Budget Workshop on all Enterprise Funds

JULY 28: City Council Budget Workshop on General Fund & I/S

Or

JULY 11 or 18 (Saturday): All Funds (General Fund, I/S, Enterprise)

ON OR BEFORE JULY 24: FILE PROPOSED BUDGET WITH CITY SECRETARY

The proposed budget must contain a special cover page if the budget raises more total property taxes than the previous year. The City Secretary must post the proposed budget on the City's website. Additionally, the proposed budget must include a line item comparing expenditures in the proposed budget and actual expenditures in the preceding year for: (1) notices required to be published in the newspaper; and (2) directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Gov't Code Section 305.002 (See Tex. Loc. Gov't Code Section 140.0045).

JULY 25: CAD DEADLINE TO PROVIDED CERTIFIED APPRAISAL TAX ROLL

This is an important date because it will give staff information from the CAD (Comptroller) to determine the M/O and I/S Tax Rates.

AUGUST 25: DISCUSSION OF TAX RATE; COUNCIL HOLDS A RECORD VOTE ON APPROVING PROPOSED TAX RATE; SET DATE TO CONDUCT PUBLIC HEARING ON BUDGET AND TAX RATE FOR SEPTEMBER 8, 2026

AUGUST 28: PUBLISH NOTICE OF BUDGET PUBLIC HEARING IN COMMUNITY NEWS FOR PUBLIC HEARING ON SEPTEMBER 8; PUBLISH NOTICE OF PUBLIC HEARING ON TAX RATE IN THE COMMUNITY NEWS

The notice of budget public hearing may not be published earlier than the 30th day before the public hearing and not later than the 10th day before the budget hearing. The hearing notice must contain specific information about property tax increases per Tex. Loc. Gov't Code Section 102.0065(d).

Post notice that the tax rate that will exceed the no-new-revenue rate continuously on the City's website and publish in newspaper. The notice must be posted continuously on the City's website for at least 7 days immediately before the public hearing on the proposed tax rate increase and the vote on the proposed tax rate. (Tax Code Section 26.065). The notice must contain the content required in Tax Code Sections 26.06(b-1), (b-2), and (b-3). The notice of tax rate hearing if the proposed tax rate will exceed the no-new-revenue rate, must be published at least 5 days before the public hearing on the tax rate.

SEPTEMBER 8: COUNCIL WILL CONDUCT PUBLIC HEARING ON BUDGET; FOLLOWING THE PUBLIC HEARING THE CITY COUNCIL VOTES TO ADOPT BUDGET; COUNCIL WILL CONDUCT PUBLIC HEARING ON TAX RATE; FOLLOWING THE PUBLIC HEARING, COUNCIL VOTES TO ADOPT TAX RATE

The City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. The budget must contain a special cover page in accordance with the requirements of LGC Section 102.007(d). The adopted budget, including the cover page, must be posted on the City's website, along with an appendix that sets out the tax rate calculation forms used by the designated officer or employee to calculate the City's no new revenue tax rate and the voter approval tax rate.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: 6/9/2026	Department: Public Works	Presented By: Chase McBride
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AGENDA ITEM

Discussion/Action: **To approve Public Works Department’s surplus items for auction.**

BACKGROUND:

The Public Works Department has a surplus of small and minor equipment that is 15 plus years old that we no longer use due to failure or has been replaced over the years.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To approve the sale of surplus items at auction.

EXHIBITS:

Pictures of the item list.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	















CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: June 9 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Mgr.
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AGENDA ITEM:

Discussion/Action: to approve software contract with GovWell Technologies, Inc.

BACKGROUND:

Mayor and Council,

Over the past couple years, City staff and IT have evaluated **multiple** software solutions to improve the experience of permitting, inspections, plan review, code enforcement, and interdepartmental coordination across the community development operations.

Currently each department uses the same software for permit, planning, and building review, as well as separate software tailored to specific departmental need, but lacks integration and duplicates efforts.

GovWell provides a modern system that consolidates permitting, inspections, code enforcement, electronic plan review, document management, workflow automation, and public-facing online services into one place.

The software is designed specifically for local governments and is intended to significantly improve internal efficiency while also creating substantially better experience for residents, contractors, and applicants interacting with the city. This will give staff the opportunity to combine software costs and remove unnecessary costs prior to the upcoming budget workshops.

STAFF RECOMMENDATION:

City Staff have reviewed the contract and recommend its approval.

EXHIBITS:

- Contract with GovWell

RECOMMENDED MOTION:

Motion to approve software contract with GovWell Technologies, Inc.

GOVWELL ORDER FORM

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: City of Willow Park, TX	Effective Date:
Customer Contact Name: Toni Fisher	Customer Contact Email: tfisher@willowpark.org
Customer Contact Phone: 817-441-7108 ext. 122	Billing Contact Name:
Billing Contact Email:	Billing Contact Phone:

1. SOFTWARE MODULES AND SERVICES

The table below outlines the GovWell software modules and services included in Customer’s purchase:

Software Module	Description	Annual Subscription Fee	Deployment Services Fees	Data Migration Services	Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, plan review, and certificates of occupancy for vertical construction. Does not include site development, engineering permits, or contractor licensing.	\$10,000	\$4,000	Data + Files	\$1,000
Contractor Registration	Manage contractor registrations/licenses and renewals for contractors seeking to pull building permits. Tracks insurance verification and license status.	\$1,000	\$0	None	N/A
Code Enforcement	Manage code enforcement cases for property maintenance, nuisance, and zoning violations. Does not include lien tracking, parking tickets or rental registration programs.	\$8,000	\$4,000	Data + Files	\$1,000
Planning & Zoning	Manage discretionary land use applications requiring staff review or public hearings. Does not include building permits or engineering permits.	\$7,000	\$3,000	Data + Files	\$1,000

Business Licenses	Manage business licenses and collect revenue for the right to operate within the jurisdiction. Covers general business registration and annual renewals. Does not include contractor licenses, liquor licenses, cannabis licenses or health permits.	\$5,000	\$2,000	Data + Files	\$1,000
Fire Permits	Manage fire protection system installation permits for alarms, sprinklers, and suppression systems. Does not include annual fire inspections, ongoing system testing, or building permits.	\$3,000	\$0	Data + Files	\$1,000
Fire Inspections	Manage recurring fire safety inspections and fire code compliance for commercial buildings. Does not include fire protection system installation permits or building permits.	\$2,000	\$0	Data + Files	\$1,000
CEO Discount	GovWell CEO grants discount on annual subscription & deployment fees (if signed by June 13th, 2026)	(\$5,000)	(\$4,000)		(\$6,000)
AI Community Assistant - Premium (1 year trial)	Provide 24/7 support to your community in 80+ languages.	\$5,000 \$0	N/A	N/A	N/A
TOTALS		\$31,000	\$9,000		\$0

2. SCOPE OF WORK

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell’s obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

Item	Quantity / Scope
Deployment Services	65 hours, conducted via Zoom.
Data Migration Services	47 hours
Staff Training	Fourteen (14) 60-minute sessions conducted via Zoom
Continuous Deployment Services	20 hours / year
Product Support	Included for free.

3. INITIAL TERM

For AI Community Assistant: One (1) year, beginning on Effective Date.

For all other modules: Three (3) years, beginning on the Effective Date.

4. SUMMARY OF FEES AND TERMS

Item	Description
Deployment & Data Migration Services Fees (one-time)	\$13,000 \$9,000 (if signed by June 13, 2026)
Annual Subscription Fees	\$36,000 \$31,000 (if signed by June 13, 2026)
Total Year 1 Cost	\$49,000 \$40,000 (if signed by June 13, 2026)
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing. Invoice schedule: <ul style="list-style-type: none"> • \$9,000, invoiced on Effective Date • \$31,000, invoiced on October 1, 2026 • \$31,000 invoiced on October 1, 2027 • \$31,000 invoiced on October 1, 2028
Renewal Procedure	Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date

5. NON-APPROPRIATION CLAUSE.

GovWell acknowledges the City of Willow Park's obligation to make payments under this Agreement is contingent upon the appropriation by the City Council of funds sufficient for each budget year in which this Agreement remains in effect.

For the avoidance of doubt, the Customer shall use reasonable and good faith efforts to obtain and include in its annual budget appropriations sufficient to satisfy its payment obligations for each fiscal year during the Term of this Agreement. In the event the Customer fails to appropriate funds sufficient to continue this Agreement, it may terminate this Agreement without additional cost or penalty only by providing no less than sixty (60) days' prior written notice to GovWell. Such notice shall include documentation or certification from the Customer's authorized fiscal officer confirming that the non-appropriation results from a bona fide lack of funding and not for reasons of convenience.

The Customer agrees that non-appropriation shall not be used as a substitute for termination for convenience, and that this Agreement may not be replaced with functionally similar products or services prior to the expiration of the Term set forth herein. The Customer shall remain obligated to pay GovWell for all amounts due for services rendered and any non-cancelable commitments incurred prior to the effective date of termination. The Customer shall not be entitled to any refund or offset of previously paid but unused Fees.

6. TERMS OF SERVICE

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service located at <https://www.govwell.com/terms> (as amended from time to time, the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

7. ADDITIONAL TERMS:

Clause 10.3 shall be added with:

By Customer. The parties agree Customer is subject to the Texas Public Information Act and any such notice to GovWell will comport with the Texas Government Code.

Clause 11.2 shall be added with:

By Customer. The parties acknowledge and agree that indemnification by the City is prohibited by the Texas Constitution Sec. III, Art. 51.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER:

GOVWELL TECHNOLOGIES INC.:

By (Signature):

By (Signature):

Name (Printed):

Name (Printed):

Title:

Title:

Date signed:

Date signed:

Exhibit A: Scope of Work

Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will configure a one-way, read-only integration that pulls GIS data from the Customer's GIS system into GovWell. No data will be written back to the Customer's GIS system. GovWell will coordinate directly with the Customer's designated GIS contact to initiate the integration. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data and access in a timely manner. GovWell's ability to complete the integration is dependent on the completeness and responsiveness of the Customer's GIS team.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
 - Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.
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2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.

- Preparation of a written data migration plan for Customer approval.
- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell’s standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.

- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as permit without a permit number or an inspection without a date of completion.
- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended. GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell & Customer will negotiate Out-of-Scope Services if necessary. Customer will not be invoiced for Out-of-Scope Services without their prior consent.

Work Type	Location	Subdivision	Scheduled WO Date	Employee Cost	Equipment Cost	Material Cost	Subtotals	Cost per Road
Asphalt Chip Seal	Ridge Rd.	Laguna Vista	7/16/2026	\$5,045.12	\$7,861.32	\$9,666.00	\$22,572.44	
Reclaim P2 Stabilizer	Ridge Rd.	Laguna Vista	7/13/2026	\$6,605.60	\$21,530.80	\$11,323.00	\$39,459.40	\$62,032
Asphalt Chip Seal	Cook Rd.	Laguna Vista	7/30/2026	\$6,306.40	\$9,512.00	\$14,521.00	\$30,339.40	
Reclaim P2 Stabilizer	Cook Rd.	Laguna Vista	7/27/2026	\$7,349.12	\$24,938.80	\$39,664.00	\$71,951.92	\$102,291
Reclaim P2 Stabilizer	Crown Rd. North (Ridge to Emsley)	Laguna Vista	7/20/2026	\$8,670.24	\$30,484.12	\$45,292.00	\$84,446.36	
Asphalt Chip Seal	Crown Rd. North (Ridge to Emsley)	Laguna Vista	7/23/2026	\$6,306.40	\$9,904.10	\$38,288.00	\$54,498.50	\$138,945
Asphalt Chip Seal	Nichols	Laguna Vista	8/5/2026	\$5,045.12	\$7,597.10	\$9,666.00	\$22,308.22	
Reclaim P2 Stabilizer	Nichols	Laguna Vista	8/3/2026	\$6,605.60	\$21,530.80	\$11,323.00	\$39,459.40	\$61,768
Asphalt Chip Seal	Indian Camp	Laguna Vista	8/11/2026	\$5,045.12	\$7,860.65	\$9,666.00	\$22,571.77	
Reclaim P2 Stabilizer	Indian Camp	Laguna Vista	8/6/2026	\$6,605.60	\$21,530.80	\$11,323.00	\$39,459.40	\$62,031
Asphalt Chip Seal	Live Oak	Laguna Vista	8/17/2026	\$5,045.12	\$8,531.60	\$14,101.00	\$27,677.72	
Reclaim P2 Stabilizer	Live Oak	Laguna Vista	8/12/2026	\$6,605.60	\$21,530.80	\$16,980.48	\$45,116.88	\$72,795
Asphalt Chip Seal	Cook Ct.	Laguna Vista	8/30/2026	\$5,045.12	\$7,956.50	\$14,101.00	\$27,102.62	
Reclaim P2 Stabilizer	Cook Ct.	Laguna Vista	8/18/2026	\$8,078.70	\$20,798.40	\$16,980.48	\$45,857.58	\$72,960
Asphalt Chip Seal	Post Oak Ct.	Laguna Vista	6/10/2026	\$5,045.12	\$7,597.10	\$9,666.00	\$22,308.22	
Reclaim P2 Stabilizer	Post Oak Ct.	Laguna Vista	6/8/2026	\$6,605.60	\$21,530.80	\$11,323.00	\$39,459.40	\$61,768
Asphalt Chip Seal	Cedar Elm Rd.	Laguna Vista	6/4/2026	\$5,426.16	\$7,956.50	\$14,101.00	\$27,483.66	
Reclaim P2 Stabilizer	Cedar Elm Rd.	Laguna Vista	6/1/2026	\$8,078.70	\$20,798.40	\$16,991.20	\$45,868.30	\$73,352
								\$707,941

Work Type	Location	Subdivision	Scheduled WO Date	Employee Cost	Equipment Cost	Material Cost	Subtotals	Cost per Road
Hot Mix Overlay	Chaparral Ct.	El Chico	9/17/2026	\$5,045.12	\$11,917.03	\$25,452.00	\$42,414.15	
Reclaim P2 Stabilizer	Chaparral Ct.	El Chico	9/15/2026	\$3,767.50	\$13,209.55	\$11,323.00	\$28,300.05	\$70,714
Hot Mix Overlay	Willow Park Dr.	El Chico	9/21/2026	\$6,306.40	\$14,724.78	\$31,774.40	\$52,805.58	
Reclaim P2 Stabilizer	Willow Park Dr.	El Chico	9/21/2026	\$3,767.50	\$13,209.55	\$14,150.40	\$31,127.45	\$83,933
Hot Mix Overlay	Jeri Ridge Dr.	El Chico	9/24/2026	\$6,306.40	\$14,724.78	\$50,134.00	\$71,165.18	
Reclaim P2 Stabilizer	Jeri Ridge Dr.	El Chico	9/22/2026	\$6,028.00	\$22,030.76	\$22,646.00	\$50,704.76	\$121,870
Reclaim P2 Stabilizer	El Chico (Sam Bass to Scenic)	El Chico	9/28/2026	\$7,535.00	\$28,945.35	\$28,300.80	\$64,781.15	
Hot Mix Overlay	El Chico (Sam Bass to Scenic)	El Chico	9/30/2026	\$10,090.24	\$23,363.99	\$63,548.80	\$97,003.03	\$161,784
Hot Mix Overlay	Mesa Springs Dr.	El Chico	9/9/2026	\$3,766.60	\$7,852.95	\$19,514.60	\$31,134.15	
Reclaim P2 Stabilizer	Mesa Springs Dr.	El Chico	9/7/2026	\$4,232.20	\$13,209.55	\$8,576.00	\$26,017.75	\$57,152
Hot Mix Overlay	Buffalo Ct.	El Chico	9/9/2026	\$3,766.60	\$7,852.95	\$12,726.00	\$24,345.55	
Reclaim P2 Stabilizer	Buffalo Ct.	El Chico	9/7/2026	\$4,232.20	\$13,209.55	\$23,069.75	\$40,511.50	\$64,857
Reclaim P2 Stabilizer	Pleasant Ridge Ln.	El Chico	9/17/2026	\$5,045.12	\$11,917.03	\$25,452.00	\$42,414.15	
Hot Mix Overlay	Pleasant Ridge Ln.	El Chico	9/15/2026	\$3,767.50	\$13,209.55	\$28,300.05	\$45,277.10	\$87,691
Hot Mix Overlay	Tumbleweed Trail	El Chico	9/17/2026	\$5,045.12	\$11,917.03	\$25,452.00	\$42,414.15	
Reclaim P2 Stabilizer	Tumbleweed Trail	El Chico	9/15/2026	\$3,767.50	\$13,209.55	\$11,323.00	\$28,300.05	\$70,714
Hot Mix Overlay	Appaloosa St.	El Chico	6/30/2026	\$6,306.40	\$14,724.78	\$39,333.00	\$60,364.18	
Reclaim P2 Stabilizer	Appaloosa St.	El Chico	6/26/2026	\$3,767.50	\$13,209.55	\$16,980.48	\$33,957.53	\$94,322
Hot Mix Overlay	Surrey Lane	El Chico	6/18/2026	\$6,306.40	\$14,724.78	\$50,134.00	\$71,165.18	
Reclaim P2 Stabilizer	Surrey Lane	El Chico	6/15/2026	\$6,028.00	\$22,030.76	\$22,646.00	\$50,704.76	\$121,870
								\$934,907
Highlighted rows NOT included in County repair total in presentation.								\$705,014.44

CITY OF WILLOW PARK, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF WILLOW PARK ON NOVEMBER 3, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION TO APPROVE THE ADOPTION OF A HOME RULE CHARTER; TO ENTER INTO A JOINT ELECTION CONTRACT WITH PARKER COUNTY TO CONDUCT THE SPECIAL ELECTION ON BEHALF OF THE CITY OF WILLOW PARK; DESIGNATING THE PLACE AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to order a Special Election on November 3, 2026, for the purpose of submitting to the voters a proposition to adopt a Home Rule Charter in accordance with Section 9.003 of the Texas Local Government Code; and

WHEREAS, pursuant to Section 9.002(d)(1)(A) and (2) of the Texas Local Government Code, Council selected a charter commission in 2025, and the charter commission proceeded with formation of a Home Rule Charter for the City; and

WHEREAS, the Home Rule Charter Commission submitted the final proposed Home Rule Charter to the City Council on February 10, 2026; and

WHEREAS, under Texas Local Government Code §9.003, the City Council is required to submit the charter prepared by the charter commission to the qualified voters of the municipality at an election to be held on the first authorized uniform election date that allows sufficient time to comply with the Texas Election Code and other law, and which occurs on or after the 40th day after the charter commission completes its work; and

WHEREAS, the City Council now seeks to proceed with the ordering of a special municipal election on Tuesday, November 3, 2026, the next uniform election date, and appointing certain election officers required for the conduct of the election, and the City has deemed it advisable to call the election hereinafter ordered; and

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, Section 31.092, to enter into an election services contract with Parker County to furnish certain election services; and

WHEREAS, this Ordinance complies in all respects to the Texas Election Code and Chapter 9 of the Texas Local Government Code.

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

I. INCORPORATION OF PREMISES

The above and foregoing premises are hereby declared true and accurate and are incorporated as is set forth fully herein.

II. SPECIAL ELCTION ADOPTION OF HOME RULE CHARTER

The City Council hereby approves the proposed Home Rule Charter set forth in its entirety in Exhibit "A," attached to and made part of this Ordinance for all purposes. That a special election shall be held on November 3, 2026, election date to submit the question of adoption of the municipality's first Home-Rule Charter to the qualified voters of the City of Willow Park, Texas.

III. CALL OF ELECTION; DATE; HOURS

The City Council of Willow Park, Texas, hereby calls a special election with Parker County, Texas, as prescribed by the Texas Election Code, and the election shall be held at 801 Santa Fe Dr., Weatherford, Texas, on the 3rd of November 2026, from 7:00 a.m. until 7:00 p.m.

IV. VOTING PRECINCTS; POLLING PLACE; HOURS

V.

That portion of Parker County Election Precincts 410, 415, 425 and 435 within the territory of the City is hereby designated as the voting precinct of the City in compliance with Texas Election Code section 42.0621. The precinct number for the City's election precincts shall be the corresponding number for the Parker County Election Precincts located within the territorial boundaries of the City. The Polling Places of the City for the Election shall be the regular county polling places in Parker County. The poll at the designated polling place on Election Day shall be open from 7:00 a.m. until 7:00 p.m.

The voting precincts and polling places of the City for the special election will be determined by the Parker County Elections Administrator, as identified in the Contract, as amended, and Notice of Election.

VI. JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

(a) The Election shall be conducted in accordance with the Election Code under the jurisdiction of the Parker County Elections Administrator (the "Election Administrator"), pursuant to a Joint Election Agreement and Contract for Election Services, as amended, previously executed, approved, and entered with Parker County, and other participating entities, as described in the Contract approved by the City Council as reflected in Willow Park Ordinance No. _____

(b) As set out in the Contract attached and incorporated into Ordinance No. _____ the City Manager or designee is authorized to amend or supplement any and all contracts for the administration of the Election, including without limitation the Joint Election Agreement and Contract for Election Services, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Election Administrator and in accordance with the Election Code and the Local Government Code.

VII. CONDUCT OF SPECIAL ELECTION; BALLOTS; APPOINTMENT OF ELECTION OFFICERS

(a) The Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of electronic system ballots. Preparation of the official ballots for the Election shall conform to the requirements of the Texas Election and Local Government Codes. The official ballots for the Home Rule Charter election shall be prepared in accordance with the Texas Election and Local Government Codes and all applicable laws to permit the electors to vote "FOR" or "AGAINST" the proposed Charter. Pursuant to Section 9.00J(c) of the Texas Local Government Code, as amended, the Charter Commission determined it to be impracticable to submit the proposed Charter to the voters by subject, therefore, the ballot language shall be as follows:

(b) *The City of Willow Park shall adopt the proposed Home Rule Charter. (La Ciudad de Willow Park aprobara la propuesta Carta de Autonomia.)*

(c) *FOR*
(A FAVOR)

(d) *AGAINST*
(EN CONTRA)

(e) The Election shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and United States of America. The Parker County Elections Administrator shall appoint the persons to serve as the Presiding Election Judge and Alternate Presiding Election Judge for each voting precinct for the Election. The Presiding Election Judge and the Alternate Presiding Election Judge for the voting precinct shall be qualified voters of such precinct or otherwise eligible to serve pursuant to Election Code, Chapter 271. The Presiding Election Judge may appoint the number of election clerks to assist the Judge in the conduct of the Election at the polling place as agreed upon in the Parker County Contract for Election Services. The Alternate Presiding Judge may be appointed as a clerk. The Alternate Presiding Election Judge may serve as the Presiding Election Judge for the precinct in the absence of the Presiding Election Judge. The Presiding and Alternate Election Judge and election clerks shall be compensated at the hourly rate agreed upon in the Parker County Contract for Election Services. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code and other applicable laws.

VIII. EARLY VOTING BY MAIL

The City Council hereby appoints the Elections Administrator of Parker County, Texas, as Regular Early Voting Clerk. Ballot applications and ballots voted by mail shall be addressed to the Early Voting Clerk at the address indicated immediately below:

Jenise Miller

Early Voting Clerk
1112 Santa Fe Drive
Weatherford, TX 76086

Applications for ballot by mail must be received no later than 5:00 p.m. on April 20, 2026.

IX. EARLY VOTING BY PERSONAL APPEARANCE; EARLY VOTING BALLOT BOARD.

(a) Early voting by personal appearance shall be conducted from _____, thru _____ Times and locations will be determined as set by the Parker County Elections Administrator is the Early Voting Clerk as identified in the Contract and Notice of Election.

(b) The Parker County Election Administrator shall appoint an Erly Voting Ballot Board to count and return early voting ballots.

(c) Early voting location and times may be changed, or additional early voting locations may be added by the Parker County Elections Administrator without further action of the City Council or amendment to this Ordinance, as is necessary for the proper conduct of the Election.

X. ELECTION INFORMATION TO BE PROVIDED IN THE SPANISH LANGUAGE

To the extent required by law, all notices, ballots, and other written materials pertaining to the Election shall be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process.

XI. NOTICE OF ELECTION

Notice of the special election shall be given as required by the Election Code and the Local Government Code. The City Secretary shall cause the proposed Charter to be mailed to all eligible voters in English and in Spanish. The City Secretary shall also cause the Notice of Election to be published one time in the English and Spanish languages, in a newspaper published in the territory that is covered by the Election and is in the jurisdiction of the City. The notice shall be published not earlier than the 30th day or later than the 10th day before the Election, as required by section 4.003 of the Election Code. Notice of the Election shall also be posted on the bulletin board on which the City Council posts notices of its meetings not later than the 21st day before the Election. The contents of the Notice of Election shall comply with the requirements of the Election and Local Government Codes. The Notice of Election shall be delivered to the Parker County Clerk not later than the 60th day before the Election.

XII. AUTHORITY OF MAYOR

XIII.

(a) The Mayor and City Secretary, in consultation with the City Attorney, shall have the authority to take, or cause to be taken, all actions necessary to comply with the provisions of the Texas Election Code as reasonable and necessary to ensure the Election is fairly held and returns counted and tabulated for canvass by the City Council, which actions are hereby ratified and confirmed.

XIV. INCONSISTENT PROVISIONS

All ordinances or parts of ordinances in force when the provision of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

XV. GOVERNING LAW/QUALIFIED VOTERS

The special election shall be held in accordance with the Constitution of the State of Texas, the Election Code, and Chapter 9 of the Texas Local Government Code, and all residents qualified voters of the City shall be eligible to vote at the election.

XVI. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void, or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative because of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

XVII. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

XVIII. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

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

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

DRAFT