



## **CITY COUNCIL SPECIAL MEETING JULY 28, 2025 AGENDA**

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

**Monday, July 28, 2025 at 6:00 PM**

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### **CALL TO ORDER AND DETERMINE IF QOURUM IS PRESENT**

### **PLEDGE OF ALLEGIANCE AND INVOCATION**

### **PUBLIC COMMENTS (Limited to five minutes per person)**

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

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

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

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

### **REGULAR AGENDA ITEMS**

1. **Mayor Comments - Resignations of Councilmembers Lea Young and Greg Runnebaum**
2. **Discussion/Action: to accept letter of resignation of Lea Young from City Council Place 4**
3. **Discussion/Action: the process of filling vacancy for Councilmember Place 4**
4. **Discussion/Action: to consider appointment to fill vacancy City Council Place 4**
5. **Administer Oath of Office by Mayor Palmer**
6. **Discussion/Action to consider approval of Resolution 2025- 2011 suspending July 31, 2025, effective date of Oncor Electric Delivery Company's Rate Increase Request.**

- 7. Discussion/Action: to consider approval of Interlocal Agreement with the City of Hudson Oaks**
- 8. Discussion/Action: to consider approval of expanding the wastewater treatment plant from 0.075 MGD to 1.0 MGD**
- 9. Discuss/Action: consider approval of advertising RFQ for a City Attorney**

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

**10. Section 551.074, Personnel Matters-City Manager Bryan Grimes**

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

- 11. Discussion/Action: Possible terms of Severance Agreement for City Manager Bryan Grimes**

**INFORMATIONAL**

- 12. CLOSING COMMENTS FROM CITY COUNCIL**

- 13. CLOSING COMMENTS FROM MAYOR**

**ADJOURNMENT**

*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, do hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: July 25, 2025, at 5:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Deana McMullen  
City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at [dmcullen@willowpark.org](mailto:dmcullen@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/>

## RESOLUTION NO. 2025-11

**RESOLUTION OF THE CITY OF WILLOW PARK  
SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF  
ONCOR ELECTRIC DELIVERY COMPANY'S  
REQUESTED RATE CHANGE TO PERMIT THE CITY  
TIME TO STUDY THE REQUEST AND TO ESTABLISH  
REASONABLE RATES; APPROVING COOPERATION  
WITH THE STEERING COMMITTEE OF CITIES SERVED  
BY ONCOR TO HIRE LEGAL AND CONSULTING  
SERVICES AND TO NEGOTIATE WITH THE COMPANY  
AND DIRECT ANY NECESSARY LITIGATION AND  
APPEALS; FINDING THAT THE MEETING AT WHICH  
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC  
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS  
RESOLUTION TO THE COMPANY AND LEGAL  
COUNSEL FOR THE STEERING COMMITTEE**

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Willow Park a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Willow Park is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Teresa Palmer, Mayor

ATTEST:

\_\_\_\_\_  
Deanna McMullen, City Secretary

## STAFF REPORT

**\*\*\*ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE JULY 31, 2025\*\*\***

### PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

### DISCUSSION

The City of Willow Park is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

### Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the

deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by July 31, 2025.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> July 22, 2024	<b>Department:</b> Public Works	<b>Presented By:</b> Michelle Guelker
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**AGENDA ITEM****Discussion/Action:**

To discuss and approve an amendment to the Interlocal Agreement between the City of Hudson Oaks and the City of Willow Park providing wastewater treatment service to the City of Hudson Oaks.

**BACKGROUND:**

A year ago, the City Council approved an interlocal agreement between the City of Hudson Oaks and the City of Willow Park. Under this agreement, Willow Park agreed to treat wastewater from Hudson Oaks upon completion and activation of the new wastewater treatment plant.

At the time of the original agreement, the plant was designed with a treatment capacity of 0.750 million gallons per day (MGD), with 0.125 MGD allocated to Hudson Oaks. Due to continued growth in both communities, Hudson Oaks has since approached Willow Park with a request to increase the total plant capacity from 0.750 MGD to 1.0 MGD, and to reserve 0.250 MGD for their use.

Hudson Oaks has agreed to fund 100% of the associated change order costs. As a result, Willow Park will not need to secure additional funding for the expansion.

The amount paid by Hudson Oaks for the change order will be credited toward the 25% contribution they are responsible for in the construction of the wastewater treatment facility.

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

To approve an amendment to the interlocal agreement between the City of Hudson Oaks and the City of Willow Park providing wastewater treatment service to the City of Hudson Oaks.

**EXHIBITS:**

Amendment to Interlocal Agreement

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	\$3,365,761.00
	<b>Source of Funding</b>	To be paid by Hudson Oaks



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
FOR FUNDING, CONSTRUCTION, AND MAINTENANCE  
OF WASTEWATER TREATMENT FACILITIES**

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

This First Amendment to the Interlocal Agreement for Funding, Construction, and Maintenance of Wastewater Treatment Facilities (this “Amendment”) made and entered into on \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), between the City of Hudson Oaks, Texas (“Hudson Oaks”) and the City of Willow Park, Texas (“Willow Park”), sometimes jointly referred to as the “Parties”.

**RECITALS**

**WHEREAS**, the Parties previously entered into an Interlocal Agreement for Funding, Construction, and Maintenance of Wastewater Treatment Facilities on or about June 27, 2024 (the “Original Agreement”); and

**WHEREAS**, following the execution of the Original Agreement, the Parties recognize that portions of the Original Agreement must be amended; and

**WHEREAS**, the Parties desire to document those amendments to the Original Agreement in this Amendment.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereafter set forth, the Parties, for good and valuable consideration, specifically the mutual promises and agreements contained herein, hereby contract, covenant and agree to amend the Original Agreement as follows:

1.0 All terms utilized in this Amendment shall have the same meaning as set forth in the Lease Agreement unless otherwise indicated herein.

2.0 The Original Agreement shall be amended to provide for a larger capacity New Wastewater Treatment Plant, expanding the plant from a seven hundred fifty thousand (750,000) gallon per day capacity plant to a one million (1,000,000) gallon per day capacity plant. Sections 2.6, 2.8, 3.1, 3.1.1 and 3.1.3 of the Original Agreement shall be amended in their entirety to read as follows:

“2.6. ***New Wastewater Treatment Plant*** means the new one million (1,000,000) gallon per day wastewater treatment plant being constructed by Willow Park and located at 420 J.D. Towles Road, Willow Park, Texas as described herein.

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2.7 ***Operation and Maintenance Costs*** means the costs incurred to operate and maintain the Willow Park Wastewater Treatment Facilities or the Hudson Oaks Wastewater Transmission Line, and related Capital Improvements including, but not limited to, direct expenses, personnel and personnel related expenditures (including personnel benefits), utilities, chemical costs, permitting fees and all other costs required to operate and maintain the foregoing facilities. Itemized costs are identified on the attached Exhibit A and incorporated herein by reference.

2.8 ***Wastewater Treatment Facilities*** shall mean the proposed new one million (1,000,000) gallon per day New Wastewater Treatment Plant and all wastewater transmission lines, effluent lines, and other appurtenances necessary to transport Hudson Oaks and Willow Park wastewater to the New Wastewater Treatment Plant for treatment, and specifically includes the following components, as described herein:

- Hudson Oaks Wastewater Transmission Line;
- Willow Park Effluent Line; and
- New Wastewater Treatment Plant.

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3.1 **Design, Construction, Ownership, and Maintenance.** The Wastewater Treatment Facilities shall be a one million (1,000,000) gallon a day plant.

3.1.1 The Hudson Oaks Wastewater Transmission Line shall consist of a lift station, meter, and ten-inch (10") force main wastewater transmission line along East Bankhead Drive in Hudson Oaks to a point at Kingswood Road in Willow Park where the force main becomes a ten-inch (10") gravity flow main into the New Wastewater Treatment Plant, as further described and depicted in the attached Exhibit A. The Hudson Oaks Wastewater Transmission Line shall include a metering station at the lift station in Hudson Oaks, to meter the wastewater flow by Hudson Oaks into the New Wastewater Treatment Plant. Hudson Oaks will pay all design and construction costs to tie the Hudson Oaks Wastewater Transmission Line into the New Wastewater Treatment Plant. The Hudson Oaks Wastewater Transmission Line shall be designed and constructed by Hudson Oaks, at its sole cost and expense. Willow Park shall have the right to inspect the construction of the Hudson Oaks Wastewater Transmission Line and related facilities to tie the transmission line into the New Wastewater Treatment Plant. Upon completion of the construction of the Hudson Oaks Wastewater Transmission Line, Hudson Oaks shall own and maintain the Hudson Oaks Wastewater Transmission Line.

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3.1.3 The New Wastewater Treatment Plant shall be located generally at located at 420 J.D. Towles Road, Willow Park, Texas consisting of a minimum (one million) 1,000,000 gallon per day wastewater treatment plant. The New Wastewater Treatment Plant shall be designed, constructed, owned, and maintained by Willow Park at its sole cost and expense,

except that Hudson Oaks agrees to pay for a portion of the design, construction, operation, and maintenance cost of the New Wastewater Treatment Plant as further detailed in Section 3.2 and Section 6. below for the privilege of connection and treatment of Hudson Oaks' wastewater at the New Wastewater Treatment Plant.”

3.0 The Original Agreement shall be amended to provide that Hudson Oaks shall pay Willow Park for the increased cost of the larger New Wastewater Treatment Plant, and Section 3.2.1 of the Original Agreement shall be amended in its entirety to read as follows:

“3.2.1 The estimated Construction Costs of the Willow Park Wastewater Treatment Facilities is estimated to be twenty-one million four hundred eighty-five thousand seven hundred and sixty-one dollars (\$21,485,761), as set forth in the attached Exhibit B. The final Construction Costs of the Willow Park Wastewater Treatment Facilities shall not be established until after the New Wastewater Treatment Plant is completed, and any work on the Willow Park Wastewater Effluent Line has been completed and shall include any change orders on the construction contract(s). Willow Park has entered into a final construction contract with Gracon Construction for the New Wastewater Treatment Plant, but any other construction contracts for any work on the other Willow Park Wastewater Treatment Facilities that have not been previously completed prior to the Effective Date of this Agreement shall be provided to Hudson Oaks, who shall approve the final construction contract(s), in writing, promptly after its receipt, and any change orders issued by Willow Park during the construction of the Willow Park Wastewater Treatment Facilities. Willow Park shall provide the construction contract entered into by and between Willow Park and Gracon Construction for the New Wastewater Treatment Plant as a courtesy to Hudson Oaks.”

4.0 The Original Agreement shall be amended to provide that Hudson Oaks will be entitled to twenty-five percent (25%) of the capacity in the new Wastewater Treatment Plant, will be obligated to pay Willow Park for twenty-five percent (25%) of the final construction costs and operation and maintenance costs of the Willow Park Wastewater Treatment Facilities and will, for the purposes of division of assets and liabilities, take on a twenty-five percent share of the fixed assets and debt liabilities associated with the Willow Park Wastewater Treatment Facilities, and Sections 3.2.3, 3.2.7, 4.1, 4.2, 4.3 and 6.2.1 of the Original Agreement shall be amended in their entirety to read as follows:

“3.2.3 Hudson Oaks agrees to reimburse Willow Park a sum equal to twenty five percent (25%) of the final Construction Costs of the Willow Park Wastewater Treatment Facilities (the “Final Construction Costs of the Willow Park Wastewater Treatment Facilities”). Such reimbursement payment by Hudson Oaks to Willow Park shall be made to Willow Park as follows: a) Hudson Oaks shall pay Willow Park one hundred percent (100%) of the \$3,365,761.00 change order to expand the New Wastewater Treatment Plant. This change order reimbursement payment shall be made to Willow Park no later than thirty (30) days after Willow Park approves the payments to the contractor building the New Wastewater Treatment Plant and invoices Hudson Oaks for the change order reimbursement; and b) Hudson Oaks shall pay Willow Park the remaining twenty five percent (25%) of the Final Construction Costs of the Willow Park Wastewater Treatment Facilities, no later than thirty (30) days after Final Acceptance of the Wastewater Treatment Plant by Willow Park and

invoices Hudson Oaks for the reimbursement payment. If Hudson Oaks fails to make such payment after thirty (30) days from receipt of an invoice from Willow Park, Hudson Oaks shall be in breach of this Agreement, and Willow Park may take any action as authorized by Section 8 hereof, including disconnection of Hudson Oaks from the New Wastewater Treatment Plant, and/or applicable state law. In addition, in the event a payment by Hudson Oaks is not paid to Willow Park as specified herein, a late fee of one thousand dollars (\$1,000.00) shall be imposed together with a finance charge of ten percent (10%) per annum from the date that payment was required to be made. If service to Hudson Oaks is disconnected, service to Hudson Oaks will not be reconnected and reinstated until all payments owed to Willow Park are current. The disconnection of Hudson Oaks from the New Wastewater Treatment Plant shall not alleviate Hudson Oaks' payment obligations for its portion of the Final Construction Costs of the Willow Park Wastewater Treatment Facilities as specified herein.

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3.2.7 Division of assets and liability: For the purpose of tracking fixed assets and debt liabilities for the Parties Certified Annual Financial Reports, the Parties agree to take on a pro rata share of the fixed assets and debt liabilities associated with the Willow Park Wastewater Treatment Facilities per the following percentages:

Willow Park 75%  
Hudson Oaks 25%

This provision is intended to allow both entities to depreciate their share of the fixed assets and properly account for each City's obligations under this Agreement.

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4.1 Section 4.1 of the Original Agreement is deleted from the Original Agreement in its entirety.

4.2 Hudson Oaks understands and agrees that it shall comply with and adopt an ordinance comparable to Willow Park's ordinance, Article 13.04.040 of the Code of Ordinances of Willow Park, establishing a pretreatment program and grease trap/interceptor installation requirements. If Willow Park determines that the wastewater delivered by Hudson Oaks to Willow Park at the New Wastewater Treatment Plant violates any provisions of Article 13.04, Hudson Oaks shall pay the penalties to Willow Park as provided in Section 13.04.043.004 of the Code of Ordinances of Willow Park, no later than thirty (30) days after receiving the invoice from the City for the violation. If Hudson Oaks violates the terms of the pretreatment/grease trap ordinance more than three (3) times in a two-year period, Hudson Oaks shall be in breach of this Agreement and Willow Parks shall have all the rights and remedies provided in Section 8 of this Agreement.

4.3 In exchange for Hudson Oaks' commitments contained in this Agreement herein, Willow Park agrees to reserve twenty-five percent (25%) of the capacity at the New Wastewater Treatment Plant (250,000 gallons per day) for Hudson Oaks and agrees to treat and discharge Hudson Oaks' wastewater up to such capacity limitation at no charge. In the event that Willow Park increases the capacity of the New Wastewater Treatment Plant, Willow Park agrees to offer Hudson Oaks the opportunity to "opt in" for additional capacity for Hudson Oaks beyond the two hundred fifty thousand (250,000) gallons per day, by Hudson Oaks paying for an agreed upon portion of the expansion costs and additional operation and maintenance costs for such expanded capacity. In the event of an expansion in capacity, Hudson Oaks agrees that it will continue to pay for twenty-five percent (25%) of the original operation and maintenance costs of the Willow Park Wastewater Treatment Facilities, plus any additional operation and maintenance costs for such additional capacity as agreed upon between Willow Park and Hudson Oaks.

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6.2.1 Hudson Oaks shall pay an annual fee to Willow Park towards the Operation and Maintenance Costs of the New Wastewater Treatment Plant and the Willow Park Effluent Line for routine maintenance, care, and operation. This fee shall be twenty-five percent (25%) of the actual Operation and Maintenance Costs for those facilities incurred by Willow Park during the previous fiscal year, based upon Willow Park's certified annual audit pursuant to Chapter 103, Texas Local Government Code. The first annual fee shall be due by Hudson Oaks on October 1st after the New Wastewater Treatment Plant becomes operational, pro-rated based upon the number of months of operation. Each subsequent annual payment shall be due on October 1st of each year. Willow Park shall invoice Hudson Oaks at least thirty (30) days prior to the due date for each such annual payment and provide Willow Park's certified annual fiscal audit relating those facilities with the invoice."

5.0 Except as expressly modified by this Amendment, the terms and conditions of the Original Agreement shall remain the same, in full force and effect and are hereby ratified and confirmed.

6.0 This Amendment shall bind and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

7.0 This Amendment may be signed in counterparts, and by facsimile, each of which shall be an original document but all of which taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Amendment through their duly authorized officers or representatives effective as of the Effective Date set out above.

CITY OF WILLOW PARK, TEXAS

CITY OF HUDSON OAKS, TEXAS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Secretary

## Exhibit A

Standard Operating Expenses of Shared Wastewater Treatment Facility				
*Numbers based on Willow Park's FY25 budget. Actual expenses to be verified with Willow Parks ACFR				
<b>PERSONNEL</b>				
Regular Salaries			\$	108,862
WW Superintendent	\$	53,102		
Crew Member	\$	45,760		
Overtime	\$	10,000		
Cell Phone Reimbursement			\$	1,080
Certification Pay			\$	2,160
Payroll Expense			\$	1,579
Unemployment Insurance			\$	180
Worker's Comp			\$	3,383
Insurance			\$	37,740
Health	\$	35,604		
Dental	\$	1,536		
Vision	\$	300		
Life	\$	300		
Retirement			\$	17,320
<b>UTILITIES</b>				
Electric			\$	80,476
<b>CHEMICALS</b>				
Chlorine			\$	7,122
Alum			\$	54,103
Polymer			\$	6,125
<b>SLUDGE REMOVAL</b>				
Sludge Removal			\$	59,659
<b>TOTAL ANNUAL OPERATING COST</b>				
			\$	379,789
<b>75% WILLOW PARK RESPONSIBILITY</b>	<b>75%</b>	<b>\$</b>		<b>284,842</b>
<b>25% HUDSON OAKS RESPONSIBILITY</b>	<b>25%</b>	<b>\$</b>		<b>94,947</b>



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Meeting Date:</b> July 22, 2024	<b>Department:</b> Public Works	<b>Presented By:</b> Michelle Guelker
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**AGENDA ITEM****Discussion/Action:**

To discuss and approve expanding the new Wastewater Treatment Plant from 0.75 MGD to 1.0 MGD

**BACKGROUND:**

A year ago, the City Council approved an interlocal agreement between the City of Hudson Oaks and the City of Willow Park. Under this agreement, Willow Park agreed to treat wastewater from Hudson Oaks upon completion and activation of the new wastewater treatment plant.

At the time of the original agreement, the plant was designed with a treatment capacity of 0.750 million gallons per day (MGD), with 0.125 MGD allocated to Hudson Oaks. Due to continued growth in both communities, Hudson Oaks has since approached Willow Park with a request to increase the total plant capacity from 0.750 MGD to 1.0 MGD, and to reserve 0.250 MGD for their use.

Hudson Oaks has agreed to fund 100% of the associated change order costs. As a result, Willow Park will not need to secure additional funding for the expansion.

The amount paid by Hudson Oaks for the change order will be credited toward the 25% contribution they are responsible for in the construction of the wastewater treatment facility.

**STAFF/BOARD/COMMISSION RECOMMENDATION:**

To approve an expanding the new wastewater treatment plant from 0.75 MGD to 1.0 MGD.

**EXHIBITS:**

Amendment to Interlocal Agreement

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	\$3,365,761.00
	<b>Source of Funding</b>	To be paid by Hudson Oaks



**CONTRACT CHANGE ORDER  
NO. 1**

Item 8.

CONTRACT FOR: TWDB CWSRF 73890 – Wastewater Treatment Plant Imp – Re-Bid		Date: 2/25/2025	
OWNER: City of Willow Park, 120 El Chico Trail, Suite A, Willow Park, TX 76087		Project No. 15013	
TO: Gracon Construction, Inc.			
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS.			
BID ITEM	DESCRIPTION OF CHANGES	DECREASE IN PRICE	INCREASE IN PRICE
CO1 - 1	Headworks Modifications (including increasing size of influent screens (Huber), all associated piping modifications, platform/walkway modifications, and associated incidentals)		\$198,000.00
CO1 - 2	Add 4th SBR Structure (including layout, excavation, concrete, pipe penetrations only, walkway modifications, electrical modifications, and all incidental items)		\$2,357,000.00
CO1 - 3	Chlorine Contact Basin Modifications (including layout, excavation, concrete, pipe modifications and all incidental items)		\$62,000.00
CO1 - 4	Disk Filter Modifications (Concrete Basin Option) (including layout, excavation, concrete, Equipment Package (Five Star Filtration), miscellaneous metal, and all incidentals)		\$825,000.00
CO1 - 5	Additional Intruder Resistant Fence		\$2,331.00
CO1 - 6	Additional 6" Crushed Paving		\$16,430.00
CO1 - 7	Deduct Bid Item 5 from Base Bid Schedule B: Relocating Existing Disk Filter (including grading, electrical, mechanical, instrumentation and controls, piping, supports, valves, concrete foundations, and incidentals)	(\$95,000.00)	
		(\$95,000.00)	\$3,460,761.00
NET CHANGE IN CONTRACT PRICE:			\$3,365,761.00
<b>REMARKS:</b> This Change Order includes all labor, materials, equipment, insurance, overhead, superintendence, transportation, taxes, permits, profits, and incidentals to cover the finished work called for in this Change Order.			

The Amount of the Contract will be Increased by the Sum of three million three hundred sixty-five thousand seven hundred sixty-one and 00/ (\$3,365,761.00).

The Contract Total including this and previous Change Orders will be: seventeen million forty-six thousand one hundred ninety-six and 00/ (\$17,046,196.00).

The Contract Period provided for Completion will be Increased by 250 Days.

This Document will become a supplement to the Contract and all provisions will apply hereto.


CONTRACT CHANGE ORDER  
NO. 1

Item 8.

CONTRACT FOR: TWDB CWSRF 73890 – Wastewater Treatment Plant Imp – Re-Bid	Date: 2/25/2025
OWNER: City of Willow Park, 120 El Chico Trail, Suite A, Willow Park, TX 76087	Project No. 15013
TO: Gracon Construction, Inc.	

Requested:  (Contractor)  
GRACON CONSTRUCTION, INC

Date: 2/12/2025

Recommended:  (Engineer)  
JACOB & MARTIN, LLC

Date: 2/25/2025

Accepted:  (Owner)  
CITY OF WILLOW PARK

Date: 2/25/2025