



CITY COUNCIL MEETING OCTOBER 28, 2025 AGENDA

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

Tuesday, October 28, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

PUBLIC COMMENTS (Limited to five minutes per person)

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

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.

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

September 24, 2025 Special meeting minutes

REGULAR AGENDA ITEMS

2. **Discussion & Action: to approve a revised Chapter 380 Agreement with an amendment to Developer's obligations between the City of Willow Park and Pulido's Westland Willow Park, LLC. (Interim City Manager Toni Fisher; City Planner Chelsea Kirkland)**

- 3. Discussion & Action: for a possible City Council meeting date change for November due to the holidays of Veterans Day & Thanksgiving. (Interim City Manager Toni Fisher)**
- 4. Discussion & Action: To approve an Ordinance of the City Of Willow Park, Texas amending the City Of Willow Park Code Of Ordinances, Chapter 1 "General Provisions", Article 1.05 "Boards, Commissions And Committees", Division 1 adding §1.05.001 "Commissions And Advisory Boards", adding §1.05.002 "Appointments for Committees, Boards and Commissions", adding §1.05.003 "Member Conduct and Removal from Committees, Boards and Commissions", and adding §1.05.004 "Operations of Committees, Boards and Commissions"; Providing For Repeal, Savings And Severability Clauses; And Providing For An Effective Date Of This Ordinance. (Interim City Manager Toni Fisher; Mayor Pro Tem Nathan Crummel)**
- 5. Discussion: to discuss and consider an Ordinance of the City Of Willow Park, Texas Amending The City Of Willow Park Code Of Ordinances, Chapter 14 Zoning, Article 16 "Commissions", § 14.16.003 "Membership And Terms", § 14.16.004 "Procedure", § 14.16.005 "Duties And Powers", And §14.16.006 "Staff Support"; Providing For Repeal; Providing For Savings And Severability; Providing For Publication And Establishing An Effective Date. (Interim City Manager Toni Fisher; Mayor Pro Tem Nathan Crummel)**
- 6. Discussion & Action: to approve the Creation of a Citizen Financial Oversight Committee. (Mayor Teresa Palmer)**
- 7. Discussion & Action: Derek Turner of Jacob and Martin to present proposed update of the City's Comprehensive Plan and Capital Improvement Plan; and, to authorize Staff to proceed with the proposed update. (Mayor Teresa Palmer, Councilmember Buddy Wright)**
- 8. Discussion & Action: Update on Squaw Creek Road Project's communication efforts and feedback, engineering status, and pursuit of funding. (Council Member Buddy Wright)**
- 9. Presentation: New City Website. (Communications Director Rose Hoffman, I.T. Contractor Todd Covington)**
- 10. Discussion & Action: to consider approval of Resolution 2025-16 updating signatories for City bank accounts. (Interim City Manager Michelle Guelker)**
- 11. Discussion & Action: to consider approval of proposed ordinance that amends Ordinance 740-19 changing City Attorney to Officer of City and reports to Council. (Interim City Manager Toni Fisher)**
- 12. Discussion & Action: to consider approval of amending Ordinance 802-19, an Ordinance of the City of Willow Park, Texas, Amending Chapter 1 "General Provisions", Article 1.03 "City Council", Division 2 "Governance Policy and Rules of Procedure", 1.03.035 "Meetings" Subsection (m) "Agenda" providing the mayor and city administrator have control of the city council agenda**

including supplements and amendments, Providing for a Savings Clause and Severability Clauses and an Effective Date. (City Attorney Andy Messer)

REPORTS- For Informational Purposes only. (Staff available for Council Questions)

[13.](#) 2024 - 2025 4th QUARTER STAFF REPORT - PUBLIC WORKS

[14.](#) 2024-2025 4th QUARTER STAFF REPORT - ENGINEERING PROJECT UPDATE

[15.](#) 2024-2025 4th QUARTER STAFF REPORT - DEVELOPMENT DEPARTMENT

[16.](#) 2024-2025 4th QUARTER STAFF REPORT - PARKS DEPARTMENT

[17.](#) 2024-2025 4th QUARTER STAFF REPORT - COMMUNICATIONS DEPARTMENT

[18.](#) 2024-2025 4th QUARTER STAFF REPORTS - POLICE DEPARTMENT

[19.](#) 2024-2025 4th QUARTER STAFF REPORT - MUNICIPAL COURT

[20.](#) 2024-2025 4th QUARTER STAFF REPORT - FIRE MARSHAL'S OFFICE

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:

21. **Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberation Regarding Real Property) - 120 El Chico Trail Lease Agreements.**
22. **Section 551.071, Consultation with City Attorney regarding pending or contemplated litigation: Beall Dean Ranch Development (Demand Letter from City of Fort Worth and City of Aledo).**
23. **Section 551.071, Consultation with City Attorney, Section 551.087, Economic Development negotiations, Bearcat Blooms.**

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

24. City Council Comments:

City Councilmember Buddy Wright: Would like to express personal thanks to the Willow Park PD and Parker County Emergency Services for their help last week.

25. City Managers' Comments:

Interim City Manager Toni Fisher: Thank you to Mayor & City Council; Notice of upcoming Staff Training; Happy Birthday, Scott

26. Mayor Comments:

27. Items of Community Interest

28. Future Agenda Items requested by the Mayor, City Councilmembers 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: October 22, 2025, 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 SPECIAL MEETING SEPTEMBER 24, 2025 MINUTES

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

Wednesday, September 24, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the meeting to order at 6:00 pm

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

City Manager Bryan Grimes

City Secretary Deana McMullen

PLEDGE OF ALLEGIANCE AND INVOCATION

Mr. Gil Green gave the Invocation and Led the Pledge of Allegiance given by all present.

PUBLIC COMMENTS (Limited to five minutes per person)

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There were no public comments for this meeting.

PUBLIC HEARING:

The City of Willow Park City Council will hold a public hearing on the proposed Ad Valorem Tax Rate for the 20-25-2026 Fund Year at a Special City Council meeting at 6:00 p.m. on September 24, 2025, in the Willow Park City Hall, Council Chambers, 120 El Chico Trl., Suite A, Willow Park, Texas.

OPEN PUBLIC HEARING

CLOSE PUBLIC HEARING

Mayor Teresa Palmer opened the public hearing for anyone wishing to speak for or against the proposed Ad Valorem Tax Rate for the 2025-2026 Fund Year at 6:02 pm

1) Michelle Krall at 110 Lori Drive - We have lived here for 2 1/2 years and we are going to have to move because the City of Willow Park does not have a Homestead Exemption like the ISD. Cannot the City consider adding a Homestead Exemption of \$140,000? I pay over \$7,500 in taxes. This is not normal.

2.) Gil Green - Do we have a homestead exemption? Answer was 65 yrs and over, \$10,000..

3) Gene Martin - The sales tax is up and there is a no new revenue tax rate, so if there are added homestead exemptions, the money has to come from somewhere..

Mayor Teresa Palmer closed the Public Hearing at 6:12 pm.

REGULAR AGENDA ITEMS

- 1. Discussion/ Action: To consider and act on adopting an ordinance adopting an Ad Valorem Tax Rate and levy on assessed property not to exceed \$0.421646 per \$100 valuation for tax year 2025 for the City of Willow Park, Texas including a Levy for Debt obligations (\$0.225893) and a levy for Maintenance and Operations (\$0.195753) consistent with the Fiscal Year 2025-2026 Municipal Budget**

Motion was made to adopt Ordinance 922-25 adopting an Ad Valorem Tax Rate and levy on assessed property not to exceed \$0.421646 per \$100 valuation for tax year 2025 for the City of Willow Park, Texas, including a Levy for Debt Obligations (\$0.225893) and a levy for Maintenance and Operations (\$0.195753) consistent with the Fiscal Year 2025-2026 Municipal Budget.

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

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

This was a Roll Call Vote. All in Favor and None against.

- 2. Discussion and Action: To consider and act on approving a resolution acknowledging and ratifying that the Fiscal Year 2025-2026 Annual Budget requires raising more revenue from property taxes than in the previous Fiscal Year and ratifying the property tax increase reflected in the Budget; and providing an effective date.**

This item was not needed, so no action was taken.

INFORMATIONAL

City Manager Comments

City Council Comments

Mayor Comments

City Manager Comments:

City Manager Bryan Grimes stated that tonight was his last meeting with the City of Willow Park. His last day of employment will be Friday, October 10, 2025. His first day with Willow Park was October 10, 2017. It has been a good 8 years. This Community has been a blessing for me and my family. Thank you to the original Council who hired me. I have enjoyed my time here in Willow Park and am proud of what we have accomplished. Thank You!

City Council Comments:

Councilmember Eric Contreras stated he had a couple of comments: First was to ask everyone to keep Charlie Kirks' family in their prayers. Second was some questions for Mayor Teresa Palmer. Councilmember Contreras read aloud the Mayor's Proclamation that she read when she was sworn into office. Following that Councilmember Contreras had questions of Mayor Palmer regarding her relationship with a citizen who contributed to her campaign and is now in trouble with the law. (See attached transcript, **Note this transcript came from a private citizen handed to city secretary by Mayor Palmer)

Councilmember Chawn Gilliland - Thank you to Brian Grimes for a great job during your tenure at Willow Park. You have helped manage our growth and created a fantastic team to work with you.

Councilmember Scott Smith - I echo the comments from Chawn Gilliland, you have done a great job. I hate to see you leave, but understand.

Councilmember Nathan Crummel - I will not be present at the 1st meeting in November.

Mayor's Comments: Mayor Teresa Palmer - I will not be smeared by Councilmembers or any other person. I am a 66 year old woman, a mother and grandmother. I was elected Mayor. If you do not respect me as a person, you should respect the position of Mayor the title. I will continue to stand up and speak as the Mayor. I can't address everything that was said, but I am very disappointed, Shame on you for saying these things.

ADJOURN

With there being nothing further to discuss or consider, Mayor Palmer asked for a motion to adjourn this Special meeting of Willow Park City Council.

Motion was made to adjourn the meeting at 6:35 pm.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

PASSED AND APPROVED THIS THE ____ DAY OF _____ 2025.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen
City Secretary

This transcript starts at approximately 22 minutes into the posted video of the Special Willow Park City Council meeting held on Wednesday, September 24, 2025.

Council Member Eric Contreras:

I have a couple comments. First, I just want to make sure everybody's keeping Charlie Kirk's family and their thoughts and prayers. Also making sure that we're all keeping everyone that was affected by the shooting in Dallas today and their thoughts and prayers and hoping everybody recovers and we just got to stop the senseless acts of violence. But I do have a couple other comments.

Mayor Palmer, your very first act as mayor was to declare proclamation on May 13th about your commitment to transparency and what you said, and I quote, the public should never be left in the dark, every citizen deserves direct, clear and complete answers. We will build a culture of trust. This administration must be committed to rebuilding through action. Accountability will be expected and enforced. This proclamation is not a suggestion, but an expectation of citizens who we serve. It sets the standard of conduct this administration will uphold and enforce. Most importantly, it marks a culture shift at City Hall; one rooted in humility, transparency, and trust. I trust this administration will embrace this obligation with the grace of a servant's heart. You can expect nothing less from me.

One thing I want to talk about because trust and transparency is so critical to the public. Is on August 20th in Willow Park, you were eating lunch and someone at your table got arrested. **Can you please tell us who that person was?**

Mayor Palmer: OK Eric, thank you for asking me a question and I am not going to comment on someone's personal issues. I think that's disrespectful to everyone here, so I'm not gonna engage in that kind of gossip so you can move on to your next.

Council Member Contreras:

OK, thank you. Well, this person was also; you brought them to City Hall multiple times.

And, you brought them to development meetings and meetings you had with city staff.

And one of the things that we had read about is a lot of incidents that occurred in the communion [community?] that was written in an article in Community News on August 7th, 2025, that this person had a situation at the City Hall with our city staff. Many people are watching and are asking themselves, you know, **why are you so close to this person?**

And the question I have is, is, **did he contribute to your campaign?**

Mayor Palmer: I think that's public record, Eric Contreras, and I think you've seen it and you know it. And I think that he did contribute to the campaign. I think that we again should not run around with gossip. And misleading comments about people's personal lives. So I would hope that you would not engage in that. Eric, thank you.

Council Member Contreras: Well, I'm not gossiping at all, it's just a statement of fact that **Do you know how much he did contribute to your campaign?**

Mayor Palmer: I don't have those numbers for you. Thank. You

Council Member Contreras: So I've got that number right. I've got that number right here. It's over \$11,000 your campaign.

And um. He also did buy all your, I believe most of your street signs. And paid for almost an entire campaign event.

And most people are at home are just watching and trying to understand. **Why would you let someone who you know has had issues contribute over 90% to your campaign?**

So. This person that we're, excuse me, talking about here. His name is Spencer Hodge and he committed a CR___. Well, the courts have said he committed a crime of misappropriating of fiduciary or financial property. So in other words, he stole or conned someone, someone out of money. And this person, according to the court records, stole or conned between 30,000 and \$150,000 from someone court records show lives in Parker County.

So, from the court documents found online, it appears that they, the court ordered him to pay the money back. But the available information indicates that no money had been paid back to the victim.

But you received over \$11,000 from this person. So, **people in Park County right now are trying to figure out and put these puzzle pieces together that your campaign could have very well been funded with stolen money from an innocent person in Parker County.**

So, I've been contacted and the reason why I'm talking about this, because truth and transparency matters a lot. I've been contacted by people from Aledo and other communities or other cities within Parker County, that this gentleman is going around trying to fundraise money.

So, a court of law said he took between \$30,000 \$150,000 to somebody's money.

Residents, please do your research and don't be the next victim.

This right here is why transparency is so important. You should have been able to tell us and transparency.

That in warn us in the community about this person.

And I pray that you didn't take any money from him as a client in your financial services business. **Can you please be transparent and tell us if he is or was one of your clients and did he or anyone in his family invest money in your business?**

Mayor Palmer: Eric Contreras. Councilman Eric Contreras.

Council Member Contreras: Your proclamation.

Mayor Palmer: I'm trying to be very nice in my comments. So basically. Do not. Do not think you're going to smear Teresa Palmer. Don't think you're gonna do it. Nope. Stand down. Just a minute. I listen to you and I watched your boards. I'm gonna.

Council Member Contreras: Reclaiming my time, you.

Mayor Palmer: Go right ahead.

Council Member Contreras: You had in your proclamation as Mayor, the public should never be left in the dark. Every citizen deserves direct, clear and complete answers. You also said that accountability would be expected and enforced. And then you finally said you can expect nothing less from me.

So were your words hollow, or will you take action and hold yourself accountable?

Or will you continue to avoid answering questions the community believes you're being controlled by a shadow government? You could put that rumor to rest right now and show the community that you aren't controlled by a shadow government and answer the questions right here.

And if you haven't answered the questions regarding who created this embarrassing RFQ about the request for attorney services from July 28th council meeting.

People, it's been 57 days and we have still not gotten an answer about that. It's kind of hard to claim truth and transparency with this kind of record. The conservatives in our community believe and truly hope that you don't revert to victimhood tactics of the left and call me anti woman or a bully because we all know that's not true and that any claims would be a desperate attempt to deflect from your actions. It is the free press's job to hold government accountable and your silence to the Free Press speaks loud.

Folks, you've heard that this person is starting a news outlet as well and is seeking financial support for it. Do we actually think this person's going to cover anything fairly?

And just reminder for those that want to threaten public officials, there are both federal and state laws in place regarding harassment and threats against elected officials, including eighteen USC 115. And yes, I've already been threatened with physical harm and have been threatened politically as well. I told the mayor this, that one of her supporters threatened me in May. But Mayor Palmer has not toned down her rhetoric. The more you threaten me, the more I'll expose of the tactics of the shadow government that would do anything to try and destroy our community.

We as Republicans do not revert to the tactics of the left and threaten one another. We debate matters in public justice. Charlie Kirk would have wanted it. We heard numerous, numerous people at Charlie Kirk's funeral that Charlie believed that the people in charge should repent when they get it wrong. I look forward to your apology. With that, I yield.

Mayor Palmer: You're looking for my apology.

Is that what I just understood?

Council Member Contreras: I yield.

Clearly, I asked him for my apology.

Eric, I am very embarrassed for you. I don't talk about my customers, never have and never will. If you are a financial advisor as I am, you understand that clearly. Whether he is or is not, I would never be able to answer that question to anyone.

**CITY COUNCIL AGENDA ITEM BRIEFING SHEET**

Meeting Date: October 28 th , 2025	Department: Planning & Development Dept.	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion & Action: to approve a revised Chapter 380 Agreement with an amendment to Developer's obligations between the City of Willow Park and Pulido's Westland Willow Park, LLC.

BACKGROUND:

On February 25th, 2025, the Chapter 380 Economic Development Agreement between the City of Willow Park and Pulido's Westland Willow Park, LLC was approved by City Council and executed by Pulido's Westland Willow Park, LLC.

Due to additional unforeseen construction expenses to ensure public safety, City Staff and Pulido's Westland Willow Park, LLC are requesting a 12-month extension of the original Developer's obligation terms, as presented. Council moved to approve this item at the August 12th meeting. The revised document to be formally accepted and signed is attached.

STAFF RECOMMENDATION:

City Staff recommend approval of the revised 380 Economic Development Agreement with Pulido's Westland Willow Park, LLC, as presented.

EXHIBITS:

- Proposed "Revised Chapter 380 Economic Development Agreement Pulido's Westland Willow Park, LLC."

RECOMMENDED MOTION:

To approve a revised Chapter 380 Agreement with an amendment to Developer's obligations between the City of Willow Park and Pulido's Westland Willow Park, LLC., as presented.

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

This Chapter 380 Economic Development Agreement (this “Agreement”) revises and replaces in its entirety the Chapter 380 Economic Development Agreement entered, executed and approved on February 25, 2025, and this revised agreement is entered into this _____ day of _____, 2025, by and between Pulido’s Westland Willow Park, LLC, hereinafter referred to as “Business Developer,” a Texas limited liability company, and the City of Willow Park, Texas, hereinafter referred to as “City”, a Texas Type A general law city.

FACTUAL RECITALS AND FINDINGS

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

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

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

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

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

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

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

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

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

Agreements

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

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

2. Definitions. In this Agreement:

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

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

Project means the construction and renovation of Pulido's Kitchen & Cantina, to be located at 104 S. Ranch House Rd., Willow Park, Texas with a minimum of Four Hundred Thousand Dollars in improvements to be made by Business Developer, which shall include the installation of a fire suppression system in accordance with city ordinance and any applicable laws.

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

taxes, and any Sales Tax generated by the sale of alcohol, including, the Mixed Beverage Sales Tax and the Mixed Beverage Gross Receipts Tax.

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

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

4. Business Developer Obligations.

(a) The Business Developer agrees that:

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

(2) A certificate of occupancy shall be in place for the Project and the Project will be open for business no later than March 1, 2026.

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

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

(c) Reports and Information. Business Developer shall comply with all requirements of State law, including without limitation, the Texas Tax Code, for tracking, reporting, and documenting Sales Tax generated by the Project and received by Business Developer as a result of the Project. Beginning in January 2026, and each month thereafter during the term of this Agreement, the Business Developer will provide the City with true and correct copies of its monthly Sales Tax Reports filed with the Comptroller for sales from the preceding month. All information provided by Business Developer to the City under this subsection shall be sent to the attention of the City's City Manager at the address specified for giving notice in this Agreement. The reports and

information provided by the Business Developer to the City are private, proprietary, and confidential, and in no manner shall it become a public record of the City. Notwithstanding the foregoing, Business Developer understands and agrees that the City is subject to the Texas Public Information Act (the “Act”), Texas Government Code Chapter 552. In the event that the City receives an open records request for reports and information provided to the City, the City will promptly notify Business Developer of the request and cooperate with Business Developer to seek an Attorney General’s opinion as to whether the information must be produced to the requestor. Business Developer shall be responsible for asserting its rights under the Act and shall bear any costs and expenses incident to asserting its rights of confidentiality under the Act, including any legal fees, costs and expenses related to an appeal of the Attorney General’s opinion through the prosecution of a lawsuit or otherwise.

5. Economic Development Program and Incentive Payments.

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

(b) Incentive Payment and Limitations. To provide an incentive to induce Business Developer to develop the Project in the City, the City will pay Business Developer an annual economic development incentive grant in an amount equal to the Sales Tax the City receives from the Project beginning on January 1, 2026 and ending three (3) years later on December 31, 2028 in accordance with the following percentages and schedule, subject to the limitation provided in subparagraph (d) of this Agreement:

SCHEDULE OF SALES TAX REBATES

YEAR	PERCENTAGE OF SALES TAX
01/01/26 - 12/31/26	50%
01/01/27 – 12/31/27	50%
01/01/28 – 12/31/28	50%

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

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

(d) Chapter 380 Payments Maximum. The amount paid in annual payments to Business Developer under this Agreement, collectively, shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) over the term of this Agreement, such amount to be referred to herein as the “Chapter 380 Payments Maximum”. In no event shall the payments made under this Agreement exceed the Chapter 380 Payments Maximum. The City’s obligations to pay the Business Developer the annual payments provided herein shall end upon the earlier of City’s payment to Business Developer of the Chapter 380 Payments Maximum, the expiration of the Term of this Agreement, or the termination of this Agreement.

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

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

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

(h) Not Subject to Annual Appropriation. In accord with Article III §52-a of the *Texas Constitution*, the program created and the grant made as provided by this Agreement does not

constitute or create a debt for the purpose of any provision of the Texas Constitution and this Agreement is therefore not subject to annual appropriation of the City Council.

6. Term. This Agreement is effective on the date of approval by the City Council and terminates on December 31, 2028. The last payment under this Agreement by the City shall be due after January 31, 2029, for calendar year 2028 in accordance and as provided in Section 5, unless the Agreement is terminated earlier as provided herein or has expired.

7. Termination; Remedies.

(a) Default; Notice. Either party may terminate this Agreement during its term as provided in this paragraph if the other party defaults in the performance of its obligations under this Agreement, including without limitation, those obligations set forth in Paragraph 7(c) of this Agreement. The Party alleging the default will give the other Party notice of the default in writing as required by Paragraph 8(c) of this Agreement. If the defaulting Party fails to cure the default within sixty (60) days of the date of the notice (the "Cure Period"), this Agreement shall terminate immediately upon expiration of the Cure Period unless the Parties agree in writing to extend the Cure Period.

(b) Force Majeure. No party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties during the time, but only for so long as the event of force majeure reasonably prevents performance. Notwithstanding the foregoing, within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event.

(c) Conditions of Default. Subject to the applicable Cure Period stated above in paragraph (a), the following conditions, occurrences, or actions will constitute a default by the Business Developer during the term of this Agreement:

- (1) Business Developer's insolvency, the appointment of a receiver for the Business Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Business Developer; or
- (2) Foreclosure of any lien against all or a portion of the Business Developer's restaurant located in Willow Park, Texas, which may materially and adversely affect the continuance by Business Developer of its operations in Willow Park, Texas; or
- (3) The Pulido's Kitchen & Cantina ceases to maintain its lease at the Project address and do business in Willow Park, Texas or fails to stay open for the minimum number of hours provided in this Agreement; or

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

(d) In the event of a default by the City or the Business Developer for any reason other than the payment of money owed under this Agreement (pursuant to Paragraph 5), termination shall be the only remedy (in lieu of damages or any other remedy). If at any time during the term of this Agreement, the City terminates the Agreement because of a default by Business Developer's default, the City's obligations to make payment under Paragraph 5 shall automatically terminate and City shall not owe any performance-based incentive grant payment to Business Developer regardless of the time remaining in the Term of this Agreement.

(e) Attorney's Fees. In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement as a consequence of any default by the other party of its obligations under this Agreement, the prevailing party in such action or proceeding shall be entitled to have its reasonable attorney's fees and out-of-pocket expenditures paid by the losing party. All such fees shall be deemed to have accrued upon the commencement of such action.

8. Miscellaneous Provisions.

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

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

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

If to the City: City of Willow Park, Texas
City Manager

120 El Chico Trail, Suite A
Willow Park, Texas 76087
Telephone: (817) 441-7108
Email:

If to Business Developer:

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

(d) Assignment. This Agreement shall not be assigned without the prior written consent of the City; such consent to be within the sole and absolute discretion of the City. Notwithstanding the foregoing, Business Developer may assign its rights and obligations under this Agreement to any entity affiliated with or under common control with the Business Developer provided that such assignment requires the assignee to comply with the terms of this Agreement. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of the City to such an assignment will be required so long as the Project continues to be operated as a Pulido's Kitchen & Cantina. The Business Developer agrees to provide the City with written notice of any such assignment.

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

(f) Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement.

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

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

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

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

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

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

11. Verification Regarding Undocumented Workers. In accordance with Chapter 2264 of the Government Code, the Business Developer represents and certifies that it does not and will not knowingly employ any undocumented worker on the Project who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Business Developer is convicted of a violation under 8 U.S.C. § 1324a(f), the Business Developer shall repay to the City an amount equal to all grant payments or other public subsidies provided to the Business Developer under this Agreement and any

other funds received by the Business Developer from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Business Developer of the violation. Pursuant to Section 2264.101(c) of the Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

12. Chapter 380 Reporting. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

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

CITY OF WILLOW PARK

PULIDO'S WESTLAND WILLOW PARK, LLC

By: _____
Teresa Palmer, Mayor

By: _____
Bourke Harvey, Member

Date: _____

Date: _____

ATTEST:

Deana McMullen, City Secretary

Approved as to form and legality:

Wm. Andrew Messer, City Attorney

**CITY COUNCIL AGENDA ITEM BRIEFING SHEET**

Meeting Date: October 28, 2025	Department: Administration	Presented By: Toni Fisher, Interim City Manager Michelle Guelker, Interim City Manager
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AGENDA ITEM:

Discussion & Action: for a possible City Council meeting date change for November due to the holidays of Veterans Day and Thanksgiving.

BACKGROUND:

At the October 14, 2025 meeting, City Council approved a hybrid City Staff Holiday Schedule for the Fiscal Year 2025-26; however, Staff has since determined it is unclear as to whether City Hall will be closed on November 10 in observance of Veterans' Day, or on Veterans' Day which is Tuesday, November 11, which is also the day for the regularly scheduled City Council meeting.

STAFF RECOMMENDATION:

Staff recommend City Hall closure on Tuesday, November 11, and the City Council Regular Meeting change from Tuesday, November 11 to Monday, November 10, 2025.

In addition, Staff wishes to express its sincere thanks and gratitude to Mayor Palmer and Council for their generosity for us to spend more holiday time with our families this year.

RECOMMENDED MOTION:

To approve changing the City Council Regular Meeting from Tuesday, November 11, 2025, to Monday, November 10, 2025.

**CITY COUNCIL AGENDA ITEM BRIEFING SHEET**

Meeting Date: October 28, 2025	Department: Administration	Presented By: Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion & Action: To approve an Ordinance of the City Of Willow Park, Texas amending the City Of Willow Park Code Of Ordinances, Chapter 1 “General Provisions”, Article 1.05 “Boards, Commissions And Committees”, Division 1 adding §1.05.001 “Commissions And Advisory Boards”, adding §1.05.002 “Appointments for Committees, Boards and Commissions”, adding §1.05.003 “Member Conduct and Removal from Committees, Boards and Commissions”, and adding §1.05.004 “Operations of Committees, Boards and Commissions”; Providing For Repeal, Savings And Severability Clauses; And Providing For An Effective Date Of This Ordinance.

BACKGROUND:

The City of Willow Park currently has no procedures in place for the creation, advertisement, application process, and selection of and for Boards, Commissions, and Committees. The following Ordinance creates a definitive, clear, and transparent procedure for City Council, City Staff, and Residents. It should be noted that this Ordinance may conflict with some of the provisions of §1.05.032 “Parks and Recreation Advisory Board”, but it, too, will also be revised to coincide with this revision.

STAFF RECOMMENDATION:

Staff recommend approval of Ordinance, as presented.

EXHIBITS:

- City of Willow Park Ordinance regarding Code of Ordinances, Chapter 1, Article 1.05, “Boards, Commissions, and Committees”, Division 1.

RECOMMENDED MOTION:

To approve an Ordinance of the City Of Willow Park, Texas amending the City Of Willow Park Code Of Ordinances, Chapter 1 “General Provisions”, Article 1.05 “Boards, Commissions And Committees”, Division 1 adding §1.05.001 “Commissions And Advisory Boards”, adding §1.05.002 “Appointments for Committees, Boards and Commissions”, adding §1.05.003 “Member Conduct and Removal from Committees, Boards and Commissions”, and adding §1.05.004 “Operations of Committees, Boards and Commissions”; Providing For Repeal, Savings And Severability Clauses; And Providing For An Effective Date Of This Ordinance.

CITY OF WILLOW PARK, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES, CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.05 “BOARDS, COMMISSIONS AND COMMITTEES”, DIVISION 1 ADDING §1.05.001 “COMMISSIONS AND ADVISORY BOARDS”, ADDING §1.05.002 “APPOINTMENTS FOR COMMITTEES, BOARDS AND COMMISSIONS”, ADDING §1.05.003 “MEMBER CONDUCT AND REMOVAL FROM COMMITTEES, BOARDS AND COMMISSIONS”, AND ADDING §1.05.004 “OPERATIONS OF COMMITTEES, BOARDS AND COMMISSIONS”; PROVIDING FOR REPEAL, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Willow Park, Texas (“City”) is a Type-A general law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Willow Park desires to adopt regulations and procedures to govern the creation of commissions and advisory boards within the City; and

WHEREAS, the City of Willow Park City Council finds that adopting this Ordinance is in the best interest of the citizens of Willow Park.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment. That Chapter 1 “General Provisions”, Article 1.05 “Boards, Commissions and Committees”, of the City’s Code of Ordinances is hereby amended to add a new article § 1.05.001, to be entitled “Committees, Boards and Commissions” as set forth below with all other provisions of Chapter 1, Article 1.05 not herein affected to remain in full force and effect:

§ 1.05.001. “Committees, Boards and Commissions”

This Chapter shall be applicable to all City Committees, Boards and Commissions whether in existence now or in the future. A committee, board or commission (“CBC”) may be created by the City Council, and the creation of a CBC requires a majority vote of City Council. A CBC may be created to address a specific issue, fulfill a long-range goal, or provide citizen input to the City Council. The City Council desires to establish standardized procedures for the appointment, membership, dismissal, and code of conduct for the City’s CBCs.

- (a) The guidelines contained here within shall apply to all CBC created or formed by formal action of the City Council of the City of Willow Park. These guidelines are intended to supplement the existing ordinances regarding the Planning & Zoning Commission and the Parks and Recreation Advisory Board, as amended.
- (b) All applicants must be at least eighteen (18) years age of age, qualified voters and reside

within the corporate limits of the City of Willow Park.

- (c) Members shall have no outstanding debts to the City nor any pending litigation, and no history of being terminated from a CBC for cause.
- (d) A member cannot serve on more than two (2) CBC boards.
- (e) No city employee may serve as a CBC member except as a staff liaison in a non-voting support role.
- (f) No member of City Council may serve as a member of a CBC.
- (g) Members of boards, committees and commissions serve as volunteers, without pay.
- (h) Members of boards, committees and commissions may not be related to the Mayor nor a City Council member in office at the time of consideration or application.

SECTION 3. Amendment. That Chapter 1 “General Provisions”, Article 1.05 “Boards, Commissions and Committees”, of the City’s Code of Ordinances is hereby amended to add a new article **§ 1.05.002**, to be entitled “Appointments for Committees, Boards and Commissions” as set forth below with all other provisions of Chapter 1, Article 1.05 not herein affected to remain in full force and effect:

§ 1.05.002. “Appointments for Committees, Boards and Commissions”

- (1) Appointments for Committees, Boards, Commissions
 - (1) Existing CBC members who are eligible for reappointment and whose terms expire during the year are not automatically reappointed. Instead, they are offered the opportunity and shall follow the application and interview procedures herein specified.
 - (2) The terms of each member of a CBC are for two (2) years and expire on January 31st of the second (2nd) year following the member’s appointment, unless the member is appointed to fill a vacancy for an unexpired term.
 - (3) A person appointed to fill a vacancy on a CBC that occurs prior to the scheduled expiration of the incumbent member’s term shall serve the remainder of the incumbent member’s term. For the purpose of reappointments, the term is not considered a full term.
 - (4) Members shall continue to serve until the City Council has appointed a replacement or upon voluntary resignation by the appointee.
- (2) Applications and Selection Process
 - (1) Vacancies. Whether they result from a member’s resignation or term expiration, vacancies shall be advertised to the community via news media, bulletin board, city social media, the City website, and/or City newsletters.
 - (2) Application Requirements. To be considered for an appointment to a City Board, Commission, or Committee, the interested person shall submit a completed “Application for Appointment” form prescribed by the City to the City Secretary for submission to the City Council. Applications will be due to the City on the last working day of October of each year. The City Council may extend the application period if additional time is needed to complete the process.
 - (3) City staff and City Council shall review all applications, staff recommendations shall be presented to Council, and appointments shall be made by a majority vote of City Council members present at the meeting.
 - (4) Special Circumstances. In the event of a vacancy on a CBC during the CBC’s regular term, the City Council may utilize the list of applicants from the previous posting or advertisement and selection process to fill the vacancy, and the City Secretary shall retain all applications.

SECTION 4. Amendment. That Chapter 1 “General Provisions”, Article 1.05 “Boards, Commissions and Committees”, of the City’s Code of Ordinances is hereby amended to add a new article § 1.05.003, to be entitled “Appointments for Committees, Boards and Commissions” as set forth below with all other provisions of Chapter 1, Article 1.05 not herein affected to remain in full force and effect:

§ 1.05.003. “Member Conduct and Removal from Committees, Boards and Commissions

CBC members are expected to conduct themselves at CBC meetings in a fair, courteous, and professional manner. Members of all CBCs serve at the pleasure of the City Council and are subject to removal by a majority vote and at the discretion of the City Council. Reasons for removal may include, but are not limited to:

- (a) Excessive absences from CBC meetings. It is expected that CBC members will attend all regular and called meetings of the CBC to which they are appointed. A member may be subject to removal for missing more than three (3) consecutive regular or called meetings.
- (b) Conviction of a felony, which will result in the members’ immediate dismissal.
- (c) Change of legal residence to outside the corporate limits of the City of Willow Park.

SECTION 5. Amendment. That Chapter 1 “General Provisions”, Article 1.05 “Boards, Commissions and Committees”, of the City’s Code of Ordinances is hereby amended to add a new article § 1.05.004, to be entitled “Operations of Committees, Boards and Commissions” as set forth below with all other provisions of Chapter 1, Article 1.05 not herein affected to remain in full force and effect:

§ 1.05.004. “Operations of Committees, Boards and Commissions”

- (a) The following provisions may be approved by the City Council for each CBC:
 - (1) Each CBC at a minimum shall present a quarterly report to the Council. The Council reserves the right to require additional reporting. The report may be in the form of a written report and shall contain such information as may be deemed necessary by the Council.
 - (2) A quorum shall consist of a majority of the members.
 - (3) All CBC meetings shall be duly posted and shall be open to the public in accordance with the State of Texas Open Meetings Act, Government Code Chapter 551, et seq., as amended. All actions and decisions must be made in accordance with the Texas Open Meetings Act.
 - (4) Individuals appointed to any Commission, Board, or Committee must, at a minimum, complete one hour of training relative to the Texas Open Meetings Act.
 - (5) Parliamentary procedures in all CBC meetings shall be governed by Robert’s Rules of Order, and other procedures as may be established.
 - (6) Minutes are required for all meetings of CBCs.
 - (7) All CBC’s created by the City may make recommendations to the City Council regarding revisions and changes to this article.
 - (8) CBC members shall maintain objectivity and be free of conflicts of interest in discharging their duties. Members shall be independent in fact and appearance when hearing matters brought before the CBC. When a CBC member has any reason to believe that he or she cannot be impartial, intellectually honest and free of conflicts of interest, the member shall disclose the facts and circumstances which create the conflict and shall not vote or otherwise participate in consideration of the matter.
 - (9) Any CBC may seek any necessary assistance or resources from the City Council and/or

City Manager/Mayor regarding support needed to carry out the commission's duties. All CBCs shall receive from the city such administrative support as reasonably necessary to carry out the duties of the committee, board or commission and the city shall assist the CBC with maintenance of its records in compliance with the city's records retention schedule.

- (10) For CBC members which deal with confidential information, a Non-Disclosure Agreement (NDA) may be required.
- (11) Members of Committees, Boards and Commissions agree to utilize email accounts assigned to them on the City's domain for Committee business and provide information as may be requested under Public Information Act.

(b) Special Committees

"Ad Hoc" or "Special" Committees may be temporarily set up by the City Council to deal with specific short-term items that cannot be handled by or may be impractical for a regular standing committee. These committees will be dissolved as soon as the purpose for which the committee was created has been fulfilled.

SECTION 6: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 7: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Willow Park hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 8: Effective Date. This Ordinance shall become effective upon its passage and publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, THIS _____ DAY OF _____ 2025.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney

**CITY COUNCIL AGENDA ITEM BRIEFING SHEET**

Meeting Date: October 28, 2025	Department: Administration	Presented By: Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion: To discuss and consider An Ordinance Of The City Of Willow Park, Texas Amending The City Of Willow Park Code Of Ordinances, Chapter 14 Zoning, Article 16 “Commissions”, § 14.16.003 “Membership And Terms”, § 14.16.004 “Procedure”, § 14.16.005 “Duties And Powers”, And §14.16.006 “Staff Support”; Providing For Repeal; Providing For Savings And Severability; Providing For Publication And Establishing An Effective Date.

BACKGROUND:

The City of Willow Park currently has no procedures in place for the creation, advertisement, application process, and selection of and for Planning & Zoning Commission. The following Ordinance is aligned with other boards and creates a definitive, clear, and transparent procedure for City Council, City Staff, and Residents.

If the City Council is agreeable to this Ordinance, City Staff will present it to the Planning & Zoning Commission and return to City Council with the Commission’s recommendation for passage.

STAFF RECOMMENDATION:

Staff recommend approval for City Staff to proceed to the Planning & Zoning Commission with this Amended Ordinance, as presented.

EXHIBITS:

- City of Willow Park Ordinance regarding Code of Ordinances, Chapter 14, Article 16, as presented.

RECOMMENDED MOTION:

To approve City Staff to proceed to the Planning & Zoning Commission with the amended Ordinance of the City Of Willow Park Code Of Ordinances, Chapter 14 Zoning, Article 16, as presented.

CITY OF WILLOW PARK, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES, CHAPTER 14 ZONING, ARTICLE 16 “COMMISSIONS”, § 14.16.003 “MEMBERSHIP AND TERMS”, § 14.16.004 “PROCEDURE”, § 14.16.005 “DUTIES AND POWERS”, AND §14.16.006 “STAFF SUPPORT”; PROVIDING FOR REPEAL; PROVIDING FOR SAVINGS AND SEVERABILITY; PROVIDING FOR PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas is a Type-A general law municipality (the “City”) located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Willow Park desires to revise its zoning ordinance regarding policies and procedures for the planning and zoning commission; and

WHEREAS, the City of Willow Park submitted the revisions to Chapter 14 “Zoning”, Article 16 “Commissions” to the planning and zoning commission for its review, held public hearings with both the planning and zoning commission and the city council and published notice, all in compliance with Chapter 14 “Zoning”, Article 21 “Amendments” of the City of Willow Park Code of Ordinances and Chapter 211 of the Texas Local Government Code; and

WHEREAS, the City of Willow Park City Council finds and determines that the revision of the zoning ordinance regarding the city planning and zoning commission will be in the best interests of the citizens of Willow Park.

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

SECTION 1. All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: Amendment. That Chapter 14 “Zoning”, Article 16 “Commissions”, §14.16.003 “Membership and Terms”; of the City’s Code of Ordinances is hereby amended and revised and replaced in its entirety as set forth below with all other provisions of Chapter 14, Article 16 not herein affected to remain in full force and effect:

§ 14.16.003. Membership and terms.

(a) Membership.

(1) The planning and zoning commission ("commission") shall consist of five voting commissioners separately appointed to specific offices designated as: Place 1, Place 2, Place 3, Place 4, and Place 5. Applications are required for each commissioner position and must be submitted to the city secretary, where they will remain on file.

All applications received for a vacant or expiring commission place position will be presented to city council with staff recommendations. The mayor and/or members of city council may make commission recommendations from the presented applications. Each commissioner shall be selected and appointed by a majority vote of the city council.

(2) Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made.

(3) The city secretary shall maintain a list of the names, addresses, telephone numbers and terms of each commissioner and shall make such list available to the commission and city council after each commission appointment.

(4) To qualify as a commissioner, the persons must be resident citizens for a minimum of one-year, current taxpayers, real property owners, and qualified voters of the City of Willow Park who are not employees of the city.

(5) The city will make training opportunities available for each commissioner and allow attendance at seminars and workshops relating to the basics of municipal planning and zoning in Texas, with tuition, if any, paid by the city.

(6) Commissioners may resign from their office at any time by submitting written notice to the secretary. The city may remove a commissioner at any time for any reason by a majority vote of the city council.

(b) Term.

(1) Each member of the commission will be appointed to a two-year term, with the term beginning in January as follows:

(A) Place 1, Place 3, and Place 5 in odd-numbered years.

(B) Place 2 and Place 4 in even-numbered years.

(2) A commissioner vacancy shall be filled in accordance with subsection (a)(1) for the unexpired term of the office vacated.

SECTION 3: Amendment. That Chapter 14 “Zoning”, Article 16 “Commissions”, §14.16.004 “Procedure.”; of the City’s Code of Ordinances is hereby amended and revised and replaced in its entirety as set forth below with all other provisions of Chapter 14, Article 16 not herein affected to remain in full force and effect:

§ 14.16.004. Procedure.

(a) Meetings. The members of the commission shall regularly attend meetings and public hearings of the commission and shall serve without compensation. The commission shall meet once a month on such dates and times as determined by the commission and/or as appropriate to conduct the business of the commission, as determined by city staff. Special meetings may be scheduled by city staff for time-sensitive items which require

the commission's recommendation.

- (b) Quorum. A majority of the commissioners shall constitute a quorum to conduct business. An affirmative vote of a majority of those present and qualified to vote at any meeting, shall be necessary to pass any motion, recommendation or resolution. In the absence of a quorum, city staff may call a special meeting to address time-sensitive items which require the commission's recommendation.

- (c) Presiding officers.

- (1) Each year during its first meeting in January, or as soon as practicable, the commission shall elect presiding officers from the commissioners, including, at a minimum, a chair and a vice-chair.
 - (2) The chair, or in absence of the chair, the vice chair, shall preside at all meetings of the commission.

- (d) Rules and regulations. The commission shall have the power to make rules, regulations and bylaws for its own governance, which shall conform with those set forth by the city council, and such rules, regulations and bylaws shall be subject to approval by the city council. Such rules and bylaws shall include, among other items, provisions for:

- (1) Regular and special meetings, open to the public;
 - (2) A record of its proceedings in accordance with the Texas Open Meetings Act
 - (3) Reporting to the governing body, from time to time; and
 - (4). Meeting rules of order and the commission public hearings

SECTION 4: Amendment. That Chapter 14 Zoning, Article 16 Commissions, §14.16.005 “Duties and Powers.”; of the City’s Code of Ordinances is hereby amended and revised and replaced in its entirety as set forth below with all other provisions of Chapter 14, Article 16 not herein affected to remain in full force and effect:

§ 14.16.005 Duties and Powers.

- (a) General. The commission shall exercise all powers, privileges and authority authorized and granted by the Texas Constitution, the Statutes of the State of Texas granting municipalities the power of zoning and subdivision regulation as found in chapters 211 and 212, Texas Local Government Code, subject to final approval by the city council.
- (b) The planning and zoning commission shall be an advisory body and adjunct to the city council and shall make recommendations regarding amendments to the comprehensive plan, changes of zoning for real property, zoning and subdivision ordinance amendments, zoning to be given to newly annexed areas, approval of plats of subdivisions, and other planning-related matters.
- (c) The planning and zoning commission shall review the city's comprehensive plan and shall be prepared to make recommendations to the city council, as deemed necessary, to keep the city's comprehensive plan current with changing conditions and trends and with the planning needs of the city.
- (d) The planning and zoning commission shall also serve in an advisory capacity on any other planning-related matter(s) in the city.

- (e) Joint meetings with the city council: Whenever the city council and the planning and zoning commission are required by the laws of the State of Texas to conduct public hearings in matters pertaining to planning, zoning or subdividing property, and at other times when it is in the best interest of the city to do so, the city council and the planning and zoning commission are hereby authorized, after published notice as required by law, to hold joint meetings and to conduct joint public hearings.

SECTION 5: Amendment. That Chapter 14 “Zoning”, Article 16 “Commissions”, §14.16.006 “Staff Support.”; of the City’s Code of Ordinances is hereby amended and revised and replaced in its entirety as set forth below with all other provisions of Chapter 14, Article 16 not herein affected to remain in full force and effect:

§ 14.16.006 Staff Support.

- (a) Staff liaison. A city employee will be designated as staff liaison by the city manager to handle routine correspondence for the commission, prepare and post all required agendas, notices, maintain documents and files on all matters to be considered by the commission, prepare reports for the commission, provide relevant information to be considered by the commission to assist them in performing their functions, and ensure proper agenda item wording, notification and compliance with Texas Open Meetings Act.
- (b) Minutes. A recording secretary shall be designated by the city manager to keep complete and accurate minutes of the commission meetings. The city secretary shall be the custodian of commission records. Minutes shall include, at a minimum, a written narrative of all motions and votes taken as well as all relevant discussions, recommendations, findings and resolutions of the commission. After approval by a majority of the commission, the minutes shall be made public.
- (c) Reporting. For the city council meeting following a commission meeting, city staff shall provide a written report to the city council summarizing any recommendations of the commission to be presented to city council.

SECTION 6: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 7: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Crandall hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 8: Effective Date. This Ordinance shall become effective upon its passage and publication.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
WILLOW PARK, THIS _____ DAY OF _____ 2025.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 28, 2025	Department: Admin	Presented By: Communications Director Covington Services – IT contractor
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AGENDA ITEM: Discussion/Action: Presentation on the new city website

BACKGROUND: The Communications Department, along with Covington Services (our IT contractor) have been working for the last several months on a new, upgraded and updated website for the City. At the council meeting, they will present an overview and tour of the new site, as well as answer questions from the mayor/council about the new site.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: October 28, 2025	Department: Admin	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion/Action: Authorization to update signatories on all City accounts held with financial institutions, including the removal and addition of designated individuals.

BACKGROUND:

Due to recent changes in the City Council and administrative management, it is necessary to update the list of individuals authorized to sign checks and conduct financial transactions on behalf of the City.

Currently, the authorized signatories include Bryan Grimes and Lea Young, as well as Mayor Teresa Palmer, Eric Contreras, Michelle Guelker and Andrea Saylor.

Staff is recommending removing Lea Young and Bryan Grimes as authorized signatories on all city accounts held with financial institutions.

Staff recommends that following names are authorized by Council for all city accounts held at financial institutions: Teresa Palmer, Nathan Crummel, Eric Contreras, Andrea Saylor, and Michelle Guelker

STAFF/BOARD/COMMISSION RECOMMENDATION:

Suggested Motion: I move to remove Bryan Grimes and Lea Young as authorized signatories on all city accounts held with financial institutions and that the following names will be the authorized signatories on all city accounts held with financial institutions: Teresa Palmer, Nathan Crummel, Eric Contreras, Andrea Saylor, and Michelle Guelker.

RESOLUTION NO. 2025-
A RESOLUTION REMOVING AND ADDING PERSONS AS THE AUTHORIZED
SIGNATORIES FOR ALL CITY OF WILLOW PARK ACCOUNTS WITH TEXAS FIRST BANK,
FIRST FINANCIAL BANK AND TEXSTAR

WHEREAS, the City of Willow Park (the “City”) has previously designated Bryan Grimes and Lea Young as "Authorized Signatories" for all of its accounts with Texas First Bank, First Financial Bank and TexStar; and

WHEREAS, with the resignation of Bryan Grimes and Lea Young no longer serving on the City Council for the City, the City now wishes to remove Mr. Grimes and Ms. Young as Authorized Signatories and add the following persons as Authorized Signatories on all City accounts with Texas First Bank, First Financial Bank and TexStar: Teresa Palmer, Mayor; Nathan Crummel, City Council Member/ Mayor Pro Tem; Eric Contreras, City Council Member, Andrea Saylor, Finance Manager; and Michelle Guelker, Assistant City Manager.

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

Remove: The following officers, officials, or employees of the City of Willow Park are hereby removed as designated "Authorized Signatories”:

Printed Name: Lea Young
 Title: City Council Member/ Mayor Pro Tem
 Printed Name: Bryan Grimes
 Title: City Manager

Add: The following officers, officials, or employees of the City of Willow Park are hereby added as designated "Authorized Signatories”:

Printed Name: Teresa Palmer
 Title: Mayor
 Printed Name: Nathan Crummel
 Title: City Council Member/Mayor Pro Tem
 Printed Name: Eric Contreras
 Title: City Council Member
 Printed Name: Andrea Saylor
 Title: Finance Manager
 Printed Name: Michelle Guelker
 Title: Assistant City Manager

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK ON THIS 28th DAY OF OCTOBER 2025.

Teresa Palmer, Mayor

Attest:

Deanna McMullen, City Secretary

CITY OF WILLOW PARK, TEXAS
ORDINANCE NO. 926-25

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES, CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.03 “CITY COUNCIL”, DIVISION 2 “GOVERNANCE POLICY AND RULES OF PROCEDURE”, §1.03.035 “MEETINGS”, SUBSECTION (m) “AGENDA”; PROVIDING MAYOR AND THE CITY ADMINISTRATOR HAVE CONTROL OF THE CITY COUNCIL AGENDA, INCLUDING SUPPLEMENTS AND AMENDMENTS AND PROVIDING AN AGENDA SCHEDULE; PROVIDING FOR SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas is a Type-A general law municipality (the “City”) located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Willow Park desires to revise its City ordinance regarding policies and procedures for placing items on the agenda; and

WHEREAS, the City of Willow Park submitted the revisions to Chapter 1 “General Provisions”, Article 1.03 “City Council” to the City Council for its review, all in compliance with Chapter 1 “General Provisions”, Article 1 “Code of Ordinances” §1.01.007 “Amendments or additions to code” of the City of Willow Park Code of Ordinances; and

WHEREAS, the City of Willow Park City Council finds and determines that the revision of the City ordinance regarding meetings will be in the best interest of the citizens of Willow Park.

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

SECTION 1. All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: Amendment. That Chapter 1 “General Provisions”, Article 1.03 “City Council”, §1.03.035 “Meetings”, of the City’s Code of Ordinances is hereby amended and Subsection (m) is replaced in its entirety as set forth below with all other provisions of Chapter 1, Article 1.03 not herein affected to remain in full force and effect:

§ 1.03.035. Meetings.

(m) Agenda

- (1) The mayor and/or city administrator or designee shall set the agenda and have control over the agenda, including supplements and amendments. The mayor and any council member may, either verbally or in writing, request an item be placed on a future agenda. The requested agenda item shall be included on the next agenda of a regularly

scheduled meeting but no later than the second regularly scheduled meeting after receiving the request unless otherwise agreed upon by the city council.

(2) A preliminary agenda shall be provided by the city secretary or designee to the council by 12:00pm on the Monday, or five business days, prior to a scheduled city council meeting.

(3) A final agenda shall be provided by the city secretary or designee to the council by 12:00pm on the Tuesday, or four business days, prior to a scheduled city council meeting.

(4) The “consent agenda” consists of operational items and previously discussed items that do not require deliberation by the council.

(5) Any council member may remove an item from the consent agenda for separate discussion and consideration of action.

(6) During a council meeting, any item may be deferred or postponed to a later date by the mayor if there is no objection. If a member of the city council objects, a majority vote of the council is required to defer or postpone the item.

(7) The city administrator may remove an item from the consent agenda items by providing notice to the city council prior to the convening of the meeting. The chair shall announce the removal of an item from the consent agenda prior to requesting a motion.

SECTION 3: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Willow Park hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, THIS _____ DAY OF _____ 2025.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: October 28, 20252	Department: Public Works	Presented By: Chase McBride
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AGENDA ITEM

Quarterly update from the Public Works Department

PRESENTATION HIGHLIGHTS

Monthly Water Usage*

Month	Well Production Total	Purchased from Fort Worth	TOTAL PRODUCED WATER
January	13,335,085	8,612,750	21,947,835
February	12,974,193	7,745,700	20,719,893
March	14,765,270	11,378,125	26,143,395
April	16,540,959	11,305,430	27,846,389
May	14,097,595	14,127,430	28,225,025
June	13,273,582	18,206,200	31,479,782
July	14,107,967	24,801,820	38,909,787
August	14,821,098	25,802,290	14,821,098
September	13,078,040		13,078,040
October			
November			
December			

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

Water System Leaks and Water Loss

From July 1, 2025 – October 1, 2025, we have had 18 leaks throughout the city with a water loss of 234,500 gallons. The El Chico storage tank had a leak in the bottom that had been repaired with a water loss of 40,000 gallons. Parker County used 265,300 gallons of water for the 2 street projects.

Streets

Parker County has completed the road projects in the Kingswood and the Royal View subdivisions.

New Wastewater Treatment Plant

Progress continues to be made. The Plant's basins have been fully poured; the catwalk and the railing have been installed. The generator has been set. Also, the chemical buildings have been installed. The exterior of the office building is completed; they are working on the inside build out. The plant expansion basin has been completed. The disk filter basin has been poured. The mechanical parts of the plant will start to be installed as they are delivered from manufacturer. The City of Hudson Oaks has also started the construction on their Lift station and Force main project.

Attached are pictures taken on 10/16/2025









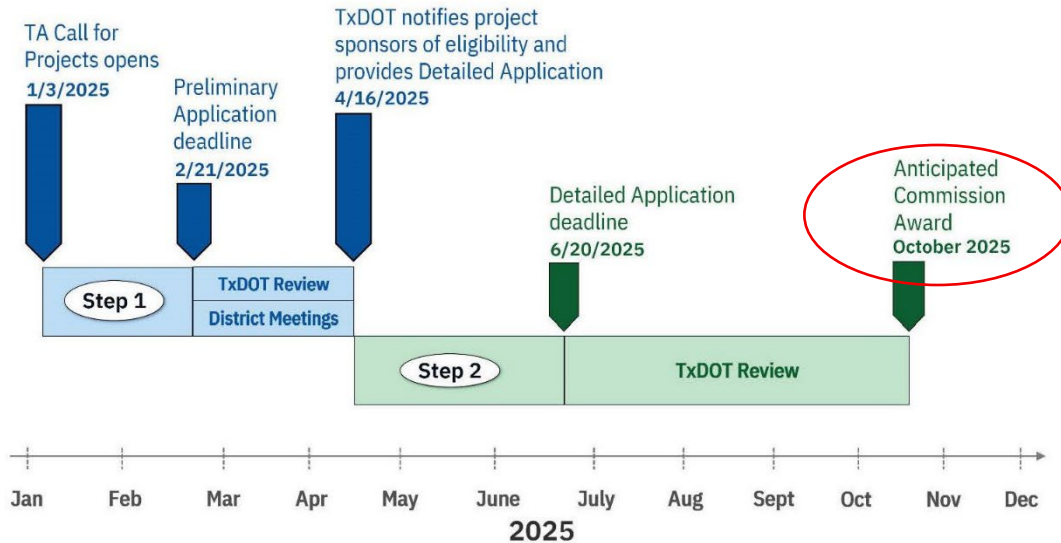


Project Update

Engineering

Texas Department of Transportation's 2025 Transportation Alternatives (TA) Set-Aside Call for Projects

2025 TA Program Call Timeline



- ▶ The Texas Department of Transportation (TxDOT) issued a “Call for Projects” in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program.
- ▶ The TA program provides funding for development of preliminary engineering and construction of pedestrian and/or bicycle infrastructure. It also provides funding for the development of planning documents to assist communities of any size in developing non-motorized transportation networks.
- ▶ The city of Willow Park submitted two detailed applications on 6/6/2025.
- ▶ Each project is competitively evaluated. The city will be notified sometime in October if the project is selected for funding.

City of Willow Park/ Parker County Street Improvements

- ▶ The Parker County Commissioners Court approved an Interlocal Agreement (ILA) with the City of Willow Park to perform street improvements.
- ▶ The project consists of 3" HMAC/Reclaim w/ P2 Stabilizer on Kings Gate Road, Queensway Road, Knightsbridge Road, Forrest Circle, Sherwood Street, Royal View Drive, Castle Mount, Kingswood Road, Misty Meadows, Quail Crest, Clear Fork, Camelot Court, and Camelot Street.
- ▶ Project Status: Completed
Completion Date: October 2025

King's Gate Road Bridge Replacement Project

Bid Tab Summary

Bid Rank	Vendor Name	Bid Total Amount	Engineer's Estimate	% Over/Under
EE	TxDOT's Engineer's Estimate	\$1,776,975.00	\$1,776,975.00	0.0%
1	Talbert Companies, LLC	\$1,536,598.58	\$1,776,975.00	-13.5%
2	STX Civil	\$1,656,064.00	\$1,776,975.00	-6.8%
3	Hodges and Son Construction Co.	\$1,734,885.00	\$1,776,975.00	-2.4%
4	Scott Tucker Construction Company	\$1,796,217.80	\$1,776,975.00	1.1%
5	PMCO Construction, LLC	\$1,807,523.90	\$1,776,975.00	1.7%
6	Texas Steel Industrial Placing, LLC	\$1,819,233.43	\$1,776,975.00	2.4%
7	Skyline Bridge, LLC	\$1,867,514.30	\$1,776,975.00	5.1%
8	ED Bell Construction Company	\$1,947,946.25	\$1,776,975.00	9.6%

- ▶ Let date - August 2025.
- ▶ The project consists of the removal and replacement of the King's Gate Road bridge over Clear Fork Trinity River. The project includes the approach roadways approximately 200' south of the bridge to the IH 20 frontage road and 100' north of the bridge.
- ▶ Awaiting the Notice to Proceed from the TxDOT Area Office to schedule the pre-construction meeting with the contractor.
- ▶ Project is to be completed in 121 working days.

Squaw Creek Road - Water Line Replacement and Street Improvements

- ▶ The project consists of water line replacement and street reconstruction of Squaw Creek, Yucca, Mesa, Cactus, Cactus Court, and Verde Roads.
- ▶ A Town Hall meeting was held on May 29, 2025, for the residents along Squaw Creek Road.
- ▶ A second Town Hall meeting was held on September 25, 2025, for the residents of the side streets (Yucca, Mesa, Cactus Rd, Cactus Ct, and Verde).
- ▶ The engineering consultant has submitted the 90% design plans, and they are currently under review by city staff.
- ▶ City staff will continue to conduct one-on-one meetings with residents to discuss specific details about the project.
- ▶ The next step is to pursue construction funding and advertise for bids.



Project Location Map

Pavement Life Cycle Curve

Item 14.

Pavement Condition Assessment

- ▶ The project consists of a new street-by-street condition survey and pavement assessment of all city streets.
- ▶ Staff provided updates to both Council and the public during the July and September City Council meetings, covering key topics including pavement management concepts, the condition of our roadway network, and results of the survey.
- ▶ The next step is to develop a pavement rehabilitation plan and identify appropriate funding.

Zone for Pavement Preservation

Increased Pavement
Not rehabilitated
Pavement Performance Curve

— Steady State PCI: Final PCI = 68, Backlog = 4%, Annual Budget = \$1.96M/Yr
— PCI Control Budget: Final PCI = 65, Backlog = 9%, Annual Budget = \$1.09M/Yr
- - - Backlog Control Budget: Final PCI = 64, Backlog = 10%, Annual Budget = \$0.85M/Yr

= 8%, Annual Budget = \$1.3M/Yr

, Annual Budget = \$0.155M/Yr

2026

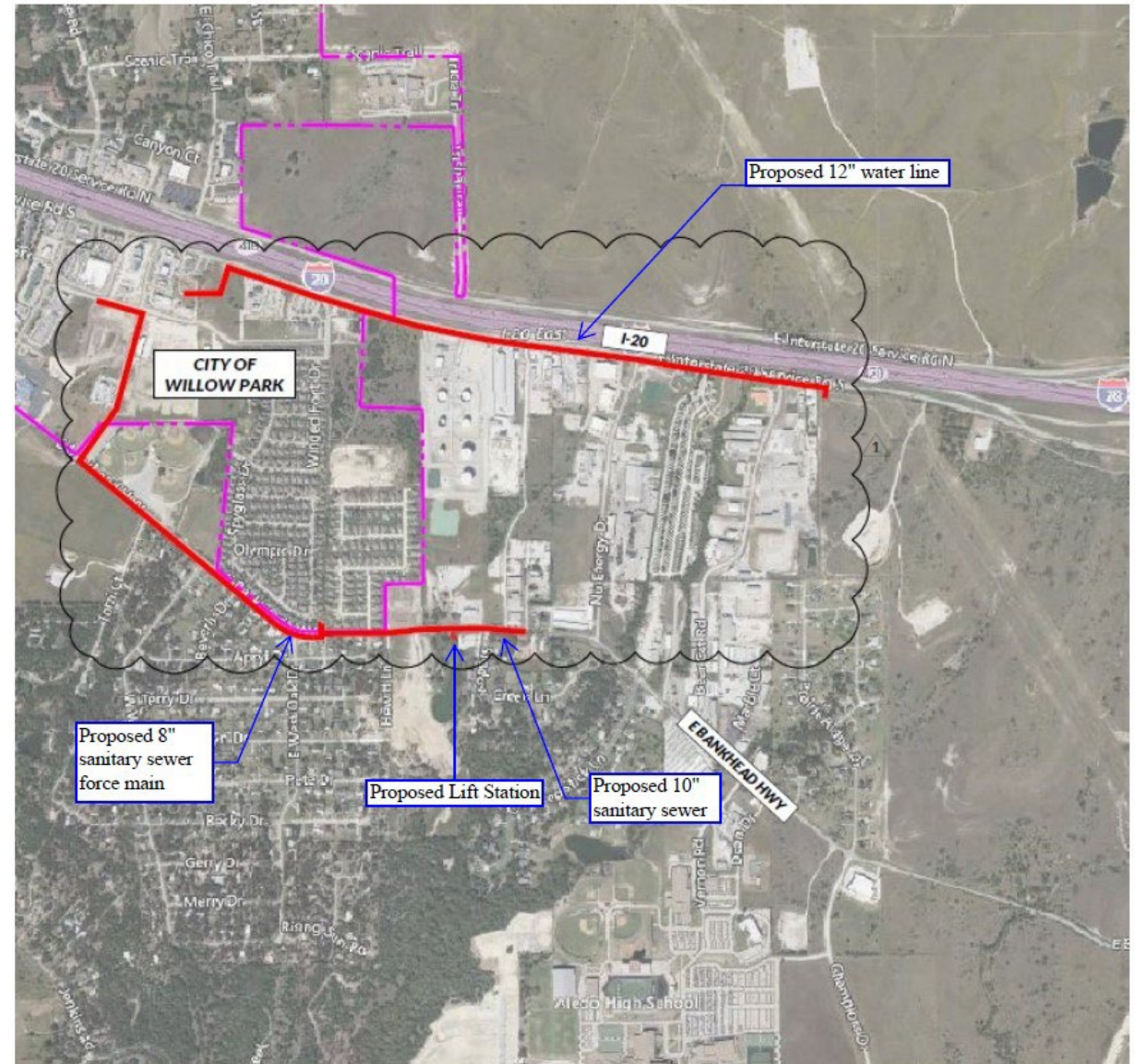
2027

2028

Time (Pavement Age)

E. Bankhead Highway Utility Extensions, Phase 1

- ▶ The project consists of approximately 6,300 linear feet of 12" HDPE water line, 4,200 linear feet of 8" HDPE sewer force main, 690 linear feet of 10" HDPE sewer gravity main, and associated appurtenances.
- ▶ Notice to Proceed issued April 2025.
- ▶ Southern Contractors Group is currently working on the installation of the 12" water line. The water line installation is close to 90% complete. Construction schedule shows completion date of October 31st for the water line.
- ▶ Contractor will then proceed with the installation of the sanitary sewer line along Bankhead Highway.
- ▶ Estimated completion date is January 2026.



Project Location Map



Willow Park
TEXAS

PLANNING & DEVELOPMENT DEPARTMENT

FY2024-25 4TH QUARTER REPORT

PREPARED BY CHELSEA KIRKLAND

CITY OF **Willow Park** TEXAS

This 4th Quarter has brought some exciting momentum to Willow Park, with increased commercial interest and several new businesses preparing to call Willow Park their home. In comparison to years past, we are exceeding permitting amounts.

Among the highlights are multiple new restaurants incoming, that will enhance the community's dining and job opportunities. This growth reflects Willow Park's steady economic growth, and it appeals as a thriving destination.

Continued investment into the infrastructure and thoughtful planning is paving the way for a vibrant and dynamic commercial corridor.

The Development department plans to keep moving forward toward a better, stronger Willow Park. With each new project, we are shaping a community that supports both residents and businesses alike.

TOTAL PERMITS PROCESSED: 141

COMMERCIAL PERMITS: 52

Type of Permit	# of Permits
Clean and Show	1
Irrigation	5
TABC Liquor License	1
Mechanical	6
New Addition Building	0
New Building	4
Plumbing	0
Revised/Certificate of Occupancy	2
Sign	5
Temporary Sign	2
Site Delopment Plan - Review	1
Tenant Remodel	9
C/R Electrical Permit	7
TOTAL COMMERCIAL PERMITS:	52

RESIDENTIAL PERMITS: 47

Type of Permit	# of Permits
Accessory Building	0
Accessory Garage Building	2
Drive Approach	3
Electrical	7
Fence/Retaining Wall	9
Foundation Repair	0
Irrigation	5
Mechanical	6
On-Site Sewage Facility	2
Plumbing	9
Pool/Spa	0
Remodel/Addition to Building	0
Single-Family Dwelling	4
Window Replacement	0
TOTAL RESIDENTIAL PERMITS:	47

DEVELOPMENT & MISCELLANEOUS PERMITS: 42

Type of Permit	# of Permits
Demolition	0
Final Plat	0
Fire Alarm	3
Fire Hood Suppression	1
Fire Suppression	3
Health	16
Health Inspector Mobile Food Truck	0
Peddler	0
Preliminary Plat	1
Re-Plat	3
Right-of-Way	11
Solar Panel System Electrical	3
Special Event	1
Special Use (SUP) and ZBOA	0
TOTAL DVMT & MISC PERMITS:	42



CITY OF
Willow Park
TEXAS

FY2024-25
4th Quarter

Building Inspections
conducted:

824

NEW BUSINESSES

Tenant Remodel *recently accepted or issued:*

- **Cork and Pig (Coming Soon - October)** – 460 Shops Blvd
- **Toastique** – 270 Willow Bend
- **Rotolo's Craft and Crust** – 225 Shops Blvd Ste 106
- **Clean Eatx** – 337 Shops Blvd Ste 104
- **The Atkins Agency** – 270 Willow Bend Ste 300
- **Totality MedSpa** – 270 Willow Bend Ste 200
- **Pulido's** – 104 S Ranch House Rd

Certificates of Occupancy *application recently accepted or issued:*

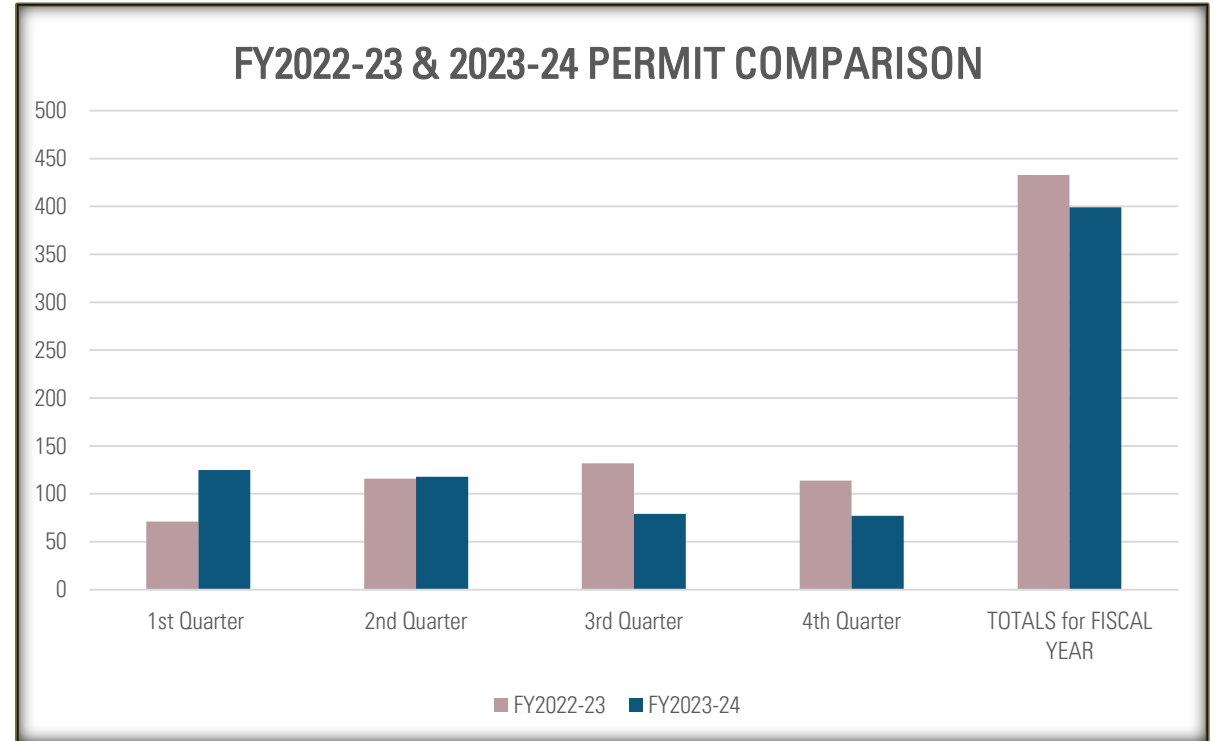
- **Authentic Pilates** – 280 Willow Bend Dr
- **Maven Hair Co.** – 229 Shops Blvd Ste 101
- **Western Charm** – 225 Shops Blvd Ste 104
- **Willow Park Lone Star Medical** – 136 El Chico Trl Ste 102
- **White Buffalo Wealth** – 5147 E I-20 Service Rd.



CITY OF Willow Park TEXAS

Item 15.

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



CHARTS INCLUDED FOR PRIOR FY COMPARISONS



Willow Park
TEXAS

***PLANNING & DEVELOPMENT DEPARTMENT
STAFF***

Randy Law – Certified Building Official

Gretchen Vazquez, P.E. – City Engineer

Christine Rosas – Certified Permit Technician

Chelsea Kirkland – City Planner

Parks Department and Events Quarterly Report July – September 2025

Mandy McCarley
Parks Director
mmccarley@willowpark.org

Kings Gate Park Improvements

Shade Structures over Two
Benches by Playscape

Shaded 3-Bay Swing Set

8 City of Willow Park
Benches

4 Picnic Tables

Two Backless Benches by
Playscape

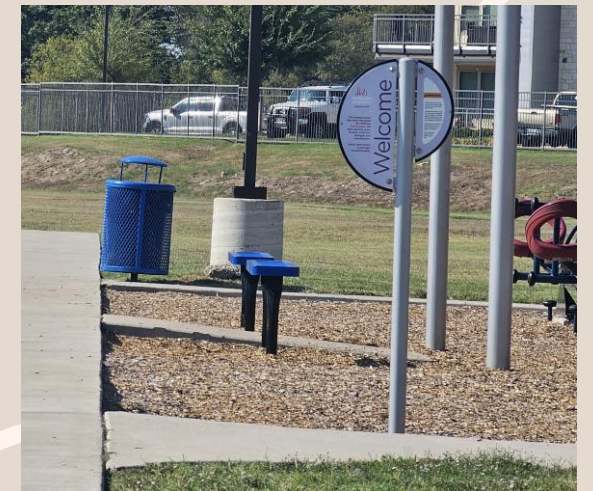
Kings Gate Park Site Map for Picnic Tables/Benches and Three-Bay Shaded Swing Set



New benches, picnic tables and shaded seating at Kings Gate Park



Item 16.



Kings Gate Park Bathroom/Pavilion Update

Worked with city engineer, Gretchen Vasquez, and building official, Randy Law, on finalizing site plans for the building and bid packet materials.

Sent bid packet material to attorneys for review.

Per attorney's request, e-mailed an architect to sign off on the building/pavilion plans.

We would like to get the bid packet advertised by mid-November.



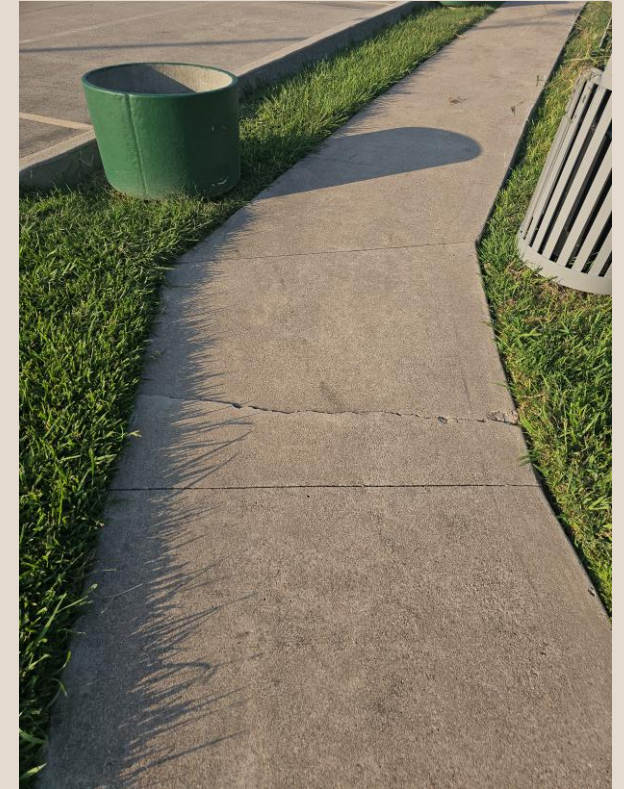
Pvc. Paul Balint Memorial Park Improvements

CRACKED/BROKEN SIDEWALK
REPLACED

NEW TRASH RECEPTACLE
INSTALLED

CONCEPT PLAN FOR THE PARK

Pictures of Cracked/Broken Sidewalk



New Sidewalk and Trash Receptacle



Item 16.



Concept Plan for Memorial Park

I MET WITH PARKS BOARD MEMBER AND MILITARY VETERAN JERRY VIERLING, AND DAVY VESTAL OF DAVY VESTAL MONUMENTS TO DISCUSS THE VISION OF MEMORIAL PARK. HERE ARE SOME OF THE IDEAS THAT WILL BE PRESENTED TO THE PARKS BOARD AT OUR NEXT MEETING ON NOVEMBER 4:

Item 16.

Davy is designing a large monument that will represent all areas of the military for the first of several monuments. He is also working on individual monuments for each branch of the military.

Instead of individual benches, a wall for each area of the military will be available for our citizens to buy a plaque to honor their family member or boat/ship.

To have consistency in our city parks, take out all the personalized benches and replace with City of Willow Park benches that we have at Cross Timbers and Kings Gate Parks.

We would like for flag poles with each branch of the military be placed at the north end of the park.

We discussed a large fountain, but it was quickly overruled for safety reasons. We thought that placing bubblers around the park would give the quiet, peaceful park soothing water sounds.

We want to discuss with the rest of the Parks Board on criteria for honoring loved ones at Memorial Park.

Cross Timbers Park

- I received a call about a beehive at Cross Timbers Park the morning of August 21. I went to the park and located the hive and proceeded to call a honeybee removal company. He was at the park within a couple of hours of my phone call and safely relocated the hive.
- We will have more brush removal and tree trimming completed in the park starting October.

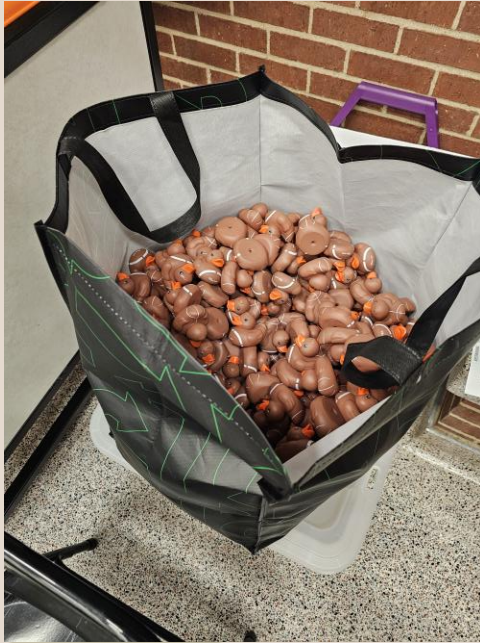


Green Ribbon – Beatification on I-20 Frontage (Mikus Road to East Mikus Road)

We met with TxDOT to discuss expectations and all documentation needed for this project.

We met with Westwood to go over the concept plan and finalize plant/hardscape materials. The timeline for this project to begin construction will be around September 2026.





Bearcat Nation 101



Item 16.



Bearcat Nation 101 was a huge success. Over 400 City of Willow Park Football Ducks were handed out, as well as other prizes that were available to win on the prize wheel.

Having a table next to the Robotics Club was fun because they were able to use our ducks as part of a demonstration.



COMMUNICATIONS AND MARKETING REPORT

Q4 2025 // PREPARED BY ROSE HOFFMAN

City of Willow Park



TOWN HALLS AND MORE

As part of the Squaw Creek reconstruction project, the second of two town halls was held in September to discuss the project with affected residents. Meetings with residents continue in advance of the project.

The public campaign began planning stages in **January 2025**, including:

- Town halls
- One-on-one meetings with property owners
- Letters mailed to residents
- Door notices placed on properties
- A centralized web page for up-to-date information
- Notices on the city hall bulletin board, social media, and The Community News
- Coverage in The Community News
- Notifications via the city's alert system

The Communications Department is also assisting the Home Rule Charter Commission with their town halls and web page information, as well as serving as a staff liaison for the members of the committee.

This includes managing their agenda posting, connecting them with legal counsel, and directing inquiries from the public to the correct locations.

Staff is also prepared to assist with a community awareness campaign in the spring to offer information about the charter to our residents.

COMMUNITY ENGAGEMENT

The last quarter of FY 2025, the communications department also:

- Assisted the Willow Park Police Department in public communications, including the “Coffee with a Cop” event;
- Provided media assistance for several outlets, including The Community News, The Weatherford Democrat, The Coyote Radio Station, and the Dallas Business Journal;
- Led production of a 30-second video spot for our AISD scoreboard sponsorship.
- Attended training on crisis communications, media and public relations, and graphic design;
- Created print and digital articles and advertisements;
- Attended ribbon cuttings and groundbreakings to welcome and establish relationship with new businesses;
- Created all the marketing deliverables for National Night Out and other events; and
- Partnered with the IT contractor to prepare the new website launch

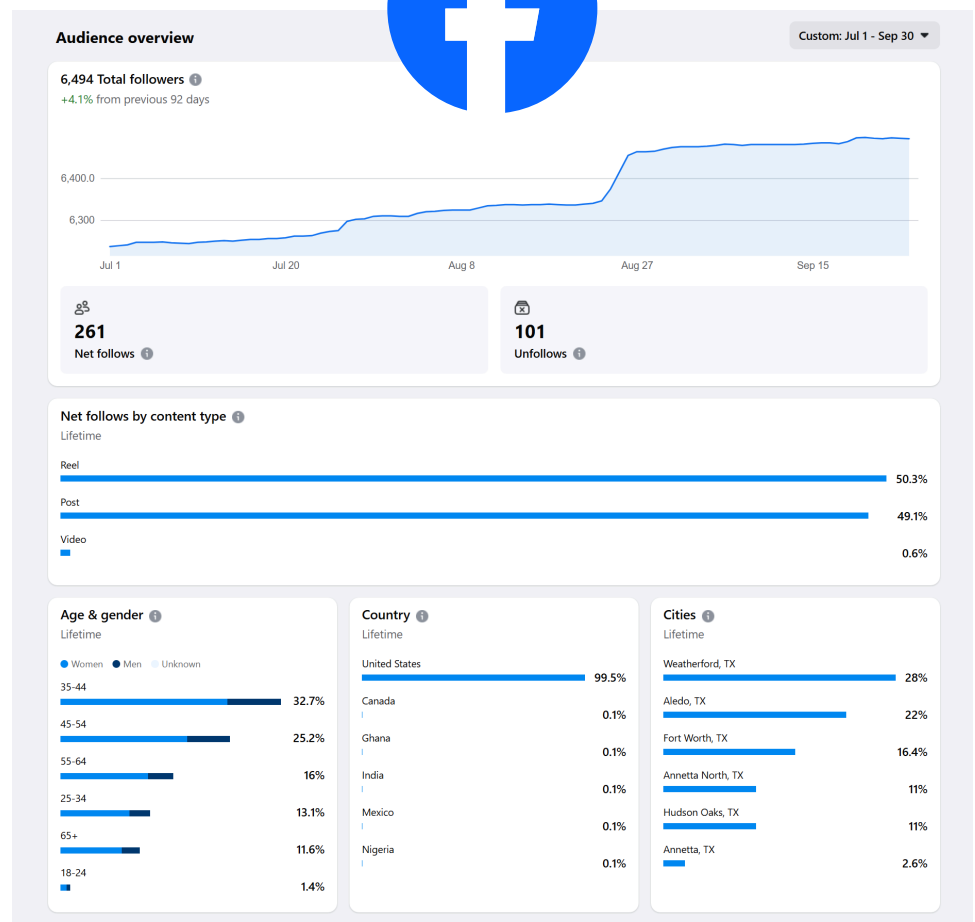
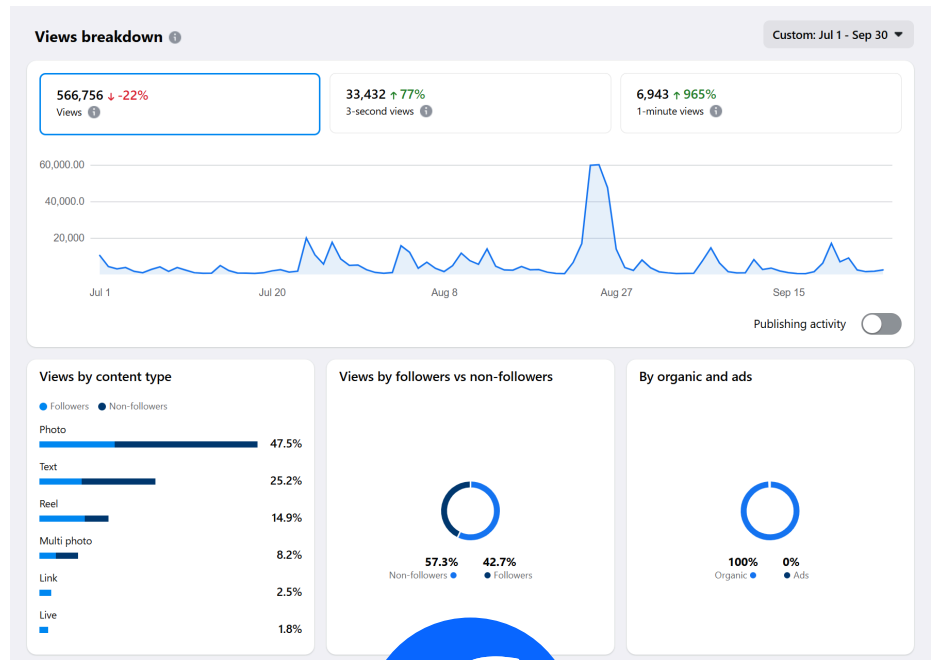
HIGHLIGHTS



BY THE NUMBERS

KEY METRICS

- Audience engagement was down during the fourth quarter, and while we continue to gain net followers, our unfollow rate is higher than it's been in past data.
- It should also be noted that less “non-followers” are engaging with our content.
- Our audience continues to be dominated by women, mostly in the age 35-44 category.
- Since Facebook analytics does not recognize Willow Park as a location, it cannot be confirmed that our followers are all local, but the data placing most of our views in surrounding cities suggests that we are primarily reaching local audience on Facebook and Instagram.



- Our top posts on Facebook include business news, traffic alerts and news from City Council.
- Our YouTube views continue to increase but historically viewers don't watch most of the video they're viewing. This is true across platforms for many other cities. That platform does appear to be gaining popularity among our audience.



Content library

Published Scheduled

+ Create Filters Columns Custom: Jul 1 - Sep 30 0/50 posts selected

☐	Preview	Views	Reach	Interactions	Net follows	Impressions	Comments
☐	 Texas Health is breaking ne... Published • Aug 28 at 12:46 PM	95,599	58,453	628	0	64,137	87
☐	 We are deeply saddened to ... Published • Aug 27 at 3:32 PM	70,067	31,817	359	0	34,020	43
☐	 ROAD WORK ALERT S... Published • Jul 25 at 2:12 PM	16,521	8,536	63	0	9,508	32
☐	 Council Member Place 3 Gre... Published • Aug 15 at 11:18 AM	14,635	5,601	52	0	6,634	8
☐	 City council update: City Co... Published • Jul 25 at 10:34 AM	14,440	6,900	90	0	7,407	48
☐	 The meeting tonight was ad... Published • Aug 26 at 7:11 PM	14,146	4,684	59	0	5,212	15
☐	 At last night's City Council ... Published • Sep 24 at 3:52 PM	13,501	6,023	67	0	6,278	34
☐	 The Willow Park City Council... Published • Jul 25 at 4:52 PM	13,394	3,920	84	0	5,153	48
☐	 Last night, the Willow Park ... Published • Sep 10 at 3:51 PM	12,566	7,753	133	0	8,440	21
☐	 Last week, the City joined th... Published • Sep 15 at 10:27 AM	12,533	7,470	142	0	8,401	9

Content		YouTube	Views ↓	Average view duration	Average percentage viewed	Hypes	
Duration	Publish date						
☐	Total		1,005	6:57	9.1%	0	
☐	 September 24 2025 City Council Meeting		141 14.0%	8:16	22.8%	0 0%	
☐	 July 28 2025 City Council Meeting		134 13.3%	9:37	10.2%	0 0%	
☐	 July 8 2025 City Council Meeting		89 8.9%	12:33	10.7%	0 0%	
☐	 August 5 2025 City Council Meeting		78 7.8%	5:34	11.4%	0 0%	
☐	 September 23 2025 City Council Meeting		65 6.5%	9:59	8.9%	0 0%	
☐	 June 24 2025 City Council Meeting		55 5.5%	5:00	4.2%	0 0%	
☐	 August 12 2025 City Council Meeting		37 3.7%	13:24	11.6%	0 0%	
☐	 September 9 2025 city council meeting		32 3.2%	15:35	11.5%	0 0%	
☐	 August 21 2025 Home Rule Charter Commission Meeti...		28 2.8%	2:52	3.5%	0 0%	
☐	 Squaw Creek Town Hall Video (May 29)		28 2.8%	4:19	11.1%	0 0%	
☐	 September 24 2025 Home Rule Charter Commission ...		24 2.4%	2:36	2.2%	0 0%	
☐	 August 27 2025 Home Rule Charter Commission Meeti...		22 2.2%	4:16	4.3%	0 0%	
☐	 September 25 Squaw Creek Side Streets Town Hall		19 1.9%	4:00	13.7%	0 0%	

1. Promote tourism and shopping local through marketing campaigns
2. Crisis communication planning
3. Continue to increase engagement opportunities with the public
4. Website will launch in November



Fourth quarter SUMMARY



Willow Park Police Department
Quarterly update: July - September, 2025

Staffing

- Recruiting for 3 police officer positions, 1 patrol sergeant (as of 01 Oct)

Training

- 4 staff completed mandated TCIC recertification
- 8 staff completed certification as Mental Health Peace Officers
- 1 staff completed TPCA Best Practice recertification
- 2 staff completed field training officer certification
- 3 staff competed first line supervision / leadership

Criminal Investigations Unit

- Continued working on old 2025 and 2024 cases that were open when the current CID staff came on board.
- CID staff has reviewed and either filed cases or closed approx.. 64 cases
Currently have 20 open cases (old and current)

Patrol Activity

	July	Aug	Sept
Citations (Warning numbers not available)	63	118	84
Calls	203	244	210
Bus/home checks	1,973	1,624	1,567

Goals

Continued increase in traffic/speed enforcement
Specific enforcement in areas/roads with safety issues
Continue to train staff in Mental Health Officer course
Active Shooter training begins and will continuously be scheduled
State mandated training to continue thru Aug 2027 deadline



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: October 28, 2025	Department: Municipal Court	Presented By: Michelle Lowe
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AGENDA ITEM

MUNICIPAL COURT 4th QUARTER FY 2024-2025 REPORT

BACKGROUND:

MUNICIPAL COURT QUARTERLY REPORT FROM 07/01/2025 – 09/30/2025

STAFF/BOARD/COMMISSION RECOMMENDATION:

REPORT SUMMARIES:

REVENUE BY OFFENSE TYPE REPORT

OFFENSE BY YEAR REPORT

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	



Municipal Court

4th Quarter Report

July 01, 2025 – September 30, 2025

The mission of the Willow Park Municipal Court is to remain independent and impartial; provide service and ensure due process of the law to the public with fairness, and integrity, completing court business in a timely and efficient manner while following the rule of law; treating everyone individually with respect; and addressing individual situations on a case by case basis and providing defendants with necessary information and options to complete their business in an informed manner.

Municipal Court Judge – Josh Norrell
 Municipal Court Prosecutor – Ashley McSwain
 Court Administrator – Michelle Lowe
 Deputy Court Clerk/Juvenile Case Manager – Crystal Frazier

RESPONSIBILITIES

Processing the clerical work for the Municipal Court
 Setting Trial Dockets
 Collecting Court Fines and Fees
 Maintaining Court Records
 Performing administrative duties delegated by the Municipal Court Judge.

New Cases Filed 4th quarter: 306

Dispositions:

Fine Paid – 112
 Compliance Dismissals – 68
 Financial Responsibility Dismissals – 1
 Satisfied Deferred – 120
 Satisfied Driving Safety Course – 78
 Appeal to County – 0
 Jail Credit Given – 3

Total Cases Closed Out – 382

Revenue:**Kept by the City: \$37,673.83**

Of that amount \$3,201.60 goes to the special funds below that are only to be used for the court as approved by the Judge.

LCF 1 (Security Fund) -\$436.17

LCF 2 (Truancy Prevention Fund) -\$1,105.29

LCF 3 (Technology Fund) -\$356.02

LCF 4 (Jury Fund) -\$22.11

LCF 5 (Security and Technology Consolidated Fund) - \$1,282.01

Remitted to State: \$19,814.53**Total: \$57,488.36**

195 Cases were sent to Collections during this quarter that totaled the amount of \$75,367.83

Closed Collection cases this quarter totaled \$30,863.60

3 Cases were sent to Omni

Attached Reports:**4th Quarter Revenue Report****4th Quarter Offense Report****Updates:**

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

Working on Fine Study for possible update of fines for the court.

Michelle attended the Judicial Summit on Mental Health on October 7th and 8th held in Houston.

Crystal will be attending the Texas Courts Clerk Association Conference in San Marcos on November 2nd – 5th 2025.

Upcoming:**October Court Docket: 10/22/2025****November Court Docket: 11/19/2025****December Court Docket: 12/17/2025**

Court Dockets are typically held every 4th Wednesday of the month. Some months may be different due to Holidays or Conflicts.

Only the Judge Dockets are open to the public except for Juvenile and Indigent Dockets.

11:00am – Attorney Plea Docket – Prosecutor

11:30am – Discovery Conference – Prosecutor

1:00pm – Pre Trial – Prosecutor
2:00pm – Plea Court – Judge
3:00pm – Juvenile – Judge
3:00pm – Minor and Indigent Docket – Judge
4:00pm – Show cause Docket – Judge





Revenue By Offense Type

Willow Park Municipal Court

10/17/2025 9:35:16 AM

Original Offense Type

Fee Code Totals For Transaction Date From 07/01/2025 To 09/30/2025

Item 19.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
AF	ARREST FEE	6	\$28.64	\$0.00	\$0.00	\$28.64
COLL	COLLECTIONS	3	\$201.90	\$0.00	\$0.00	\$201.90
FINE	FINE	5	\$804.00	\$0.00	\$0.00	\$804.00
LATE	LATE FINE	2	\$100.00	\$0.00	\$0.00	\$100.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	5	\$23.16	\$0.00	\$0.00	\$23.16
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	6	\$28.64	\$0.00	\$0.00	\$28.64
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	5	\$18.91	\$0.00	\$0.00	\$18.91
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	6	\$0.57	\$0.00	\$0.00	\$0.57
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	1	\$8.90	\$0.00	\$0.00	\$8.90
SCF	STATE CONSOLIDATED FEE	3	\$169.18	\$0.00	\$0.00	\$169.18
	City Ordinance	42	\$1,383.90	\$0.00	\$0.00	\$1,383.90
State						
3000	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
AF	ARREST FEE	7	\$30.00	\$5.00	\$0.00	\$35.00
COLL	COLLECTIONS	1	\$129.30	\$0.00	\$0.00	\$129.30
FINE	FINE	11	\$1,587.00	\$289.00	\$0.00	\$1,876.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	4	\$19.60	\$0.00	\$0.00	\$19.60
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	7	\$30.00	\$5.00	\$0.00	\$35.00
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	4	\$16.00	\$0.00	\$0.00	\$16.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	7	\$0.60	\$0.10	\$0.00	\$0.70
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	3	\$17.80	\$8.90	\$0.00	\$26.70
SCF	STATE CONSOLIDATED FEE	7	\$372.00	\$62.00	\$0.00	\$434.00
	State	52	\$2,252.30	\$370.00	\$0.00	\$2,622.30
Traffic						
3000	LATE FINE	2	\$100.00	\$0.00	\$0.00	\$100.00
AF	ARREST FEE	232	\$1,036.77	\$10.00	\$0.00	\$1,046.77
CJF-C	CIVIL JUSTICE FUND - CITY	1	\$0.01	\$0.00	\$0.00	\$0.01
CJF-S	CIVIL JUSTICE FUND -	1	\$0.09	\$0.00	\$0.00	\$0.09
COLL	COLLECTIONS	32	\$1,912.60	\$0.00	\$0.00	\$1,912.60
CS	CHILD SAFETY	27	\$657.86	\$0.00	\$0.00	\$657.86
DS20	COMPLIANCE DISMISSAL \$20	61	\$1,220.00	\$0.00	\$0.00	\$1,220.00
DDC	DEFENSIVE DRIVING FEE	36	\$350.00	\$0.00	\$0.00	\$350.00
EXP	EXPENSE FEE	38	\$1,860.00	\$0.00	\$0.00	\$1,860.00
FINE	FINE	48	\$6,556.48	\$200.00	\$0.00	\$6,756.48
IDF	INDIGENT DEFENSIVE FEE	1	\$2.00	\$0.00	\$0.00	\$2.00
JS-C	JUDICIAL SUPPORT - CITY	1	\$0.60	\$0.00	\$0.00	\$0.60



Revenue By Offense Type

Willow Park Municipal Court

10/17/2025 9:35:16 AM

Original Offense Type

Fee Code Totals For Transaction Date From 07/01/2025 To 09/30/2025

Item 19.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
Traffic						
JS-S	JUDICIAL SUPPORT - STATE	1	\$5.40	\$0.00	\$0.00	\$5.40
LATE	LATE FINE	54	\$2,648.22	\$0.00	\$0.00	\$2,648.22
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	96	\$393.41	\$0.00	\$0.00	\$393.41
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	231	\$1,031.65	\$10.00	\$0.00	\$1,041.65
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	96	\$321.11	\$0.00	\$0.00	\$321.11
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	228	\$20.64	\$0.20	\$0.00	\$20.84
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	147	\$1,228.61	\$17.80	\$0.00	\$1,246.41
LTF	LOCAL TRAFFIC FINE	177	\$487.19	\$3.00	\$0.00	\$490.19
MCTF	MUNICIPAL COURT TECHNOLOGY FUND	1	\$4.00	\$0.00	\$0.00	\$4.00
OP	OVERPAYMENT	1	\$15.00	\$0.00	\$0.00	\$15.00
PP-JE	PAYMENT PLAN- JUDICIAL EFFICIENCY	6	\$53.06	\$0.00	\$0.00	\$53.06
SCF	STATE CONSOLIDATED FEE	232	\$12,832.59	\$124.00	\$0.00	\$12,956.59
SJF	STATE JUROR FEE	1	\$4.00	\$0.00	\$0.00	\$4.00
STF	STATE TRAFFIC FINE	177	\$8,099.87	\$50.00	\$0.00	\$8,149.87
TITLE7	TITLE 7 TRANS CODE	140	\$12,959.00	\$78.00	\$0.00	\$13,037.00
TPDF	TRUANCY PREVENTION AND DIVERSION FUND	1	\$2.00	\$0.00	\$0.00	\$2.00
WRT	WARRANT FEE	1	\$50.00	\$0.00	\$0.00	\$50.00
Traffic		2070	\$53,852.16	\$493.00	\$0.00	\$54,345.16

Report Totals:	2164	\$57,488.36	\$863.00	\$0.00	\$58,351.36
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Revenue By Offense Type

Willow Park Municipal Court

10/17/2025 9:35:16 AM

Original Offense Type

Transaction Totals For Transaction Date From 07/01/2025 To 09/30/2025

Item 19.

Transaction Description	Trans Code	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
Payments	P	42	\$1,383.90	\$0.00	\$0.00	\$1,383.90
	City Ordinance	42	\$1,383.90	\$0.00	\$0.00	\$1,383.90
State						
Jail Credit	JT	6	\$0.00	\$370.00	\$0.00	\$370.00
Payments	P	46	\$2,252.30	\$0.00	\$0.00	\$2,252.30
	State	52	\$2,252.30	\$370.00	\$0.00	\$2,622.30
Traffic						
Jail Credit	JT	14	\$0.00	\$493.00	\$0.00	\$493.00
Payment Transfer		7	\$0.00	\$0.00	\$0.00	\$0.00
Payments	P	2049	\$53,852.16	\$0.00	\$0.00	\$53,852.16
	Traffic	2070	\$53,852.16	\$493.00	\$0.00	\$54,345.16

Report Totals:	2164	\$57,488.36	\$863.00	\$0.00	\$58,351.36
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Item 19.

Offense By Year Report

Municipal Court

10/17/2025 9:36:40 AM

Violations For Filed Date From 07/01/2025 To 09/30/2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
3001 SPEEDING							13	37	21				71
3005 FAILED TO YIELD RIGHT OF WAY									1				1
3006 RAN STOP SIGN							12	8	10				30
3007 RAN RED LIGHT							2		1				3
3008 SPEEDING 25 MILES AND OVER POSTED SPEED LIMIT							2	5	2				9
3015 DRIVING ON WRONG SIDE OF STREET								1					1
3021 FAIL TO STOP FOR SCHOOL BUS									1				1
3028 CROSSING PHYSICAL BARRIER									1				1
3033 NO SEAT BELT - PASSENGER									1				1
3049 NO MOTOR VEHICLE LIABILITY							3	11	7				21
3049A NO MOTOR VEHICLE INSURANCE (UVER)							1						1
3056 FAILURE TO YIELD RIGHT OF WAY									1				1
3054 FAILURE TO SIGNAL LANE CHANGE								3					3
3101 DRIVING WHILE LICENSE INVALID								3	1				4
3103 NO DRIVERS LICENSE							4	4	4				12
3127 DROVE ONTO/FROM CONT ACCESS HWY WHERE PROH									1				1
3259 EXPIRED OPERATORS LICENSE								1					1
3263 FAIL TO DISPLAY DL									1				1
3264 FAIL TO REPORT CHANGE OF ADDRESS/NAME								2					2
3311 EXCESSIVE ACCELERATION (No longer Offense 09/09/2003)								1					1
3323 OPEN CONTAINER								1					1
3596 SPEEDING 10% OVER LIMIT SCHOOL ZONE								17	19				36
3656 EXPIRED VEHICLE REGISTRATION							34	43	19				96
3657 DISPLAY WRONG LICENSE PLATE									1				1
3668 OPERATE UNREGISTERED MOTOR VEHICLE									1				1
5130 POSSESSION OF DRUG PARAPHERNALIA								1					1
5140 PUBLIC INTOXICATION									3				3



Item 19.

Offense By Year Report

Municipal Court

10/17/2025 9:36:40 AM

Violations For Filed Date From 07/01/2025 To 09/30/2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
5160 SOLICITATION W/O A PERMIT								1					1

Report Totals:							71	139	96				306
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City of Willow Park Fire Marshal's Office

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

Item 20.

Q4 Report 2025

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

Since July 1, 2025, the department has conducted:

- 35 fire inspections;
- 7 fire protection system inspections;
- 3 hydrostatic inspections;
- 35 Plan Reviews;
- 7 Code enforcement cases;



Projects For 2025

Item 20.

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

The Fire Marshal's office has selected and began the on-boarding process of new inspection software to replace the current software that is no longer supported by ESO.



Training

Employees of the Fire Marshal's office hold multiple certifications in multiple disciplines including EMS, Fire, and Law Enforcement. The state requires continuing education hours for each of those certifications. Each employee of the Fire Marshal's office completes around 100 hours of continuing education hours every year to stay current with their certifications. Throughout the year employees have attended conferences, seminars, webinars, and other classes to stay current with required certifications. Some of the courses attended this year are Fire Death Investigations, Patrol Rifle, Alertt level 1, Alertt Solo responder, High Risk Patrol tactics, NFPA 1123 Fireworks displays, Special Investigative Topics, Trauma Informed / Sexual Assault Investigations, Significant changes to IFC.





Objectives for the department in the upcoming quarter:

- Continue prioritizing development with quick turnaround times on plan reviews and inspections.
- Remain current on annual inspections for commercial occupancies.
- Respond to requests and participate in public education of fire prevention.
- Outfit and place in-service replacement vehicles.
- Audit training hours and renew the department's commission.