



CITY COUNCIL MEETING JANUARY 27, 2026 AGENDA

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

Tuesday, January 27, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

1. **Mayor Comments: Bible Verse**
2. **PROCLAMATION - Parker County Brewing Company (Interim City Manager Toni Fisher, City Planner Chelsea Kirkland)**

PUBLIC COMMENTS (Limited to five minutes per person)

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

CONSENT AGENDA

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

3. **Approval of Regular City Council Meeting Minutes:**
 - November 17, 2025 - Regular Meeting**
 - December 9, 2025 - Regular Meeting**

December 16, 2025 - Special meeting

REGULAR AGENDA ITEMS

4. Discussion/Action: Confidentiality Agreement for governing body (Attorney Andy Messer)
- [5.](#) Discussion/Action: City Limits Map (City Planner Chelsea Kirkland , Interim City Manager Toni Fisher)
- [6.](#) Discussion/Action: Parks Board Appointments (Parks Director Mandy McCarley, Interim City Manager Toni Fisher)
- [7.](#) Discussion/Action: P&Z Appointments (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)
- [8.](#) Discussion/Action: Clearion Development Agreement (City Planner Chelsea Kirkland, Interim City Manager Toni Fisher)
9. Discussion/Action: Certificat of Obligation for westward extension of E. Bankhead Hwy. (Councilmember Eric Contreras)
10. Discussion/Action: Home Rule Charter including the presentation of the charter by Chairman Gene Martin. (Mayor Teresa Palmer, City Councilmember Buddy Wright)

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

- [11.](#) 2025-2026 1st Quarter Staff Report - Public Works
- [12.](#) 2025-2026 1st Quarter Staff Report - Engineering Project Update
- [13.](#) 2025-026 1st Quarter Staff Report - Development Department
- [14.](#) 2025-2026 First Quarter Staff Report - Parks Department
- [15.](#) 2025-2026 1st Quarter Staff Report - Communications Department
- [16.](#) 2025-2026 1st Quarter Staff Report - Police Department
- [17.](#) 2025-2026 1st Quarter Staff Report - Municipal Court

EXECUTIVE SESSION

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

18. **Section 551.074, Personnel Matters; City Manager Finalist Interviews**

19. **Section 551.071, Consultation with City Attorney regarding pending or contemplated litigation: Beall Dean Ranch Development and East Bankhead Highway/claims of Aledo, Fort Worth against Willow Park.**
20. **Consultation with Legal Counsel (Texas Government Code Section 551.071) regarding potential claims, legal duties, and exposure relating to governance and compliance concerns involving use of city resources, handling of city intellectual property/logos, Texas Public Information Act compliance, participation of non-official persons in closed meetings, protection of attorney-client privileged communications, and the scope of executive authority under applicable Texas law.**

RECONVENE INTO OPEN SESSION

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

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

INFORMATIONAL COMMENTS

22. **City Manager Comments**
23. **City Council Comments - reaction/response to the meeting.**
24. **Mayor Comments**
25. **Items of Community Interest**
26. **Future Agenda Items Requested by 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: January 21, 2026, at/by 6:00 p.m. and remained so posted continuously for at least three (3) business days before said meeting is to convene.

Deana McMullen
City Secretary

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



Willow Park TEXAS

A Proclamation Honoring Parker County Brewing Company

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

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

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

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

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

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

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

Mayor Teresa Palmer
Mayor, City of Willow Park, Texas



CITY COUNCIL MEETING NOVEMBER 17, 2025 MINUTES

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

Monday, November 17, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

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

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

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

Mayor Comments

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

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

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

PUBLIC COMMENTS (Limited to five minutes per person)

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.

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

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

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

CONSENT AGENDA

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

2. Approval of Regular City Council Meeting Minutes:

October 14, 2025

October 28, 2025

Motion was made to approve the Consent Agenda as presented.

Motion made by Councilmember Smith, Seconded by Councilmember Crummel.

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

REGULAR AGENDA ITEMS

3. 4th Quarter Financial Update - CPA Jake Weber

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

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

No action was taken on this item.

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

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

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

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

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

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

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

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

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

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

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

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

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

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

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

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

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

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

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

\$19.00 for resignation of Council Member Greg Runnebaum

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

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

\$9,643.70 Demand Letter from Aledo

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

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

There was no further discussion or action on this matter.

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

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

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

There was no action taken on this item.

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

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

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

There was no action following the demonstration.

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

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

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

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

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

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.

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

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

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

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

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

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

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

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

No action was taken on this ordinance at this time.

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

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

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

No action was taken on this item.

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

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

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

Motion made by Councilmember Crummel, Seconded by Councilmember Wright.

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

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

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

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

No action was taken on this item.

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

EXECUTIVE SESSION

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

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

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

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

17. Section 551.074; Personnel Matters,

Assistant City Manager, Toni Fisher

Assistant City Manager, C. Michelle Guelker

Public Works Director, Chase McBride

Finance Director, Andi Saylor

Utility Billing Clerk, Priscilla Brown

Chief Building Official, Randy Law

Certified Permits Technician, Christine Rosas

City Engineer, Gretchen Vazquez

City Planner, Chelsea Kirkland

Parks Director, Mandy McCarley

Communications & Marketing Director, Rose Hoffman

Fire Marshal/Code Enforcement, John “Charlie” Schneider

Assistant Fire Marshal/Code Enforcement, Kevin Lockwood

City Secretary, Deana McMullen

Police Chief, Ray Lacy

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

RECONVENE INTO OPEN SESSION

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

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

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

There was no action on this item at this meeting.

INFORMATIONAL COMMENTS

20. City Council Comments:

Councilmember Smith: Responsiveness and professionalism with Staff

Councilmember Contreras: Thanksgiving message

Councilmember Scott Smith: Responsiveness and professionalism with Staff

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

21. Interim City Managers' Comments: Thanks to Veterans

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

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

22. Mayor Comments

Mayor Teresa Palmer had no comments.

23. Items of Community Interest:

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

Christmas Charity Donation opportunities at City Hall:

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

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

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

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

Christmas Charity Donation opportunities at City Hall:

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

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

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

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

ADJOURN

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

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

Motion made by Councilmember Crummel, Seconded by Councilmember Smith.

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

THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor Teresa Palmer

Date

City Secretary Deana McMullen



CITY COUNCIL REGULAR MEETING DECEMBER 9, 2025 MINUTES

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

Tuesday, December 09, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

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

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

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

PUBLIC COMMENTS (Limited to five minutes per person)

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

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

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

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

CONSENT AGENDA

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

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

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

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

Motion made by Councilmember Crummel, Seconded by Councilmember Gilliland.

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

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

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

Motion made by Councilmember Gilliland, Seconded by Councilmember Crummel.

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

PUBLIC HEARING

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

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

Those speaking in Favor of the request for Zoning Change:

None

Those speaking Against the request for Zoning Change:

None

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

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

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

Those speaking in Favor of the item: None

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

Marcy Galle - Asked Council to not approve the change.

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

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

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

REGULAR AGENDA ITEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

Motion made by Councilmember Crummel, Seconded by Councilmember Smith.

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

Voting Nay: Councilmember Gilliland

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

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

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

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.

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

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

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

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras.

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

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

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

No action was taken on this item.

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

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

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

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

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

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

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

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

No action was taken on this item.

EXECUTIVE SESSION

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

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

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

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

RECONVENE INTO OPEN SESSION

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

Mayor Teresa Palmer called the regular meeting back to order at 9:18 pm.

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

Motion carried 5-0

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

Motion carried 5-0

INFORMATIONAL COMMENTS

19. City Council Comments:

Mayor Pro Tem Nathan Crummel - Merry Christmas

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

20. City Manager Comments:

Thanks to citizen volunteers, Dave Lorenzo & Paul Kenney!

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

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

Happy Holidays from our "family" to yours!

Interim City Manager Toni Fisher had the following comments:

Thanks to citizen volunteers, Dave Lorenzo & Paul Kenney!

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

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

Happy Holidays from our "family" to yours!

21. Mayor Comments: Holiday Wishes

Mayor Teresa Palmer wished everyone Happy Holidays.

22. Items of Community Interest:

Christmas Charity Donation opportunities at City Hall:

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

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

Interim City Manager updated everyone with the following information:

Items of Community Interest:

Christmas Charity Donation opportunities at City Hall:

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

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

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

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

ADJOURN

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

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

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

Merry Christmas Everyone!

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

_____/s/_____

City Secretary

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

THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor

Date

City Secretary



CITY COUNCIL SPECIAL CALLED MEETING DECEMBER 16, 2025 MINUTES

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

Tuesday, December 16, 2025 at 5:30 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

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

PRESENT

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

Staff Present:

Interim City Managers Toni Fisher & Michelle Guelker

Deputy City Secretary Andi Saylor

Absent:

City Attorney Andi Messer

City Secretary Deana McMullen

REGULAR AGENDA ITEMS

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

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

Mayor Teresa Palmer asked

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

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

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

ADJOURN

Mayor Palmer asked for a motion to adjourn

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

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

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

Teresa Palmer
Mayor

Deana McMullen
City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 27 th , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Interim City Manager
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AGENDA ITEM:

Discussion/Action: to approve the new City of Willow Park City Limits Map.

BACKGROUND:

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

STAFF/BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS:

- City of Willow Park City Limits Map January 2026

RECOMMENDED MOTION:

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

CITY OF WILLOW PARK

CITY LIMITS MAP

JANUARY 2026



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



TBPE FIRM
2448

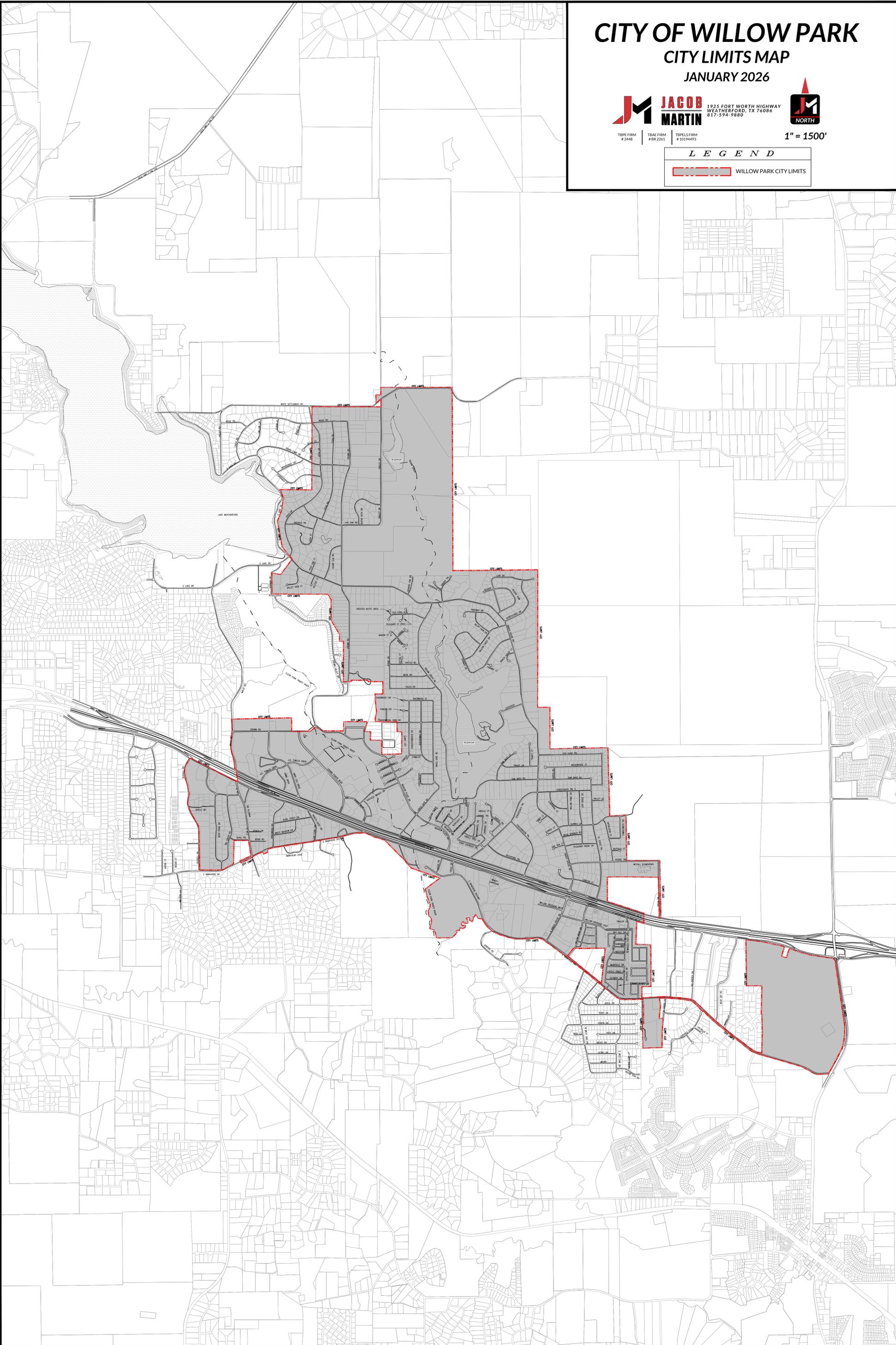
TBAE FIRM
BR 2261

TBPELS FIRM
10194493

1" = 1500'

LEGEND

 WILLOW PARK CITY LIMITS



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

**ORDINANCE NO. 895-24**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 31.247 ACRES OF LAND PURSUANT TO A PETITION SUBMITTED BY THE OWNERS OF THE LAND AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID 31.247 ACRES WITHIN THE CITY LIMITS, AND GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT FOR THE AREA; DIRECTING FILING OF A CERTIFIED COPY OF THE ORDINANCE AND ANNEXATION SERVICES AGREEMENT WITH THE PARKER COUNTY CLERK; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Dustin Kyle Haney and Jayme Lynne Haney submitted a petition to the City of Willow Park requesting annexation of their property, which consists of approximately 31.247 acres, described by a metes and bounds description and map attached hereto as Exhibits "A," and "A-1" pursuant to Section 43.0671 of the Texas Local Government Code, such property to be referred to as the "Annexed Property";

WHEREAS, the Annexed Property is contiguous and adjacent to the territorial boundaries of the City of Willow Park; and

WHEREAS, on December 12, 2023, the City Council held a public hearing to consider the annexation of the Annexed Property and gave an opportunity to all interested persons to be heard concerning said proposed annexation; and

WHEREAS, notice of said public hearing was properly published in the Community News, a newspaper having general circulation in the City of Willow Park, on or after the 20th day but before the 10th day before the public hearing;

WHEREAS, the requirements for annexation of the Annexed Property as stated in Chapter 43 of the Texas Local Government Code have been met;

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

Section 1. That the Annexed Property, comprised of approximately 31.247 acres and described in attached Exhibits "A," and "A-1" which are incorporated herein as though set out in full, is hereby annexed to the City of Willow Park, Parker County, Texas, and that the boundary limits of the City of Willow Park be, and the same, hereby, are extended to include the Annexed Property within the city limits of the City of Willow Park, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Willow Park, and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

Section 2. That the Annexation Services Agreement, a copy of which is attached hereto as Exhibit "B", is approved for the Annexed Property and is the service plan for the Annexed Property.

Section 3. The City Secretary is hereby directed to file with the County Clerk of Parker County, Texas, a certified copy of this Ordinance, along with a copy of the Annexation Services Plan attached hereto as Exhibit "B".

Section 4. This Ordinance shall be effective upon its approval and adoption by the City Council on the date set forth below.

PASSED AND APPROVED on this the 9th day of January, 2024.


DOYLE MOSS, Mayor

ATTEST:


CRYSTAL DOZIER, City Secretary



APPROVED AS TO FORM:


WILLIAM P. CHESSER, City Attorney

The Willow Park City Council, acting on Ordinance No. 894-24, did on the 9th day of January, 2024 vote as follows:

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

Item 5.

EXHIBIT A

1,361,137 Square Feet or 31.247 Acres
 Eliza Ozer Survey, Abstract No. 1031
 Parker County, Texas

BEING a tract of land situated in the Eliza Ozer Survey, Abstract Number 1031, Parker County, Texas, and being all of Tracts 1-3 as described by deed to Dustin Kyle Haney and Jayme Lynne Haney as recorded in Document Number 202200494, Deed Records, Parker County, Texas (DRPCT), and being more particularly described by metes and bounds as follows: Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.)

BEGINNING at a found 1/2-inch capped iron rod marked "CTL5" for the northwest corner of the said Haney tracts, same being the most northerly corner of Lot 7, Block 1, West Oaks Homesites, Section 3, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 48, Plat Records, Parker County, Texas (PRPCT), and being the most easterly corner of Lot 8 of said Block 1, and also being in the south right-of-way line of East Bankhead Highway (a variable width right-of-way);

THENCE North 86°59'14" East, with the common line between the said Haney tracts and the said south right-of-way line, a distance of 633.84 feet to a found 1/2-inch iron rod for the northeast corner of the aforesaid Haney Tract 2, same being the northwest corner of a tract of land as described by deed to Stillwater Meadow, LLC as recorded in Document Number 201522788, DRPCT;

THENCE with the common line between the said Haney tracts and the said Stillwater Meadow, LLC tract the following courses and distances:

South 08°57'20" East, a distance of 275.39 feet to a found 1/2-inch iron rod;

South 04°31'02" West, a distance of 551.53 feet to a found 1/2-inch iron rod for the southeast corner of the aforementioned Haney Tract 1, same being the southwest corner of the said Stillwater Meadow, LLC tract, and being in the north line of the aforementioned Haney Tract 3;

North 89°25'19" East, a distance of 170.89 feet to a set 5/8-inch capped iron rod marked "BHB INC" for the northeast corner of the said Haney Tract 3, same being the southeast corner of the said Stillwater Meadow, LLC tract, and being in the west line of Lot 15, Block 1, Shadow Creek Ranch, an addition to Parker County, Texas as shown on the plat recorded in Volume 2088, Page 1115, PRPCT;

THENCE South 04°48'06" West, with the common line between the said Haney tracts and said Lot 15, a distance of 232.66 feet to a found 1/2-inch iron rod;

THENCE South 00°14'50" East, continuing with the said common line, passing at a distance of 158.26 feet, a point for the southwest corner of said Lot 25, same being the northwest corner of Lot 12, Block 1, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Cabinet C, Page 341, PRPCT, same being the most northerly corner of Lot 13 of said Block 1, Shadow Creek Phase II, and now continuing with the common line between the said Haney tracts and said Shadow Creek Phase II in all for a total distance of 852.83 feet to a found 1/2-inch iron rod for the southeast corner of the aforesaid Haney Tract 3, same being the southwest corner of Lot 15 of said Block 1, Shadow Creek Phase II, and being in the north line of Lot 16 of said Block 1, Shadow Creek Phase II;

THENCE South 88°49'15" West, continuing with the common line between the said Haney Tracts and said Shadow Creek Phase II, passing at a distance of 378.98 feet, a point for the northwest corner of said Lot 16, same being the northeast corner of a remainder tract of land as described by deed to Bailey Ranch, a Texas Limited Partnership as recorded in Volume 2018, Page 163, DRPCT and now continuing with the common line between the said Haney tracts and the said Bailey Ranch tract, in all for a total distance of 761.04 feet to a found 1/2-inch capped iron rod marked "CARTER ALEDO" for the southwest corner of the said Haney Tract 3, same being the southeast corner of Lot 35, Block 2, West Oaks Homesites, Section 1, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 34, PRPCT, and being the southeast corner of Lot 34 of said Block 2;

THENCE North 00°48'29" West, with the common line between the said Haney tracts and said West Oaks Homesites, Section 1, passing at a distance of 1507.28 feet, a point for the northeast corner of said West Oaks Homesites, Section 1, same being the southeast corner of the aforementioned Block 1, West Oaks Homesites, Section 3 from which a found 1/2-inch iron rod bears North 88°55'59" West, a distance of 1.88 feet, and now continuing with the common line between the said Haney tracts and the said West Oaks Homesites, Section 3 in all for a total distance of 1887.32 feet to the POINT OF BEGINNING and containing 1,361,137 feet or 31.247 acres of land more or less.

SURVEYOR'S CERTIFICATION

I, Robert A. Lee, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure.



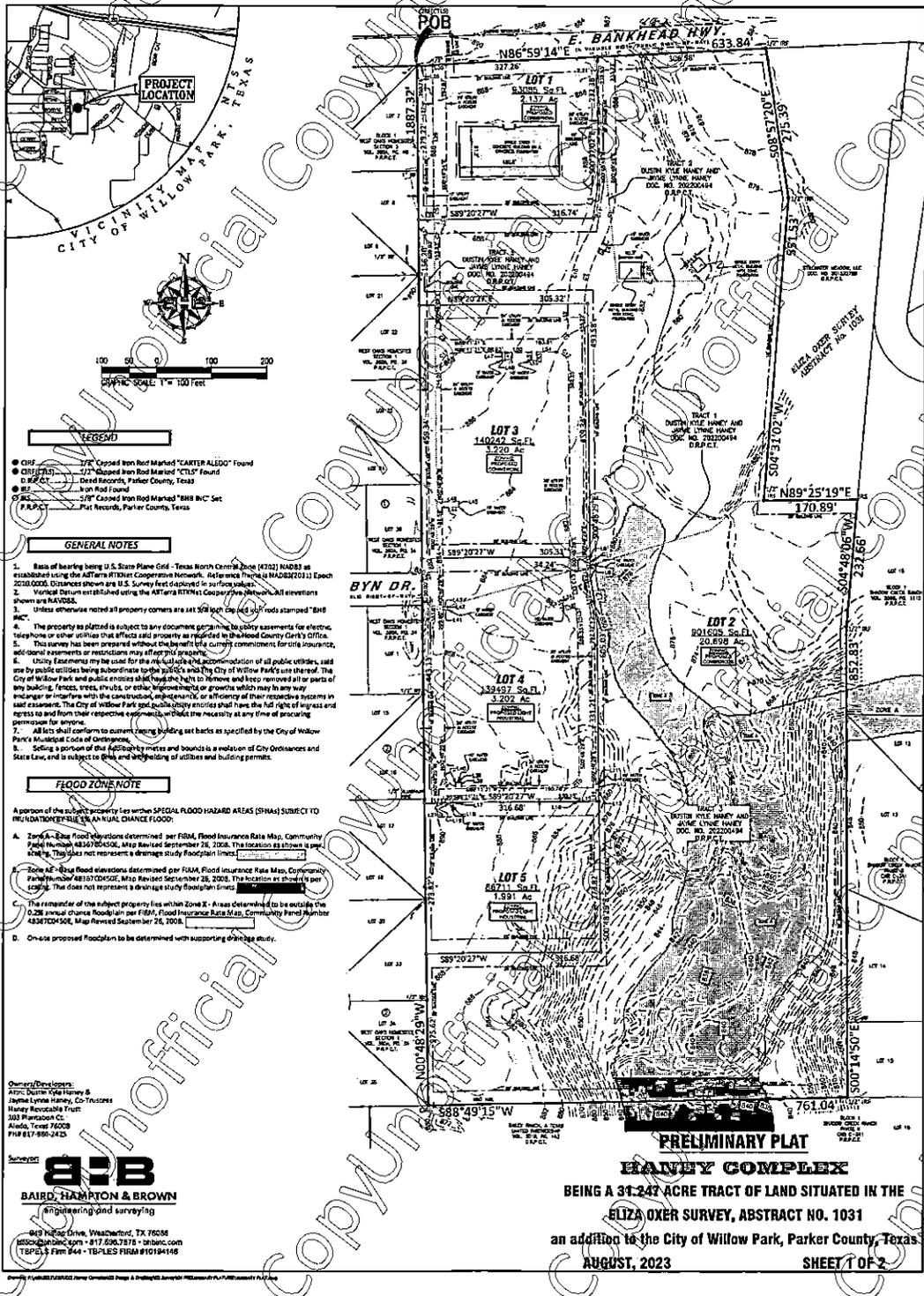
BAIRD, HAMPTON & BROWN
 engineering and surveying

6300 Ridgela Place, Suite 700 Fort Worth, TX 76116
 jmgotta@bhinc.com • 817.338.1277 • bhinc.com
 TBPELS Firm #44, #10011300

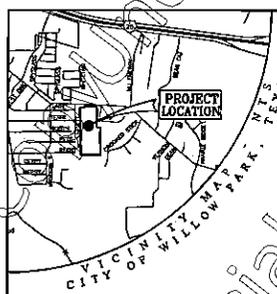
Robert A. Lee

Robert A. Lee
 State of Texas Registered Professional Land Surveyor
 No. 6895
 Date: July 11, 2023





Item 5.



BEING a tract of land situated in the Eliza Oker Survey, Abstract Number 1032, Parker County, Texas, and being all of Tracts 1-3 as described by deed to Dustin Kyle Haney and Jayme Lynne Haney as recorded in Document Number 202200604, Deed Records, Parker County, Texas (D.R.P.C.T.), and being more particularly described by metes and bounds as follows: Bearings referred to U.S. State Plane Grid 1983 - Texas North Central Zone (2023) NAD83 as established using the RTK/RTS Network Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in degrees, minutes, and seconds.

BEGINNING at a found 1/2-inch capped iron rod marked "5162" for the northwest corner of the said Haney tracts, same being the most northerly corner of Lot 7, Block 1, West Oaks Homesites, Section 3, an addition to Parker County, Texas as shown on the plat recorded in Volume 350A, Page 48, Plat Records, Parker County, Texas (P.A.R.C.T.), and being the most easterly corner of Lot 6 of said Block 1, and also being in the south right-of-way line of East Barbaree Highway (a road with rights-of-way);

THENCE North 86°59'14" East, with the common line between the said Haney tracts and the said south right-of-way line, passing a distance of 28.75 feet a found 1/2-inch iron rod, being the northwest corner of the aforesaid Haney Tract 1, same being the most northerly northeast corner of the aforesaid Haney Tract 3, they continuing in all for a total distance of 633.84 feet a found 1/2-inch iron rod for the northeast corner of the aforesaid Haney Tract 2, same being the northwest corner of a tract of land as described by deed to Stillwater Meadow, LLC as recorded in Document Number 201822788, D.R.P.C.T.;

THENCE with the common line between the said Haney tracts and the said Stillwater Meadow, LLC tract the following courses and distances:

South 01°57'20" East, a distance of 276.39 feet to a found 1/2-inch iron rod;

South 04°11'02" West, a distance of 581.53 feet to a found 1/2-inch iron rod for the southeast corner of the said Haney Tract 1, same being the southwest corner of the said Stillwater Meadow, LLC tract, and being in the north line of the aforesaid Haney Tract 2;

North 89°25'19" East, a distance of 170.69 feet to a set 5/8-inch capped iron rod marked "5163" for the northeast corner of the said Haney Tract 3, same being the southeast corner of the said Stillwater Meadow, LLC tract, and being in the west line of Lot 15, Block 1, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Volume 2088, Page 1115, P.A.R.C.T.;

THENCE South 04°48'02" West, with the common line between the said Haney tracts and said Block 1, a distance of 232.66 feet to a found 1/2-inch iron rod;

THENCE South 00°18'50" East, continuing with the said common line, passing a distance of 258.15 feet, a point for the southwest corner of said Lot 15, Block 1, same being the northwest corner of Lot 12, Block 3, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Volume 2088, Page 1115, P.A.R.C.T., same being the most northerly corner of Lot 12 of said Block 3, Shadow Creek Phase II, and now continuing with the common line between the said Haney tracts and said Shadow Creek Phase II in all for a total distance of 852.83 feet to a found 1/2-inch iron rod for the southeast corner of the aforesaid Haney Tract 3, same being the southwest corner of Lot 15 of said Block 1, Shadow Creek Phase II, and being the north line of Lot 15 of said Block 1, Shadow Creek Phase II;

THENCE South 88°50'15" West, continuing with the common line between the said Haney tracts and said Shadow Creek Phase II, passing a distance of 378.95 feet, a point for the northeast corner of said Lot 16, same being the northeast corner of a remainder tract of land as described by deed to Bailey Ranch, a Texas Limited Partnership as recorded in Volume 2018, Page 163, D.R.P.C.T., and now continuing with the common line between the said Haney tracts and the said Bailey Ranch tract, in all for a total distance of 763.04 feet to a found 1/2-inch capped iron rod marked "CARTER ALDOP" for the southeast corner of the said Haney Tract 3, same being the southeast corner of Lot 35, Block 2, West Oaks Homesites, Section 1, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 34, P.A.R.C.T., and being the southeast corner of Lot 34 of said Block 2;

THENCE North 00°48'29" West, with the common line between the said Haney tracts and said West Oaks Homesites, Section 1, passing a distance of 1507.28 feet, a point for the northeast corner of said West Oaks Homesites, Section 1, same being the southeast corner of the aforesaid Block 2, West Oaks Homesites, Section 2, and being a found 1/2-inch iron rod bears North 88°55'59" West, a distance of 1.88 feet, and now continuing with the common line between the said Haney tracts and the said West Oaks Homesites, Section 3 in all for a total distance of 1887.32 feet to the POINT OF BEGINNING and containing 1,362,137 feet or 31,247 acres of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Haney Revocable Trust, acting hereby and through its duly authorized Trustees, does hereby certify and adopt the plat depicting the herein above described property as Lot 15, Haney Complex, an addition to the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use, together, the streets and alleys shown thereon. Haney Revocable Trust does hereby certify the following: The streets and alleys are dedicated for street and alley purposes. All public improvements and dedications shall be free and clear of all debts, liens, and/or encumbrances. The existing and public use areas, as shown, are dedicated for the public use for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the elements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Willow Park. The City of Willow Park shall have the right to remove or keep removed all or parts of any building, fence, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or equipment. The City of Willow Park and public utility agencies shall have the full right of access and egress to and from their respective easements, without the necessity of any kind of proceeding.

It is the intent of the undersigned that the dedication of the herein above described property shall be subject to the City of Willow Park's Municipal Code of Ordinances.

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GENERAL NOTES

- 1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (2023) NAD83 as established using the RTK/RTS Network Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. Vertical Datum established using the RTK/RTS Network Cooperative Network. All elevations shown are NAVD83.
3. Unless otherwise noted all boundary corners are set 5/8-inch capped iron rods marked "516"
4. The property as depicted is subject to any document pertaining to utility easements for electric, telephone or other utilities that affects said property as recorded in the Hood County Clerk's Office.
5. The survey has been prepared without the benefit of a course correction for title insurance, additional easements or restrictions may affect this property.
6. Utility Easements may be used for the removal and accommodation of all public utilities, said use by public utilities being subject to the public and the City of Willow Park's use thereof. The City of Willow Park and public utilities shall have the right to remove and keep removed all or parts of any building, fence, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or equipment. The City of Willow Park and public utility agencies shall have the full right of access and egress to and from their respective easements, without the necessity of any kind of proceeding.
7. It is the intent of the undersigned that the dedication of the herein above described property shall be subject to the City of Willow Park's Municipal Code of Ordinances.
8. It is the intent of the undersigned that the dedication of the herein above described property shall be subject to the City of Willow Park's Municipal Code of Ordinances.

Table with 3 columns: Line #, Direction, Length. It lists 18 lines with their respective bearings and distances.

Table with 5 columns: Curve Data, Curve Total, Curve Length, Curve Bearing, Curve Length. It lists 17 curves with their respective data.

STATE OF TEXAS COUNTY OF _____

STATE OF TEXAS COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared Dustin Kyle Haney, Co-Trustee, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared Jayme Lynne Haney, Co-Trustee, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2023.

Given under my hand and seal of office, this _____ day of _____, 2023.

Notary Public in and for the State of Texas

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATION

I, Toby G. Stock, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the survey is true and correct and was prepared in full compliance with the rules of procedure and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Professional Land Surveyors. PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. Toby G. Stock, State of Texas Registered Professional Land Surveyor No. 4842, Date August 30, 2023.

CITY OF WILLOW PARK, TEXAS CITY COUNCIL. NOTE: THIS PLAT IS VALID ONLY IF RECORDED WITHIN SIX (6) MONTHS AFTER DATE OF ORIGINAL. BY: CITY MANOR DATE ATTEST: CITY SECRETARY DATE

PRELIMINARY PLAT HANEY COMPLEX BEING A 31.247 ACRE TRACT OF LAND SITUATED IN THE ELIZA OKER SURVEY, ABSTRACT NO. 1031 an addition to the City of Willow Park, Parker County, Texas AUGUST, 2023 SHEET 2 OF 2

Surveyor: BJB BAIRD, HAMPTON & BROWN engineering and surveying 440 Hazing Drive, Waukegan, IL 60085 (815) 496-7319 bjb@bhb.com TOLL-FREE 800-544-7319 TOLL-FREE 800-544-7319

Owner/Developer: Attn: Dustin Kyle Haney & Jayme Lynne Haney, Co-Trustees, Haney Revocable Trust 303 Harrison St. Mecca, Texas 76068 PHN 817-580-2425

EXHIBIT "B"

Item 5.

ANNEXATION SERVICES AGREEMENT

This Annexation Services Agreement (hereinafter referred to as the ("Agreement")) is entered into pursuant to Section 43.0672(a) of the Texas Local Government Code, as amended, by and between the CITY OF WILLOW PARK, TEXAS, a Type A general law municipality (hereinafter referred to as the "City") and the undersigned owner of the approximately 31.247 acres, Dustin Kyle Haney and Jayme Lynne Haney (hereinafter collectively referred to as the "Owner"). The City and Owner may hereafter be referred to collectively as the "Parties" or, individually, as a "Party."

WHEREAS, the Owner owns certain real property (hereinafter referred to as the "Property") in Parker County, Texas, which is particularly described and/or depicted in Exhibit A and Exhibit A-1 which are attached hereto and is incorporated herein for all purposes; and

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

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

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

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

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

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

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

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

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

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word "Act" means Chapter 43 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Annexation Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word "City" means the City of Willow Park, Texas, a Type A general law municipality.
- (d) **Effective Date.** The words "Effective Date" of this Agreement shall be the date of the completion of the annexation of the Property and/or the execution of this Agreement by Owner and City, whichever is later.
- (e) **ETJ.** The term "ETJ" refers to the City's extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (g) **Owner.** The word "Owner" means the owner of the approximately 31.247 acres of Property described in Exhibit "A" and depicted in Exhibit "A-1" attached hereto.

- (h) **Property.** The word "Property" means the approximately 31.247 acres of land located within Parker County, Texas, as is more particularly described and or depicted in Exhibits "A" and "A-1" of this Agreement, which are attached hereto and incorporated herein for all purposes.
- (i) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

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

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

FIRE

Existing Services: Parker County Emergency Services District 1

Services to be Provided: The City of Willow Park receives fire suppression service from the Parker County Emergency Services District 2. Fire suppression will continue to be available to the area upon annexation through Parker County Emergency Services District 1. Fire prevention activities will be provided by the City Fire Marshall's office.

POLICE

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

BUILDING INSPECTION

Existing Services: None

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

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Willow Park Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision

Ordinance. These services can be provided within the department's current budget and staff appropriation.

HEALTH CODE ENFORCEMENT SERVICE

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

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the streets will be provided by the City of Willow Park on the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

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

STREET LIGHTING

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

TRAFFIC ENGINEERING

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

WATER SERVICE

Services to be Provided: Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be provided in accordance with utility extension ordinances and the Developer's Agreement entered into by and between the Parties, which is incorporated herein as though set out in full (the "Developer's Agreement"). Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Services to be Provided: Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer

service shall be provided in accordance with utility extension ordinances and the Developer's Agreement. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

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

MISCELLANEOUS SERVICES

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

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Parker County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Parker County, Texas.
- (c) **Disclosure.** Owner understands that it is not required to enter into this Agreement. The City is annexing the Property on a request by Owner, as the owner of the Property, to annex the Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Owner shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of general circulation in the area and public notice on the City's website; (d) the City will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Property to be annexed; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Property. The annexation of the Property, and the procedures applicable to the annexation, require the Owner's consent. The City, by entering

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

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

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

if to Owner: Haney Development
1484B Compton Way
Queda TX 76003
Attn: Dustin Haney
Telephone: 817-980-2425

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

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

CITY OF WILLOW PARK

By: Doyle Moss
Doyle Moss, Mayor

Date: 8/9/23

ATTEST:

Crystal Dozier
Crystal Dozier, City Secretary



APPROVED AS TO FORM:

[Signature]
William P. Chesser, City Attorney

OWNER

Dustin Kyle Haney

By: [Signature]

Date: 8/9/2023

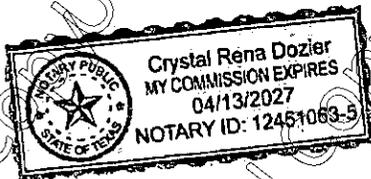
Jayne Lynne Haney

By: [Signature]

Date: 8/9/23

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the 9th day of August by Doyle Moss, Mayor of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the 9th day of August by Dustin Kyle Haney and Jayne Lynne Haney, as owners of the property, in their individual capacity.



[Signature]
Notary Public, State of Texas



City of Willow Park
120 El Chico Trail, Suite A
Willow Park, Texas 76087
Phone: (817) 441-7108 · Fax: (817) 441-6900

February 28, 2024

I, Crystal Dozier, City Secretary of the City of Willow Park, Texas do hereby certify that the attached annexation ordinance is a true and correct copy of Ordinance No. 895-24 approved by the City of Willow Park City Council on January 9, 2024.

Crystal Dozier, City Secretary
City of Willow Park

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

202404932
02/28/2024 01:08 PM
Fee: 77.00
Lila Deakle, County Clerk
Parker County, TX
ORDINANCE

ORDINANCE NO. 918-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 317.732 ACRES OF LAND PURSUANT TO A PETITION SUBMITTED BY THE OWNERS OF THE LAND AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID 317.732 ACRES WITHIN THE CITY LIMITS, AND GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT FOR THE AREA; DIRECTING FILING OF A CERTIFIED COPY OF THE ORDINANCE AND ANNEXATION SERVICES AGREEMENT WITH THE PARKER COUNTY CLERK; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Beall-Dean Ranch, LTD, a Texas limited partnership submitted a petition to the City of Willow Park requesting annexation of their property, which consists of approximately 317.732 acres, described by a metes and bounds description and map attached hereto as Exhibits “A,” and “B” pursuant to Section 43.0671 of the Texas Local Government Code, such property to be referred to as the “Annexed Property”:

WHEREAS, the Annexed Property is contiguous and adjacent to the territorial boundaries of the City of Willow Park; and

WHEREAS, on January 14, 2025, the City Council held a public hearing to consider the annexation of the Annexed Property and gave an opportunity to all interested persons to be heard concerning said proposed annexation; and

WHEREAS, notice of said public hearing was properly published in the Community News, a newspaper having general circulation in the City of Willow Park, on or after the 20th day but before the 10th day before the public hearing; and

WHEREAS, the requirements for annexation of the Annexed Property as stated in Chapter 43 of the Texas Local Government Code have been met.

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

Section 1. That the Annexed Property, comprised of approximately 317.732 acres and described in attached Exhibits “A,” and “B” which are incorporated herein as though set out in full, is hereby annexed to the City of Willow Park, Parker County, Texas, and that the boundary limits of the City of Willow Park be, and the same, hereby, are extended to include the Annexed Property within the City limits of the City of Willow Park, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Willow Park, and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

Section 2. That the Annexation Services Agreement, a copy of which is attached hereto as Exhibit “C”, is approved for the Annexed Property and is the service plan for the Annexed Property.

Section 3. The City Secretary is hereby directed to file with the County Clerk of Parker County, Texas, a certified copy of this Ordinance, along with a copy of the Annexation Services Plan attached hereto as Exhibit "C".

Section 4. This Ordinance shall be effective upon its approval and adoption by the City Council on the date set forth below.

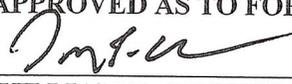
PASSED AND APPROVED on this the 11 day of February, 2025.


DOYLE MOSS, Mayor

ATTEST:

TONI FISHER, Interim City Secretary



APPROVED AS TO FORM:

WILLIAM P. CHESSER, City Attorney

The Willow Park City Council, acting on Ordinance No. ~~918-25~~ did on the 11 day of February, 2025 vote as follows:

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



City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087
Phone: (817) 441-7108
WillowParkTX.gov

I, Deana McMullen, City Secretary of the City of Willow Park, Texas do hereby certify that the attached Annexation Ordinance, along with attached Exhibit A, Property Description, and Exhibit B Services Agreement, is a true and correct copy of Ordinance No. 918.25 along with exhibits approved and enacted by the City of Willow Park City Council on February 11, 2025 comprised of 16 pages.

Deana McMullen, City Secretary
City of Willow Park



Exhibit "A"Property Description

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

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

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

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

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

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

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

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

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

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

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

south 82 degrees-12 minutes-12 seconds east 48-05/100 feet to a 1/2" iron found;
 south 74 degrees-57 minutes-27 seconds east 302-95/100 feet to a 3/4" iron found;
 south 82 degrees-38 minutes-35 seconds east 99-98/100 feet to a 3/4" iron found;
 south 89 degrees-05 minutes-24 seconds east 301-78/100 feet to a concrete highway monument found;
 south 78 degrees-15 minutes-08 seconds east 401-38/100 feet to a concrete highway monument found;
 south 71 degrees-54 minutes-15 seconds east 295-68/100 feet to a 1/2" capped iron found marked RPLS 5084.

Thence south 12 degrees-11 minutes-37 seconds west 365-80/100 feet to a 1/2" capped iron found marked RPLS 5084.

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

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

Thence north 27 degrees-41 minutes-15 seconds east 137-58/100 feet to a 1/2" capped iron found marked RPLS 5084, in the north line of said 323-336/1000 acres tract.

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

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

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

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

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

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

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

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

SAVE AND EXCEPT THE FOLLOWING

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

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

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

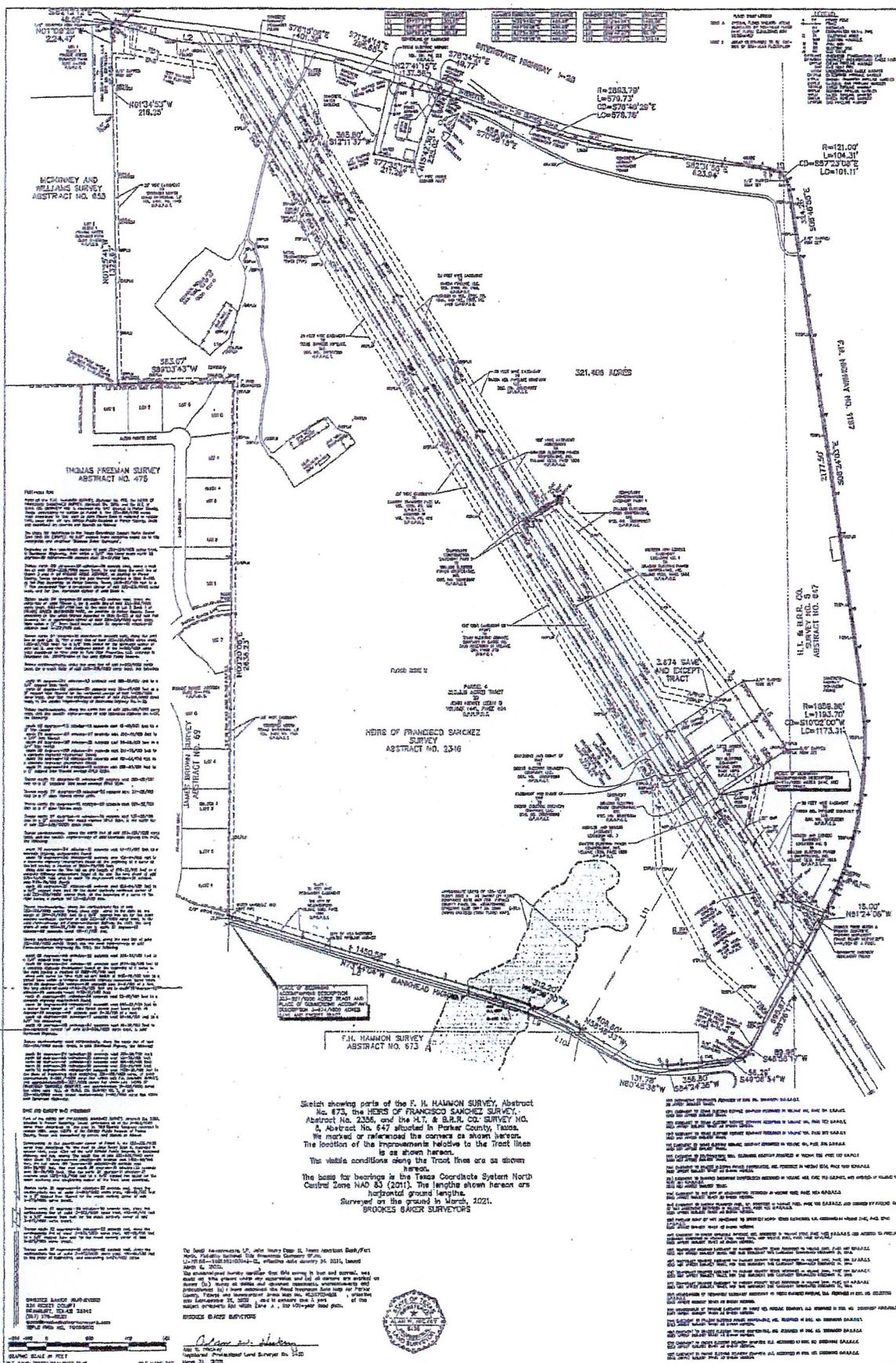
Thence north 57 degrees-05 minutes-09 seconds east, along the northwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most northerly corner

of said 3-673/1000 acres tract.

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

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

Exhibit "B"



Sketch showing parts of the F. H. HANSON SURVEY, Abstract No. 673, the HIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and the M.T. & B.R.R. CO. SURVEY NO. 4, Abstract No. 647 situated in Parker County, Texas. The marked or referenced corners as shown hereon. The location of the improvements relative to the tract lines is as shown hereon. The visible conditions along the tract lines are as shown hereon. The basis for bearings in the Teco Coordinate System North Central Zone NAD 83 (2011). The lengths shown hereon are horizontal ground lengths. Surveyed on the ground in March, 2021. BROOKS BAKER SURVEYORS

The Survey Measurements of this Survey were taken by the Surveyors on the ground in March, 2021. The measurements were taken in accordance with the provisions of the Texas Surveying Act, Chapter 81, Act Value 1999, and the rules and regulations of the State Board of Surveying. The survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 81, Act Value 1999, and the rules and regulations of the State Board of Surveying. The survey was conducted in accordance with the provisions of the Texas Surveying Act, Chapter 81, Act Value 1999, and the rules and regulations of the State Board of Surveying.



DATE OF SURVEY AND RECORD
 THE SURVEY WAS CONDUCTED AND THE DATA WAS OBTAINED BY THE SURVEYORS ON THE GROUND IN MARCH, 2021. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS SURVEYING ACT, CHAPTER 81, ACT VALUE 1999, AND THE RULES AND REGULATIONS OF THE STATE BOARD OF SURVEYING.

CITY OF WILLOW PARK
ANNEXATION SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

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

SECTION 3. DEFINITIONS.

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

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

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

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

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

FIRE

Existing Services: Parker County Emergency Services District No. 1

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

POLICE

Existing Services: Parker County Sheriff's Department

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

BUILDING INSPECTION

Existing Services: None

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

PLANNING AND ZONING

Existing Services: None

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

HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None.

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

STREET

Existing Services: Parker County Street Maintenance

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

STORM WATER MANAGEMENT

Existing Services: None.

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

STREET LIGHTING

Existing Services: None.

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

TRAFFIC ENGINEERING

Existing Services: None.

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

WATER SERVICE

Existing Services: None.

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

SANITARY SEWER SERVICE

Existing Services: None.

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

SOLID WASTE SERVICES

Existing Services: None.

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

MISCELLANEOUS SERVICES

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

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Parker County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Parker County, Texas.
- (c) **Disclosure.** Owner understands that it is not required to enter into this Agreement. The City is annexing the Property on a request by Owner, as the owner of the Property, to annex the Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Owner shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of general circulation in the area and public notice on the City's website; (d) the City will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Property to be annexed; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Property. The annexation of the Property, and the procedures applicable to the annexation, require the Owner's consent. The City, by entering

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

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

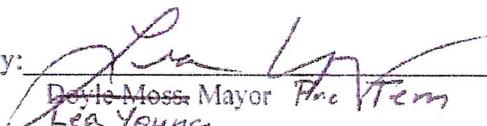
if to City: City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087
Attn: City Manager
Telephone: 817/441-7108

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

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

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

CITY OF WILLOW PARK

By: 
~~Doyle Moss, Mayor~~ *The Vitem*
Lea Young
Date: 11/12/24

ATTEST:

Antonette A. Fisher, City Secretary
Fisher Interim

APPROVED AS TO FORM:

W.P. Chesser
William P. Chesser, City Attorney

OWNER

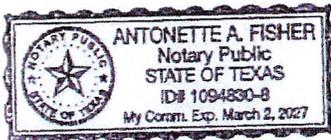
BEALL-DEAN RANCH, LTD

By: Robert S. Beall

Date: 11/12/24

STATE OF TEXAS
COUNTY OF PARKER

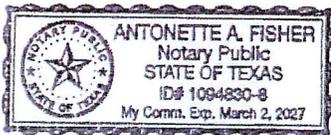
This instrument was acknowledged before me on the 12th day of Nov. by Lea Young ~~Doyle Moss~~,
~~Mayer~~ of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said
municipality. Mayor Pro Tem



Antonette Fisher
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF PARKER

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



Antonette Fisher
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

9 Lila Deakle

202503850
02/13/2025 03:48 PM
Fee: 89.00
Lila Deakle, County Clerk
Parker County, TX
ORDINANCE

STATE OF TEXAS

§
§
§

RESOLUTION

COUNTY OF PARKER

**REQUEST FOR THE CITY OF WILLOW PARK, TEXAS
 TO ANNEX A PORTION OF EAST BANKHEAD HIGHWAY FOR A DISTANCE OF
 APPROXIMATELY 7,815 FEET AND COMPRISING APPROXIMATELY 10.95 ACRES
 OF LAND PURSUANT TO SECTION 43.1055 OF THE LOCAL GOVERNMENT CODE
 TO ALLOW THE CITY TO ANNEX AN APPROXIMATELY 31.247 ACRE TRACT OF
 LAND SITUATED IN THE ELIZA OXER SURVEY, ABSTRACT NUMBER 1031,
 PARKER COUNTY, TEXAS**

WHEREAS, the owner of a 31.247 acre tract of land, more or less, in the Eliza Oxer Survey, Abstract No. 1031, and being all of tracts 1-3 as described by deed to Dustin Kyle Haney and Jayme Lynne Haney as recorded in Document Number 202200494, Deed Records, Parker County, Texas, has requested the City of Willow Park to annex said property; and

WHEREAS, the tract of land requested to be annexed is located contiguous to East Bankhead Highway right-of-way; and

WHEREAS, Section 43.1055 of the Texas Local Government Code provides that a municipality may by ordinance annex under the procedures prescribed by Subchapter C-1, a road right-of-way described by Subsection (b). Subchapter (b) provides: (b) A municipality may annex a road right-of-way provided that the road right-of-way: (1) is contiguous to the municipality's boundary or to an area being simultaneously annexed by the municipality; (2) either: (A) is parallel to the boundary of the municipality or to an area being simultaneously annexed by the municipality; or (B) connects the boundary of the municipality to an area being simultaneously annexed by the municipality or to another point on the boundary of the municipality; and (3) does not result in the municipality's boundaries surrounding any area that was not already in the municipality's extraterritorial jurisdiction immediately before the annexation of the right-of-way; and

WHEREAS, Section 43.1055, Subchapter (c) provides that a municipality may annex a right-of-way under Section 43.1055 only if the owner of the right-of-way or the governing body of the political subdivision that maintains the right-of-way requests the annexation of the right-of-way in writing; and

WHEREAS, Parker County, Texas maintains the right-of-way of East Bankhead Highway that meets the requirements of Section 43.1055(b) for annexation by the City of Willow Park, Texas; and

WHEREAS, the City of Willow Park has provided Parker County with a legal description and map of the portion of East Bankhead Highway right-of-way that is contiguous with the 31.247 acre tract of land, more or less, to be annexed by the City of Willow Park, Texas; and

WHEREAS, the legal description of the East Bankhead Highway right-of-way is a 10.95 acre tract of land, more or less, approximately 7,815 feet in length, that is more particularly described and depicted in Exhibit "A" attached hereto.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 43.1055 of the Texas Local Government Code, the undersigned officials of Parker County, Texas do hereby request that the City of Willow Park, Texas annex the portion of East Bankhead Highway right-of-way, that is a 10.95 acre tract of land, more or less, approximately 7,815 feet in length, more or less, that is more particularly described and depicted in Exhibit "A" attached hereto.

ADOPTED THIS 13 DAY OF NOVEMBER, 2023.

Pat Deen

Pat Deen, Parker County Judge

Voted: yes, ___ no, ___ abstained

George A Conley

George Conley, Comm. Pct. #1

Voted: yes, ___ no, ___ abstained

Jacob Holt

Jacob Holt, Comm. Pct. #2

Voted: yes, ___ no, ___ abstained

Larry Walden

Larry Walden, Comm. Pct. #3

Voted: yes, ___ no, ___ abstained

Mike Hale

Mike Hale, Comm. Pct. #4

Voted: yes, ___ no, ___ abstained

ATTEST:

Lila Deakle
Lila Deakle, County Clerk



**EXHIBIT A
ANNEXATION TRACT
METES AND BOUNDS DESCRIPTION**

BEING 7815 feet more or less of East Bankhead Highway (a variable width right-of-way) out of the following Surveys and Abstracts in Parker County, Texas: I & G.N.R.R. Co. Survey, Abstract No. 1821, John Cole Survey, Abstract No. 218, James Oxer Survey, Abstract No. 1029, A.J. Hood Survey, Abstract No. 2587, And Eliza Oxer Survey, Abstract No. 1031;

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

THENCE northwesterly along the south and southwesterly right-of-way line of said East Bankhead Highway, crossing said AJ Hood Survey, James Oxer Survey, John Cole Survey, 7850 feet more or less to a point in the center of a creek, being in said I & G.N.R.R. Co. Survey, Abstract No. 1821, being on the existing City of Willow Park City Limits Line, same being the northeast corner of a 10.0 acre tract conveyed in Special Warranty Deed to Rider Scott, recorded in Document Number 201925933, Official Public Records, Parker County, Texas, same being the southeast corner of Trinity Fields, and addition to the City of Willow Park, recorded in Cabinet E, Slide 785, Plat Records, Parker County, Texas, for the southwest corner of this described tract;

THENCE crossing said East Bankhead Highway with the center of said creek, along the existing City of Willow Park City Limits Line, being the most westerly corner of a 3.058 acre tract conveyed in Warranty Deed with Vendor's Lien, to Richard Lee Baird, recorded in Volume 1776, Page 1637, Deed Records, Parker County, Texas, same being the most southerly southwest corner of a 3.966 acre tract conveyed in a Revocable Transfer on Death Deed, to Mike Crow, recorded in Document Number 202237674, Official Public Records, Parker County, Texas, and being an ell corner for the existing City of Willow Park, Texas, City Limits Line, being the northwest corner of this described tract;

THENCE in an southeasterly direction along the common line of said easterly and northerly right-of-way line of said East Bankhead Highway and the City of Willow Park City Limits Lines to a point being at the northwest intersection of said East Bankhead Highway and west right-of-way of Willow Bend Drive, being the most southerly southeast corner of Lot 7, Block 2, Willow Park Crossing, Phase One, recorded on Cabinet D, Slide 230, Plat Records, Parker County, Texas, and being an ell corner for where the said City Limits Line departs said East Bankhead Highway to the northeast along said west right-of-way of Willow Bend Drive;

THENCE continuing southeasterly with the northeasterly line of said East Bankhead Highway, to a point for the southwest corner of Willow Park Village, an addition in the City of Willow Park, Recorded in Cabinet C, Slide 252, Plat Records, Parker County, Texas, and being a point for an ell corner where the existing City of Willow Park City Limits joins said Bankhead Highway from the north;

THENCE continuing southeasterly with common line of the northeasterly line of said East Bankhead Highway, the southerly line of said Willow Park Village, and City of Willow Park City Limits Line, to a point for the most southerly southeast corner of said Willow Park Village, same being the southwest corner of Box 4 Storage and Retail, an addition recorded in Cabinet E, Slide 575, Plat Records, Parker County, Texas, and being an ell corner for which the City of Willow Park City Limits Line departs Bankhead Highway to the north;

THENCE continuing along the northerly line of said East Bankhead Highway to a point being in the south line of a 36.509 acre tract conveyed is a Special Warranty Deed, to Magellan Pipeline Terminals, L.P. recorded in Volume 2563, Page 1768, Official Public Records, Parker County, Texas, and being at right angles from the northeast corner of said Haney 2.93 acre tract, Tract Two, from which the southeast corner of said 36.509 acre tract, approximately bears, N86°34'17"E 79.2 feet and N87°45'50"E 201.1 feet;

THENCE crossing said East Bankhead Highway to the **POINT OF BEGINNING**, containing 10.95 acres more or less.

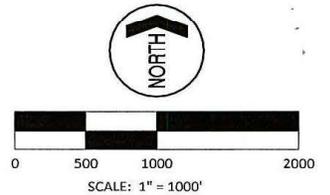


TBPLS FIRM# 10194493 FIRM# F-2448

3465 CURRY LANE
 ABILENE, TX 79606
 325-695-1070
 1925 FORT WORTH HWY.
 WEATHERFORD, TX 76086
 817-594-9880
 1014 BROADWAY STREET
 LUBBOCK, TX 79414
 806-368-6375

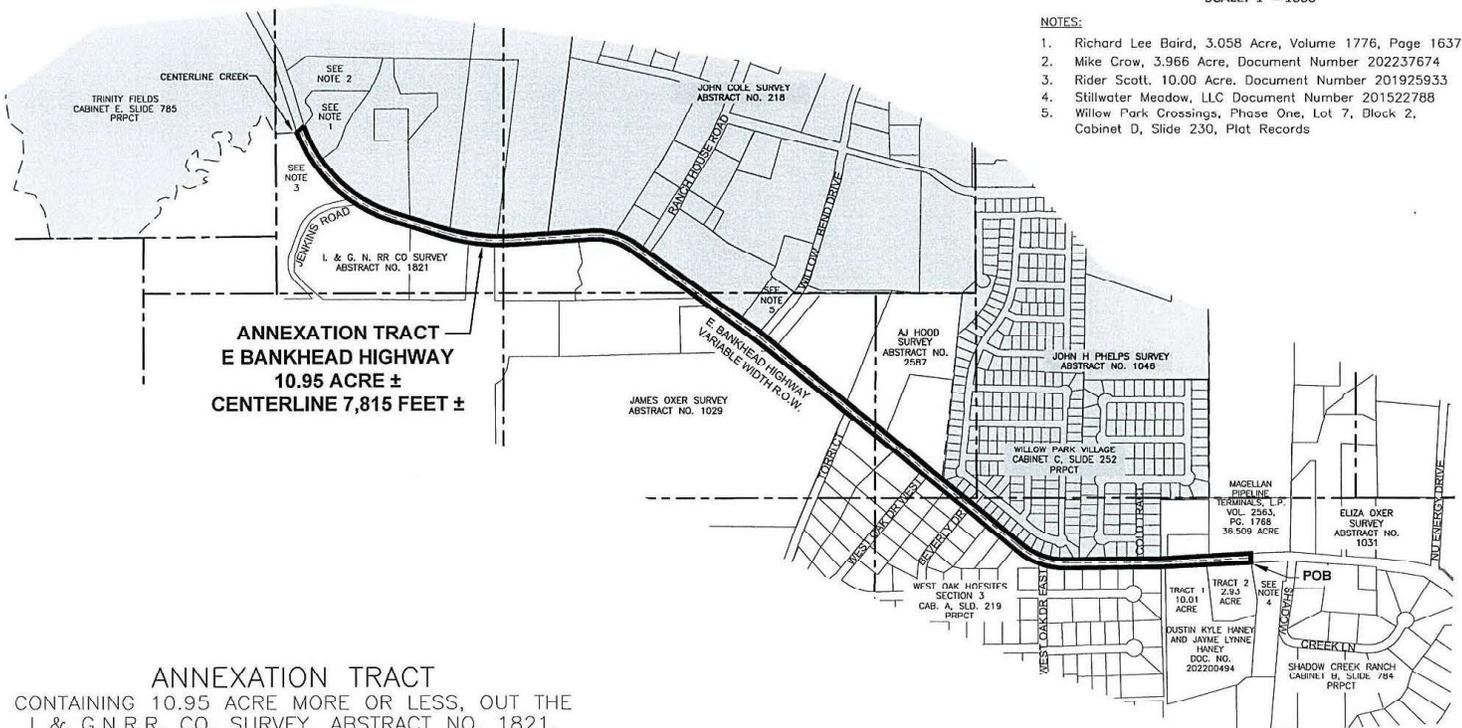
EXHIBIT "A"

- WILLOW PARK CITY LIMITS
- ANNEXATION TRACT (DOLD)
- SURVEY LINES



NOTES:

1. Richard Lee Baird, 3.058 Acre, Volume 1776, Page 1637
2. Mike Crow, 3.966 Acre, Document Number 202237674
3. Rider Scott, 10.00 Acre, Document Number 201925933
4. Stillwater Meadow, LLC Document Number 201522788
5. Willow Park Crossings, Phase One, Lot 7, Block 2, Cabinet D, Slide 230, Plat Records



**ANNEXATION TRACT
 E BANKHEAD HIGHWAY
 10.95 ACRE ±
 CENTERLINE 7,815 FEET ±**

ANNEXATION TRACT
 CONTAINING 10.95 ACRE MORE OR LESS, OUT THE
 I & G.N.R.R. CO. SURVEY, ABSTRACT NO. 1821,
 JOHN COLE SURVEY, ABSTRACT NO. 218,
 JAMES OXER SURVEY, ABSTRACT NO. 1029,
 A.J. HOOD SURVEY, ABSTRACT NO. 2587, AND
 ELIZA OXER SURVEY, ABSTRACT NO. 1031;
 PARKER COUNTY, TEXAS

DRAWING COMPLETED: OCTOBER 26, 2023

ORDINANCE NO. 917-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 7,313 FEET OF EAST BANKHEAD RIGH-OF-WAY, COMPRISING APPROXIMATELY 10.98 ACRES OF LAND, PURSUANT TO SECTION 43.1055, SUBCHAPTER C-1 OF CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID 10.98 ACRES WITHIN THE CITY LIMITS, AND GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY; APPROVING AN ANNEXATION SERVICE PLAN FOR THE AREA; DIRECTING FILING OF A CERTIFIED COPY OF THE ORDINANCE AND ANNEXATION SERVICE PLAN WITH THE PARKER COUNTY CLERK; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park (the “City”), at its meeting on November 26, 2024, passed a resolution declaring the City’s intent to annex approximately 7,313 feet of East Bankhead Highway, comprising approximately 10.98 acres of land (the “Annexed Property”) into the territorial limits of the City pursuant to Section 43.1055 of the Local Gov’t Code, in accordance with the procedures provided under Subchapter C-1 of Chapter 43 of the Local Gov’t Code; directing staff to prepare a Service Plan for the Annexed Property; and scheduling two (2) public hearings on the proposed annexation for January 14, 2025; and

WHEREAS, the City received a request to annex the Property from Parker County, the political subdivision that owns and maintains the East Bankhead Highway right-of-way, in accordance with Section 43.1055 (c) of the Local Gov’t Code and/or has not provided a written objection to the annexation after the City provided written notice of the annexation to Parker County not later than the 61st day before the date of the proposed annexation; and

WHEREAS, at its January 14, 2025 meeting, the City Council conducted two public hearings on the proposed annexation of the Annexed Property, after properly publishing notice of the public hearings in the Community News, a newspaper having general circulation in the City, on or after the 20th day but before the 10th day before the public hearings, and the public hearings gave all interested persons the right to appear and be heard on the proposed annexation; and

WHEREAS, the above-mentioned public hearings were conducted not more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, the Annexed Property is contiguous and adjacent to the territorial boundaries of the City; and

WHEREAS, the requirements for annexation of the Annexed Property as stated in Chapter 43 of the Texas Local Government Code have been met.

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

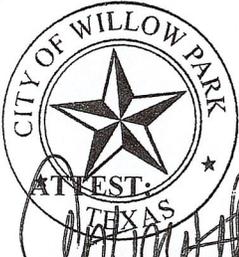
Section 1. That the Annexed Property, approximately 7,313 feet of East Bankhead Highway, comprising approximately 10.98 acres, and described and depicted in attached Exhibit "A," which is incorporated herein as though set out in full, is hereby annexed to the City of Willow Park, Parker County, Texas, and that the boundary limits of the City of Willow Park be, and the same, hereby, are extended to include the Annexed Property within the city limits of the City of Willow Park, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Willow Park, and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

Section 2. That the Annexation Service Plan, a copy of which is attached hereto as Exhibit "B", is approved for the Annexed Property and is the service plan for the Annexed Property.

Section 3. The City Secretary is hereby directed to file with the County Clerk of Parker County, Texas, a certified copy of this Ordinance, along with a copy of the Annexation Service Plan attached hereto as Exhibit "B".

Section 4. This Ordinance shall be effective upon its approval and adoption by the City Council on the date set forth below.

PASSED AND APPROVED on this the 11 day of February, 2025.



Doyle Moss
DOYLE MOSS, Mayor

Toni Fisher
TONI FISHER, Interim City Secretary

APPROVED AS TO FORM:
William P. Chesser
WILLIAM P. CHESSER, City Attorney

The Willow Park City Council, acting on Ordinance No. 917-25 did on the 11 day of February, 2025 vote as follows:

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

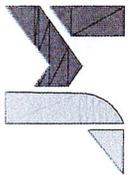


City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087
Phone: (817) 441-7108
WillowParkTX.gov

I, Deana McMullen, City Secretary of the City of Willow Park, Texas do hereby certify that the attached Annexation Ordinance, along with attached Exhibit A, Property Description, and Exhibit B Services Agreement, is a true and correct copy of Ordinance No. 917-25 along with exhibits approved and enacted by the City of Willow Park City Council on February 11, 2025 comprised of 7 pages.

Deana McMullen, City Secretary
City of Willow Park





**JACOB
MARTIN**

FIRM# F-2448

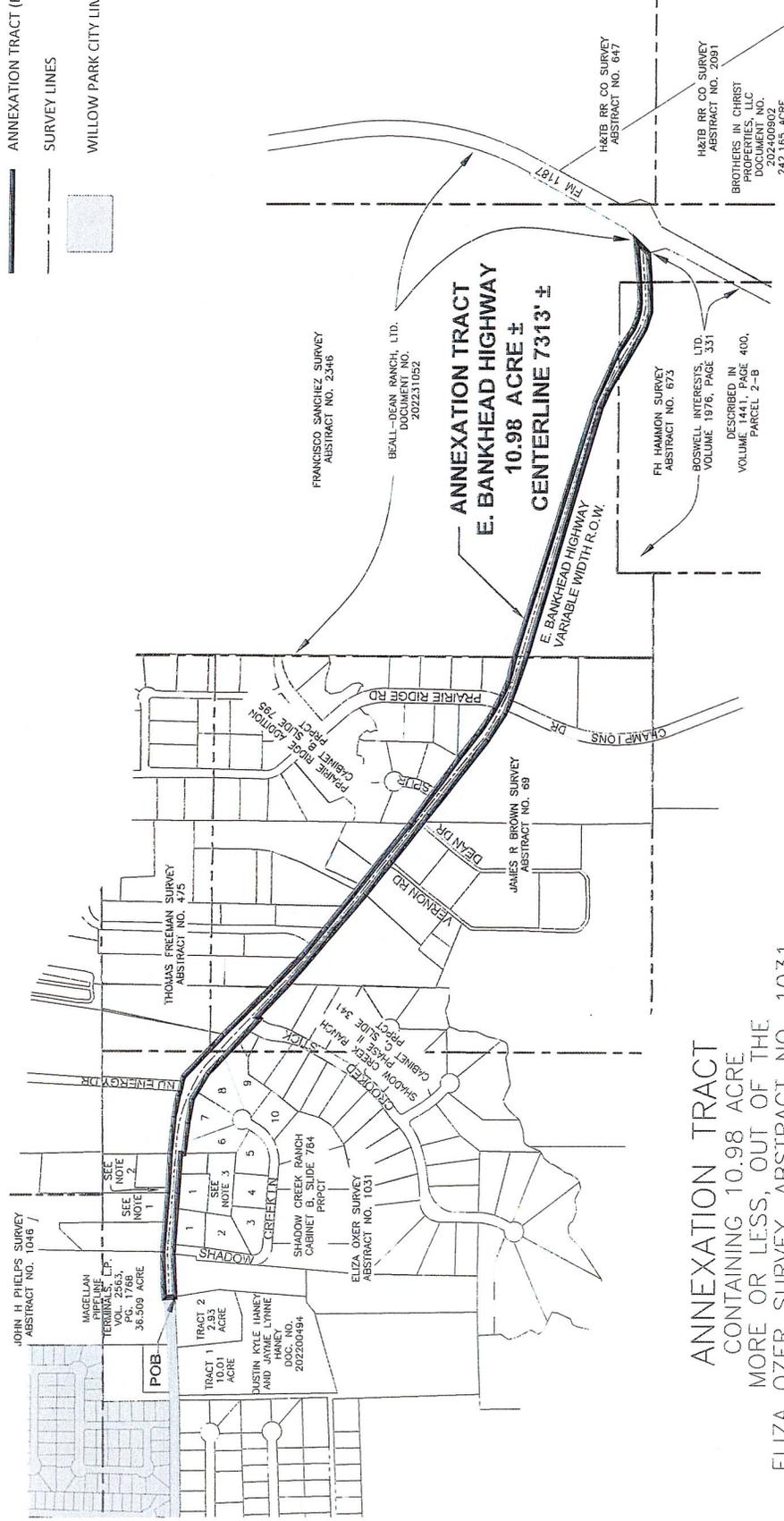
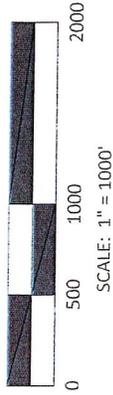
TBPLS FIRM# 10194493

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1925 FORT WORTH HWY.
WEATHERFORD, TX 76086
817-594-9880
1014 BROADWAY STREET
LUBBOCK, TX 79414
806-368-6375

EXHIBIT "A"

NOTES:

1. 9901 Bankhead Park, LLC, 13.94 Acre, Document Number 202233894
2. Ward A. Campbell, 3.439 Acre, Volume 2435, Page 839
3. Apollinar - Phillips Addition, Lot 1, Block 1, Cabinet E, Slide 106, Plat Records



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

DRAWING COMPLETED: MARCH 11, 2024

**EXHIBIT A
ANNEXATION TRACT
METES AND BOUNDS DESCRIPTION**

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

BEGINNING at a point being in the Eliza Oxer Survey, Abstract No. 1031, being a corner of the existing City of Willow Park, Texas, City Limits Line, being on the south right-of-way line of said East Bankhead Highway, being the northeast corner of a 2.93 acre tract, Tract Two, conveyed in Warranty Deed with Vendor's Lien, to Dustin Kyle Haney and Jayme Lynne Haney, recorded in Document Number 202200494, Official Public Records, Parker County, Texas, same being the northwest corner of a 3.549 acre tract conveyed in a Warranty Deed with Vendor's Lien to Stillwater Meadow, LLC recorded in Document Number 201522788, Official Public Records, Parker County, Texas, from which a 1/2 inch rebar rod for the northeast corner of said 3.549, same being in the west line of Shadow Creek Lane, bears N87°05'53"E 261.34 feet, being the southwest corner of this described tract;

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

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

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

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

EXHIBIT "B"
SERVICES TO BE PROVIDED TO ANNEXED LAND
MUNICIPAL SERVICE PLAN

TERRITORY

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

INTENT

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

EFFECTIVE TERM

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

FIRE

Existing Services: Parker County Emergency Services District No. 1

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

POLICE

Existing Services: Parker County Sheriff's Department

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

BUILDING INSPECTION

Existing Services: None

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

PLANNING AND ZONING

Existing Services: None

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

HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None.

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

STREET

Existing Services: Parker County

Services to be Provided: Parker County is currently reconstructing East Bankhead Highway. Upon completion of the reconstruction of East Bankhead by the County and the expiration of the two (2) year maintenance bond provided to the County, the City will maintain East Bankhead to the same degree and extent that other roads, streets, and alleyways are maintained in areas with similar topography, land use, and population density on the effective date of the annexation. If there are any other roads, street and alleyways in the Annexed Area, the City will maintain those to the same degree and extent that other roads, streets, and alleyways are maintained in areas with similar topography, land use, and population density on the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: Parker County

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

STREET LIGHTING

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

TRAFFIC ENGINEERING

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

WATER SERVICE

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

SANITARY SEWER SERVICE

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

SOLID WASTE SERVICES

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

MISCELLANEOUS

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

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02/13/2025 03:48 PM
Fee: 53.00
Lila Deakle, County Clerk
Parker County, TX
ORDINANCE



PARKS DEPARTMENT AGENDA ITEM BRIEFING SHEET

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

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

BACKGROUND:

We have received the following applications for 2026 Parks Board

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

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

Open – Place 1

Open – Place 2

Barry Noggle – Place 3

Jerry Vierling – Place 4 (reappointment)

JD DeLaFuente – Place 5

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

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

RECOMMENDED MOTION:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

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

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

BACKGROUND:

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

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

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

STAFF RECOMMENDATION:

Staff recommend reappointments, based on continued service and knowledge.

RECOMMENDED MOTION:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

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

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

BACKGROUND:

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

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

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

STAFF RECOMMENDATION:

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

EXHIBITS: Clearion Development Agreement

RECOMMENDED MOTION:

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

CLEARION DEVELOPMENT AGREEMENT

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

SECTION 1 RECITALS

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

WHEREAS, Owner is the owner of approximately 19.448 acres of real property located within the corporate limits of the City, described by metes and bounds in Exhibit A-1 (the “In-City Property”) and approximately 62.258 acres of real property located within the extraterritorial jurisdiction (“ETJ”) of the City, described by metes and bounds in Exhibit A-2 (the “ETJ Property”) and together with the In-City Property, the “Property”), which Property is further depicted in Exhibit B;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 **DEFINITIONS**

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

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

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

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

City Council means the governing body of the City.

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

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

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

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

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

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in **Exhibit F**.

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

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

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

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

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

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

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

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

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

SECTION 3 **PUBLIC INFRASTRUCTURE**

3.1 Construction, Ownership, and Transfer of Public Infrastructure.

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

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

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

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

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

3.2 Operation and Maintenance.

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

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

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

3.3 Water Facilities.

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

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

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

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

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

3.4 Wastewater Facilities.

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

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

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

3.5 Water and Wastewater Services.

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

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

3.6 Roadway Facilities and Drainage Improvements.

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

(b) Crown Road Improvements. Developer intends to construct or cause the construction of improvements to the existing Crown Road bridge and the related roadway extension connecting to the Property, including the installation a 3-way intersection with traffic control signage on Crown Road as shown on **Exhibit D-1** and an emergency flood gate and any other necessary flood alert signage or flashing warning lights agreed to between the Developer and Parker County (the "Crown Road Improvements"). The portion extending outside of the City's existing corporate limits shall be considered private improvements and upon completion, the private Crown Road Improvements will be owned and maintained by the HOA; provided, however, the private Crown Road Improvements shall be constructed in accordance with the City Regulations, ordinances, and city standards. The portion of the Crown Road Improvements extended within the Property boundary and within the City corporate limits shall be conveyed to the City for ownership and maintenance in conformance with roadway facility standards contained herein. Towles Drive Improvements. The Developer shall construct or cause construction of the continuation of J.D. Towles Drive as a sixty (60') foot right-of-way and street section to match The Reserves at Trinity Phase 2 construction plans, including a six foot (6') bike lane for the onsite portion from the southern point of connection with The Reserves at Trinity extending through the Property to the northernmost connection point to Crown Road as shown on **Exhibit D-2** attached hereto (the "J.D. Towles Drive Improvements").

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

(d) Timing of General Obligations. Prior to the recordation of any final plat for the Project, Developer shall complete, in a good and workmanlike manner, construction of all

roadway facilities and related improvements necessary to serve the Project in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance, subject to the maintenance bond provided by Developer in place for two (2) years after the City's final acceptance of the Public Infrastructure.

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

SECTION 4 **CHARGES AND FEES**

4.1 Charges and Fees.

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

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

(c) Parkland Dedication and Park Improvements. The Developer agrees to dedicate approximately 16 acres (but in no event less than 15 acres) of parkland to the City shown as "Future City Park" on the Conceptual Plan attached hereto (the "Park Dedication Land"). The Parties acknowledge that the depiction of the Park Dedication Land on Exhibit C attached hereto is conceptual in nature and is subject to final design and engineering. The sizes and locations of the Park Dedication Land will be determined pursuant to the City's platting or zoning processes and shall not require an amendment to Exhibit C attached to this Agreement. In exchange for the

dedication of the Park Dedication Land, Developer shall be deemed to have satisfied all applicable parkland dedication requirements or fees required in lieu thereof, as well as any park development fees or park impact fees that may now or hereinafter be enacted by the City, including any related community development fee or similar fee, by whatever name, enacted by the City now or in the future. Within the Park Dedication Land, the Developer shall construct or cause construction of (i) a 10-foot-wide concrete trail looping along the boundary of the Park Dedication Land with an adjacent meandering dirt trail for biking, (ii) a minimum of 10 parking stalls to be constructed along the southwest cul-de-sac adjacent to the Park Dedication Land, and (iii) a permanent restroom facility within a relatively close proximity to the parking stalls (collectively, the “Park Improvements”). Upon completion, the Park Improvements will be dedicated to and accepted by the City as part of the Park Dedication Land for public use. The Park Improvements will be privately maintained by the HOA. The City agrees to provide the HOA with all necessary easements for the HOA to maintain the Park Improvements.

SECTION 5 ANNEXATION AND ZONING MATTERS; CONCEPTUAL PLAN

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

5.2 Zoning.

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

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

5.3 Gas Well Setbacks.

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

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

any undeveloped areas on the Conceptual Plan by up to a cumulative amount of twenty-five percent (25%) for each land use area. If the City Manager deems an amendment not to be minor in nature in their reasonable discretion, the proposed amendments to the Conceptual Plan shall be processed in accordance with the City Code and/or City Regulations.

SECTION 6

ADDITIONAL OBLIGATIONS AND AGREEMENTS

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

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

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

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

6.5 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, traffic control devices or signs, and all other required improvements, at no cost to the City except as expressly provided in this Agreement, and as approved by the City's engineer or his or her agent. Developer

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

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

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

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

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including without

limitation water, wastewater/sanitary sewer, drainage, roads, streets, alleys, public park facilities, electrical, streetlights, and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Developer has met its obligations to provide for required Public Infrastructure necessary to serve such portion according to the approved engineering plans and City Regulations and until such Public Infrastructure is operational and has been dedicated to and accepted by the City. Acceptance by the City shall not be unreasonably withheld, conditioned, or delayed.

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

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

6.9 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of

insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification. All policies shall be endorsed to waive the right of subrogation against the City.

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

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

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

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

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

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

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

(c) No Discrimination Against Firearm Entities. The Developer and Owner each hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm

entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

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

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

SECTION 7 **EVENTS OF DEFAULT; REMEDIES**

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

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

SECTION 8

ASSIGNMENT; ENCUMBRANCE

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

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

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

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

SECTION 9
RECORDATION AND ESTOPPEL CERTIFICATES

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

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

SECTION 10
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WILLOW PARK

By: _____
Name: Teresa Palmer
Title: Mayor

ATTEST

Name: Deana McMullen
Title: City Secretary

APPROVED AS TO FORM

Name: Wm. Andrew Messer
Title: City Attorney

STATE OF TEXAS §
COUNTY OF PARKER §

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

Notary Public, State of Texas

[SEAL]

OWNER:

BROTHERS IN CHRIST PROPERTIES LLC,
a Texas limited liability company

By: _____
Bryson Adams, Managing Member

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public in and for the State of Texas

[SEAL]

DEVELOPER:

Skorburg Acquisitions II, LLC
a Texas limited partnership

By: _____
Name: Adam Buczek, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

Notary Public in and for the State of Texas

[SEAL]

Exhibit A-1
Description of the In-City Property

BEING a tract of land situated in the M. Edwards Survey, Abstract Number 1955, and A. McCarver Survey, Abstract Number 910, Parker County, Texas, being a portion of a tract of land described by deed to Brothers in Christ Properties, LLC recorded in Instrument Number D202329094, of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

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

THENCE S 89°58'59"W, 824.36 feet, with the north line of said Willow Wood and the south line of said Brothers in Christ Properties, LLC tract;

THENCE departing said common line, over and across said Brothers in Christ Properties, LLC tract the following bearings and distances:

S 89°58'59"W, 824.36 feet;

N 00°14'58"W, 131.76 feet;

N 09°41'19"E, 86.65 feet;

N 16°10'39"E, 115.16 feet;

N 00°28'58"W, 135.67 feet;

N 19°33'18"W, 58.44 feet;

THENCE N 03°34'02"W, 529.70 feet, to the south line of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records and being the north line of said Brothers in Christ Properties, LLC tract;

THENCE N 87°29'58"E, 317.51 feet, with said north line to the southeast corner of said Gary Dale Lee tract, being the southwest corner of Lot 1, Block 7 of Squaw Creek Estates West, an addition to the City of Willow Park, recorded in Cabinet A, Slide 144, said County Records;

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

THENCE S 00°51'55"E, 1,060.30 feet with the east line of said Brothers in Christ Properties, LLC tract and the north line of said Willow Wood to the **Point of Beginning** and containing 847,145 square feet or 19.448 acres of land more or less.

Exhibit A-2
Description of the ETJ Property

BEING a tract of land situated in the A. MCarver Survey, Abstract Number 910, and the W. Franklin Survey, Abstract Number 468, Parker County, Texas, being a portion of a tract of land herein after referred to as (Tract 1) described by deed to Brothers in Christ Properties, LLC recorded in Instrument Number D202329094, and being all of a tract of land herein after referred to as (Tract 2) described by deed to said Brothers in Chris Properties, LLC recorded in Instrument Number D202425676, both of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Tract 1 and being in the north right-of-way line of Meadow Place Drive;

THENCE N 50°14'45"W, 400.03 feet, with said common line;

THENCE departing said common line, over and across said Tract 1, the following courses and distances:

N 49°02'30"E, 340.32 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 236.54 feet, through a central angle of 17°29'14", having a radius of 775.00 feet, and a long chord which bears N 57°47'06"E, 235.62 feet;

N 23°11'50"W, 50.00 feet to the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 252.04 feet, through a central angle of 17°30'13", having a radius of 825.00 feet, and a long chord which bears S 57°47'36"W, 251.06 feet;

S 49°02'30"W, 296.37 feet;

THENCE N 86°39'10"W, 25.78 feet, returning to said west line and being the east right-of-way line of Crown Road;

THENCE with said common line, the following bearings and distances:

N 17°45'46"W, 249.70 feet;

N 01°55'51"W, 675.94 feet;

N 30°02'48"E, 55.96 feet;

THENCE N 46°54'10"E, 79.29 feet, to the northwest corner of said Tract 1

THENCE with the north line of said Tract 1 and the south right-of-way line of said Crown Road, the following bearings and distances:

N 89°20'53"E, 1081.22 feet;

N 66°43'06"E, 39.71 feet;

THENCE N 89°00'53"E, 118.64 feet, to the southwest corner of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records;

THENCE N 87°29'57"E, 1,056.87 feet, departing said east right-of-way line, continuing with said north and the south line of said Gary Dale Lee tract;

THENCE departing said common line, over and across said Tract 1 the following bearings and distances:

S 03°34'02"E, 529.70 feet;

S 19°33'18"E, 58.44 feet;

S 00°28'58"E, 135.67 feet;

S 16°10'39"W, 115.16 feet;

S 09°41'19"W, 86.65 feet;

THENCE S 00°14'58"E, 131.76 feet, to the south line of said Brothers in Christ Properties, LLC tract, being in the north line of Lot 5, Block 12 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records;

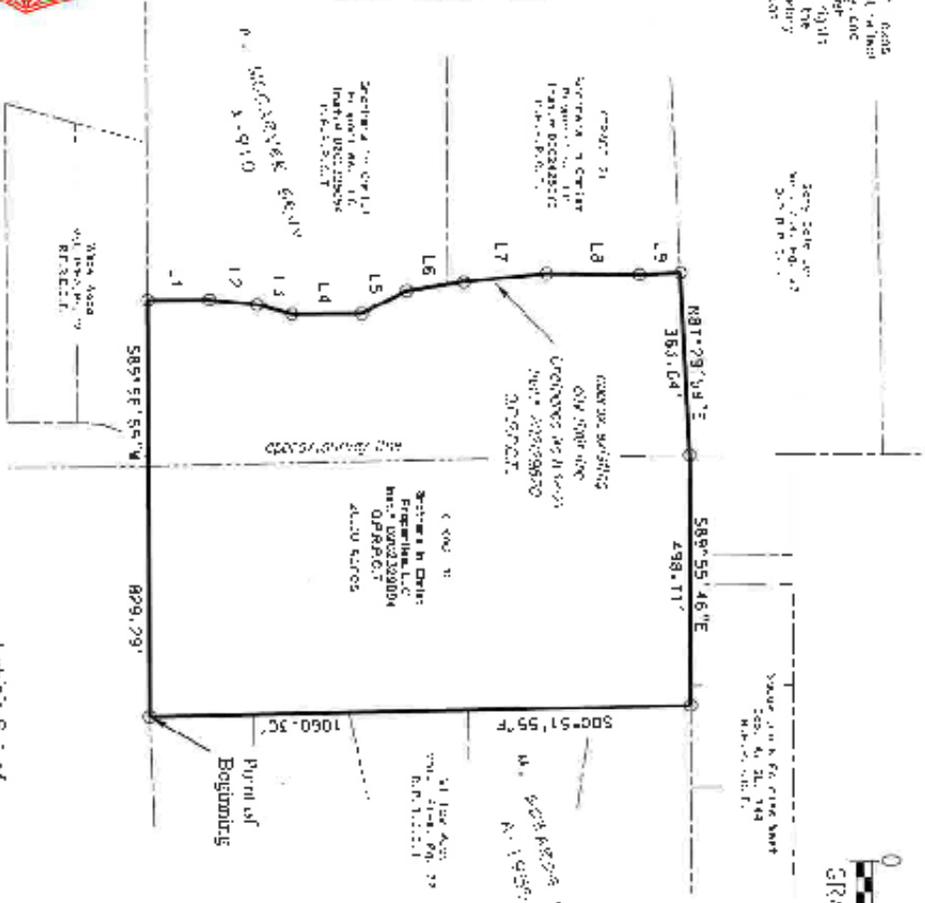
THENCE S 89°59'02"W, 1,179.13 feet, to the north line of Lot 2R, Block 11 of The Reserves at Trinity, an addition to the City of Willow Park, recorded in Cabinet E, Slide 726, said County Records;

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

THENCE S 89°44'32"W, 780.91 feet to the **Point of Beginning** and containing 2,711,976 square feet or 62.258 acres of land more or less.

This deed was not prepared under the provisions of the Texas Deed Act, 2005, and the result is that the deed is not enforceable. The deed is hereby voided and the parties are advised that the deed is not enforceable. The deed is hereby voided and the parties are advised that the deed is not enforceable.

NO.	BEARING	DIST.
1	N 00° 03' 40" W	27.87'
2	N 06° 02' 03" E	51.82'
3	N 12° 41' 03" E	70.54'
4	N 23° 00' 24" N	135.98'
5	N 28° 32' 15" W	102.00'
6	N 01° 50' 27" W	112.83'
7	N 01° 51' 00" W	152.72'
8	N 102° 30' 30" W	100.25'



Cleartron City Limits
 Situated in the V. Edwards Survey, Abstract Number 1955,
 and the A. McCarver Survey, Abstract Number 910,
 Parker County, Texas

TREAS - US FERN REG. NO. 007-V

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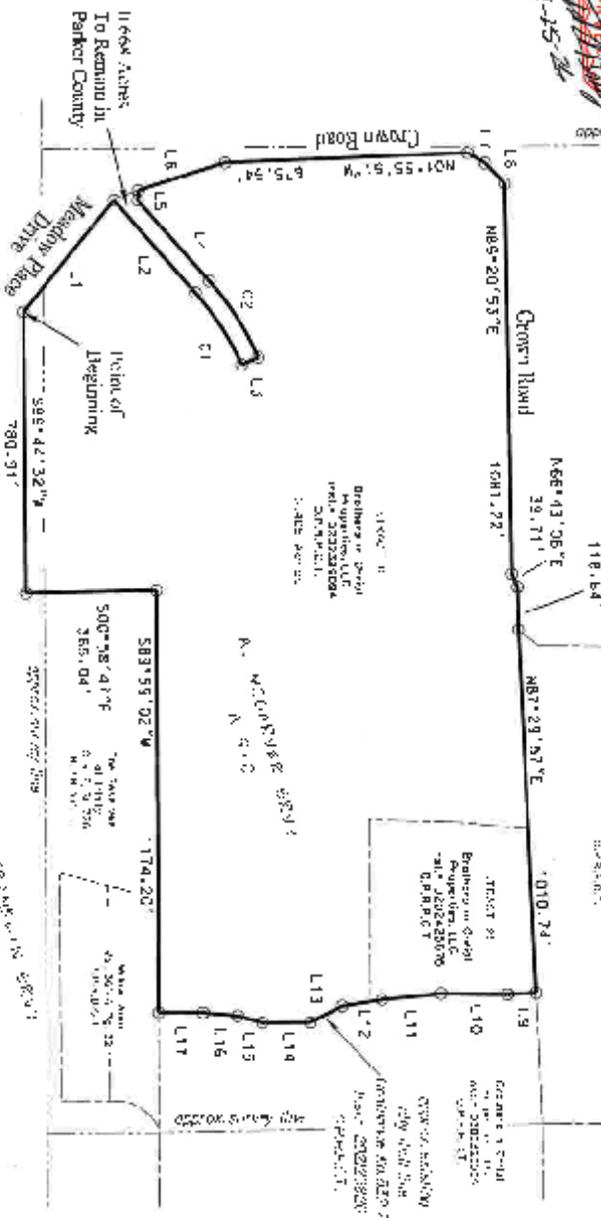


2221 LINDWOOD DRIVE, SUITE 100, FORT WORTH, TEXAS 76107-2221

JOB # 2047245.D1 DRAWN BY: WRY CHECKED BY: LVS DATE: 01/13/22 PAGE 1 of 1



The engineer was required under 22 Texas Administrative Code (22.553) to determine the location of the ground surface by means of a survey of the ground surface in order to establish the location of the ground surface by the method of leveling to the datum of the 1988 North American Vertical Datum (NAVD).



NO.	BEARING	DIST.
1	S 50° 16' 45" W	230.03
2	S 49° 02' 32" E	240.32
3	S 21° 11' 52" W	22.00
4	S 41° 02' 52" W	249.57
5	N 101° 49' 00" W	25.72
6	N 127° 45' 48" W	249.72
7	N 30° 02' 48" E	25.96
8	N 48° 14' 00" E	79.29
9	S 02° 30' 00" W	80.22
10	S 01° 31' 00" W	162.32
11	S 04° 30' 22" E	115.52
12	S 25° 00' 00" E	100.00

NO.	BEARING	DIST.
13	S 02° 50' 24" E	75.98
14	S 3° 47' 22" W	70.52
15	S 83° 00' 10" W	52.89
16	S 00° 00' 00" E	17.87

NO.	RTIA	RAJUS	LENGTH	BEARING	DIST.
17	7° 32' 13"	228.00'	4.50'	210° 00'	235.53
18	7° 32' 13"	228.00'	5.17'	210° 00'	231.83

PHILIP B-2 of
Clearion Annexation
 Situated in the W. Rankin Survey, Abstract Number 408,
 and the A. McConner Survey, Abstract Number 970,
 Parker County, Texas

WESTWOOD PROFESSIONAL SERVICES, INC.

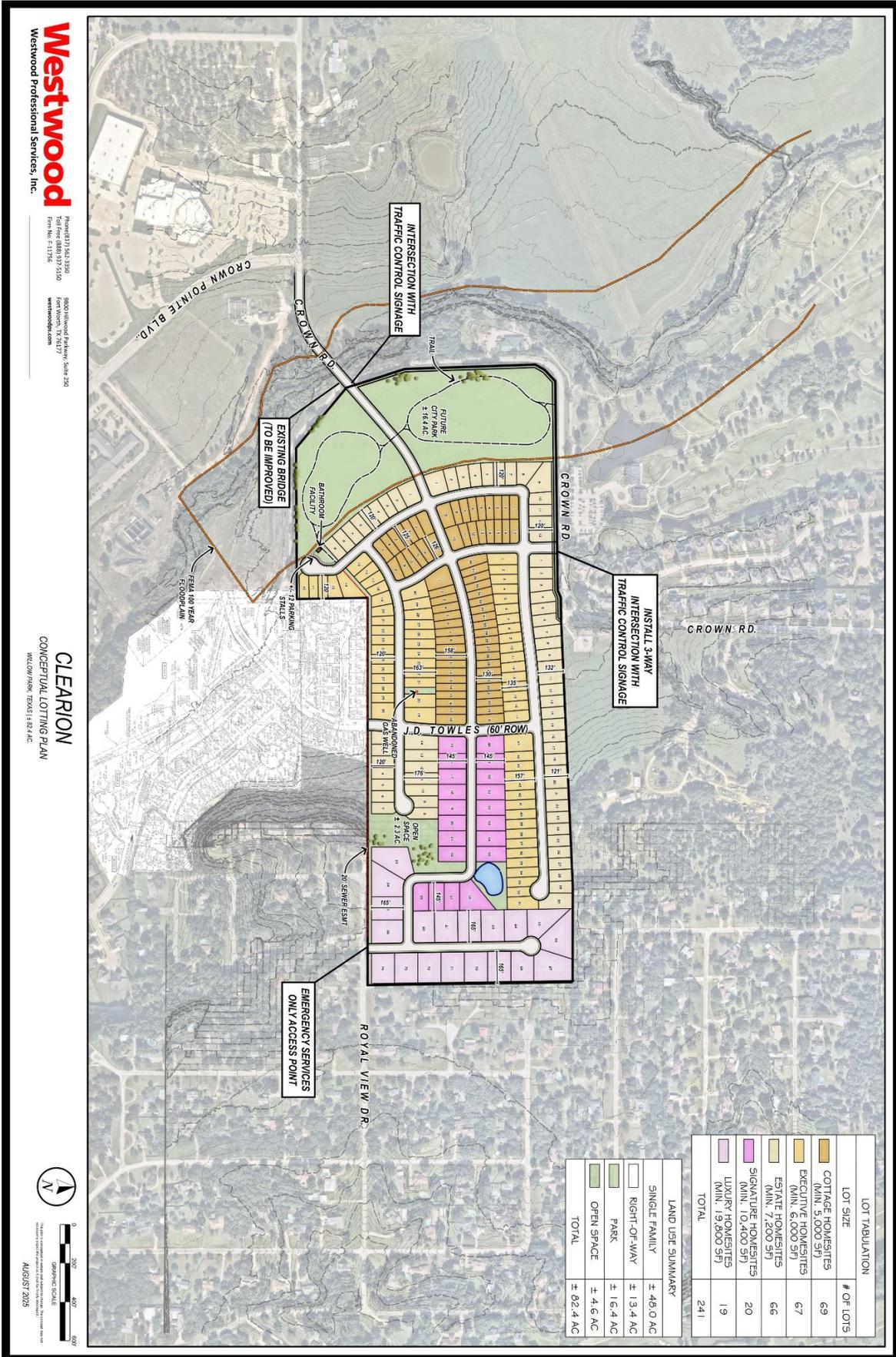
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1600 HILLWOOD, SUITE 100, WORTH, TEXAS 76177, PH: 817-222-3220

JOB # 2024/245.01	DRAWN BY MRY	CHECKED BY: TAD	DATE: 01/13/20	PAGE 1 of 1
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Exhibit C Conceptual Plan



Westwood
Westwood Professional Services, Inc.

PHONED 17 562.3300
TEL FEE 888.937.5100
FAX 936.511.956
WWW.WESTWOODPROF.SERVICES.COM

58000 Millwood Parkway, Suite 200
Fort Worth, TX 76177
westwoodprofservices.com

CLEARION
CONCEPTUAL LOTTING PLAN
WILLOW PARK, TEXAS IS 82.4 AC



0 200' 400' 600'
GRAPHIC SCALE
AUGUST 2025

Exhibit D-1 Crown Road Improvements

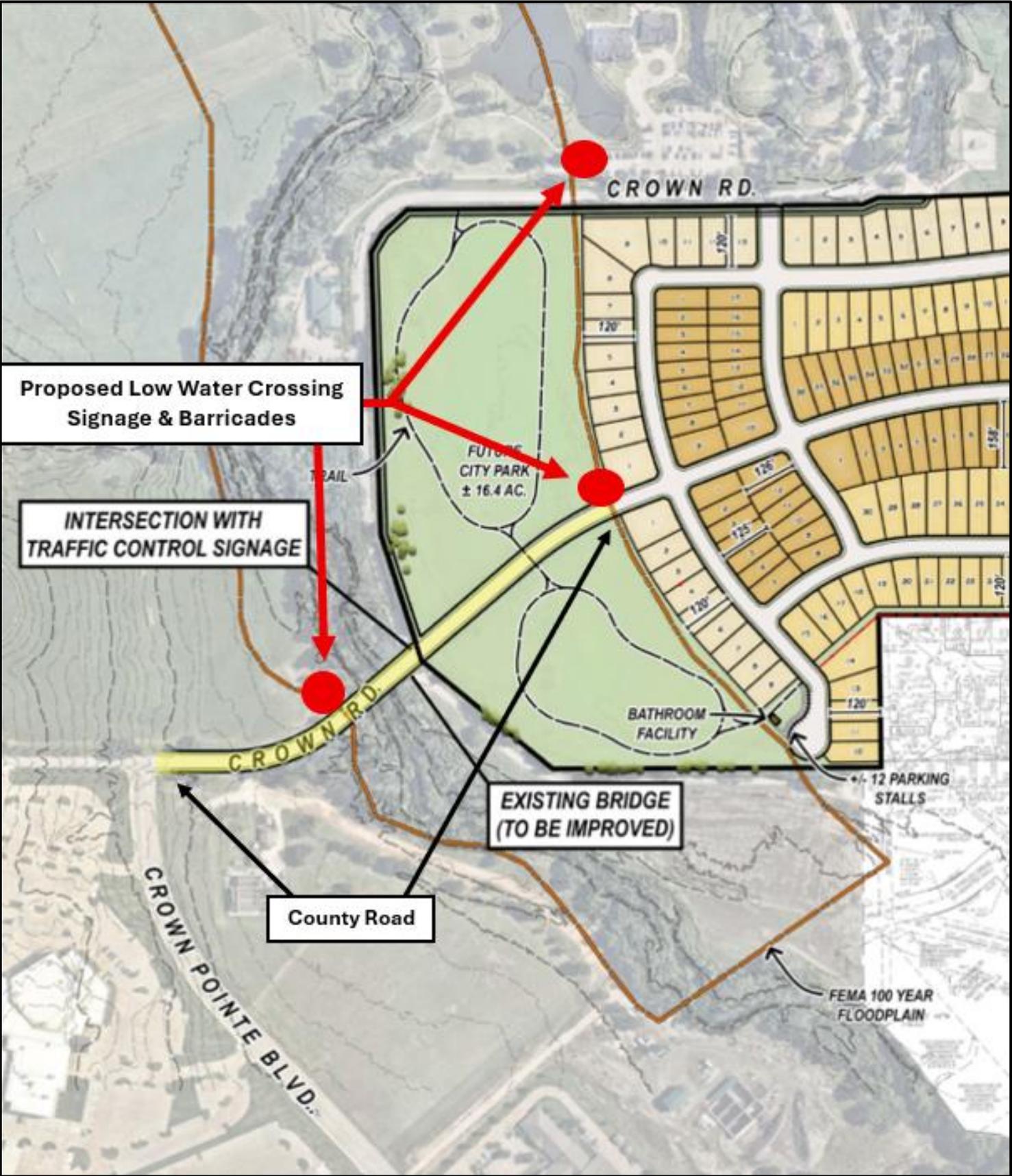


Exhibit D-2
J.D. Towles Drive Improvements

Item 8.

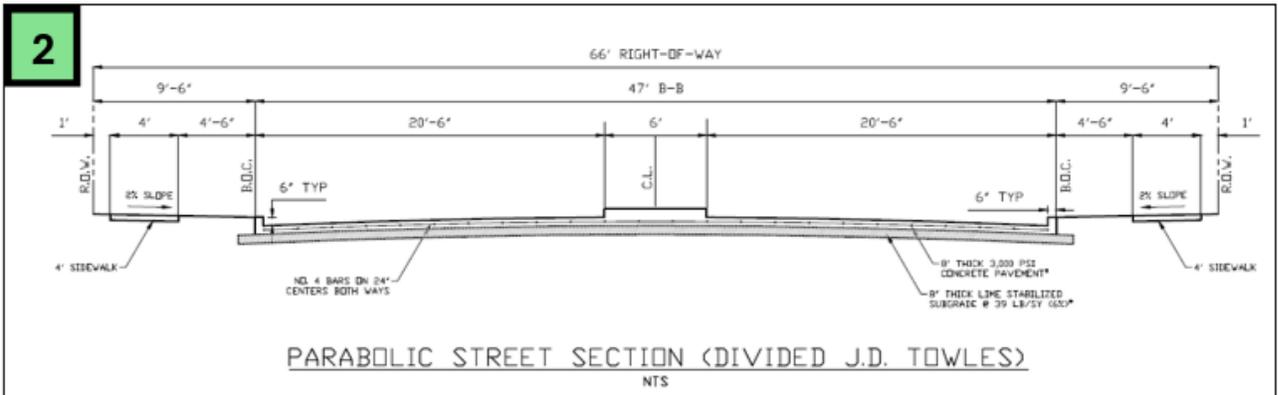
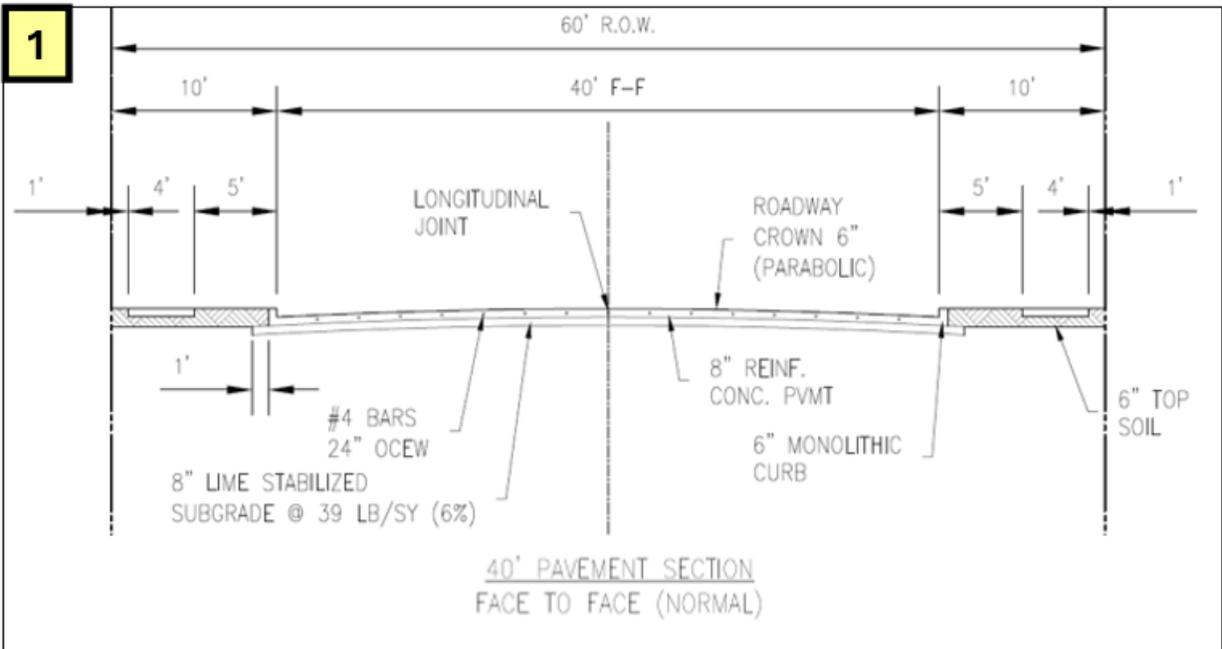
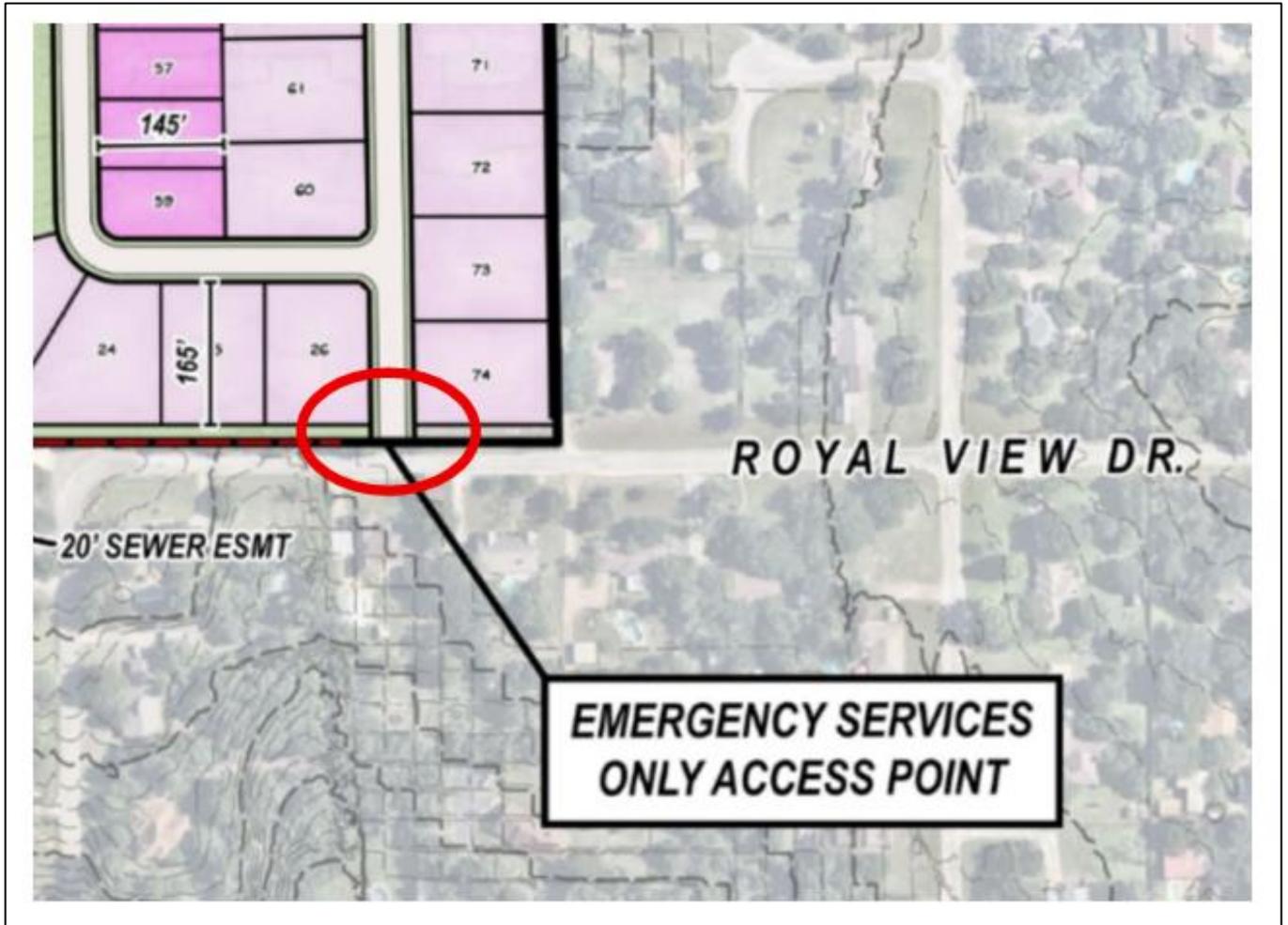
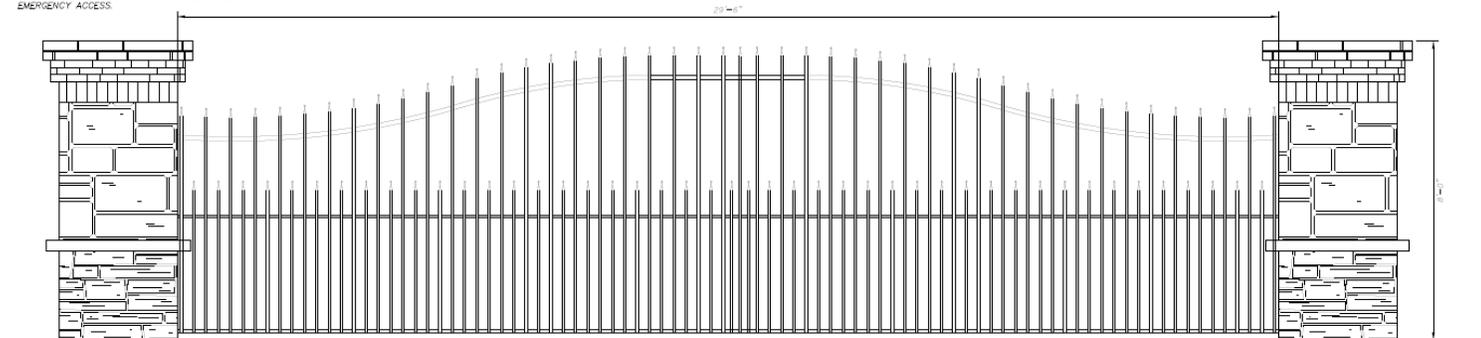


Exhibit D-3 Royal View Drive Improvements



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



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

Exhibit E-1 Major Water Improvements



Exhibit E-2 Major Wastewater Improvements

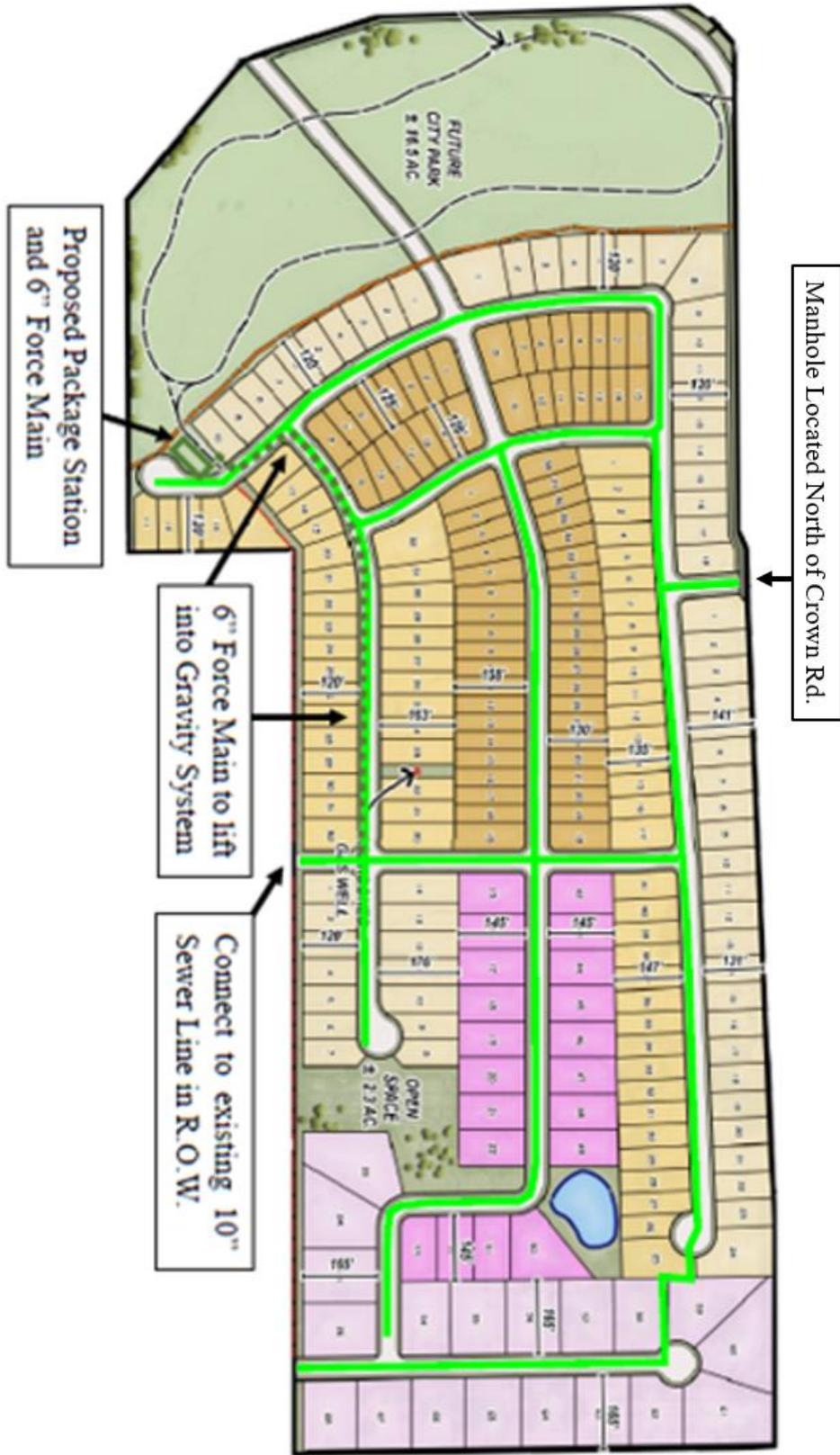


Exhibit G
Development Services Fee Schedule & Impact Fee Schedule



City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087
Effective 11.14.2023

DEVELOPMENT SERVICES
FEE SCHEDULE

Preliminary Plat	\$400 + \$25 per lot + Filing Fee
Replat/Final Plat (includes 911 addressing)	\$400 + \$35 per lot + Filing Fee
Easement Modification/Vacation	\$150
Zoning Board of Adjustment Application	(R) \$350 (C) \$450
Rezoning Application	\$450
Annexation Petition	\$175
Planned Development Application	\$1,000
Special Use Permit Application	\$450
Site Development Plan Application - Review/Permit Fee	\$200 per hour (<i>paid at time of SDP Permit issuance</i>)
Site Development Inspection Fees*	\$260 per Contract Schedule Days (<i>paid at time of SDP Permit issuance</i>)
Parkland Dedication Fee	\$625 per dwelling unit
Flood Plain Development Permit Review Fee	\$200
Community Facilities Agreement Fee	\$250 + Legal Review, as applicable
Zoning Verification Letter	\$50

*Additional Infrastructure Inspection Fees may apply

Building Permits & Inspections

Residential Building Permits Fees: Single Family Dwellings, Duplexes, Townhouses and any associated habitable or conditioned accessory structures shall be calculated per unit. One permit is issued for all new construction, remodels and manufactured homes per building or address. This includes mechanical, electrical, and plumbing fees. All fees to be determined by the Building Official.

- | | |
|---|--|
| (1) New construction: | \$1.09 per square foot
(Includes mechanical, electrical, plumbing fees) |
| (2) Remodels, Alterations and Repairs requiring inspection: | \$0.66 per square foot
(Includes mechanical, electrical, plumbing fees) |
| (3) Detached Garages
electrical | \$0.43 per square foot, includes |

(4) Carports, Sheds, or other Non-habitable Accessory Buildings electrical	\$0.30 per square foot, includes electrical
(5) Residential Plan Review Fee completed)	30% of building permit fee (Not refundable if review completed)
(6) Residential Electrical	
Permit Issuance Fee	\$25.00
New Construction (If Separate permit) Fee	\$0.08 per square foot + Permit Issuance Fee
Remodel, Alteration or Repair	\$100.00 (includes issuance fee)
Temporary Electric Pole	\$100.00
Unlisted Permits (Repairs, etc.)	\$100.00
(7) Residential Mechanical	
Permit Issuance Fee	\$25.00
New Construction (If Separate permit) Permit Issuance Fee	\$0.07 per square foot of AC area + Permit Issuance Fee
Remodel, Alteration, or Repair	\$100.00 (includes issuance fee)
Unlisted Permits (Repairs, etc.)	\$100.00
(8) Residential Plumbing	
Permit Issuance Fee	\$25.00
New Construction (If Separate permit) Fee	\$0.09 per square foot + Permit Issuance Fee
Remodel, Alteration or Repair	\$100.00 (includes issuance fee)
Unlisted Permits (Repairs, etc.)	\$100.00

Commercial Building Permit Fees:

(1) **Commercial Buildings** - Valuations to be determined by Building Official based upon 2021 Edition of Table 1-Square Foot Construction Costs, in the permit fee process as published by the International Code Council along with the current City adopted Table 3 Valuation Chart and any local Willow Park fee modifiers. **Note:** One permit is issued for all new construction, additions and remodels per building or address. This includes mechanical, electrical, and plumbing fees.

(2) Non-residential Plan Review Fee	65% of building permit fee
(3) Commercial Electrical	
Permit Issuance Fee	\$25.00
New Construction (if separate permit) Fee.	\$0.10 per square foot + Permit Issuance Fee.
Remodel, Alteration or Repair amount)	(Based upon project valuation/contract amount)
Temporary Electric Pole	\$75.00
(4) Commercial Mechanical	
Permit Issuance Fee	\$25.00
New Construction (if separate permit) Permit Issuance Fee	\$0.10 per square foot of AC area + Permit Issuance Fee

Remodel, Alteration or Repair amount) (Based upon project valuation/contract amount)

(5) Commercial Plumbing

Permit Issuance Fee \$25.00
 New Construction (if separate permit) \$0.10 per square foot + Permit Issuance Fee
 Remodel, Alteration or Repair amount) (Based upon project valuation/contract amount)

(6) Commercial Local Willow Park Fee Modifiers applied to Table 1

New Commercial = As per Table 1 no modification
 Commercial Interior Remodel of Existing Business = 0.73

Willow Park Table 3 Valuation Chart – Commercial Construction Fees

<u>Total Sq. Ft. Valuation</u>	<u>Fee</u>
\$0.00 to \$500.00	\$100.00
\$501.00 to \$2,000.00	\$100.00 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$100.00 for the \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$99,999.99 plus \$5.60 for Each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000.00 or fraction thereof.

CITY OF WILLOW PARK TABLE 1- SQUARE FOOT CONSTRUCTION COSTS

International Building Code Occupancies	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	298.55	288.43	280.93	269.54	253.09	245.77	260.87	235.34	226.84
A-1 Assembly, theaters, without stage	273.51	263.39	255.89	244.51	228.06	220.73	235.84	210.31	201.80
A-2 Assembly, nightclubs	233.39	226.42	220.85	211.80	199.64	194.14	204.26	180.65	174.48
A-2 Assembly, restaurants, bars, banquet halls	232.39	225.42	218.85	210.80	197.64	193.14	203.26	178.65	173.48
A-3 Assembly, churches	276.84	266.72	259.22	247.83	231.83	225.68	239.17	214.08	205.57
A-3 Assembly, general, community halls, libraries, museums	231.62	221.50	213.00	202.61	185.16	178.84	193.94	167.42	159.91
A-4 Assembly, arenas	272.51	262.39	253.89	243.51	226.06	219.73	234.84	208.31	200.80
B Business	240.93	232.14	224.41	213.38	194.94	187.44	204.97	171.50	163.65
E Educational	253.16	244.50	238.07	227.82	212.65	201.92	219.97	185.88	180.09
F-1 Factory and industrial, moderate hazard	142.51	135.81	128.20	123.31	110.60	105.32	118.02	91.13	85.44
F-2 Factory and industrial, low hazard	141.51	134.81	128.20	122.31	110.60	104.32	117.02	91.13	84.44
H-1 High Hazard, explosives	133.05	126.35	119.74	113.85	102.42	96.14	108.56	82.95	N.P.
H234 High Hazard	133.05	126.35	119.74	113.85	102.42	96.14	108.56	82.95	76.26
H-5 HPM	240.93	232.14	224.41	213.38	194.94	187.44	204.97	171.50	163.65
I-1 Institutional, supervised environment	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
I-2 Institutional, hospitals	403.60	394.81	387.08	376.05	356.54	N.P.	367.65	333.11	N.P.
I-2 Institutional, nursing homes	280.29	271.50	263.77	252.74	235.00	N.P.	244.34	211.57	N.P.
I-3 Institutional, restrained	273.98	265.19	257.46	246.43	229.58	221.08	238.03	206.14	196.29
I-4 Institutional, day care facilities	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
M Mercantile	174.08	167.12	160.55	152.50	140.10	135.60	144.96	121.12	115.94
R-1 Residential, hotels	242.77	234.53	227.63	218.55	200.90	195.42	218.82	180.35	175.00
R-2 Residential, multiple family	203.34	195.11	188.20	179.12	162.64	157.15	179.40	142.08	136.73
R-3 Residential, one- and two-family ^d	1.09								
R-4 Residential, care/assisted living facilities	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
S-1 Storage, moderate hazard	132.05	125.35	117.74	112.85	100.42	95.14	107.56	80.95	75.26
S-2 Storage, low hazard	131.05	124.35	117.74	111.85	100.42	94.14	106.56	80.95	74.26
U Utility, miscellaneous	104.03	98.14	92.46	88.40	79.71	73.77	84.55	62.84	59.88

Miscellaneous Permit Fees: All miscellaneous permits include Issuance Fee.

General/Misc. Permits	\$100.00
Minimum Construction Permit Fee	\$100.00
Residential Fence Permit	\$100.00
Residential Retaining Wall > 4' or Taller	\$100.00
Temporary Portable /Moving Storage Building Permit	\$25.00 per unit
Drive Approach Permit	\$100.00
Grading Permit (Commercial or Residential > than 50 cu. yds)	\$100.00
Propane Tanks & Piping	\$125.00
New/Reconnect Natural Gas Meter/Testing	\$75.00
Structure Moving Permit	\$300.00
In Ground Swimming pools	\$550.00 + 30% Plan Review
Hot Tubs and Above Ground Pools	\$75.00
Commercial Construction Trailers	\$100.00 + Plan Review + MEP's
Commercial Industrialized Buildings	Based Upon Contract Amount

Other Inspection or Plan Review Fees:

Additional plan review required by changes, or revisions	\$75.00 per hour
Use of outside consultants for plan checking or inspections	Actual Consultation Cost + \$75 per hour City Cost
Replacing damaged, lost, or stolen permit documents	\$50.00 plus copy costs
Certificate of Occupancy (Not associated with bldg. permit)	\$150.00
All Re-Inspections	\$100.00 after 2 nd
All Outside Business Hour Inspections (hr. callout)	\$125.00 per hour (minimum 2)

Irrigation Permits:

Residential Irrigation system	\$125
Commercial Irrigation system	\$250
Irrigation Well	\$1,500

*All irrigation systems and wells must provide backflow inspection
 **All wells must provide Upper Trinity Groundwater Conservation District approval documentation prior to permitissuance

On-Site Sewage Facility

New OSFF Permit (Includes application, permit, inspections, and notice of approval)

Conventional (non-aerobic)	\$400
Professional (aerobic)	\$600

OSSF System Repair Permit (Includes application, permit, inspections, and notice of approval)

Minor Repair - Increasing, lengthening, or expanding the treatment (tanks) or disposal system (drain field/disposal area), spray area relocation, a single tank replacement (such as a collapsed pump tank)	\$150
Major Repair - System replacement, drain field or disposal area replacement, or any replacements to a previously un-permitted system	\$400

Oil & Gas Well Permits

Gas/Oil Well Permit Permit	\$5,000.00 + S.U.P.
Gas/Oil Application	\$1,000.00

Demolition Permits

Residential Building	\$125.00
Residential Accessory Building	\$ 75.00
Commercial Building or Accessory	\$300.00

Signs

Permanent Signs:

(1-50 s.f.)	\$100.00
(51-100 s.f.)	\$150.00
(101-150 s.f.)	\$200.00
(151-200 s.f.)	\$225.00
(201 s.f. and above)	\$275.00

Electronic Message Center	\$1,000 + (S.U.P. Permit)
Off-site Sign	\$3,000 + (S.U.P. Permit)
Temporary Signs:	
Development Sign	\$75.00
Weekend Directional Signs duration	\$75.00 per 6-month
Vertical or Horizontal Banners	\$75.00

Health Permits

Food Establishment Health Permit (annual)	\$240
Health Permit Re-Inspection Fee	\$75
Swimming Pool Annual Inspection (public/commercial)	\$240
Mobile Food Vendor (single day use for one event only)	\$75
Mobile Food Vendor (annual)	\$240
Health Permit Plan Review Fee (Commercial Kitchen)	\$100

Fire Permits & Services

Fire Alarm Fire Code Plan Review including Inspection Services:

Building Valuation*	Fee
Up to \$250,000	\$500
\$251,000 to \$500,000	\$850
\$501,000 to \$1,000,000	\$1,100
\$1,001,000 to \$3,000,000	\$1,600
\$3,001,000 to \$6,000,000	\$2,400
\$6,000,000 and up	\$2,400 plus \$0.25 for each additional \$1,000

*Valuation is based upon building permit square footage calculation for construction value of project

Fire Sprinkler Fire Code Plan Review including Inspection Services:

Building Valuation*	Fee
Up to \$250,000	\$500
\$251,000 to \$500,000	\$850
\$501,000 to \$1,000,000	\$1,100
\$1,001,000 to \$3,000,000	\$1,600
\$3,001,000 to \$6,000,000	\$2,400
\$6,000,000 and up	\$2,400 plus \$0.25 for each additional \$1,000

*Valuation is based upon building permit square footage calculation for construction value of project

Additional Fire Code Review and Inspection Fees:

Fire Code Re-Inspection Fee (Each Inspection after the 2nd Inspection)	\$125 after 2 nd
Residential Subdivision Fire Code Plan Review & Inspection Fee	\$250
Emergency Response Plan Review	\$50
Fire Watch	\$50 per hour Off-Duty Detail Charge

Special Event Permits

Special Event Permit	\$100
Special Event Permit (Local Non-Profit w/proof)	\$50

Code Enforcement

Working without construction permits approved and issued Double building permit fee to a maximum of \$500.00

Occupying commercial or residential space without Each offense \$2,000.00 maximum prior City approval or Certificate of Occupancy

**Failure to obtain a permit may result in a doubling of the Permit Fee plus any penalties permitted by law.

Administrative Services

Credit/Debit Card Processing Fee	3% of Transaction
Photocopy (8.5" x 11" or 11" x 17")	\$0.25 per page
Photocopy (large format)	\$6.00 per page
Digital File – Thumb Drive	\$30
Open Records Labor Charge (over 50 pages)	\$15 per hour
Open Records Programming Labor Charge	\$28.50 per hour
Notary Service (per documented signature)	\$1 each
Non-Sufficient Funds Fee	\$30

City of Willow Park Impact Fee Schedule

§ 13.08.003 **Impact fee schedule.**

For the purposes of the water impact fee schedule, a fee shall be charged per service unit which is defined as a service equivalent to a water connection for a single-family residence. For the purposes of the wastewater impact fee schedule, a fee shall be charged per service unit which is defined as the wastewater service provided to a customer with a water connection for a single-family residence. The water and wastewater impact fees shall be charged against each lot or tract of land and the owner thereof whose water and/or wastewater line is connected with any water line and/or wastewater line in the city, and such fee(s) shall be charged at the following rates:

Meter size	5/8"	3/4"	1"	1-1/2"	2"	3"	4"	6"
Equivalency factor	1.0	1.5	2.5	5.0	8.0	15.0	25.0	50.0
Water impact fee	\$1,995	\$2,993	\$4,988	\$9,975	\$15,960	\$29,925	\$49,875	\$99,750
Wastewater impact fee	\$2,165	\$3,248	\$5,413	\$10,825	\$17,320	\$32,475	\$54,125	\$108,250

(Ordinance 382-96, sec. 4, adopted 2/20/96; Ordinance 667-13 adopted 5/14/13; Ordinance 699-14 adopted 12/9/14; Ordinance adopting 2017 Code; Ordinance 844-21 adopted 12/14/21; Ordinance 866-22 adopted 9/13/22)

**Exhibit F
Form of Municipal Services Agreement**

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

Telephone: (817)441-7108

With a copy to:

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

if to Owner: Clearion Development

Telephone: _____

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

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

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

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

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

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

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

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

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

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

Entered into this ____ day of _____, 2026.

CITY OF WILLOW PARK

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF PARKER §

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

Notary Public, State of Texas

OWNER

By: _____

Brothers In Christ, LLC

Skorburg, LLC

STATE OF TEXAS

COUNTY OF PARKER

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

Notary Public, State of Texas

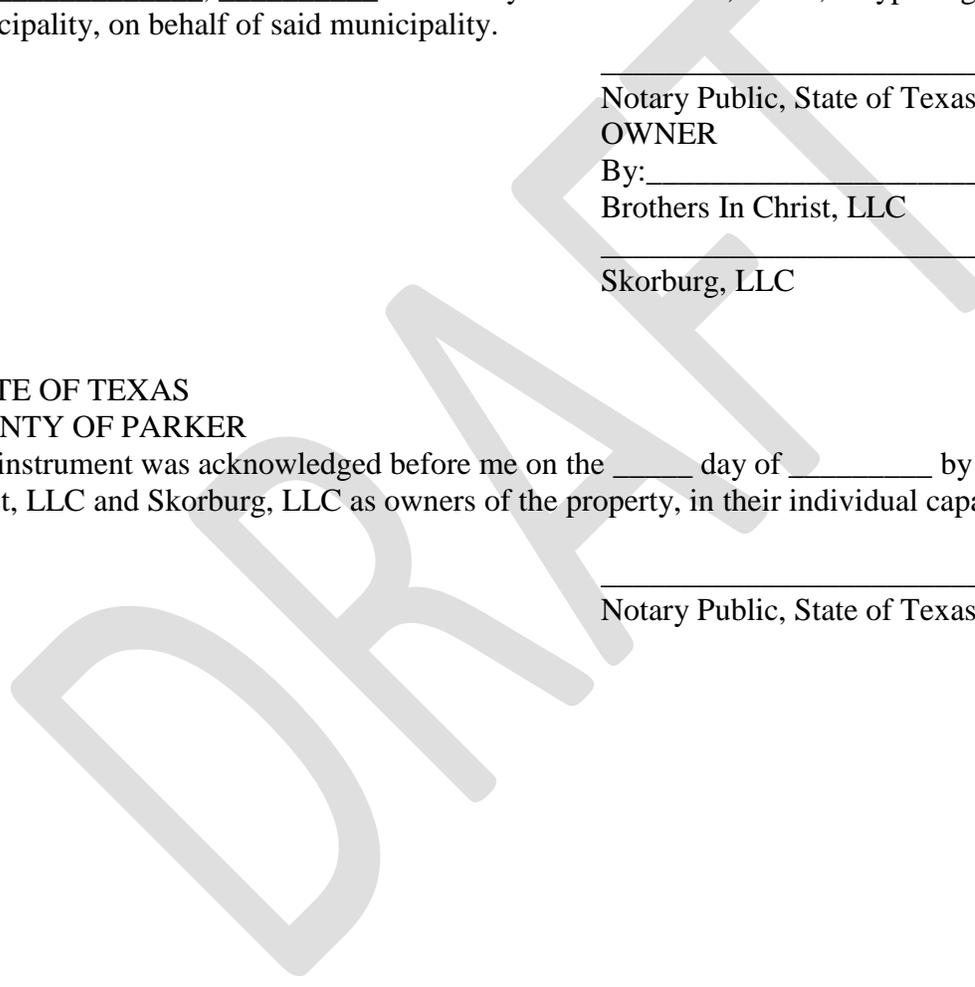


Exhibit “A” – Legal Descriptions

DRAFT

Exhibit A
Description of the ETJ Property

BEING a tract of land situated in the A. Mccarver Survey, Abstract Number 910, and the W. Franklin Survey, Abstract Number 468, Parker County, Texas, being a portion of a tract of land herein after referred to as (Tract 1) described by deed to Brothers in Christ Properties, LLC recorded in Instrument Number D202329094, and being all of a tract of land herein after referred to as (Tract 2) described by deed to said Brothers in Chris Properties, LLC recorded in Instrument Number D202425676, both of the Official Public Records, Parker County, Texas being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Tract 1 and being in the north right-of-way line of Meadow Place Drive;

THENCE N 50°14'45"W, 400.03 feet, with said common line;

THENCE departing said common line, over and across said Tract 1, the following courses and distances:

N 49°02'30"E, 340.32 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 236.54 feet, through a central angle of 17°29'14", having a radius of 775.00 feet, and a long chord which bears N 57°47'06"E, 235.62 feet;

N 23°11'50"W, 50.00 feet to the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 252.04 feet, through a central angle of 17°30'13", having a radius of 825.00 feet, and a long chord which bears S 57°47'36"W, 251.06 feet;

S 49°02'30"W, 296.37 feet;

THENCE N 86°39'10"W, 25.78 feet, returning to said west line and being the east right-of-way line of Crown Road;

THENCE with said common line, the following bearings and distances:

N 17°45'46"W, 249.70 feet;

N 01°55'51"W, 675.94 feet;

N 30°02'48"E, 55.96 feet;

THENCE N 46°54'10"E, 79.29 feet, to the northwest corner of said Tract 1

THENCE with the north line of said Tract 1 and the south right-of-way line of said Crown Road, the following bearings and distances:

N 89°20'53"E, 1081.22 feet;

N 66°43'06"E, 39.71 feet;

THENCE N 89°00'53"E, 118.64 feet, to the southwest corner of a tract of land described by deed to Gary Dale Lee recorded in Volume 738, Page 27, said County Records;

THENCE N 87°29'57"E, 1,056.87 feet, departing said east right-of-way line, continuing with said north and the south line of said Gary Dale Lee tract;

THENCE departing said common line, over and across said Tract 1 the following bearings and distances:

S 03°34'02"E, 529.70 feet;

S 19°33'18"E, 58.44 feet;

S 00°28'58"E, 135.67 feet;

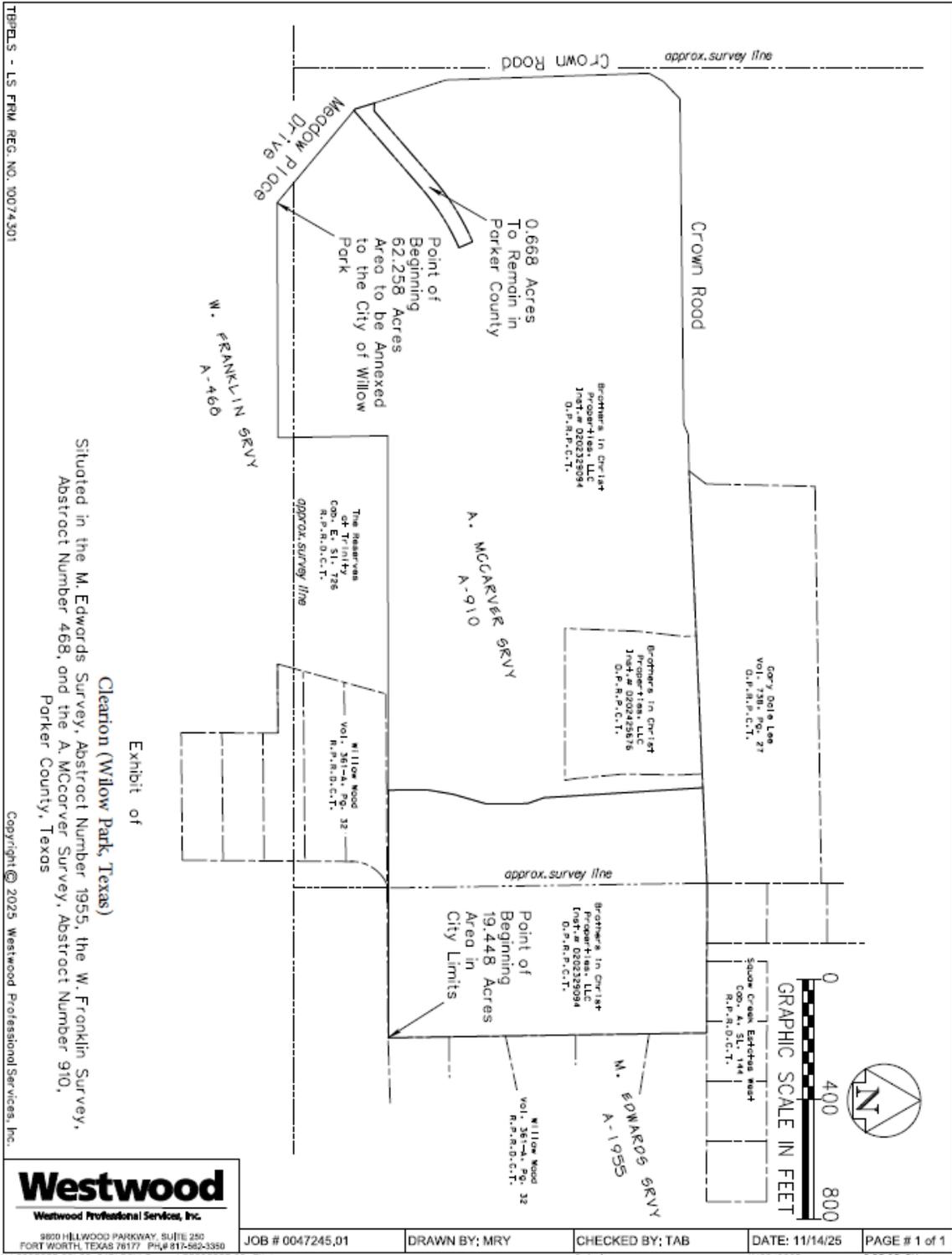
S 16°10'39"W, 115.16 feet;

S 09°41'19"W, 86.65 feet;

THENCE S 00°14'58"E, 131.76 feet, to the south line of said Brothers in Christ Properties, LLC tract, being in the north line of Lot 5, Block 12 of Willow Wood, an addition to the City of Willow Park, recorded in Volume 361-A, Page 32, said County Records;

THENCE S 89°59'02"W, 1,179.13 feet, to the north line of Lot 2R, Block 11 of The Reserves at Trinity, an addition to the City of Willow Park, recorded in Cabinet E, Slide 726, said County Records;
THENCE S 00°58'47"E, 365.04 feet, continuing with said north line;
THENCE S 89°44'32"W, 780.91 feet to the **Point of Beginning** and containing 2,711,976 square feet or 62.258 acres of land more or less.

DRAFT



TIPPLS - LS FRM REG. NO. 10074301

Copyright © 2025 Westwood Professional Services, Inc.

Westwood
 Westwood Professional Services, Inc.
 9820 HILLWOOD PARKWAY, SUITE 250
 FORT WORTH, TEXAS 76117 PH# 817-562-3350

Clearion (Willow Park, Texas)
 Situated in the M. Edwards Survey, Abstract Number 1955, the W. Franklin Survey,
 Abstract Number 468, and the A. McCarver Survey, Abstract Number 910,
 Parker County, Texas

Exhibit of

JOB # 0047245.01	DRAWN BY: MRJ	CHECKED BY: TAB	DATE: 11/14/25	PAGE # 1 of 1
		Default	11/20/2025	3:57:23 PM

Exhibit “B”
MUNICIPAL SERVICE PLAN FOR
CLEARION DEVELOPMENT

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

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

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

2. **Fire Protection**

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

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

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

4. **Solid Waste Collection**

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

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

5. **Maintenance of Roads and Streets**

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

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

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

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

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

8. **Other Services**

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

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

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

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

2. **Water Facilities**

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

3. **Wastewater Facilities**

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

4. **Roads and Streets**

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

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

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

SPECIFIC FINDINGS

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

TERMS

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

LEVEL OF SERVICE

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

AMENDMENTS

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 27, 2026	Department: Public Works	Presented By: Chase McBride
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AGENDA ITEM

Quarterly update from the Public Works Department

PRESENTATION HIGHLIGHTS

Monthly Water Usage*

Month	Well Production Total	Purchased from Fort Worth	TOTAL PRODUCED WATER
January	13,335,085	8,612,750	21,947,835
February	12,974,193	7,745,700	20,719,893
March	14,765,270	11,378,125	26,143,395
April	16,540,959	11,305,430	27,846,389
May	14,097,595	14,127,430	28,225,025
June	13,273,582	18,206,200	31,479,782
July	14,107,967	24,801,820	38,909,787
August	14,821,098	25,801,820	40,622,918
September	13,078,040	22,462,390	35,540,430
October	13,323,542	27,755,536	41,079,078
November	12,584,455	14,321,670	26,906,125
December	14,857,583		

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

Water System Leaks and Water Loss

From October 1, 2025 – January 1, 2026 we have had 15 significant leaks throughout the city with a water loss of 316,660 gallons.

Streets

Parker County has completed the road projects in the Kingswood and the Royal View subdivisions. We have continued to patch potholes.

New Wastewater Treatment Plant

Progress continues to be made. The installation of the treatment equipment has begun. The head works has been delivered and is being installed this week. The City of Hudson Oaks has also started the construction on their Lift station and Force main project.

Attached are pictures taken on 1/20/2026









Project Update

Engineering

FY 2025-26

1st Quarter Report

King's Gate Road Bridge Replacement Project



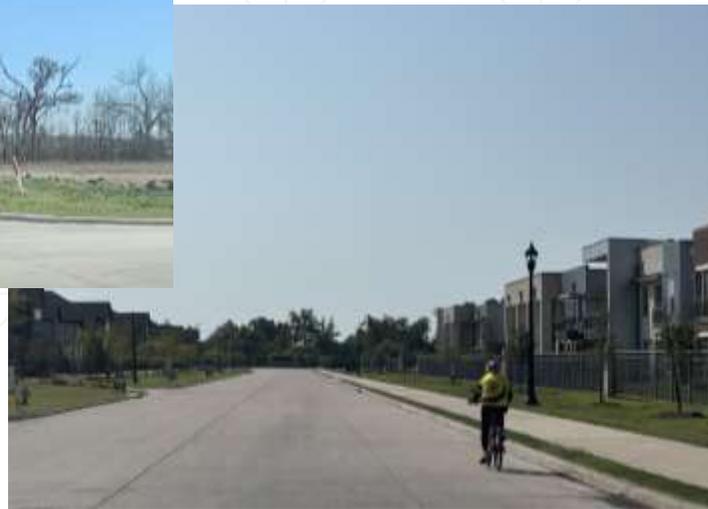
Site photo looking south

- ▶ **Let date:** August 2025.
- ▶ **Contractor:** Talbert Companies, LLC
- ▶ **Bid Total Amount:** \$1,536,598.58
- ▶ **Project Description:** The project consists of the removal and replacement of the King's Gate Road bridge over Clear Fork Trinity River. The project includes the approach roadways approximately 200' south of the bridge to the IH 20 frontage road and 100' north of the bridge.
- ▶ **Timeline:** Project is to be completed in 121 working days. Anticipated completion date is June 2026.
- ▶ **Project Update:** Construction continues to move forward steadily. The existing structure has been fully removed, and crews are actively completing various dirt work and excavation. The storm drainage line has also been removed and reinstalled with new 45-degree bends, resolving the conflict with the planned drill shaft foundation while preserving proper flow from the adjacent curb inlet. In addition, the contractor has finished extending the corrugated metal pipe at the west driveway of SiteOne Landscape Supply and has installed new concrete safety end treatments. The contractor has begun working on the drill shaft foundations.

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



- ▶ The Texas Department of Transportation (TxDOT) issued a “Call for Projects” in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program.
- ▶ The TA program provides funding for development of preliminary engineering and construction of pedestrian and/or bicycle infrastructure.
- ▶ The City of Willow Park TA project was selected to receive federal funding (80% maximum for preliminary engineering and construction) by the Texas Transportation Commission.
- ▶ The Transportation Alternatives (TA) Set-Aside funding program is an 80/20 match, where the city would be responsible for 20% of the cost of the project. The city would also be responsible for all non-reimbursable costs and 100% of overruns, if any.

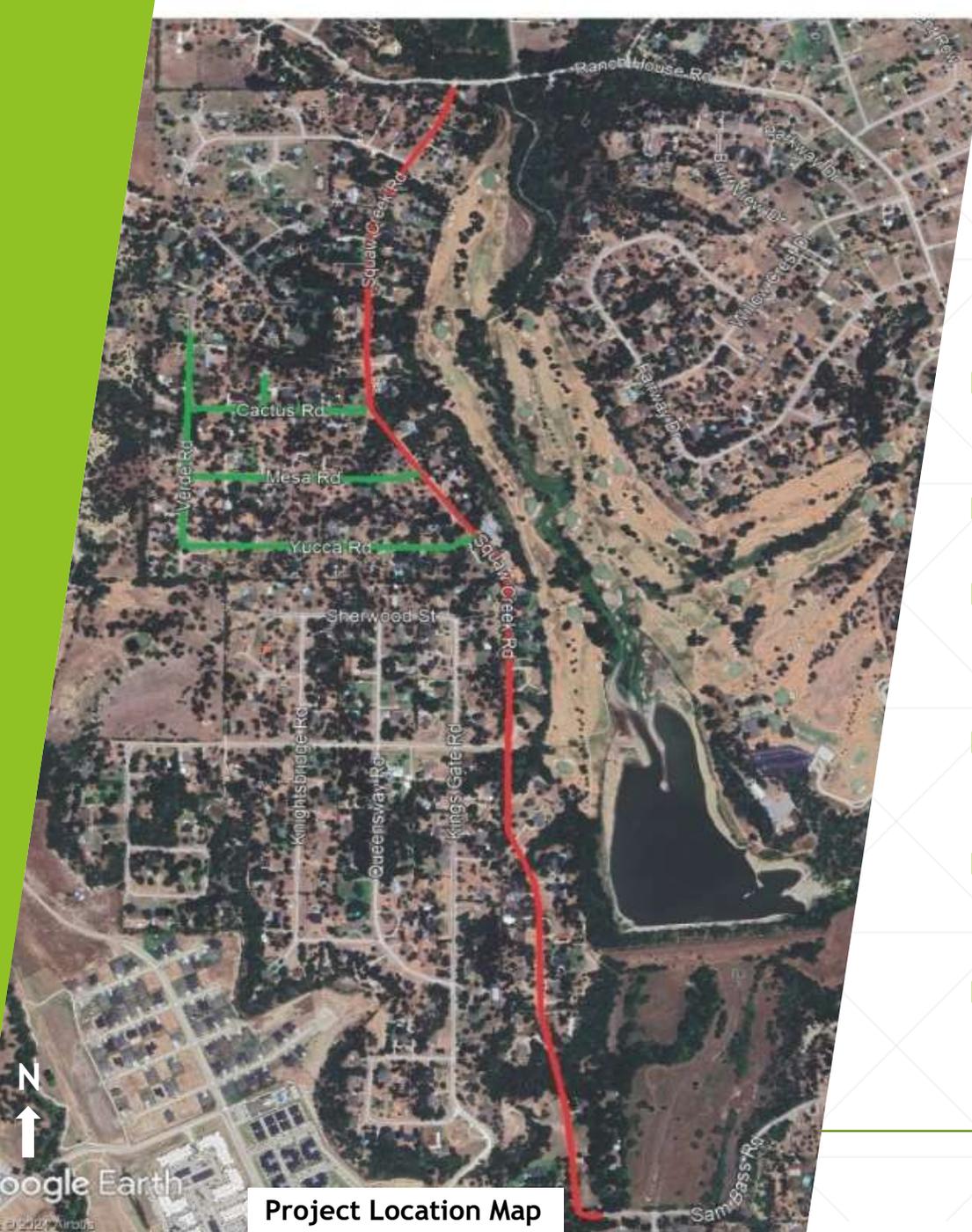


Texas Department of Transportation's 2025 Transportation Alternatives (TA) Set-Aside Call for Projects (cont.)

- ▶ **Phases of work included in award:** Design and Construction
- ▶ **Federal Funding Amount:** \$552,800
- ▶ **Local Match:** \$138,200
- ▶ **Project Description:** The project will fill gaps, remove barriers, and expand connectivity in active transportation networks, while separating pedestrians and bicyclists from vehicle traffic. The project will construct 6-foot-wide bike lanes along Meadow Place Dr. from I-20 frontage road to W. Jockey and 6-foot-wide concrete sidewalks along the west side of Kings Gate Rd. between Meadow Place Dr. and Kings Gate Park. Bike lane pavement markings and bike parking racks will support these improvements. Meanwhile, the Kings Gate Rd./Meadow Place Dr. intersection will receive safety improvements including curb ramps, crosswalks, illumination, and advance crosswalk signage.
- ▶ **Project Update:** A project initiation meeting was held on January 15th with the TxDOT District to discuss project scope, timeline, elements of the Advance Funding Agreement (AFA), consultant procurement, and other project details. The next step is to complete the required Project Information Form (PIF) and submit it to TxDOT so they can begin drafting the AFA.

Squaw Creek Road - Water Line Replacement and Street Improvements

- ▶ The project consists of water line replacement and street reconstruction of Squaw Creek, Yucca, Mesa, Cactus, Cactus Court, and Verde Roads.
- ▶ Town Hall meetings for the residents along Squaw Creek Road and side streets have been held.
- ▶ With the project plans at 90% completion, the engineer has identified conflicts with existing power poles within the construction limits. City staff is coordinating with Oncor on the utility relocations.
- ▶ One-on-one meetings with residents to discuss specific details about the project have been completed.
- ▶ At the December 9th City Council meeting, Council approved the publication of Notice of Intent for Certificate of Obligation (CO) bonds.
- ▶ **Project Update:** The next step is for City Council to pass an ordinance authorizing issuance of CO's.



Project Location Map



Willow Park
TEXAS

***PLANNING & DEVELOPMENT
DEPARTMENT***

***FY2025-26
1ST QUARTER REPORT***

PREPARED BY CHELSEA KIRKLAND

CITY OF **Willow Park** TEXAS

HAPPY NEW YEAR!

The 1st Quarter of 25-26 has set an exciting tone for the year ahead, with continued momentum in development and growing commercial activity throughout the city.

Interest from additional commercial users remains strong with multiple projects in various stages of review.

The Development department is energized by the progress made in Q1 and looks forward to continued growth, and enhancements to our community.



TOTAL PERMITS PROCESSED: 146

COMMERCIAL PERMITS: 44	
Type of Permit	# of Permits
Clean and Show	1
Irrigation	5
TABC Liquor License	2
Mechanical	6
New Addition Building	0
New Building	4
Plumbing	0
Revised/Certificate of Occupancy	5
Sign	11
Temporary Sign	2
Site Delopment Plan - Review	1
Tenant Remodel	5
C/R Electrical Permit	2
TOTAL COMMERCIAL PERMITS:	44

RESIDENTIAL PERMITS: 50	
Type of Permit	# of Permits
Accessory Building	0
Accessory Garage Building	3
Drive Approach	5
Electrical	5
Fence/Retaining Wall	5
Foundation Repair	2
Irrigation	2
Mechanical	4
On-Site Sewage Facility	1
Plumbing	14
Pool/Spa	0
Remodel/Addition to Building	1
Single-Family Dwelling	8
Window Replacement	0
TOTAL RESIDENTIAL PERMITS:	50

DEVELOPMENT & MISCELLANEOUS PERMITS:52	
Type of Permit	# of Permits
Grading	1
ReZoning	2
Fire Alarm	3
Fire Hood Suppression	1
Fire Suppression	3
Health	14
Health Inspector Mobile Food Truck	0
Peddler	1
Preliminary Plat	1
Re-Plat	4
Right-of-Way	9
Solar Panel System Electrical	1
Special Event	7
Special Use (SUP) and ZBOA	1
TOTAL DVMT & MISC PERMITS:	52



CITY OF
Willow Park
TEXAS

FY2025-26

1st Quarter

Building Inspections
conducted:

342

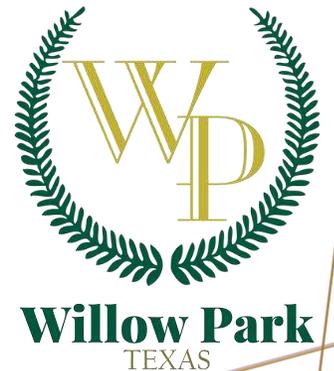
NEW BUSINESSES

Tenant Remodel *accepted or issued Oct 1 – Dec 31:*

- **Lucchese** – 460 Shops Blvd Suite 100
- **Rotolo's Craft and Crust** – 225 Shops Blvd Ste 106
- **The Atkins Agency** – 270 Willow Bend Ste 300
- **Totality MedSpa** – 270 Willow Bend Ste 200
- **Pulido's** – 104 S Ranch House Rd

Certificates of Occupancy *application issued Oct 1 – Dec 31:*

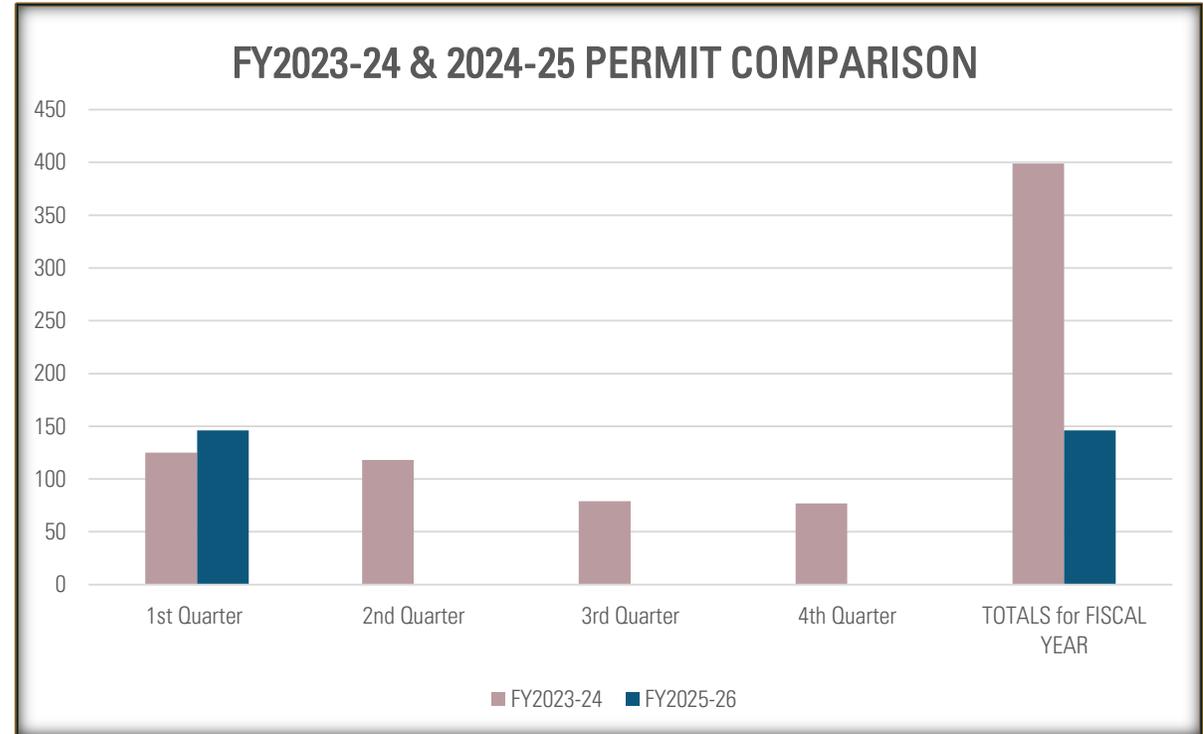
- **Cork and Pig** – 460 Shops Blvd
- **Clean Eatz** – 337 Shops Blvd Ste 104
- **Maven Aledo Hair Co.** – 229 Shops Blvd Suite 101
- **Studio 369** – 229 Shops Blvd Suite 106



CITY OF Willow Park

TEXAS

	Completed Projects& Permits
FY2024-25	
1st Quarter	125
2nd Quarter	118
3rd Quarter	79
4th Quarter	77
TOTALS for FY2024-25	399
	Completed Projects& Permits
FY2025-26	
1st Quarter	146
2nd Quarter	-
3rd Quarter	-
4th Quarter	-
TOTALS for FY2025-26	146



CHARTS INCLUDED FOR PRIOR FY COMPARISONS



Willow Park
TEXAS

***PLANNING & DEVELOPMENT DEPARTMENT
STAFF***

Randy Law – Certified Building Official

Gretchen Vazquez, P.E. – City Engineer

Christine Rosas – Certified Permit Technician

Chelsea Kirkland – City Planner

Parks Department and Events Quarterly Report October – December 2025

Mandy McCarley
Parks Director and Events
mmccarley@willowpark.org

Cross Timbers Park

Continued
cleaning/maintenance of the
turf

Clean up of brush/trees
south of the bridge

Clean up of brush/trees on
Ranch House Road

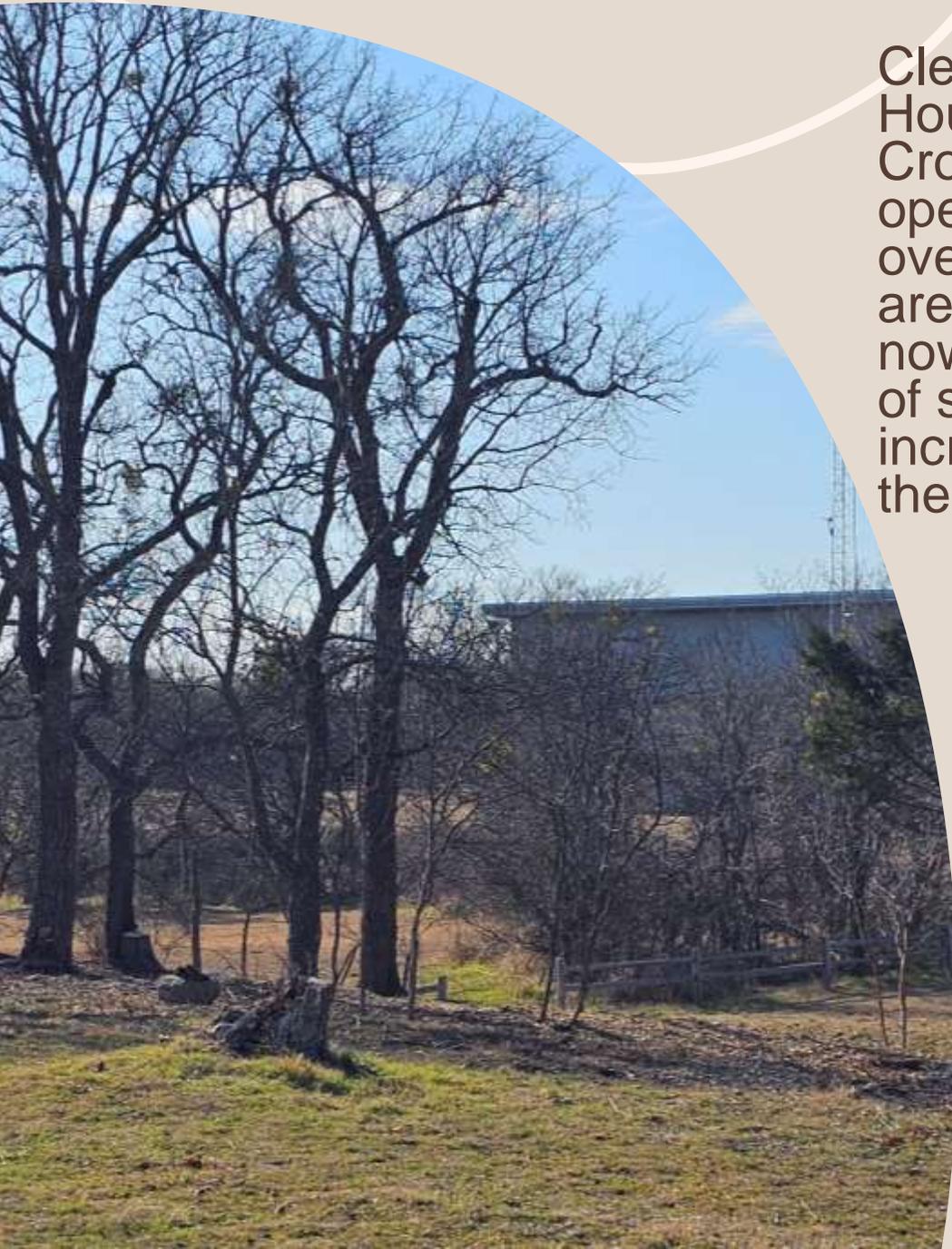
Christmas lights on Bridge

Tree/brush removal at south of the bridge at Cross Timbers Park. This opened an unusable area of the park and gives the police line of site from the back of their building.

Item 14.



Clean up of Ranch House Road side of Cross Timbers Park. It opened a previously overgrown and unused area of the park that is now being enjoyed. Line of sight has also been increased all the way to the police building.



Cross Timbers Park Bridge lit with Christmas lights for the first time. The community loved walking in the park with the lights on. Memorial Park lights can be seen in the distance. Funds to pay for this came out of the Parks budget.



2025 National Night Out at The District

Having NNO at The District was amazing. We had our largest attendance for this event. The free t-shirts and police ducks were a huge hit! Our police department was able to engage with the public at the different bounce houses and the drunk driving goggle golf cart. This is a great event.



City Hall Christmas Tree and Lights on Building it was a beautiful sight at night. Everyone knew they were in Willow Park.



Memorial Park trees and gazebo lit with Christmas lights.



Holiday To Do List Billboard with the Grinch to help draw attention.



Kings Gate Park Soccer Goal Nets Replaced



4th Annual Christmas Tree Lighting was a huge success with performances from the McCall and TCA elementary choirs, TCA drum line and a speech from Mayor Palmer.



Huge shout out to Clara Contreras, a 2nd grade student at TCA, for being the City's "official" button pusher for the tree lighting.



Big thank you to McKnight Title for sponsoring Santa Clause and being the elves to hand out the gift from the City



The Grinch and food trucks are a fan favorite at the Christmas Tree Lighting.

Item 14.



Winter Wonderland at The Shops

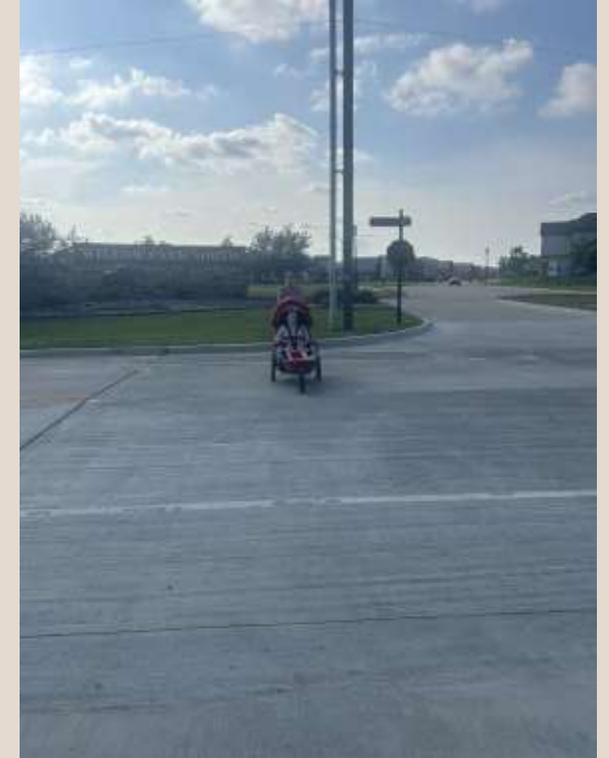
We had a fun time handing out police ducks and the Christmas tree wands and getting to engage with the public.



Transportation Alternatives Grant



We are so pleased to be awarded one of the Transportation Alternatives Grants from TxDOT. We will start working with TxDOT in January to start this two-to-three-year process to add bike lanes on Meadow Place Drive and to connect and add sidewalks and cross walks from Meadow Place Drive to Kings Gate Park. This will allow for walkability to our parks in a safe manner and connect bike lanes.



COMMUNICATIONS AND MARKETING
REPORT

Q1 2025-26 // PREPARED BY ROSE HOFFMAN

City of Willow Park

COMMUNITY ENGAGEMENT

WATER CONSERVATION WITH THE MCCALL CATS



Communications Director Rose Hoffman visited McCall Elementary School to discuss the importance of responsible water use with the second grade science classes at McCall Elementary. Students were given a coloring book that discuss ways they can save water at home!



The city also welcomed Cork&Pig Tavern to The District for their grand opening in Willow Park.

TRAINING

Training and media engagement during this quarter:

- Staff attended the Media and Public Relations course through the FBI-Law Enforcement Executive Development Association in October, satisfying the first of two statutory requirements for House Bill 33 (commonly known as the Uvalde Strong Act);
- Staff attended a meeting with members of the North Texas PIO group and the leadership at CBS 11 TV, strengthening ties with the DFW media for the city;
- Communications Director Rose Hoffman served as the controller/evaluator for the PIO component of a 3-day, 4-county, 60+ agency exercise in North Texas that simulated a complex coordinated terrorist attack during the 2026 World Cup and received further training on crisis communications.



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



Fourth quarter

SUMMARY



Willow Park Police Department Quarterly update: October - December 2025

Staffing

- Recruiting for 3 police officer positions, 1 patrol sergeant

Training

- Training to comply with the new training cycle is being planned. This will include active shooter, emergency management-NIMS.

Criminal Investigations Unit

- Continued work on old 2025 and 2024 cases. Of the 94 cases when the detectives came on board, 76 have been investigated and cleared.
- CID staff during the Oct-Dec period received 32 new reports.

Patrol Activity

Traffic Enforcement

Month	Citations	Warnings
October	168	298
November	58	109
December	64	120

Calls for Service

	Calls for Service	Average Response Time (min:sec)
October	212	6:26
November	193	7:09
December	190	6:13

Goals

Continuing traffic/speed enforcement

Specific enforcement in areas/roads with safety issues, school zones

Continue to train staff in Mental Health Officer course, next class is March 2026

Preparing for the Spring weather, staff will become Sky Warn trained (2hrs), by the National Weather Service, allowing them to spot severe developing weather and provide early reporting. State mandated training to continue through Aug 2027 deadline. New requirements on training and equipment passed by Legislature in relation to HB 33, the Uvalde Strong Act. These training and equipment requirements are being reviewed and scheduled for 2026.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 27, 2026	Department: Municipal Court	Prepared By: Michelle Lowe
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AGENDA ITEM

MUNICIPAL COURT 1st QUARTER FY 2025-2026 REPORT

BACKGROUND:

MUNICIPAL COURT QUARTERLY REPORT FROM 10/01/2025 – 12/31/2025

STAFF/BOARD/COMMISSION RECOMMENDATION:

- REPORT SUMMARIES:
CITATION LISTING REPORT
REVENUE BY OFFENSE TYPE REPORT
OFFENSE BY YEAR REPORT

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	



Municipal Court

1st Quarter Report

October 01, 2025 – December 31, 2025

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

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

RESPONSIBILITIES

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

New Cases Filed 1st quarter: 290

Dispositions:

Fine Paid – 101
 Compliance Dismissals – 56
 Financial Responsibility Dismissals – 8
 Satisfied Deferred – 61
 Satisfied Driving Safety Course – 39
 Appeal to County – 0
 Jail Credit Given – 1
 Indigent - 2

Total Cases Closed Out – 268

Revenue:**Kept by the City: \$35,021.93**

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

LCF 1 (Security Fund) -\$140.88

LCF 2 (Truancy Prevention Fund) -\$984.65

LCF 3 (Technology Fund)-\$114.99

LCF 4(Jury Fund)-\$19.68

LCF 5(Security and Technology Consolidated Fund) - \$1,585.81

Remitted to State: \$18,092.16**Total: \$53,114.09**

78 Cases were sent to Collections during this quarter that totaled the amount of \$29,557.00

Closed Collection cases this quarter totaled \$5,502.23

Attached Reports:**1st Quarter Citation Listing****1st Quarter Revenue Report****1st Quarter Offense Report****Updates:**

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

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

Upcoming:**January Court Docket: 01/28/2026****November Court Docket: 02/25/2026****December Court Docket: 03/25/2026**

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

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

11:00am – Attorney Plea Docket – Prosecutor

11:30am – Discovery Conference – Prosecutor

1:00pm – Pre Trial – Prosecutor

2:00pm – Plea Court – Judge

3:00pm – Juvenile – Judge

3:00pm – Minor and Indigent Docket – Judge

4:00pm – Show cause Docket – Judge



Item 17.

Citation Listing

Willow Park Municipal Court

1/7/2026 12:51:38 PM

Citation Listing Report

Totals For 10/01/2025 - 12/31/2025

Report Totals

By Race	A - Asian or Pacific Islander	2
B - Black	19	
H - H	41	
W - White	180	
Report Totals	242	

Report Totals

By Gender	F - Female	90
M - Male	152	
Report Totals	242	

Report Totals

By Age Code	A - Adult	173
J - Juvenile	5	
M - Minor	34	
U - Under 25	30	
Report Totals	242	

Report Totals:

Number Of Citations:	242
Number Of Violations:	290



Citation Listing

Willow Park Municipal Court

1/7/2026 12:51:38 PM

Citation Listing Report

Totals For 10/01/2025 - 12/31/2025

Report Totals

Totals By Citation Type R - Regular

242

Report Totals

242

Report Totals:

Number Of Citations:

242

Number Of Violations:

290



Revenue By Offense Type

Willow Park Municipal Court

1/7/2026 1:02:18 PM

Original Offense Type

Fee Code Totals For Posted Date From 10/01/2025 To 12/31/2025

Item 17.

Fee Code	Fee Description	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
AF	ARREST FEE	5	\$21.36	\$0.00	\$0.00	\$21.36
COLL	COLLECTIONS	1	\$80.70	\$0.00	\$0.00	\$80.70
FINE	FINE	6	\$1,022.00	\$0.00	\$0.00	\$1,022.00
LATE	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	3	\$11.14	\$0.00	\$0.00	\$11.14
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	5	\$21.36	\$0.00	\$0.00	\$21.36
LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	3	\$9.09	\$0.00	\$0.00	\$9.09
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	5	\$0.43	\$0.00	\$0.00	\$0.43
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	2	\$17.80	\$0.00	\$0.00	\$17.80
SCF	STATE CONSOLIDATED FEE	3	\$140.82	\$0.00	\$0.00	\$140.82
	City Ordinance	34	\$1,374.70	\$0.00	\$0.00	\$1,374.70
State						
3000	LATE FINE	1	\$50.00	\$0.00	\$0.00	\$50.00
AF	ARREST FEE	3	\$15.00	\$0.00	\$0.00	\$15.00
FINE	FINE	3	\$1,000.00	\$0.00	\$0.00	\$1,000.00
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	3	\$15.00	\$0.00	\$0.00	\$15.00
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	3	\$0.30	\$0.00	\$0.00	\$0.30
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	3	\$26.70	\$0.00	\$0.00	\$26.70
SCF	STATE CONSOLIDATED FEE	3	\$186.00	\$0.00	\$0.00	\$186.00
	State	19	\$1,293.00	\$0.00	\$0.00	\$1,293.00
Traffic						
AF	ARREST FEE	209	\$953.24	\$0.00	\$0.00	\$953.24
CJF-C	CIVIL JUSTICE FUND - CITY	1	\$0.01	\$0.00	\$0.00	\$0.01
CJF-S	CIVIL JUSTICE FUND -	1	\$0.09	\$0.00	\$0.00	\$0.09
COLL	COLLECTIONS	34	\$1,924.63	\$0.00	\$0.00	\$1,924.63
CS	CHILD SAFETY	26	\$617.14	\$0.00	\$0.00	\$617.14
DS20	COMPLIANCE DISMISSAL \$20	56	\$1,120.00	\$0.00	\$0.00	\$1,120.00
DDC	DEFENSIVE DRIVING FEE	33	\$318.96	\$0.00	\$0.00	\$318.96
EXP	EXPENSE FEE	46	\$2,250.00	\$0.00	\$0.00	\$2,250.00
FINE	FINE	42	\$6,107.35	\$0.00	\$0.00	\$6,107.35
IDF	INDIGENT DEFENSIVE FEE	1	\$2.00	\$0.00	\$0.00	\$2.00
JS-C	JUDICIAL SUPPORT - CITY	1	\$0.60	\$0.00	\$0.00	\$0.60
JS-S	JUDICIAL SUPPORT - STATE	1	\$5.40	\$0.00	\$0.00	\$5.40
LATE	LATE FINE	56	\$2,566.27	\$0.00	\$0.00	\$2,566.27
LCF1	LOCAL CONSOLIDATED FEE (SECURITY)	32	\$129.74	\$0.00	\$0.00	\$129.74
LCF2	LOCAL CONSOLIDATED FEE (YOUTH DIVERSION FUND)	208	\$948.29	\$0.00	\$0.00	\$948.29

Traffic

LCF3	LOCAL CONSOLIDATED FEE (TECHNOLOGY)	32	\$105.90	\$0.00	\$0.00	Item 17.
LCF4	LOCAL CONSOLIDATED FEE (JURY FUND)	206	\$18.95	\$0.00	\$0.00	\$18.95
LCF5	LOCAL CONSOLIDATED FEE (SECURITY &	186	\$1,541.31	\$0.00	\$0.00	\$1,541.31
LTF	LOCAL TRAFFIC FINE	160	\$449.12	\$0.00	\$0.00	\$449.12
MCTF	MUNICIPAL COURT TECHNOLOGY FUND	1	\$4.00	\$0.00	\$0.00	\$4.00
OMNI-C	OMNIBASE FEE CITY REIMBURSEMENT	1	\$4.00	\$0.00	\$0.00	\$4.00
OMNI-O	OMNIBASE FEE REIMBURSEMENT	1	\$6.00	\$0.00	\$0.00	\$6.00
PP-JE	PAYMENT PLAN- JUDICIAL EFFICIENCY	11	\$108.93	\$0.00	\$0.00	\$108.93
SCF	STATE CONSOLIDATED FEE	209	\$11,798.82	\$0.00	\$0.00	\$11,798.82
SJF	STATE JUROR FEE	1	\$4.00	\$0.00	\$0.00	\$4.00
STF	STATE TRAFFIC FINE	160	\$7,465.10	\$0.00	\$0.00	\$7,465.10
TITLE7	TITLE 7 TRANS CODE	120	\$11,994.54	\$0.00	\$0.00	\$11,994.54
TPDF	TRUANCY PREVENTION AND DIVERSION FUND	1	\$2.00	\$0.00	\$0.00	\$2.00
	Traffic	1836	\$50,446.39	\$0.00	\$0.00	\$50,446.39

Report Totals:	1889	\$53,114.09	\$0.00	\$0.00	\$53,114.09
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Revenue By Offense Type

Willow Park Municipal Court

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Original Offense Type

Transaction Totals For Posted Date From 10/01/2025 To 12/31/2025

Item 17.

Transaction Description	Trans Code	Count	Amount	Non Cash	Disbursement	Total
City Ordinance						
Payments	P	34	\$1,374.70	\$0.00	\$0.00	\$1,374.70
	City Ordinance	34	\$1,374.70	\$0.00	\$0.00	\$1,374.70
State						
Payments	P	19	\$1,293.00	\$0.00	\$0.00	\$1,293.00
	State	19	\$1,293.00	\$0.00	\$0.00	\$1,293.00
Traffic						
Payments	P	1836	\$50,446.39	\$0.00	\$0.00	\$50,446.39
	Traffic	1836	\$50,446.39	\$0.00	\$0.00	\$50,446.39

Report Totals: 1889 \$53,114.09 \$0.00 \$0.00 \$53,114.09



Item 17.

Offense By Year Report

Municipal Court

1/7/2026 1:05:03 PM

Violations For Filed Date From 10/01/2025 To 12/31/2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2010 ACCUMULATION OF UNWHOLESOME MATTER													
3001 SPEEDING										33	13	24	70
3005 FAILED TO YIELD RIGHT OF WAY										1	1		2
3006 RAN STOP SIGN										16	7	3	26
3007 RAN RED LIGHT										4	1	2	7
3008 SPEEDING 25 MILES AND OVER POSTED SPEED LIMIT										6	3	1	10
3014 IMPROPER TURN											1		1
3017 FOLLOWING TOO CLOSE										1			1
3022 IMPROPER PASSING										1			1
3049 NO MOTOR VEHICLE LIABILITY										11	9	4	24
3049A NO MOTOR VEHICLE INSURANCE (UVFR)										1			1
3050 FAIL TO CONTROL SPEED										1			1
3059 DISREGARDED TRAFFIC CONTROL										1	1		2
3060 FAILED TO STOP AT DESIGNATED POINT										2			2
3101 DRIVING WHILE LICENSE INVALID										3		1	4
3103 NO DRIVERS LICENSE										9	7	2	18
3127 DROVE ONTO/FROM CONT ACCESS HWY WHERE PROH										5			5
3259 EXPIRED OPERATORS LICENSE											1	1	2
3263 FAIL TO DISPLAY DL										2			2
3596 SPEEDING 10% OVER LIMIT SCHOOL										12	4		16
3656 ZONE EXPIRED VEHICLE REGISTRATION										35	24	20	79
3657 DISPLAY WRONG LICENSE PLATE										1			1
3667 OPERATE MOTOR VEHICLE W/O LICENSE PLATES, OR W/O REGISTRATION INSIGNIA										2		1	3
5030 ASSAULT - PHYSICAL CONTACT										1		2	3
5030 DISORDERLY CONDUCT										1			1
5055 DISORDERLY CONDUCT - NOISE											1		1
5130 POSSESSION OF DRUG PARAPHERNALIA										1		2	3

