



CITY COUNCIL REGULAR MEETING AGENDA

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

Tuesday, June 25, 2024 at 6:00 PM

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

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS (Limited to three minutes per person)

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

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

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

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

CONSENT AGENDA

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

- 1. Approve the City Council Meeting Minutes - Regular Meeting June 11, 2024.

REGULAR AGENDA ITEMS

- 2. Discussion/Action: to adopt an ordinance amending Ordinance 879-23, the Original Budget Ordinance for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024.
- 3. Discussion/Action: to consider the expansion of driveway approaches for the 2022 Street Projects.

4. Discussion/Action: to approve an Interlocal Agreement between the City of Willow Park and the Texas Municipal League for 2024-2025 Cyber Liability and Data Breach Response Coverage.
5. Discussion/Action: to authorize the Mayor to sign a contract with Aledo Independent School District for advertisement.
6. Discussion/Action: to approve a conceptual schematic design for the City Hall's parking lot frontage as prepared by Westwood Professional Services, Inc., and create plans for design development and construction.
7. Discussion/Action: to approve a resolution to designate the Designated Officer or Employee for Truth in Taxation.
8. Discussion/ Action: to approve an Interlocal Agreement between the City of Hudson Oaks and the City of Willow Park providing wastewater treatment service to the City of Hudson Oaks.
9. Discussion/Action: to approve a resolution to announce the City's intent to annex an approximately 1.034 acre portion of FM 1187, out of the Francisco Sanchez Survey, Abstract No. 2346, and H&T.B. RR CO Survey, Abstract No. 647.
10. Discussion/Action: to consider a resolution authorizing the City of Willow Park to acquire and/or use the power of eminent domain to acquire the following two described properties for public use, i.e., the replacement of the King's Gate Road Bridge over Clear Fork Trinity River: (a) 0.1185 of an acre of land, situated in the Isaac O. Hendley Survey, Abstract Number 619, City of Willow Park, Parker County, Texas, and being a part of Lot 1, Block 1, Bell's Natural Stone Addition, an addition to the City of Willow Park, Texas recorded in Cabinet C, Slide 117, Plat Records, Parker County, Texas, and also being a part of that certain tract of land described in a Warranty Deed to RTSB Enterprises, Inc. from RTSB Enterprises, Inc, dba Red's recorded in Instrument Number 201911978, Official Public Records, Parker County, Texas, executed on May 15, 2019; and (b) 0.0807 of an acre (3,514 square feet) tract of land, situated in the Isaac O. Headley Survey, Abstract Number 619, City of Willow Park, Parker County, Texas, and being a part of Lot 1, Block 1, Trinity Meadows Addition, an addition to the City of Willow Park, Texas, recorded in Cabinet A, Slide 740, Plat Records, Parker County, Texas, and also being a part of that certain tract of land described in a Warranty Deed to Larry Lawley from Parker County's Squaw Creek Downs, L.P. recorded in Volume 2539, Page 1447, Official Public Records, Parker County, Texas, executed on May 18, 2007.

INFORMATIONAL

Mayor and City Council Comments

City Manager Comments

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

11. Section 551.072 - Discussing the purchase, exchange, lease, or value of real property; 205 Canyon Ct.
12. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.
13. 551.087 - Economic Development Negotiations; 551.071 Consultation with City Attorney; Beall Development Agreement and Brothers In Christ Annexation Petition.

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

ADJOURNMENT

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

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

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: June 21, 2024, at 4:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Crystal R. Dozier, TRMC, CMC
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 cdozier@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 www.willowpark.org



CITY COUNCIL REGULAR MEETING MINUTES

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

Tuesday, June 11, 2024 at 6:00 PM

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

Mayor Moss called the meeting to order at 6:02 pm.

PRESENT

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

STAFF PRESENT

City Manager Bryan Grimes
 Assistant City Manager Bill Funderburk
 City Secretary Crystal Dozier

PLEDGE OF ALLEGIANCE AND INVOCATION

Ted Kitchens with Christ Chapel Church gave the invocation followed by the pledge of allegiance.

PUBLIC COMMENTS (Limited to three minutes per person)

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

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

Francis Horch at 901 Sam Bass Ct. spoke before the City Council.

CONSENT AGENDA

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

1. Approve City Council Meeting Minutes - Regular Meeting May 28, 2024.

To approve the revised City Council Meetings Minutes - Regular Meeting May 28, 2024.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

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

REGULAR AGENDA ITEMS

2. Discussion/Action: to consider installation of speed humps on Crown Road.

Nick Kirk with Jacob and Martin gave a brief presentation on the proposed speed humps.

Dennis Evans 75 Crown Rd.; Harold Heisch at 79 Crown Rd.; Brad McKerley at 109 Trinity; Tara Hoopes at 41 Crown Rd.; Teresa Palmer at 3521 Ranch House Rd.; and Lisa Weiershnsen at 95 Crown Rd. all spoke before the City Council.

To approve the installation of speed humps on Crown Road as presented by Jacob and Martin.

Motion made by Councilmember Young, Seconded by Councilmember Gilliland.

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

3. Discussion/Action: to consider maintenance on city right-of-ways on Crown and Ranch House Road.

To authorize staff to install Bermuda hydro mulch on Crown Rd., water Crown Rd. and to add Crown Road and Ranch House Road to the city's mowing maintenance contract.

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

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

4. Discussion/Action: to consider the expansion of driveway approaches for the 2022 Street Projects.

Mayor Pro Tem mad a motion to postpone the item of expansion of driveway approaches to allow staff to prepare a different standard for City Council to consider on driveway approaches.

Councilman Runnebaum seconded and amended the motion to include reevaluation after the speed humps are installed.

Mayor Pro Tem seconded the amended motion.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

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

5. Discussion/Action: to approve a Speed Hump Installation Policy.

To approve a Speed Hump Installation Policy as presented.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

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

6. Consider and take action on an ordinance accepting a petition to expand the City of Willow Park's Extraterritorial Jurisdiction to include a 3.208 Acre tract and a 228.4 acre tract of land owned by Brothers in Christ Properties, LLC.

To adopt an ordinance accepting a petition to expand the City of Willow Park's Extraterritorial Jurisdiction to include a 3.208 Acre tract and a 228.4 acre tract of land owned by Brothers in Christ Properties, LLC.

Motion made by Councilmember Young, Seconded by Councilmember Gilliland.

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

7. Consider and take action on a resolution declaring the City's intent to begin annexation of approximately 7,313 feet, comprising 10.98 acres of East Bankhead Highway, directing City staff to prepare a service plan and scheduling two public hearings for the proposed annexation.

To approve a resolution declaring the City's intent to begin annexation of approximately 7,313 feet, comprising 10.98 acres of East Bankhead Highway, directing City staff to prepare a service plan and scheduling two public hearings for the proposed annexation.

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras.

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

8. Consider and take action on a resolution accepting the annexation petitions from Brothers in Christ Properties, LLC requesting annexation of the following two tracts of land, directing City staff to prepare and negotiate an annexation services agreement and scheduling a public hearing on the proposed annexation: one tract being approximately 3.208 acres of land, more or less, in the H.T. & B. RR. Co. Survey, Abstract Number 647 And the Heirs Of Francisco Sanchez Survey, Abstract 2346, and being a portion of that tract of land by deed described by deed to Brothers In Christ Properties, LLC as recorded in Document Number 202400902, Deed Records, Parker County, Texas, and one tract being approximately 228.4 acres of land, more or less, in the F.H. Hammon Survey, Abstract Number 673, the Heirs of Francisco Sanchez Survey, Abstract Number 2346, the H.T. & B. RR. Co. Survey, Abstract Number 647, and the J. Beech and C. Nott Survey, Abstract Number 2091, Parker County, Texas being a portion of that tract of land described by deed to Brothers In Christ Properties, LLC as recorded in Document Number 202400902, Deed Records, Parker County, Texas.

To approve a resolution accepting the annexation petitions from Brothers in Christ Properties, LLC requesting annexation of the following two tracts of land, directing City staff to prepare and negotiate an annexation services agreement and scheduling a public hearing on the proposed annexation: one tract being approximately 3.208 acres of land, more or less, in the H.T. & B. RR. Co. Survey, Abstract Number 647 And the Heirs Of Francisco Sanchez Survey, Abstract 2346, and being a portion of that tract of land by deed described by deed to Brothers In Christ Properties, LLC as recorded in Document Number 202400902, Deed Records, Parker County, Texas, and one tract being approximately 228.4 acres of land, more or less, in the F.H. Hammon Survey, Abstract Number 673, the Heirs of Francisco Sanchez Survey, Abstract Number 2346, the H.T. & B. RR. Co. Survey, Abstract Number 647, and the J. Beech and C. Nott Survey, Abstract Number 2091, Parker County, Texas being a portion of that tract of land described by deed to Brothers In Christ Properties, LLC as recorded in Document Number 202400902, Deed Records, Parker County, Texas.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

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

9. Discussion/Action: to consider and approve acceptance of the closeout of the Wastewater Effluent Line contract – TWDB CWSRF No. 73890 CID 01.

To approve acceptance of the closeout of the Wastewater Effluent Line contract – TWDB CWSRF No. 73890 CID 01.

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

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

10. Discussion/Action: to consider all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto.

To adopt a resolution approving and authorizing publication and posting of notice of intention to issue certificates of obligation in an amount not to exceed \$5,135,000 for the purpose of paying contractual obligations to be incurred for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water and wastewater system properties or facilities and the acquisition of land and rights-of-way therefor.

Motion made by Councilmember Gilliland, Seconded by Councilmember Crummel.

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

INFORMATIONAL

Mayor and City Council Comments

Councilman Runnebaum stated he appreciated staff's for work behind the scenes for the actions this evening on the annexation.

Mayor Moss addressed the audience regarding their concerns on their driveways. He stated the City Council made a statement tonight and its not a dead issue and the city will comet to a resolution. He congratulated the City of Aledo on the grown breaking of their new city hall.

City Manager Comments

City Manager, Bryan Grimes stated staff will be out Public Funds Investment Act training the rest of the week. He announced city hall will be closed July 4th and 5th. He also announced he received a letter of retirement from the CFO/HR Director, Candy Scott. Candy has been with the city for 25 years.

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

City Council did not convene into Executive Session.

11. 551.087 - Economic Development Negotiations; 551.071 Consultation with City Attorney; Beall Development Agreement.
12. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.

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

ADJOURNMENT

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

Mayor Moss adjourned the meeting at 7:10 pm

Mayor Doyle Moss

Crystal R. Dozier, TRMC, CMC
City Secretary

DRAFT



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: June 25, 2024	Department: Admin	Presented By: Jake Weber & City Manager
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AGENDA ITEM: Discussion / Action: to adopt an ordinance amending Ordinance 879-23, the Original Budget Ordinance for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024.

BACKGROUND: At a previous Council meeting, Jake Weber, CPA presented the council with 2Q Financials and informed Council of Budget Amendments for your consideration. Those Budget amendments can be found in Exhibit A of the Ordinance. Notably, the M/O Levy and Sales Tax revenues are reduced, and the M/O Transfer and Council Approved Expenditures are reduced as well.

Water purchases are increased, however the transfer from water to wastewater is reduced by \$200K as Wastewater User Fees are tracking to be more robust than expected. Engineering costs are increased due to some unbudgeted costs but these may be reimbursed at a future date.

Suggested Motion: I move to amend the Budget Ordinance as presented.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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

City of Willow Park
 Budget Amendment
 Fiscal Year 2023-2024

Account	Name	Budget	
		Current	Change
10-001-46000	M & O Tax	1,901,211	(250,000)
10-001-46001	Sales Tax	2,250,000	(200,000)
	Net Revenue Decrease		(450,000)
10-001-58769	M&O to I&S	340,000	(240,000)
10-001-58651	Council Approved Expenditures	385,000	(210,000)
	Net Expense Decrease		(450,000)
20-020-58424	Engineering/City Engineer	36,000	200,000
20-020-58469	Water Distribution Contractual	45,000	(40,000)
20-020-58470	Water Production Contractual	200,000	(160,000)
20-020-58611	Water Purchases	-	400,000
20-020-58764	Transfer to Wastewater	400,000	(200,000)
	Net Expense Increase		200,000
30-030-45000	User Charges	973,067	200,000
30-030-46094	Transfer from Water	400,000	(200,000)
	Net Revenue Change		-
30-030-58424	Engineering/City Engineer	12,000	50,000

New

1,651,211
2,050,000

100,000
175,000

236,000
5,000
40,000
400,000
200,000

1,173,067
200,000

62,000



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: June 25, 2024	Department: Public Works	Presented By: Derek Turner
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AGENDA ITEM: Discussion / Action: to consider the expansion of driveway approaches for the 2022 Street Projects

BACKGROUND: Staff has evaluated the current standards for driveway approaches and make the following recommendations. In order to insure safety and access, the minimum standard dimensions for drive approaches on streets with overall width of 30 feet overall or more is recommended to be 14 feet in width at the property line and have an approach radius of 8 feet. Current minimum driveway dimensions for streets of lesser width are not recommended to be changed.

Suggested Memo: I move to approve the expansion of driveway approaches as presented by staff.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 06/25/2024	Department: Finance	Presented By: Candy Scott
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AGENDA ITEM:

Cyber Liability Coverage

BACKGROUND:

The City has been carrying cyber liability coverage through TMLIRP in the event of cybercriminal activity for the last several years.

On June 7, 2024, we received notice that TMLIRP created a new Cyber Fund and approved changes to the coverage structure due to the unpredictability of cybercriminal activity. To continue the coverage, we are required to opt-in to a Cyber Liability & Data Breach Response Interlocal Agreement.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff is recommending the approval to opt-in to the Interlocal Agreement to continue the cyber coverage.

Recommended Motion: I move to authorize the City Manager to execute the Cyber Liability & Data Breach Response Interlocal Agreement.

EXHIBITS:

Cyber Liability & Data Breach Response Interlocal Agreement and supporting documents.

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



WORKERS' COMPENSATION • PROPERTY • LIABILITY

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
 TO: All Members with Core + (Band 1) Cyber Coverage
 RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage ("Cyber Coverage")*, cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer **explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.**
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A **new, separate Interlocal Agreement (contract)** to join the Pool's new Cyber Fund.

Please review the above information.

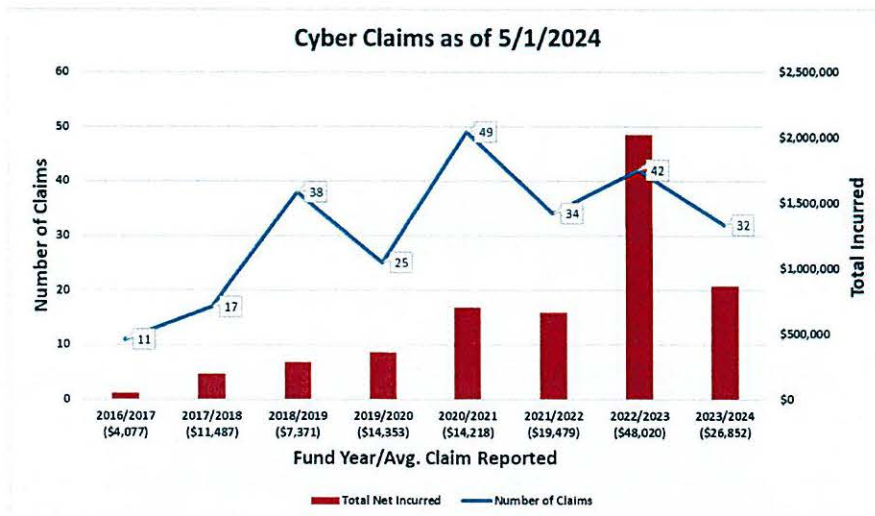
If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

CRITICAL ALERT: The Pool’s NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members’ growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently approved the Pool’s formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* (“*Cyber Coverage*”), effective October 1, 2024, for those Members who opt-in and sign the **Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That’s why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool’s Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool’s cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool’s *total exposure is in the billions of dollars*. Thankfully, that hasn’t happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool’s **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool’s Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member’s elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has Core + Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
New 2024-25 Annual Contribution	\$1,000	\$1,250
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

Item 4.

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

- 7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
- 8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
- 9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
- 10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
- 11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
- 12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
- 13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
- 14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.

17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title _____ Date _____

Member's Federal Tax I.D. Number _____ - _____

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: June 25, 2024	Department: Admin	Presented By: City Manager
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AGENDA ITEM: Discussion/Action: to authorize the Mayor to sign a contract with the Aledo Independent School District for an advertising campaign promoting the City of Willow Park

BACKGROUND: Staff is recommending the City aggressively promote the City of Willow Park and strengthen our association with Aledo ISD thru various advertisements including at Aledo ISD sporting events. Staff strongly feels that our branding and name recognition will greatly improve by being promoted alongside Aledo ISD.

The contract is a 3 year agreement at a cost of \$10,000 per year, and can be paid out of HOT Tax Funds.

Suggested Motion: I move to authorize the Mayor to sign a contract with the Aledo Independent School District for an advertising campaign promoting the City of Willow Park

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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

ADVERTISING AGREEMENT

This Advertising Agreement is entered into this 18th day of June 2024, by and between the Aledo Independent School District (hereinafter called the "School District") and **City of Willow Park** (hereinafter called "Advertiser")

RECITALS:

WHEREAS, the School District's Board of Trustees approved the construction of a scoreboard (the "Scoreboard") at the Aledo ISD Tim Buchanan Football Stadium; and

WHEREAS, the School District desires to sell advertising on the Scoreboard to finance the construction of the Scoreboard, subject to the terms of this Agreement; and

WHEREAS, the Advertiser desires to advertise on the Scoreboard System, subject to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement is five (5) years, beginning August 1, 2024 through July 31, 2029.
2. The Advertiser shall pay to the School District \$10,000 each year when billed during the term of this contract for its advertising rights, for a total payment of \$50,000.
3. The Advertiser shall have advertising rights as per the attached **Orange Partnership Inventory** for the term of this Agreement. The Scoreboard shall be considered a limited public forum. Advertiser may suggest copy for its advertisements, provided, however, that all advertisements are subject to the School District's approval, and are subject to the limitations and restrictions on such advertising found in Board Policies GKB(LEGAL) and (LOCAL); and GKDA(LEGAL) and (LOCAL).
4. Advertiser acknowledges the School District has the right to approve the Advertiser's advertising copy. Production and installation of the advertisements shall be at Advertiser's sole cost and expense.
5. Maintenance of the Scoreboard shall be provided by the School District.
6. Primary electrical to the Scoreboard and insurance shall be provided by the School District.

- 7. The Advertiser shall have the first right of refusal at the end of this Agreement to extend its advertising rights stipulated in this Agreement and the attached **Orange Partnership Inventory**. Advertiser shall notify School District in writing not less than 180 days prior to the expiration of this Agreement to exercise renewal.
- 8. Advertiser does hereby waive, release, indemnify and hold harmless the School District, its officers, agents, employees, and volunteers, from any and all causes of action arising from the production or installation of the advertising on School District's scoreboard, whether arising from claims for bodily injury or death, property loss or damage, loss of profits, or any loss whatsoever, which may arise from said construction, production, or installation.
- 9. Neither party may assign this Agreement without the prior written consent of the other party.
- 10. This Agreement shall be governed by the laws of the State of Texas, and venue for any action shall lie in state courts in Parker County, Texas. This Agreement shall become effective promptly upon its execution by the Advertiser and the School District.



**ALEDO INDEPENDENT
 SCHOOL DISTRICT**

ADVERTISER

By: Earl H. Husfeld

By: _____

Title: Chief Financial Officer

Title: _____

Attest: 

Company: _____

By: Brandy Belk

Title: Athletic Director



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: June 24, 2024	Department: Planning & Development	Presented By: Toni Fisher, Director
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AGENDA ITEM:

Discussion & Action: Approval of conceptual schematic design for City Hall’s parking lot frontage as prepared by Westwood Professional Services, Inc., and create plans for design development and construction.

BACKGROUND:

In December 2023, City Council approved the Contract with Westwood Professional Services, Inc. for Civil Engineering and Architectural Services to beautify the frontage of City Hall with landscaping and increase the parking area.

Dorothy Westwood and Glenda Arroyo of Westwood presented City Staff with the attached conceptual design plan, whose cost estimate is approximately \$1,054,700. This total allocates \$110,550 for demolition and site preparation, \$351,400 for street pavement, \$132,950 for layout design, \$59,000 for lighting and electrical, and \$161,000 for planting and irrigation, and includes a 30% contingency.

Upon design approval, Westwood is prepared to continue forward with the 60% Design Development and 90% to Final Construction Plans, scopes of services which are included in their Contract.

STAFF & BOARD RECOMMENDATION:

Staff has reviewed the design presented and recommends approval to proceed for the creation of the design development and construction plans by Westwood Professional Services, Inc.

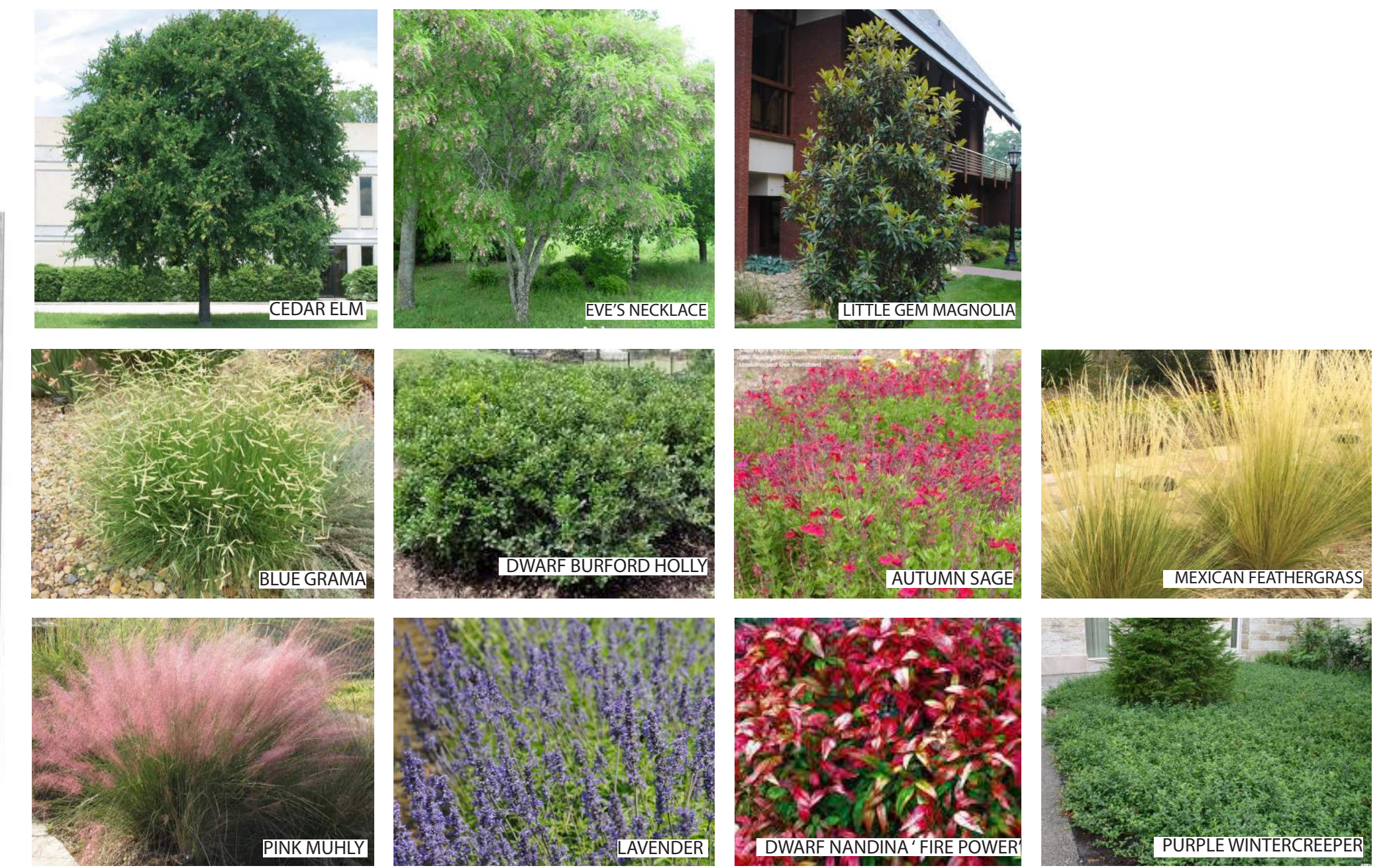
EXHIBITS:

- Willow Park City Hall’s Parking Lot Schematic Design by Westwood Professional Services, Inc.

RECOMMENDED MOTION:

Motion to approve the conceptual schematic design for City Hall’s parking lot frontage as prepared by Westwood Professional Services, Inc., as presented, and create plans for design development and construction.

PLANT PALLETTE



PRECEDENT IMAGERY

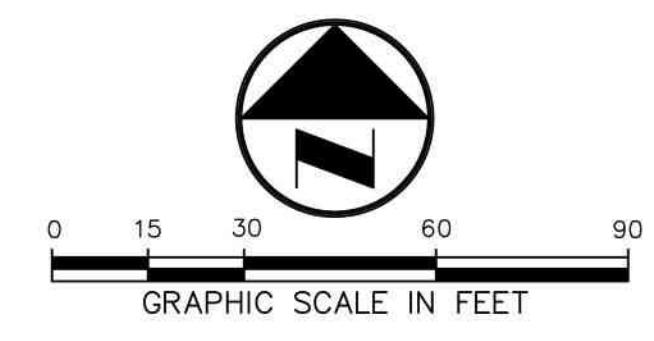


Letter Sign



PARKING TABULATIONS
 EXISTING - 45 SPACES
 REQUIRED PER CITY ORD. - 65 SPACES
 PROPOSED PARKING - 76 TOTAL SPACES
 31 - PROPOSED
 45 - EXISTING
 1 ADA SPACE REMOVED
 5 ADDITIONAL SPACES PROPOSED AT MEMORIAL SPACE

1 CONCEPTUAL EXHIBIT
 1" = 30'-0"



Westwood 4060 BRYANT IRVIN ROAD
 FORT WORTH, TX 76109 T:817.412.7155
 TBPELS ENGINEERING FIRM NO. 11756
 TBPELS SURVEYING FIRM NO. 10074301

Westwood Professional Services, Inc. westwoodps.com

EXHIBIT
CITY HALL
PARKING LOT EXPANSION
 CITY OF WILLOW PARK, PARKER COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
DJW	DJW	JUNE 2024	AS SHOWN			



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: June 24, 2024	Department: Administration	Presented By: Bryan Grimes, City Manager
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AGENDA ITEM:

Discussion & Action: Approving resolution to designate the Designated Officer or Employee for Truth in Taxation.

BACKGROUND:

Providing the name, phone number, and email address of our designated officer or employee (DOE) who will prepare all Truth in Taxation (TNT) calculation forms in accordance with the rules and regulations of the Texas Property Tax Code and laws of Texas. This designee is responsible for calculating the no-new-revenue tax rate, voter-approved tax rate, and de minimis rate (if applicable).

STAFF & BOARD RECOMMENDATION:

Staff recommends approval of resolution for DOE, as stated.

EXHIBITS:

- Resolution
- DOE form

RECOMMENDED MOTION:

Motion to Approving resolution to designate the Designated Officer or Employee for Truth in Taxation.



**1108 SANTA FE DRIVE
WEATHERFORD, TEXAS 76086**

TELEPHONE: 817-596-0077

TNT@parkercad.org

Please complete and return to tnt@parkercad.org no later than July 5th, 2024.

Designated Officer / Employee (DOE)

Please provide the name, phone number, and email address of your designated officer or employee (DOE) who will prepare all Truth in Taxation (TNT) calculation forms in accordance with the rules and regulations of the Texas Property Tax Code and laws of Texas.

TAXING UNIT NAME	City of Willow Park
DOE FIRST AND LAST NAME	Bryan Grimes
DOE PHONE NUMBER	817-441-7108 x109
DOE EMAIL ADDRESS	bgrimes@willowpark.org

The governing body is responsible for designating by resolution, order, or ordinance, an officer or employee to calculate the no-new-revenue tax rate, voter-approval tax rate, and de minimis rate (if applicable).

*Tax Code Sec. 26.04. SUBMISSION OF ROLL TO GOVERNING BODY; NO-NEW-REVENUE AND VOTER-APPROVAL TAX RATES.
(c) After the assessor for the taxing unit submits the appraisal roll for the taxing unit to the governing body of the taxing unit as required by Subsection (b), an officer or employee designated by the governing body shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the taxing unit.*

The Taxing Unit DOE will be responsible for the following:

1. Calculating the No-New-Revenue Rate, Voter-Approval Rate, and De Minimis Rate (if applicable), using the below taxing unit information:
 - a. Debt service for upcoming year.
 - b. Payments made into any Tax Increment Fund (TIF) last year, if applicable.
 - c. Sales Tax for Property Tax Relief spent on M&O expenses last year, if applicable.
 - d. Sales Tax For Property Tax Relief allocated to the taxing unit for the last four quarters, if applicable.
2. Producing, Posting, and Publishing TNT Notices, including:
 - a. [50-212, Notice of Tax Rate](#) which includes a table with Unencumbered Fund Balances and Schedule of Debt Obligations (not required for a small taxing unit which defined by a proposed rate 50 cents or less that will impose \$500,000 or less, school districts, nor water districts)

- b. Hearing/Meeting notice.
 - c. Estimate of Taxes on website – *PCAD will provide information.*
 - d. Taxing unit website requirements, see Comptroller’s [Database/Website Requirements](#)
3. Provide to PCAD for publication on the county TNT transparency website (<https://parkercounty.truthintax.com/>):
- a. Final signed Tax Rate Calculation Worksheet as prescribed by law.
 - b. Website URL of the Taxing Unit.
 - c. Public Email address of the Taxing Unit.
4. Provide to PCAD the 2024 adopted Tax Rate and the resolution, order, or ordinance with the M&O rate and Debt rate stated separately.

PCAD will provide the following:

- 1. Certified Value Totals, Values related to District Court Cases, including Average Home Values, Property Under Protest, Value of New Construction, Lost Property, Annexation/Disannexation, Captured Appraised Value in TIF zones, Tax Ceilings, etc.
- 2. Certified Anticipated Collection Rate and prior year actual collection rate.
- 3. Excess Debt Tax Collections for Prior Year.
- 4. Tax Collection Refund Reports.
- 5. Assistance with Tax Rate Calculation and Notices (tnt@parkercad.org).

Additional Useful Links:

Comptroller TNT Webpage: <https://comptroller.texas.gov/taxes/property-tax/truth-in-taxation/>
 TNT Basics: <https://comptroller.texas.gov/taxes/property-tax/docs/98-1080.pdf>
 Public Hearing Notices Flyer: <https://comptroller.texas.gov/taxes/property-tax/docs/98-1082.pdf>

List additional Taxing Unit Contacts involved in TNT process (optional):

First & Last Name	Title/Position	Phone Number	Email Address
Candy Scott	Chief Financial Officer	817-441-7108 x107	cscott@willowpark.org

Form Completed by:

Date:

Bryan Grimes, City Manager

06/20/24

RESOLUTION NO. 2024-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, DESIGNATING AN OFFICER OR EMPLOYEE OF THE CITY OF WILLOW PARK, TEXAS, TO CALCULATE THE NO-NEW REVENUE TAX RATE AND VOTER-APPROVAL TAX RATE FOR THE CITY OF WILLOW PARK AS REQUIRED BY TEXAS TAX CODE §26.04.

WHEREAS, the Texas Tax Code §26.04(c) requires that the City Council of the City of Willow Park, Texas designate an officer or employee to calculate the No-New Revenue tax rate and the Voter-Approval tax rate for the City; and

WHEREAS, the Texas Tax Code §26.04 requires the Chief Appraiser to prepare and submit the appraisal roll, listing the property taxable by the taxing unit, to each respective taxing unit by July 25th each year; and

WHEREAS, the Texas Tax Code §26.04(e) requires the calculation and publication of the No-New Revenue tax rate and the Voter-Approval tax rate and further requires these tax rates to be submitted to the governing body by August 7th or as soon thereafter as practicable.

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

THAT, the City Council of the City of Willow Park, hereby appoints the City Manager as the designated official for the purpose of calculating the no-new-revenue tax rate, the voter-approval tax rate, de minimis rate, and other truth-in-taxation requirements for the City pursuant to Section 26.04 of the Texas Property Tax Code, as amended.

BE IT FURTHER RESOLVED THAT the provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the City of Willow Park

The provisions of this resolution shall become effective immediately upon final passage and approved by the City Council.

PASSED AND APPROVED this the 25th day of June, 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 Resolution No.2024-04, did on the 25th day of June, 2024 vote as follows:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: June 25, 2024	Department: Public Works	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion/Action:

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

BACKGROUND:

The City of Hudson Oaks approached City staff months ago about the possibility of Willow Park treating wastewater from Hudson Oaks once the new wastewater treatment plant goes online.

Hudson Oaks currently sends their wastewater to the City of Weatherford for treatment.

Hudson Oaks is proposing to build a transmission line from their current lift station to the new plant location. The line will be the sole responsibility of Hudson Oaks.

Hudson Oaks agrees to pay 20% of the construction cost of the new plant (\$3,678,000 of the \$18,390,000 contracted amount) and for the next 20 years will pay 20% of the operational costs. For this they will be allowed to send up to 150,000 gallons of wastewater to our plant daily. The plant is currently being built to treat 750,000 gallons, however the issued permit from TCEQ allows up to 990,000 gallons of wastewater to be treated.

Should the plant need to be expanded in the future, Hudson Oaks reserves the right to purchase additional treatment capabilities.

STAFF/BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS:

Interlocal Agreement

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	

AGREEMENT FOR FUNDING, CONSTRUCTION,
AND MAINTENANCE OF
WASTEWATER TREATMENT FACILITIES

BETWEEN
THE CITY OF WILLOW PARK, TEXAS
AND
THE CITY OF HUDSON OAKS, TEXAS

DATED AS OF _____, 2024

INTERLOCAL AGREEMENT FOR FUNDING, CONSTRUCTION, AND MAINTENANCE OF WASTEWATER TREATMENT FACILITIES

STATE OF TEXAS §
§
COUNTY OF PARKER §

This Interlocal Agreement for Funding, Construction and Maintenance of Wastewater Treatment Facilities (the “Agreement”) is made and entered into on this _____ day of _____, 2024 (the “Effective Date”), by and between the City of Hudson Oaks, Texas (“Hudson Oaks”), and the City of Willow Park, Texas (“Willow Park”), sometimes jointly referred to as the “Parties”.

RECITALS

WHEREAS, Hudson Oaks and Willow Park are political subdivisions of the State of Texas and are authorized to enter into agreements with each other relative to governmental functions and services by the Interlocal Cooperation Act, Texas Government Code, Chapter 791; and

WHEREAS, Hudson Oaks and Willow Park each own, operate, and maintain wastewater collection systems to service customers within their respective city limits and services areas; and

WHEREAS, Hudson Oaks currently contracts with another entity for treatment of Hudson Oaks’ wastewater; and

WHEREAS, Willow Park currently treats its own wastewater at its existing wastewater treatment plant located at 30 Crown Road, Willow Park, Texas which is undersized for Willow Park’s future needs (the “Existing Wastewater Treatment Plant”); and

WHEREAS, Willow Park has designed and is in the process of constructing a new larger wastewater treatment plant to be located at 420 J.D. Towles Road, Willow Park, Texas (the “New Wastewater Treatment Plant”); and

WHEREAS, Hudson Oaks desires to participate in the cost of the design, construction, operation, and maintenance of the New Wastewater Treatment Plant and necessary appurtenances and facilities (jointly referred to herein as the “Willow Park Wastewater Treatment Facilities”) and the Hudson Oaks’ wastewater transmission facilities necessary to connect to the New Wastewater Treatment Plant (the “Hudson Oaks Wastewater Transmission Line”), in exchange for the right to use up to the specified capacity of the New Wastewater Treatment Plant for treatment of Hudson Oaks’ wastewater as set forth herein (the Willow Park Wastewater Treatment Facilities and the Hudson Oaks Wastewater Transmission Line are sometimes collectively referred to herein as (the “Wastewater Treatment Facilities”); and

WHEREAS, Hudson Oaks and Willow Park desire to enter into this Agreement to

document the financing, design, construction, ownership, operation, and maintenance of the Wastewater Treatment Facilities; and

WHEREAS, the governing bodies of Hudson Oaks and Willow Park find that this Agreement is to their mutual benefit and to the benefit of the health, safety, and welfare of their respective citizens, that the performance of this Agreement is in the common interest of both Parties, and that the division of costs provided for constitutes adequate consideration to each of the Parties.

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

1. PURPOSE; EFFECTIVE DATE; TERM.

1.1. The purpose of this Agreement is to provide for the financing, design, construction, ownership, operation, and maintenance of the Willow Park Wastewater Treatment Facilities and the Hudson Oaks Wastewater Transmission Line.

1.2. The Effective Date of this Agreement is the date the Agreement is entered into as set forth in the introductory paragraph.

1.3. The term of this Agreement shall commence on the Effective Date and expire twenty (20) years later, unless extended by the mutual agreement of the Parties.

2. DEFINITIONS.

2.1 **Capital Improvements** means any of the following facilities which provide utility services and benefits common to all customers and that have a life expectancy of three or more years, including any additions or upgrades to the Willow Park Wastewater Treatment Facilities or the Hudson Oaks Wastewater Transmission Line, as defined below, whether such capital improvements are located within the jurisdictional limits of Willow Park or Hudson Oaks, identified on the attached Exhibit ____.

2.2 **Construction Costs** means the cost of design; legal, consulting, and engineering fees; permitting; land and easement acquisition; and construction costs, including procurement of all necessary materials, for the Willow Park Wastewater Treatment Facilities or the Hudson Oaks Wastewater Transmission Line, and the Cost of Capital for each.

2.3 **Cost of Capital** means all costs and expenses, debt service, principal, interest, and other common debt service costs, including fees, closing costs, engineering fees, bond costs and legal expenses, and lender or bank fees associated with each such financing of the Construction Costs for the Willow Park Wastewater Treatment Facilities or the Hudson Oaks Wastewater Transmission Line.

2.4 **Hudson Oaks System** means the Hudson Oaks wastewater transmission system

within Hudson Oaks.

2.5 ***Hudson Oaks Wastewater Transmission Line*** means the wastewater transmission line, metering equipment and related facilities to be constructed by Hudson Oaks to deliver all of Hudson Oaks' wastewater to the New Wastewater Treatment Plant.

2.6 ***New Wastewater Treatment Plant*** means the new 750,000 gallon per day wastewater treatment plant being constructed by Willow Park and located at 420 J.D. Towles Road, Willow Park, Texas as described herein.

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

2.8 ***Wastewater Treatment Facilities*** shall mean the proposed new 750,000 gallon per day New Wastewater Treatment Plant and all wastewater transmission lines, effluent lines, and other appurtenances necessary to transport Hudson Oaks and Willow Park wastewater to the New Wastewater Treatment Plant for treatment, and specifically includes the following components, as described herein:

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

2.9 ***Willow Park Effluent Line*** means the lines and related facilities to convey raw wastewater from the Existing Wastewater Treatment Plant to the New Wastewater Treatment Plant; to convey treated effluent to the existing discharge location; to convey treated effluent to Squaw Creek Golf Course; a lift station to pump treated effluent to both the existing discharge location and the Squaw Creek Golf Course location.

2.10 ***Willow Park System*** means the Willow Park wastewater transmission system within Willow Park.

3. CONSTRUCTION OF WASTEWATER TREATMENT FACILITIES.

3.1 Design, Construction, Ownership, and Maintenance. The Wastewater Treatment Facilities to be constructed shall consist of the following, as more particularly described and depicted in the attached Exhibit ____:

3.1.1 The Hudson Oaks Wastewater Transmission Line shall consist of a lift station, meter, and ____ inch (____") force main wastewater transmission line along East Bankhead Drive in Hudson Oaks to a point at Kingswood Road in Willow Park where the force main becomes

a ____ inch (____”) gravity flow main into the New Wastewater Treatment Plant, as further described and depicted in the attached Exhibit _____. The Hudson Oaks Wastewater Transmission Line shall include a metering station at the lift station in Hudson Oaks, to meter the wastewater flow by Hudson Oaks into the New Wastewater Treatment Plant. Hudson Oaks will pay all design and construction costs to tie the Hudson Oaks Wastewater Transmission Line into the New Wastewater Treatment Plant. The Hudson Oaks Wastewater Transmission Line shall be designed and constructed by Hudson Oaks, at its sole cost and expense. Prior to commencing construction of the Hudson Oaks Wastewater Transmission Line, Hudson Oaks will provide the design drawings and construction plans to Willow Park so that Willow Park’s engineer may review the drawings and construction plans. Hudson Oaks will not commence construction until Willow Park approves the drawings and plans, such approval to be provided within a reasonable time and not unreasonably withheld. Willow Park shall have the right to inspect the construction of the transmission line and related facilities to tie in the transmission line into the New Wastewater Treatment Plant. Upon completion of construction, Hudson Oaks shall own and maintain the Hudson Oaks Wastewater Transmission Line.

3.1.2 The Willow Park Effluent Line consists of: (a) a 12” inch line to convey raw wastewater from the Existing Wastewater Treatment Plant to the New Wastewater Treatment Plant; (b) a 12” inch line to convey treated effluent to existing discharge location, approximately 870 linear feet, running along the same path as the raw discharge line described in (a); (c) a 10” line to convey treated effluent to Squaw Creek at the Squaw Creek Golf Course, approximately 5,200 linear feet, running across the Trinity River from the New Wastewater Treatment Plant, through an easement across the Wilks property, generally northeast to Royal View Drive and along Royal View to the golf course and into the SCL lake; and (d) a lift station at the New Wastewater Treatment Plant to pump treated effluent from both discharge locations. The Willow Park Effluent Line shall be designed, constructed, owned, and maintained by Willow Park, at its sole cost and expense, except that Hudson Oaks agrees to pay for a portion of the design, construction, operation, and maintenance cost of the Willow Park Effluent Line as further detailed in Section 3.2 and Section 6. below for the privilege of connection and treatment of Hudson Oaks’ wastewater at the New Wastewater Treatment Plant.

3.1.3 The New Wastewater Treatment Plant shall be located generally at located at 420 J.D. Towles Road, Willow Park, Texas consisting of a minimum 750,000 gallon per day package wastewater treatment plant, as further described and depicted in the attached Exhibit _____. The New Wastewater Treatment Plant shall be designed, constructed, owned, and maintained by Willow Park at its sole cost and expense, except that Hudson Oaks agrees to pay for a portion of the design, construction, operation, and maintenance cost of the New Wastewater Treatment Plant as further detailed in Section 3.2 and Section 6. below for the privilege of connection and treatment of Hudson Oaks’ wastewater at the New Wastewater Treatment Plant.

3.2 Construction Costs and Responsibilities for the Willow Park Wastewater Treatment Facilities.

3.2.1 The estimated Construction Costs of the Willow Park Wastewater Treatment Facilities is estimated to be Eighteen Million Three Hundred and Ninety Thousand Dollars (\$18,390,000), as set forth in the attached Exhibit _____. The final Construction Costs of

the Willow Park Wastewater Treatment Facilities shall not be established until after the New Wastewater Treatment Plant is completed, and any work on the Willow Park Wastewater Effluent Line has been completed, and shall include any change orders on the construction contract(s). Willow Park has entered into a final construction contract with Gracon Construction for the New Wastewater Treatment Plant, but any other construction contracts for any work on the other Willow Park Wastewater Treatment Facilities that has not been previously completed prior to the Effective Date of this Agreement shall be provided to Hudson Oaks, who shall approve the final construction contract(s), in writing, promptly after its receipt, and any change orders issued by Willow Park during the construction of the Willow Park Wastewater Treatment Facilities. Willow Park shall provide the construction contract entered into by and between Willow Park and Gracon Construction for the New Wastewater Treatment Plant as a courtesy to Hudson Oaks.

3.2.2 Willow Park shall be responsible for bidding and/or seeking competitive proposals for the engineering/design of the Willow Park Wastewater Treatment Facilities, and for bidding the construction contracts for the Willow Park Wastewater Treatment Facilities, in accordance with state procurement laws. To the extent that they are not already retained and/or selected by Willow Park, Willow Park and Hudson Oaks agree that the selection of all consultants and contractors for the Willow Park Wastewater Treatment Facilities shall be mutually agreed upon, to the extent consistent with the state procurement laws.

3.2.3 Hudson Oaks agrees to reimburse Willow Park a sum equal to twenty percent (20%) of the final Construction Costs of the Willow Park Wastewater Treatment Facilities (the "Final Construction Costs of the Willow Park Wastewater Treatment Facilities"). Such reimbursement payment by Hudson Oaks to Willow Park shall be made at Willow Park's final acceptance of the New Wastewater Treatment Plant. If Hudson Oaks fails to make such payment after thirty (30) days from receipt of an invoice from Willow Park, Hudson Oaks shall be in breach of this Agreement, and Willow Park may take any action as authorized by Section 8 hereof, including disconnection of Hudson Oaks from the New Wastewater Treatment Plant, and/or applicable state law. In addition, in the event a payment by Hudson Oaks is not paid to Willow Park as specified herein, a late fee of One Thousand Dollars (\$1,000.00) shall be imposed together with a finance charge of ten percent (10%) per annum from the date that payment was required to be made. If service to Hudson Oaks is disconnected, service to Hudson Oaks will not be reconnected and reinstated until all payments owed to Willow Park are current. The disconnection of Hudson Oaks from the New Wastewater Treatment Plant shall not alleviate Hudson Oaks' payment obligations for its portion of the Final Construction Costs of the Willow Park Wastewater Treatment Facilities as specified herein.

3.2.4 Willow Park and Hudson Oaks shall approve change orders (if any) for the New Wastewater Treatment Plant or the other Willow Park Wastewater Treatment Facilities for any work performed after the Effective Date of this Agreement.

3.2.5 Willow Park shall be responsible for the New Wastewater Treatment Plant's construction oversight, inspection, and acceptance of the New Wastewater Treatment Plant.

3.2.6 The construction timeline for the New Wastewater Treatment Plant shall be 565 days after issuance of the Notice to Proceed, which occurred on March 1, 2024.

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

Willow Park 80%
Hudson Oaks 20%

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

3.3 Construction Costs and Responsibilities for the Hudson Oaks Wastewater Transmission Line.

3.3.1 Hudson Oaks shall be solely responsible for the engineering/design, bidding, and construction costs for the Hudson Oaks Wastewater Transmission Line.

3.3.2 Hudson Oaks shall be responsible for construction oversight, inspection, and acceptance of the Hudson Oaks Wastewater Transmission Line. Willow Park, including its engineers, shall have the right to inspect and agree upon the acceptance of the Hudson Oaks Wastewater Transmission Line.

4. TREATMENT OF HUDSON OAKS' WASTEWATER.

4.1 Hudson Oaks desires to contract for wholesale wastewater service, and Willow Park desires to provide wholesale wastewater service to Hudson Oaks at the New Wastewater Treatment Plant. Specific terms and conditions of such wholesale wastewater service shall be documented in a separate wholesale wastewater service agreement between Willow Park and Hudson Oaks but shall include the terms and conditions contained in this Section 4 and consistent with the provisions of this Agreement.

4.2 As a condition precedent to receiving wholesale wastewater service from Willow Park, Hudson Oaks understands and agrees that it shall comply with, and adopt an ordinance comparable to, Willow Park's ordinance, Article 13.09 of the Code of Ordinances of Willow Park, establishing a pretreatment program and grease trap/interceptor installation requirements. If Willow Park determines that the wastewater delivered by Hudson Oaks to Willow Park at the New

Wastewater Treatment Plant violates any provisions of Article 13.03, Division 3, Hudson Oaks shall pay the penalties to Willow Park as provided in Section 1303.043 of the Code of Ordinances of Willow Park, no later than thirty (30) days after receiving the invoice from the City for the violation. If Hudson Oaks violates the terms of the pretreatment/grease trap ordinance more than three (3) times in a two-year period, Hudson Oaks shall be in breach of this Agreement and Willow Parks shall have all the rights and remedies provided in Section 8 of this Agreement.

4.3 In exchange for Hudson Oaks' commitments contained in this Agreement herein, Willow Park agrees to reserve twenty percent (20%) of the capacity at New Wastewater Treatment Plant (150,000 gallons per day) for Hudson Oaks and agrees to treat and discharge Hudson Oaks' wastewater up to such capacity limitation at no charge. In the event that Willow Park increases the capacity of the New Wastewater Treatment Plant, Willow Park agrees to offer Hudson Oaks the opportunity to "opt in" for additional capacity for Hudson Oaks beyond the 150,000 gallons per day, by Hudson Oaks paying for an agreed upon portion of the expansion costs and additional operation and maintenance costs for such expanded capacity. In the event of an expansion in capacity, Hudson Oaks agrees that it will continue to pay for 20% of the original operation and maintenance costs of the Willow Park Wastewater Treatment Facilities, plus any additional operation and maintenance costs for such additional capacity as agreed upon between Willow Park and Hudson Oaks.

5. MASTER METER AND METER READING

5.1 Hudson Oaks' wastewater delivered for treatment by Willow Park under this Agreement shall be measured by a master meter equipped with continuous flow chart recording devices. The master meter shall be owned, operated and maintained by Hudson Oaks, at its sole cost and expense.

5.2 Hudson Oaks shall be responsible and pay for the construction and operation of the master meter and vault to be located at the lift station in Hudson Oaks on the Hudson Oaks Wastewater Transmission Line during the term hereof.

5.3 Hudson Oaks agrees to routinely test for accuracy and service and calibrate, if necessary, the master meter no less than once during each twelve (12) month period. Copies of the results of such calibration and all related information shall be provided to Willow Park. Hudson Oaks shall allow Willow Park reasonable access to the meter vault, for inspection and provide monthly readings to Willow Park.

6. OPERATION AND MAINTENANCE COSTS.

6.1 Hudson Oaks shall be responsible for all Operation and Maintenance Costs for the Hudson Oaks Wastewater Transmission Line and for the master meter.

6.2 Willow Park shall be responsible for all Operation and Maintenance Costs of the Willow Park Effluent Line and the New Wastewater Treatment Plant, subject to payment by Hudson Oaks to Willow Park of the following:

6.2.1 Hudson Oaks shall pay an annual fee to Willow Park towards the Operation and Maintenance Costs of the New Wastewater Treatment Plant and the Willow Park Effluent Line for routine maintenance, care and operation. This fee shall be 20% of the actual Operation and Maintenance Costs for those facilities incurred by Willow Park during the previous fiscal year, based upon Willow Park's certified annual audit pursuant to Chapter 103, Texas Local Government Code. The first annual fee shall be due by Hudson Oaks on October 1st after the New Wastewater Treatment Plant becomes operational, pro-rated based upon the number of months of operation. Each subsequent annual payment shall be due on October 1st of each year. Willow Park shall invoice Hudson Oaks at least thirty (30) days prior to the due date for each such annual payment and provide Willow Park's certified annual fiscal audit relating those facilities with the invoice.

6.2.2 Willow Park shall plan for annual Capital Improvements to the Willow Park Wastewater Treatment Facilities and provide such plans to Hudson Oaks.

6.3 If Hudson Oaks disputes an invoice and is unable to resolve the difference informally with Willow Park, Hudson Oaks shall notify Willow Park in writing, no later than thirty (30) days after receipt of the invoice. If the Parties are unable to resolve the disputed invoice, agreement on the invoice will be determined by a third-party mediator. Dispute of an invoice shall not be grounds for nonpayment, except for the amount of the invoice in dispute. The Parties shall share the cost of the mediator equally. In the event a payment is not paid or disputed as specified herein, a late fee of ten percent (10%) of the unpaid bill shall be imposed, together with a finance charge of ten percent (10%) per annum from the date that payment was required to be paid. In the event that a billing adjustment is agreed upon or established by mediation, the amount found to be incorrect will be credited to the Parties' account.

6.4 If Hudson Oaks fails to make a payment under this Section 6., after thirty (30) days from receipt of an invoice from Willow Park, Hudson Oaks shall be in breach of this Agreement, and Willow Park may take any action as authorized by Section 8 hereof, including disconnection of Hudson Oaks from the New Wastewater Treatment Plant, and/or applicable state law, in addition to the late fee and finance charge provided herein. If service to Hudson Oaks is disconnected, service to Hudson Oaks will not be reconnected and reinstated until all payments owed to Willow Park are current. The disconnection of Hudson Oaks from the New Wastewater Treatment Plant shall not alleviate Hudson Oaks' payment obligations for its portion of the Final Construction Costs of the Willow Park Wastewater Treatment Facilities as specified herein.

7. RIGHTS-OF-WAY.

7.1. Willow Park shall grant, without charge to Hudson Oaks, such easements and rights-of-way along public highways or other property owned by Willow Park, as requested by Hudson Oaks, in order to construct or maintain the Hudson Oaks Wastewater Transmission Line within Willow Park under this Agreement. Willow Park agrees to assist Hudson Oaks in acquiring any additional private easements or rights-of-way necessary for the construction or maintenance of the Hudson Oaks Wastewater Transmission Line, including exercising the power of eminent domain, if necessary.

7.2. The Parties agree to coordinate the location of the mains and/or facilities in the other's easements and rights-of-way in order to prevent further conflicts insofar as it is reasonably practicable.

8. TERMINATION.

8.1 This Agreement may be terminated in whole or in part by the mutual consent of the Parties. Notwithstanding anything contained herein to the contrary, any breach by either Party hereto to perform any of the duties or the obligations assumed by such Party hereunder or to faithfully keep and perform any of the terms, conditions, and provisions hereof shall be cause for termination of this Agreement by either Party, after providing thirty (30) days prior written notice and opportunity to cure, except that in an event of nonpayment the notice period shall be reduced to five (5) days. If within such notice period, the defaulting Party fails or refuses to cure such breach to the satisfaction of the non-defaulting Party, the non-defaulting Party may declare this Agreement terminated. In addition to, and/or in lieu of, the right of termination, each non-defaulting Party shall have the right of setoff for any amounts due the other Party.

8.2 In the event of termination, each Party shall pay the other for all amounts owing under this Agreement through the date of termination.

8.3 The Parties agree that the provision of wastewater is necessary to the continued health and safety of their respective communities and each Party agrees to not interrupt the transportation and treatment of wastewater except for non-payment under the terms of this Agreement.

8.4 Waiver of Sovereign or Governmental Immunity. Willow Park and Hudson Oaks hereby agree that this Agreement constitutes an agreement for providing services to each other, which is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code and any successor statute(s). In accordance with Sections 271.152 and 271.153 of the Texas Local Government Code, and only to the extent limited by the provisions of this section of the Agreement, Willow Park and Hudson Oaks hereby waive any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit for purposes of adjudicating a claim for breach of contract.

8.5 Right of Setoff. In addition to, and/or in lieu of, the right of termination as set forth above, each non-defaulting Party shall have the right of setoff for any amounts due the other Party pursuant to this Agreement.

9. LIABILITY FOR DAMAGES.

9.1 Liabilities for damages arising from the treatment, transportation, and delivery of wastewater provided hereunder shall be borne by and remain with each Party according to its proportionate share of the costs as provided herein.

9.1.1 To the extent permitted by law, each Party hereto agrees to save and hold the other Party harmless from all claims, demands, and causes of action that may be asserted by anyone on account of the quality, transportation, and delivery while wastewater is in the control of such Party. This covenant is not made for the benefit of any third party.

9.1.2 Contracts made and entered into by either Willow Park or Hudson Oaks for the construction, reconstruction, or repair of any Wastewater Treatment Facility shall include the requirement that the independent contractor(s) must provide adequate insurance protecting both Willow Park and Hudson Oaks as co-insureds. Such contract must also provide that the independent contractor(s) agrees to indemnify, hold harmless, and defend both Willow Park and Hudson Oaks against any and all suits or claims for damages of any nature arising out of the performance of such contract.

10. FORCE MAJEURE.

10.1. If by any reason of force majeure, either Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation to make payments required under the terms hereof, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.2. The term “force majeure,” as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, 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, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, other natural catastrophe, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or other similar cause not reasonably in the control of the Party claiming such inability.

11. NOTICE.

11.1 All notices, requests, and communications under this Agreement shall be given in writing, addressed to Willow Park or Hudson Oaks at their respective addresses set forth below and either (i) hand delivered, (ii) delivered by a nationally recognized overnight courier service, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid.

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

To Hudson Oaks: City of Hudson Oaks
 210 Hudson Oaks Drive
 Hudson Oaks, Texas 76087
 Attn: City Administrator

Any notice under or pursuant to this Agreement and given in accordance with this Section shall be deemed received upon the earlier of: (i) actual receipt, (ii) if mailed, three (3) days after deposit in an official depository of the United States Postal Service, or (iii) if sent by a nationally recognized overnight courier service, the day following the mailing. Any Party may change its address for notice purposes by sending the other Party a notice of the new address.

12. MEDIATION.

12.1 The Parties agree to submit any dispute relating to this Agreement to non-binding mediation. The Party requesting mediation shall serve on the other Party a request in writing that such matter be submitted to mediation. The Parties shall mutually agree in writing on the selection of any mediator and the date and location of such mediation. The decision of the mediator shall not be final but shall be a condition precedent to filing suit. All costs of mediation shall be shared equally between the Parties.

13. INSPECTION AND AUDIT.

13.1 Each Party hereto shall keep complete records and accounts pertaining to this Agreement for a period of five (5) years. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.

14. MISCELLANEOUS.

14.1. This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule, or regulation in any forum having jurisdiction.

14.2. Upon prior notice by either Party, any authorized employee or representative of such Party bearing identification shall notify the other Party of need for access to any premises located within the other Party's service area or served by the other Party as may be necessary for the purpose of inspections and observation, measurements, sampling and testing and/or auditing, in accordance with the provisions of this Agreement. The other Party may elect to accompany the requesting Party's representative. To the extent permitted by law, the requesting Party agrees to indemnify the other Party for any damage or injury to person or property caused

by the negligence of such duly authorized employee while such employee is in the course and scope of his employment.

14.3. In addition to any other remedy as may be provided by law, this Agreement shall be specifically enforceable by the parties hereto. Venue for any action shall be in Parker County, Texas.

14.4. It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision shall in no way affect any other term or provision contained herein; further, this Agreement shall then continue as if such invalid term or provision had not been contained herein.

14.5 Neither Party may assign this Agreement without the prior written consent of the other Party.

15. INDEMNIFICATION.

15.1. To the extent permitted by law, Willow Park agrees to indemnify and save and hold Hudson Oaks harmless from all claims, liabilities, demands, and causes of action arising from any negligent act or omission of Willow Park relating to this Agreement. This covenant is not made for the benefit and shall not inure to the benefit of any third party.

15.2. To the extent permitted by law, Hudson Oaks agrees to indemnify and save and hold Willow Park harmless from all claims, liabilities, demands, and causes of action arising from any negligent act or omission of Hudson Oaks relating to this Agreement. This covenant is not made for the benefit and shall not inure to the benefit of any third party.

16. AMENDMENT.

16.1 This Agreement may only be amended, altered, or revoked by written instrument signed by the Parties.

17. WAIVER.

17.1. The failure of either Party to complain of any action, non-action, or default of the other Party shall not constitute a waiver of any of such Party's rights under this Agreement.

17.2. Waiver by either Party to this Agreement of any right for any default of the other Party shall not constitute a waiver of any right for either Party for a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation.

17.3. No right or remedy of either Party under this Agreement or covenant, duty, or obligation of either Party under this Agreement shall be deemed waived by the other Party unless such waiver is in writing and signed by the waiving Party.

18. PARTIES AND SUCCESSORS.

18.1 Subject to the limitations and conditions set forth elsewhere herein, this Agreement shall bind and inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the Parties hereto.

19. CAPTIONS.

19.1. The captions in this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

20. NUMBER AND GENDER.

20.1 All genders used in this Agreement shall include the other genders, the singular shall include the plural, and the plural shall include the singular, whenever and as often as may be appropriate.

21. ENTIRE AGREEMENT.

21.1 This Agreement, including all exhibits which may be attached hereto (which exhibits are hereby incorporated herein by reference) contains the entire agreement between the Parties with respect to the subject matter hereof. Further, the terms and provisions of this Agreement shall not be construed against or in favor of a Party hereto merely because such Party or its counsel is the drafter of this Agreement.

22. NO WAIVER OF IMMUNITY OR DEFENSES.

22.1. This Agreement is made pursuant to Chapter 791 of the Texas Government Code. It is expressly understood and agreed that in the execution of this Agreement, neither Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, or any damage limitation or other protection provided to municipalities under any applicable law, except as provided herein. This section shall be liberally construed to carry out the intent of the city councils of Hudson Oaks and Willow Park and the Parties do hereby invoke said governmental immunity to the extent possible under the law.

23. NO THIRD PARTY BENEFICIARIES.

23.1 It is understood by the Parties that this Agreement is entered into for the mutual convenience and purposes of the Parties, and it is the Parties' intent that no other parties shall be construed as beneficiaries of this Agreement, including the owners, residents, or operators of property located in either city, regardless of whether such persons are anticipated to be customers under this Agreement.

24. AUTHORITY.

24.1 This Agreement was authorized by the Hudson Oaks City Council at its regular meeting on the _____ day of _____, 2024, and by the Willow Park City Council at its regular meeting on the _____ day of _____, 2024.

25. MUTUAL ASSISTANCE.

25.1 The Parties hereto agree to take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

26. ATTORNEY'S FEES.

26.1 In the event either Party defaults in the performance of any of the terms, agreements, or conditions contained in this Agreement and the enforcement of this Agreement, or any part thereof, is placed in the hands of any attorney who files suit upon the same, the non-prevailing Party shall pay the reasonable attorneys' fees, expenses, and costs of the prevailing Party.

27. REPRESENTATIONS.

27.1. By execution of this Agreement, each Party represents to the other that:

27.1.1 In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;

27.1.2 The undersigned officer or agent of the Party has been properly authorized by that Party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;

27.1.3 All payments required or permitted to be made by a Party will be made from current revenues available to the paying Party; and

27.1.4 All payments provided to be made hereunder by one Party to the other shall be such amounts as to fairly compensate the other Party for the services or functions performed hereunder.

27.2 The Parties hereto agree that services obtained pursuant to this Agreement are essential and necessary to the operation of each Parties' wastewater system, and that all payments made by the Parties hereunder shall constitute reasonable and necessary operating expenses of that Party's wastewater system within the meaning of Chapter 1502, Texas Government Code, and the provisions of any and all ordinances of either Party authorizing the issuance of any revenue bonds which are payable from its wastewater system.

EXECUTED to be effective as of the Effective Date.

CITY OF WILLOW PARK, TEXAS

CITY OF HUDSON OAKS, TEXAS

Mayor

Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

City Secretary

City Secretary

EXHIBITS



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: June 25, 2024	Department:	Presented By:
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AGENDA ITEM: Discussion and Action to begin eminent domain proceedings for the King’s Gate Road Bridge Replacement Project.

BACKGROUND:

The City of Willow Park owns a bridge located at King’s Gate Road over Clear Fork Trinity River, and this bridge is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program.

It is necessary for the City of Willow Park and the Texas Department of Transportation to replace the King’s Gate Road bridge which requires the purchase of property.

The city has notified the property owners of its intent to acquire the property owners' property for right-of-way purposes. The city provided a written final offer, made 30+ days after delivery of the initial offer, based on a written appraisal from a certified appraiser. Final offer letters were mailed on May 3rd, 2024. Property owners were given at least fourteen (14) days to respond to the final offer.

Negotiations to purchase the properties have not been successful to date. Final offers were not accepted within the given timeframe. Therefore, offers are considered as having been rejected. If the city cannot obtain a conveyance by negotiation, it will initiate eminent domain proceedings.

STAFF RECOMMENDATION:

Authorize staff to begin eminent domain proceedings for the King’s Gate Road Bridge Replacement Project.

EXHIBIT:

Legal Description and Survey of the Property