



CITY COUNCIL MEETING SEPTEMBER 22, 2026 AGENDA

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

Tuesday, September 22, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Pastor Clark Boshier of Willow Park Baptist Church will give the Invocation.

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

PUBLIC COMMENTS (Limited to five minutes per person)

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

CONSENT AGENDA

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

- 2. Approval of Regular City Council Meeting Minutes: September 8, 2026**

3. **Approval of a Resolution appointing a Voting Member and Alternate to the Fort Worth Water and Wastewater Wholesale Advisory Committee.** (*Public Works Director Chase McBride, Assistant City Manager Michelle Guelker*)
4. **Approval of the Weatherford Mountain Bike Club (WMBC) User Agreement renewal.** (*City Manager Toni Fisher; Parks Director Mandy McCarley; Public Works Director Chase McBride*)

REGULAR AGENDA ITEMS

5. **Discussion/Action: to consider approval of a Resolution to participate in the Parker County Utility Agency program.** (*Freese & Nichols; Assistant City Manager, Michelle Guelker*)
6. **Discussion/Action: to consider approval of the Interlocal Agreement for the creation of the Parker County Utility Agency.** (*Freese & Nichols; Asst City Manager Michelle Guelker*)
7. **Discussion/Action: to consider appointments of a Director and an Alternate for the Parker County Utility Agency** (*Freese & Nichols; Assistant City Manager Michelle Guelker, City Manager Toni Fisher*)
8. **Notice of Public Hearing:** to consider the establishment of an initial zoning classification of Class III – Business: “C” Commercial District upon approximately 0.82 acres of land, more or less, currently located within the city limits of the City of Willow Park, TX. The property being legally described as being situated in the James Oser Survey, Abstract No. 1029, Parker County, Texas. (Owner: BAR-KO Land Company, LLC)

OPEN HEARING:

CLOSE HEARING:

9. **Discussion/Action: to consider the establishment of an initial zoning classification of Class III – Business: “C” Commercial District upon approximately 0.82 acres of land, more or less, currently located within the of the City of Willow Park. The property being legally described as being situated in the James Oser Survey, Abstract No. 1029, Parker County, Texas. (Owner: BAR-KO Land Company, LLC)** (*City Planner Chelsea Kirkland; City Manager Toni Fisher*)
10. **Notice of Public Hearing:** to consider the establishment of an initial zoning classification of Class III Business: “C” Commercial District upon approximately 0.33 acres of land, more or less, currently located within the city limits of the City of Willow Park. The property being legally described as being situated in the James Oser Survey, Abstract No. 1029, Parker County, Texas, and being a portion of Lot 2, Block 1, in the Bankhead Commons Addition, an addition to Willow Park, Texas, as recorded in Cabinet F, Slide 494, in the Parker County, Texas Plat Records. (Owner: Willow Park Services, LLC)

OPEN HEARING:

CLOSE HEARING:

11. **Discussion/Action:** to consider the establishment of an initial zoning classification of Class III – Business: “C” Commercial District upon approximately 0.33 acres of land, more or less, currently located within the city limits of the City of Willow Park. The property being legally described as being situated in the James Oxer Survey, Abstract No. 1029, Parker County, Texas, and being a portion of Lot 2, Block 1, in the Bankhead Commons Addition, an addition to Willow Park, Texas, as recorded in Cabinet F, Slide 494, in the Parker County, Texas Plat Records. (Owner: Willow Park Services, LLC) (*City Planner Chelsea Kirkland; City Manager Toni Fisher*)
- [12.](#) **Discussion/Action:** to consider approval of the Final Plat for Tractor Supply Addition being 8.441 Acres, Lot 1 and Lot 2, Block 1, in the James Oxer Survey, AbstractNo. 1029 City of Willow Park, Texas. Property ID: 118980 (*City Planner, Chelsea Kirkland; City Manager Toni Fisher*)
- [13.](#) **Discussion/Action:** to consider appointment of 7-11 members of the Comprehensive Planning Advisory Committee (*City Manager Toni Fisher*)
- [14.](#) **Discussion/Action:** to consider approval of Information Technology 2026-2027 Annual Contract with Covington Services. (*Assistant City Manager Michelle Guelker; City Manager Toni Fisher*)
- [15.](#) **Discussion/Action:** to authorize Jacob & Martin Engineering to solicit bids for the replacement of the ground storage tank at the El Chico Pump Station. (*Jacob & Martin; Public Works Director Chase McBride*)
- [16.](#) **Discussion and Action:** to consider approval of Utility Fee Ordinance for Fiscal Year 2026-27. (*Public Works Director Chase McBride; Assistant City Manager Michelle Guelker*)
- [17.](#) **Discussion/Action:** Consideration and approval of a voter information document for the November 3, 2026 special election regarding certificates of obligation, including the adoptio of an ordinance pertaining thereto. (*Assistant City Manager Michelle Guelker*)

EXECUTIVE SESSION

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

18. **Section 551.071, Consultation with City Attorney:** City of Aledo, Texas and City of Fort Worth, Texas v. City of Willow Park, Texas, Beall-Dean Ranch and Parker County cause number: CV26-0175 in Parker County District Court, 43rd District; Mediated Settlement Agreement & Mutual Release.
19. **Section 551.074 Personnel; Section 551.071 Consultation with Attorney:** Police Chief Position

20. **Section 551.071(2): Consultation with the City Attorney on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Discussion regarding employee complaints.**
21. **Section 551.071 (2): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Discussion of Mayor requests for confidential documents.**
22. **Section 551.074 Personnel Matters: (a) (2) to hear a complaint or a charge against an officer of employee and 551.074 (b) Subsection (a) does not apply if the officer or employee who is the subject to the deliberation or hearing requests a public hearing; Public hearing to discuss a complaint submitted by the City Manager against the Mayor.**

RECONVENE INTO OPEN SESSION

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

23. **Discussion/Action: to consider action related to the complaint submitted by the City manager against the Mayor. (Mayor Teresa Palmer)**

INFORMATIONAL COMMENTS

24. **City Manager Comments - Staff Thanks/ Recognition(s); Response/Reaction to meeting.**

Community Interest - "National Night Out Event "- October 6, 2026, 6-8 pm @The District at Willow Park

25. **City Council/Mayor Comments: Response/Reaction to meeting**

26. **Future Agenda Items requested by Mayor, City Council Members or City Staff.**

ADJOURN

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

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

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

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times and was posted on the city website, and said Notice was posted on the following date and time: September 16, 2026, at/by 6:00 p.m. and remained so posted continuously for at least three (3) business days before said meeting is to convene.

Deana McMullen
City Secretary

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



CITY COUNCIL MEETING SEPTEMBER 8TH, 2026 MINUTES

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

Tuesday, September 08, 2026 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the meeting to order at 6:00 pm. and determined a quorum was present.

PRESENT

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

STAFF PRESENT:

City Manager - Toni Fisher

City Secretary - Deana McMullen

City Attorney - Judy El Masri

INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Mr. Marc Povero gave the Invocation and led the Pledge of Allegiance and the Texas Pledge given by all present.

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

Mayor Teresa Palmer read Bible verse:

Mayor Palmer recognized new business: Whit's Frozen Custard, 119 S Ranch House Rd. #800 Willow Park, TX 76087

Mayor Teresa Palmer will present a Proclamation to Freedom House to recognize October as Domestic Violence Awareness Month in Willow Park.

Mayor Teresa Palmer and Councilmember Chawn Gilliland presented a Proclamation to Freedom House to recognize October as Domestic Violence Awareness Month in the City of Willow Park.

PUBLIC COMMENTS (Limited to five minutes per person)

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The following citizens were present to give public comments:

1. Gene Martin
2. Houston Wingard

CONSENT AGENDA

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Motion was made to approve the Consent Agenda as presented.

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

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

2. Approval of Regular City Council Meeting Minutes:

August 18, 2026 Special Meeting

August 25, 2026 Regular Meeting

3. Approval of Interlocal Agreement with Parker County Sheriff Office for Jail Services for FY 2026-2027

4. Approval of Interlocal Agreement with Parker County Sheriff Office for Dispatch Services for FY 2026-2027

5. Approval of Holiday Schedule for FY 2026-2027

REGULAR AGENDA ITEMS

- 6. Public Hearing: The City of Willow Park City Council will hold a Public Hearing on the proposed Budget for the 2026-2027 Fiscal Year.** (*City Manager Toni Fisher, Assistant City Manager Michelle Guelker*)

The City of Willow Park City Council held a Public Hearing on the proposed Budget for the 2026-2027 Fiscal Year for anyone wishing to speak for or against this item.

Mayor Teresa Palmer opened the public hearing for anyone wishing to speak for or against this item at 6:17.

Ms. Carol Wagner spoke for this item.

Ms. Marcy Galle, spoke on this item.

With no further comments, Mayor Palmer closed the meeting at 6:26 pm.

- 7. Discussion/Action: to adopt an ordinance approving the adoption of the City of Willow Park Municipal Budget for Fiscal Year 2026-2027 Fiscal Year.** (*City Manager Toni Fisher; Assistant City Manager Michelle Guelker*)

Motion was made to approve Ordinance 947-26 as presented approving the adoption of the City of Willow Park Municipal Budget for Fiscal Year 2026-2027.

Motion made by Councilmember Contreras, Seconded by Councilmember Smith.

This motion required a roll call vote that was as follows:

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

- 8. Discussion/Action on Resolution No. 2026-34 Ratifying the Property Tax Increase reflected in the FU 2026-2027 Annual Budget. This tax rate will raise more total property taxes than last year's budget by \$124,891 or 3.38 % and of that amount, \$ 179,174 is revenue to be raised from new property added to the tax roll this year. **See Taxpayer Impact Statement Below****

Motion was made to approve Resolution number 2026-34 that the City Council hereby ratifies the property tax increase reflected in the Fiscal Year 2026-2027 Annual Budget and Acknowledges that the Budget will raise more total property taxes than last year's budget by \$124,891, or 3.38% and of that amount \$179,174 is tax revenue to be raised from new property added to the tax rolls this year.

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

9. Public Hearing: hold a public hearing on the proposed Ad Valorem Tax Rate for the 2026-2027 Fund Year (*City Manager Toni Fisher, Assistant City Manager Michelle Guelker*)

Mayor Teresa Palmer opened the Public Hearing on the proposed Ad Valorem Tax Rate for the 2026 2027 Fund Year at 6:29 pm for anyone wishing to speak on this item.

There was no one wishing to speak on this item.

Mayor Palmer closed the Public Hearing at 6:30 pm

10. Discussion/Action: to consider and act on approving an ordinance adopting an Ad Valorem Tax Rate and levy on assessed property not to exceed 0.429041 per \$100 valuation for tax year 2026 for the City of Willow Park, Texas, including a Levy for Debt obligations (\$0.25929) and a levy for Maintenance and Operations (\$0.169112) consistent with the Fiscal Year 2026-2027 Municipal Budget. (*City Manager Toni Fisher, Assitant City Manager Michelle Guelker*)

Motion was made to adopt Ordinance 948-26 as presented adopting and approving the Ad Valorem Tax Rate and levy on assessed property not to exceed 0.429041 per \$100 valuation for tax year 2026 for the City of Willow Park, Texas, including a Levy for Debt obligations (\$0.25929) and a levy for Maintenance and Operations (\$0.169112) consistent with the Fiscal Year 2026-2027 Municipal Budget.

Councilmember Eric Contreras Thanked City Manager Toni Fisher and Assitant City Manger Michelle Guelker for thier hard work on the preparation of the Budget for this year and getting it to a balanced budget and staying with the no new revenue tax rate.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

This item required a roll call vote as follows:

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

11. Public Hearing on voluntary annexation of approximately 0.82 acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas, as further identified as being a portion of the Parker County Appraisal District as Property ID #118980. (*City Planner Chelsea Kirkland, City Manager Toni Fisher*)

Mayor Teresa Palmer opened the public hearing at 6:33 pm for anyone wishing to speak for or against the voluntary annexation of approximately 0.82 acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas, as further identified as being a portion of the Parker County Appraisal District as Property ID #118980.

City Planner Chelsea Kirkland gave the Council and audience the brief on items 11, 12, 13 and 14 and also stated that this was unanimously approved by the Planning & Zoning Commission.

There was no one wishing to speak for or against this item.

Mayor Palmer closed the Public Hearing at 6:34 pm.

- 12. Discussion/Action: to consider approval of voluntary annexation of approximately 0.82 acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas, as further identified as being a portion of the Parker County Appraisal District as Property ID #118980. (City Planner Chelsea Kirkland, City Manager Toni Fisher)**

Motion was made to approve the voluntary annexation of approximately 0.82 acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas, as further identified as being a portion of the Parker County Appraisal District as Property ID #118980 as presented.

Motion made by Councilmember Gilliland, Seconded by Councilmember Crummel.

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

- 13. Public Hearing on voluntary annexation of approximately 0.33 acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas, as further identified as being a portion of the Parker County Appraisal District as Property ID #125053. (City Planner Chelsea Kirkland, City Manager Toni Fisher)**

Mayor Teresa Palmer opened the public hearing at 6:37 pm for anyone wishing to speak for or against the item on voluntary annexation of approximately 0.33 acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas, as further identified as being a portion of the Parker County Appraisal District as Property ID #125053.

There was no one wishing to speak on this item.

Mayor Palmer closed the public hearing at 6:37 pm

- 14. Discussion/Action: to consider approval of voluntary annexation of approximately 0.33 acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas, as further identified as being a portion of the Parker County Appraisal District as Property ID #125053. (City Planner Chelsea Kirkland, City Manager Toni Fisher)**

Motion was made to approve of voluntary annexation of approximately 0.33 acres of land being situated in the James Oxer Survey, Abstract Number 1029, Parker County, Texas, as further identified as being a portion of the Parker County Appraisal District as Property ID #125053 as presented.

Motion made by Councilmember Smith, Seconded by Councilmember Gilliland.

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

15. Discussion/Action: to consider appointment of the Capital Improvement Advisory Committee (*City Manager Toni Fisher, Assistant City Manager Michelle Guelker*)

Mayor Teresa Palmer recommended this item be tabled as this item was not posted correctly. The item should have stated Comprehensive Improvement Plan vs. Capital Improvement Plan.

City Manager Toni Fisher stated that to save time can we possibly add this item to the Special meeting to be held on Tuesday, September 15, 2026.

Motion was made to table this item and add the correct item needed to the Special meeting to be held on Tuesday, September 15, 2026 as discussed.

Motion made by Councilmember Gilliland, Seconded by Councilmember Contreras.

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

16. Discussion/Action: To consider approval of an ordinance to set regulations for Flock Cameras in Willow Park (*Councilmember Eric Contreras*)

Following a lengthy discussion it was suggested that this item be discussed further after a Chief of Police is appointed and then we can bring it back to the Agenda for guidelines.

Motion was made to direct staff and city attorney to rework the guidelines with comments made here and more information subject to Police Department guidelines and the intended usage for the cameras.

Motion made by Councilmember Contreras, Seconded by Councilmember Wright.

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

17. Discussion/Action: to set plans for information processes regarding Election for Home Rule Charter. (*Mayor Teresa Palmer*)

Mayor Teresa Palmer stated she added this item to the Agenda. She wanted to make sure that we are on track for the Charter Election in November stating that the Charter has to be mailed out and received at least 30 days prior to the election.

Staff informed Mayor Palmer that all steps necessary are in process of being taken care of.

No action was taken on this item.

EXECUTIVE SESSION

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

Mayor Teresa Palmer read the items for Executive Session and proceeded to try and discuss item 20 and 21 in open session. City attorney Judy El Masri stated that the Council needed to adjourn to executive session. Mayor Palmer continued to speak.

Motion was made to adjourn to executive session by Councilmember Scott Smith, seconded by Councilmember Eric Contreras. Mayor Palmer refused to call for a vote. Mayor Pro Tem Nathan Crummel called for the vote. The motion carried with five votes in approval and zero votes opposed.

The Council then adjourned into Executive Session at 7:20 pm to discuss items listed on the Agenda.

- 18. Section 551.071, Consultation with City Attorney: City of Aledo, Texas and City of Fort Worth, Texas v. City of Willow Park, Texas, Beall-Dean Ranch and Parker County cause number: CV26-0175 in Parker County District Court, 43rd District; Mediation Settlement Agreement.**
- 19. Section 551.071, Consultation with Attorney: City of Willow Park v. Halff & Associates. (Fort Worth Water Project)**
- 20. Section 551.071(2): Consultation with the City Attorney on a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Discussion regarding employee complaints.**
- 21. Section 551.071 (2): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Discussion of Mayor requests for confidential documents.**

RECONVENE INTO OPEN SESSION

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

Mayor Teresa Palmer called the regular meeting back to order at 8:31 pm and asked for any motions on any item discussed in Executive Session.

There were no actions on any items discussed in Executive Session.

INFORMATIONAL COMMENTS

- 22. City Manager Comments - Staff Recognition(s); Response/Reaction to meeting**

Community Interest: "National Night Out" Event - October 6, 2026 @ The District of Willow Park"

City Manager Toni Fisher wanted to shout out to Assistant City Manager Michelle Guelker with a Huge Thanks for the preparation of the City Budget. Michelle put together the Budget Book that has never been done here before and also included goals and accomplishments from each department. A Job very well done.

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

Councilmember Eric Contreras said Thank you again to Toni and Michelle for thier diligence and hard work on getting the City Budget done for this upcoming fund year. I know it was not easy and hard decisions had to be made.

Mr. Contreras also congratulated citizen Brian Grimes being appointed as County Manager for Parker County.

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

Mayor Teresa Palmer asked for an item to be added to a future Agenda to continue the discussion on Data Centers.

Councilmember Chawn Gilliland asked for an item on the Agenda to have employee recognitions and introductions, including information about themselves and thier job duties.

ADJOURN

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

Motion was made to adjourn this meeting at 8:38 pm

THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor

Date

City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: September 22, 2026	Department: Public Works	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion/Action: to approve a resolution appointing a voting member and alternate to the Fort Worth Water and Wastewater Wholesale Advisory Committee.

BACKGROUND:

The City of Willow Park is a wholesale water customer for the City of Fort Worth. Under the terms of the Wholesale Contract for Services the City will have a Voting Member and Alternate for the water and wastewater System Advisory Committee.

Staff will need City Council to appoint a Voting Member and an Alternate member to the Committee. The term for the fiscal year begins October 1, 2026 through September 30, 2027.

STAFF/BOARD/COMMISSION RECOMMENDATION:

I move to approve a resolution appointing Michelle Guelker as the voting member and Chase McBride as alternate to the Fort Worth Wholesale Committee.

EXHIBITS:

Resolution
Official Appointment Form

CITY OF WILLOW PARK, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS APPOINTING A VOTING MEMBER AND ALTERNATE MEMBER TO FORT WORTH WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE.

WHEREAS, the City of Willow Park, Texas is a wholesale water customer for the City of Fort Worth, Texas; and

WHEREAS, under the terms of the Wholesale Contract for Services the City Council of the City of Willow Park, Texas shall appoint a voting member and alternate member to the Wholesale Water and Wastewater Customer Advisory Committee; and

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

- (1) The City Council shall appoint a voting member and alternate member to serve on the Water and Wastewater Customer Advisory Committee for Fiscal Year beginning October 1, 2026 through September 30, 2027.
- (2) This Resolution is effective immediately upon passage.

PASSED by an affirmative vote of all members of the City Council, this 22nd day of September, 2026.

APPROVED:

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: September 22, 2026	Department: Administration/Parks/Public Works	Presented By: Toni Fisher, City Manager Mandy McCarley, Parks Director Chase McBride, Public Works Director
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AGENDA ITEM:

Discussion & Action: Approval of the Weatherford Mountain Bike Club (WMBC) User Agreement renewal.

BACKGROUND:

The City of Willow Park entered into a three-year User Agreement with the Weatherford Mountain Bike Club (WMBC) on December 1, 2023, to build and maintain our single-track hike & bike trail, “Trinity Trail”. This Agreement indemnifies the City of Willow Park, and the city is also listed as a Certificate Holder on WMBC’s \$2 Million Commercial General Liability Insurance policy. The Agreement in place expires on December 1, 2026.

STAFF & BOARD RECOMMENDATION:

Staff recommend approval and execution of the Weatherford Mountain Bike Club (WMCB) User Agreement renewal, effective as of December 1, 2026 through December 1, 2029, as presented.

EXHIBITS:

- User Agreement

RECOMMENDED MOTION:

Motion to approve the Weatherford Mountain Bike Club User Agreement renewal, as presented.

USER AGREEMENT

THIS USER AGREEMENT ('User Agreement') is made by and between the **CITY OF WILLOW PARK**, a municipality situated in Parker County in the State of Texas (hereinafter referred to as "City") acting by and through its duly authorized **City Council** or appointees, and **WEATHERFORD MOUNTAIN BIKE CLUB**, a Texas non-profit organization (hereinafter referred to as "WMBC"), acting by and through its duly authorized President.

SECTION 1 DESCRIPTION OF PROPERTY

1.01 The **City** hereby engages the **WMBC**, and the **WMBC** hereby agrees to construct and maintain mountain bike trails ("Trails") in the **City of Willow Park** hereafter called ("City Property") in this Agreement, as further described in Exhibit A, attached into this Agreement.

SECTION 2 DUTIES AND RESPONSIBILITIES

2.01 **WMBC** shall, at its sole cost and expense, construct and maintain the **Trails** in accordance with this Agreement. Any construction and maintenance of the **Trails** shall be subject to the following:

- 1. WMBC** shall take such steps as are appropriate to ensure that the work involved is properly coordinated with any related work performed by the **City**.
 - a. Prior to beginning construction of any new **Trails** within the **City**, the **WMBC** must first obtain the advance written approval of the **City Manager** or that person's designee.
 - b. **City** and **WMBC** agree that **WMBC** will construct the **Trails**:
 - i. In accordance with a set of plans and specifications pre-approved by the **City Manager** prior to beginning any construction;
 - ii. In accordance with all applicable laws, ordinance, rules, regulations, and specifications of all federal, state, county, city, and other governmental agencies applicable to the **City** now or hereafter in effect;
 - iii. In a good and workman-like manner;
 - iv. In accordance with the industry standards of care, skill, and diligence.
 - c. **WMBC** shall be solely responsible for initiating, maintaining, and supervising all safety precautions in connection with construction or material alteration of the **City Property** and **WMBC's** use thereof.

- d. Any work by **WMBC** prior to approval by the **City Manager** may be ordered stopped at the discretion of the **City Manager** and subject to removal and replacement by **WMBC** at **WMBC's** own expense.
- e. **Trail** maintenance shall include, but not be limited to: repairing and/or replacing that which is considered eroded or in disrepair; pruning of trees; removal of brush; and litter control.
- f. **WMBC** may mow and trim the **City Property** on a more frequent basis than current mowing schedules set by the **City Manager**, at its sole cost and expense. Mowing will be conducted in a manner to comply with set guidelines used for general mowing on any city property with the written permission of the **City Manager**. **WMBC** may prune trees and clear brush and all debris resulting from said work shall be removed by **WMBC**, at its sole cost and expense.
- g. **WMBC** shall keep the **City** informed of any modification planned for the **City Property** and shall not conduct any modifications including, but not limited to any trimming and/or pruning or tree removal, until written approval is obtained from the **City Manager**.
- h. **WMBC** shall provide the **City** with any maintenance schedules deemed necessary.
- i. **WMBC** shall not permit motorized vehicles, excluding mowing equipment, onto improved areas within the **City Property** without advance written permission by the **City Manager**.
- j. **WMBC** shall have the right to erect signs in compliance with all federal, state, and local statutes, ordinance, rules, regulations and specifications, displaying the **Trails** and the sponsorship of the activities by the **WMBC**, subject to the prior approval of the **City Manager**. **WMBC** shall post safety guidelines for the **Trails** in all areas of construction.

2.02 The **City** will perform the following:

- a. Make inspections to determine compliance with this Agreement.
- b. City will mow or cause to be mowed the **City Property** in accordance with the City's most current mowing practices.

2.03 Damage to any city-owned property shall be investigated by proper authorities and determined cause will be submitted in a timely manner.

In the event that any city-owned property should be damaged or destroyed by the **WMBC** during the performance of the **Trail** services hereunder, including, but not limited to, construction and maintenance of the **Trails**, the **WMBC** shall be solely responsible for all repairs or replacements. The **City** shall determine whether any damage has been done, the amount of the damage, the reasonable costs of repairing the damage, and whether **WMBC** is responsible. The City shall be the sole judge of the damage to the **City Property** in which judgment shall be exercised reasonably. Any damage by **WMBC** shall be repaired or replaced by **WMBC** to the reasonable satisfaction of the **City** within

thirty (30) calendar days of receipt of written notification from the **City**, unless agreed to otherwise by the parties in writing.

SECTION 3 TERMS OF AGREEMENT

- 3.01** Unless terminated earlier pursuant to the terms hereof, this **User Agreement** shall be **renewed** for a term of **three (3) years beginning DECEMBER 1, 2026 and ending on DECEMBER 1, 2029**. This **Term** may be renewed every **three (3) years** under the same conditions and terms only by mutual, written agreement of the parties. **WMBC** must advise the **City** in writing of its intent to renew this **User Agreement** at least 30 days prior, but no earlier than 90 days prior, to the termination date of the **Term**.

SECTION 4 ALTERNATIONS AND ADDITIONS

- 4.01** **WMBC** shall not make or cause to be made any alterations, additions, or improvements to the **City Property** without the prior written consent of the **City Manager** as set forth above in SECTION 2. The **City Manager** reserves the right to either approve or disapprove of any plans, either in whole or in part, as may be necessary in its sole and absolute discretion.
- 4.02** All alterations, additions, and improvements, including, but not limited to, the **Trails**, located on the described **City Property** mentioned in SECTION 1, made with the written consent of the **City Manager** shall, upon completion and acceptance by the **City**, become the property of the **City**.

SECTION 5 RIGHT OF ACCESS

- 5.01** The **City** does not relinquish the right to control the management of the **City Property**, **Trails** or any designated area mentioned in SECTION 1, or the right to enforce all necessary and proper rules for the management and operation of the same. The **City** through its City Manager, Director, Utility personnel, Police personnel, and Fire personnel, and any other designated representative, has the right at any time to enter any portion of the **City Property** without causing or constituting a termination of the use or any interference of the use of the **City Property** by **WMBC** for the purpose of inspecting and maintaining the same and doing any and all activities necessary for the proper conduct and operation of public property; provided this shall not authorize or empower **City** to direct the activities of **WMBC** or assume liability for **WMBC's** activities.

- 5.02 The **City** reserves the right to modify or remove any improvements made by **WMBC**, including but not limited to, the **Trails**, at the **City Property** as deemed necessary by the **City Manager**, in its sole discretion, for situations that include, without limitation, the following:
- a. **WMBC** ceases to maintain the **City Property** according to this Agreement.
 - b. The **City Property** becomes a hazard to the general public.
 - c. The **City** determines, in its sole discretion that another beneficial use for the **City Property** exists, to include, without limitations, street relocation; street alignment; and the installation of public utilities or improvements.

SECTION 6 INDEMNIFICATION, LIABILITY, AND WAIVERS

- 6.01 **WMBC** agrees to and does hereby defend, indemnify, and hold the **City**, its officers, agents, representative, and employees harmless against any and all claims, lawsuits, actions, costs, and expenses of any kind, including, but not limited to, those for property damage or loss (including alleged damage or loss to owner's business and any resulting lost profits) and/or personal injury, including death, that may related to, arise out of or be occasioned by: (i) **WMBC's** breach of any of the terms or provisions of this agreement or (ii) any act or omission or intentional misconduct of **WMBC**, its officers, agents, associates, employees, contractors, (other than the **City**), volunteers, or subcontractors, related to installation and maintenance of improvements in or to the medians, rights-of-ways, designated areas, waterways or creek beds located within the **City Property**, or the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or willful acts of the **City** or its officers, agents, employees, or separate contractors, and in the event of joint and concurrent negligence or will acts of both **WMBC** and **City** or its officers, agents, employees, or separate contractors, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas.
- 6.02 **WMBC** covenants and agrees that the **City** shall in no way nor under any circumstances be responsible for any property belonging to **WMBC**, its members, employees, agents, contractors, subcontractors, invitees, licensees, volunteers or trespassers, which may be stolen, destroyed, or in any way damaged, and **WMBC hereby indemnifies and hold harmless the City from and against any and all such claims**. The **City** does not guarantee police protection and will not be liable for any loss of damage sustained by **WMBC**, its members, employees, agents, contractors, subcontractors, invitees, licensees, or trespassers on any of the **City Property**.
- 6.03 **WMBC** agrees to forever release and waive all claims against the **City**, its departments, officers, agents, employees, and representative for any and all claims, lawsuits, damages,

and liabilities, including, but not limited to, personal injury (including death) and property damage or loss, from any act or omission of **WMBC**, its employees, officers, agents, representative, and volunteers in connection with this Agreement. **WMBC** shall ensure that each and every community participant or volunteer that assists the **WMBC** in the fulfillment of this Agreement executes the **City's** release, waiver, and indemnification agreement before providing or performing any service at the **City Property**, a copy of which is attached as Exhibit B. **WMBC** shall retain a copy of said agreement during the term of this Agreement and for three years thereafter and shall provide the **City** with all originals upon request. **WMBC** acknowledges and understands that the waiver, release, and indemnification agreements attached as Exhibit B is only effective for one year from the date of signature of each individual community participants; therefore, **WMBC** shall ensure that each community participant has a currently executed the **City's Release, Waiver, & Indemnification Agreement** as provided in Exhibit B, prior to allowing that person to provide or perform any services at the **City Property**.

- 6.04** It is further agreed that the acceptance of this release shall not constitute a waiver by the **City of Willow Park** of any defense of governmental immunity, where applicable, or any other defense recognized by the Statutes and Court decisions of the State of Texas.

SECTION 7 INSURANCE

- 7.01** **The City of Willow Park** will not require insurance under this Agreement unless the fulfillment of any obligations hereunder requires the use of a contractor or riding equipment, which may include, without limitation a riding lawnmower or bulldozer. If the fulfillment of any obligations requires the use of a contractor, then the contractor must have, at a minimum, insurance coverage as detailed below. Likewise, if the **WMBC** desires to use riding equipment to fulfill any obligation under this Agreement, then the **WMBC** must have at a minimum, insurance coverage as detailed below. Prior to commencing any work, the **WMBC** and/or its contractor (as applicable) shall deliver to **City** certificates documenting a \$1,000,000-dollar minimum liability insurance coverage listing the City of Willow Park as a certificate holder and/or additional insured as City of Willow Park, 120 El Chico Trail, Ste A, Willow Park TX 76087, as its interest may appear. The **City** may elect to have the **WMBC** or its contractor submit its entire policy for inspection. All insurance must be maintained through the term that such activities shall take place on the **City Property**. The **City** requires **WMBC** to provide additional automobile insurance certificates for any use of contractual equipment to include, but not limited to riding lawnmower or bulldozer which will be used on **City Property**.

- a. Insurance coverage and limits:
 - i. Commercial General Liability Insurance \$1,000,000 each occurrence
 - ii. \$2,000,000 aggregate

- b. Automobile Liability Insurance:
 - i. Coverage on vehicles involved in the work performed under this contract: \$1,000,000 per accident on a combined single limit basis or: \$500,000 bodily injury each person: \$1,000,000 bodily injury each accident: and \$250,000 property damage.
 - ii. The named insured and employees of **WMBC** or its contractor shall be covered under this policy.
 - iii. The **City of Willow Park** shall be named as a certificate holder and/or additional insured as City of Willow Park, Parker County, as its interests may appear.
 - iv. Liability for damages occurring while loading, unloading and transporting materials collected under the Agreement shall be included under this policy.
- c. Worker's Compensation:
 - i. Coverage A: Statutory limits
 - ii. Coverage B: \$100,000 each accident
 - iii. \$500,000 disease-policy limit
 - iv. \$100,000 disease-each employee
- d. Miscellaneous
 - i. Applicable policies shall be endorsed to name the City of Willow Park as a certificate holder and/or additional insured as City of Willow Park, 120 El Chico Trail, Ste A, Willow Park TX 76087, as its interests may appear. The term **City** shall include its employees, officers, officials, agents, and volunteers as respect to services.
 - ii. Certificate(s) of Insurance shall document that insurance coverage specified herein are provided under applicable policies documented thereon.
 - iii. Any failure on part of the **City** to request required insurance documentation shall not constitute a waiver of the insurance requirements.
 - iv. Any failure on the part of the **WMBC** to maintain the required insurance as so stated will result in immediate termination of this **User Agreement**.
 - v. **WMBC** will be required to submit a Special Event Application to the Parks, Recreation & Special Event Department, City of Willow Park, for any organized event on **City Property** no later than (30) days prior to the special event including any additional insurance or other requirements as necessary.
 - vi. **WMBC** will provide a minimum of a thirty (30) day notice of cancellation or material change in coverage to the **City**. A ten (10) day notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto **WMBC's** or its contractor's insurance policies. Notice shall be sent to City Manager, City of Willow Park, 120 El Chico Trail, Ste A, Willow Park TX 76087.

- vii. Insurers for all policies must be authorized to do business in the State of Texas or be otherwise approved by the **City**; and such insurers shall be acceptable to the **City** in terms of their financial strength and solvency.
- viii. Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the **City** in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups also must be approved. Dedicated financial resources or Letter of Credit may also be acceptable to the **City**.
- ix. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the **City** as respects to the **User Agreement**.
- x. The **City** shall be entitled, upon its request and without incurring expense, to review the **WMBC's** or its contractor's insurance policies including endorsements thereto and at the **City's** discretion, the **WMBC** or its contractor may be required to provide proof of insurance premium payments.
- xi. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the **City** approves such exclusions.
- xii. The **City** shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of contractor's overhead.
- xiii. All insurance required above shall be written on an occurrence basis in order to be approved by the **City**.
- xiv. If **WMBC** does not have employees or automobiles, **WMBC** will not be required to obtain Auto Liability or Worker's Compensation insurance.

7.02 In the case of hosting a Special Event on said **City Property**, **WMBC** will abide by Special Event insurance requirements when submitting a request to the **City** on a special event application along with any other requirements needed during the Special Event timeframe.

SECTION 8 CHARITABLE ORGANIZATION

8.01 **WMBC** agrees that if it is a charitable organization, corporation, entity or individual enterprise have, claiming or entitled to any immunity, exemption (statutory or otherwise) or limitation from and against liability for damage or injury to property or person under the provisions of the Charitable Immunity and Liability Act of 1987, C.P.R.C., et seq., or other applicable law, that **WMBC** hereby expressly waives its right to assert or plead defensively any such immunity or limitation of liability as against the **City**. If applicable, **WMBC** annually shall submit proof of a 501 (c) (3) certificate of eligibility to the **City**.

SECTION 9 INDEPENDENT CONTRACTOR

- 9.01** WMBC shall perform all work and services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the **City**. WMBC shall have exclusive control of, and the exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees and subconsultants (or subcontractors). Nothing herein shall be construed as creating a partnership or joint venture between the **City** and WMBC, its officer, agents, employees and subconsultants (or subcontractors), and doctrine of respondent superior has no application as between the **City** and WMBC.

SECTION 10 COMPLIANCE WITH LAWS; LICENSES AND PERMITS

- 10.01** This **User Agreement** will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to all provisions of the **City's** Charter and ordinances, as amended.
- 10.02** WMBC shall obtain and keep in effect at its own cost and expense all licenses and permits, and pay all taxes incurred or required in connection with this **User Agreement** and its operations hereunder.

SECTION 11 LIENS

- 11.01** WMBC agrees not to take any action that would result in the creation of any lien on **City Property**. In the event that a lien is filed, as a result of any action of WMBC, WMBC will take all necessary steps to bond around or remove the lien within 10 days of filing.

SECTION 12 TERMINATION AND DEFAULT

- 12.01** Either party may terminate this **User Agreement** without cause by the giving of a thirty (30) day notice in writing to the other party.
- 12.02** WMBC shall be in default under this **User Agreement** if WMBC breaches any term or conditions of this **User Agreement** and such breach remain uncured after thirty (30) calendar days following receipt of written notice from the **City** referencing this **User Agreement** (or, if WMBC has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days

to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith). After notice and opportunity to cure as provided in the **User Agreement**, the **City** shall have the right, and without further notice, to declare this **User Agreement** immediately terminated and to enter into and take full possession of the **City Property** save and except such personal property and equipment as may be owned by **WMBC**.

SECTION 13 NON-DISCRIMINATION/DISABILITIES

- 13.01 WMBC**, in its construction, maintenance, occupancy, or use of said **City Property** shall not discriminate against any person or persons because of race, age, gender, religion, color national origin, sexual orientation, disability or any other legally protected class of individuals.

SECTION 14 NOTICES

- 14.01** All notices required or permitted under this **User Agreement** shall be conclusively determined to have been delivered when:
- a. Hand-delivered to the other party, its agent, employee, servant, or representative or
 - b. Received by the other party by reliable overnight courier or United States Mail, postage prepaid, return receipt requested, at the address stated below or to such other address as one party may from time to time notify the other in writing.

CITY:
City of Willow Park
120 El Chico Trail, Ste A
Willow Park, TX 76087

WMBC:
Weatherford Mountain Bike Club
President - Lawrence Colvin
200 South Oakridge Drive 101
Hudson Oaks, Texas 76087-2501

SECTION 15 VENUE AND JURISDICTION

- 15.01** This **User Agreement** shall be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this **User Agreement** shall be in Parker County 43rd District Court, 117 Fort Worth Highway, Weatherford, Texas 76086.

SECTION 16 SUBLETTING, ASSIGNING, MORTGAGING

- 16.01** WMBC agrees that it will not subcontract or assign all or any part of its rights, privileges or duties hereunder without the prior written consent of the **City Manager**, and any attempted subcontract or assignment of same without such prior consent of the **City Manager**, shall be void. Consent shall not be unreasonably withheld.
- 16.02** Subject to the limitations contained herein, the covenants, conditions, and agreements made and entered into by the parties hereunder are declared to be for the benefit of and binding on their respective successors, representatives, and permitted assigns, if any.

SECTION 17 WAIVER, SECTION HEADINGS, SEVERABILITY, AND AMENDMENTS

- 17.01** It is agreed that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition, or provision herein contained, provided however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either **WMBC** or the **City** in connection with the rights and obligations contained in the valid covenants, conditions, or provisions of this **User Agreement**.
- 17.02** The waiver by the **City** of any default or breach of a term, covenant, or condition of this **User Agreement** shall not be deemed to be a waiver of any other breach of that term, covenant or condition or any other term, covenant, or condition of this **User Agreement**, regardless of when the breach occurred.
- 17.03** The headings in this **User Agreement** are inserted for reference only, and shall not define or limit the provisions hereof.
- 17.04** Except as otherwise provided in this **User Agreement**, the terms and provisions of this **User Agreement** may not be modified or amended except upon the written consent of both the **City** and **WMBC**.

SECTION 18 FORCE MAJEURE

- 18.01** If either Party is unable, either in whole or part, to fulfill its obligations under this **User Agreement** due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises;

earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency of the United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collective, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the **City** may in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the **City** sees fit. **WMBC** hereby waives any and all claims it may have against the **City** for damages resulting from any such Force Majeure Events.

SECTION 19 CONDITION OF THE CITY PROPERTY

- 19.01 WMBC** accepts the **City Property** in its present condition, finds it suitable for the purposes intended, and further acknowledges that it is thoroughly familiar with such condition by reason of a personal inspection and does not rely on any representations by **City** as to the condition of the **City Property** or its suitability for the purposes intended.
- 19.02 WMBC** accepts the **City Property** herein described subject to all previous recorded easements, if any, that may have been granted on, along, over, under or across said **City Property**, and releases **City** from any and all damages, claims for damages, loss or liabilities that may be caused to all invitees, licensees, or trespassers by reason of the exercise of such rights or privileges granted in said easements.

SECTION 20 GOVERNMENTAL POWERS AND AUTHORIZATION

- 20.01** It is understood that by execution of this **User Agreement**, the **City** does not waive or surrender any of its governmental powers.
- 20.01** By executing this **User Agreement**, **WMBC's** agent affirms that he or she is authorized by **WMBC** to execute this **User Agreement** and that all representations made herein with regard to **WMBC's** identity, address and legal status (corporation, partnership, individual, etc.) are true and correct.

SECTION 21 COUNTERPARTS AND ELECTRONIC SIGNATURES

21.01 This **User Agreement** may be executed in several counter parts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

SECTION 22 AUDIT

22.01 **WMBC** agrees that **City** and its internal auditor will have the right to audit, which shall include, but not be limited to, the right to complete access to and the right to examine, the financial and business records of **WMBC** that relate to this **User Agreement**, including, but not limited to, all necessary books, papers, documents, records, and personnel, (collectively “Records”) in order to determine compliance with this **User Agreement**. **WMBC** shall make all **Records** available to **City** at a location in City of Willow Park offices acceptable to both parties within thirty (30) days after written notice by **City** and shall otherwise cooperate fully with **City** during any audit. Notwithstanding anything to the contrary herein, this section shall survive expiration or earlier termination of this **User Agreement** for a period of three (3) years.

SECTION 23 ENTIRE UNDERSTANDING, BINDING COVENANTS, AND CONSTRUCTION

23.01 This **User Agreement** including all exhibits attached hereto constitutes the final, entire, and complete agreement between **WMBC** and the **City** and supersedes any prior and contemporaneous negotiations, understandings, representation, and/or agreement between the parties. Any prior of contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

EXECUTED on this date to be effective on date set forth in Section 3.

CITY OF WILLOW PARK

Recommended for approval by: _____ Date: _____
Toni Fisher, City Manager

WEATHERFORD MOUNTAIN BIKE CLUB

Represented by: (Print Name) Lawrence Colvin (Title) President

Signature: _____ Date: _____

APPROVED AS TO FORM AND LEGALITY: _____
Judy El Masri, City Attorney Date

APPROVED: _____
Teresa Palmer, Mayor Date _____

ATTEST: _____
Deana McMullen, City Secretary Date



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: September 22, 2026	Department: Admin	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion/Action: to approve participation in the Parker County Public Utility Agency, approve the Agreement Regarding the Creation and Initial Funding of the Parker County Public Utility Agency and the City's initial annual funding payment, and appoint a Director and Alternate to the Agency Board of Directors.

BACKGROUND:

The Parker County Hydrology 2050 Committee has recommended creation of the Parker County Public Utility Agency (PUA) to promote regional coordination among water providers, develop additional drinking water supplies, and provide potable drinking water throughout Parker County. Willow Park is one of the participating public entities identified in the proposed creation resolution.

Council is being asked to take three related actions. First, adopt the concurrent resolution approving creation of and Willow Park's participation in the Parker County PUA. Second, approve the Agreement Regarding the Creation and Initial Funding of the PUA and authorize the City's initial annual cost share of \$20,000, due to Parker County no later than September 30, 2026. The City falls within the \$20,000 annual cost-share category for populations of 5,000 to 10,000. If the Agency is not created on or before May 31, 2027, the initial payment is to be returned to the City in full. Third, appoint Michelle Guelker as Willow Park's Director and Chase McBride as Alternate to the PUA Board of Directors.

STAFF/BOARD/COMMISSION RECOMMENDATION:

I move to approve the resolution creating and authorizing the City of Willow Park's participation in the Parker County Public Utility Agency;

I move to approve the Agreement Regarding the Creation and Initial Funding of the Parker County Public Utility Agency and authorize the City's \$20,000 initial annual funding payment; and

I move to approve the resolution appointing Michelle Guelker as Director and Chase McBride as Alternate to the Parker County Public Utility Agency Board of Directors.

EXHIBITS:

- Resolution Creating the Parker County Public Utility Agency
- Agreement Regarding the Creation and Initial Funding of the Parker County Public Utility Agency
- Resolution Appointing Director and Alternate to the Parker County Public Utility Agency Board of Directors

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK CREATING THE PARKER COUNTY PUBLIC UTILITY AGENCY; MAKING FINDINGS OF FACT; PROVIDING FOR RELATED MATTERS; PROVIDING FOR AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

* * *

WHEREAS, Subchapter C of Chapter 572, Texas Local Government Code, as amended (the "PUA Act") authorizes two or more public entities that have the authority to engage in the conservation, storage, transportation, treatment, or distribution of water, to join together to create a public utility agency by adoption of concurrent ordinances or resolutions; and

WHEREAS, the PUA Act authorizes a public utility agency to, among other things, (i) acquire, plan, finance, construct, own, operate, or maintain facilities necessary or incidental to the conservation, storage, transportation, treatment, or distribution of water, including plant sites, rights-of-way, and property, equipment, or rights of any kind useful in connection therewith (collectively, "facilities"); (ii) enter into a contract, lease, or agreement, with or accept a grant or loan from a department or agency of the United States, a municipality or political subdivision of this state, or a public or private corporation or person for the management and operation of agency facilities or the acquisition, construction, financing, maintenance, operation, provision, or receipt of a facility, service, or product; (iii) sell, lease, convey, or otherwise dispose of all or a portion of any right, interest, or property the agency considers to be unnecessary for the efficient operation or maintenance of its facilities; and (iv) adopt rules to govern the operation of the agency and its employees, facilities, and services; and

WHEREAS, the PUA Act provides that a public utility agency is (i) a separate agency; (ii) a political subdivision of this state; (iii) a political entity and corporate body; (iv) a retail public utility for the purposes of Chapter 13 of the Texas Water Code, as amended; (v) conferred all the other powers and obligations that are related to facilities and that are provided by law to a municipality that owns a facility, except as limited therein; and

WHEREAS, the Parker County Hydrology 2050 Committee was created to plan for the development of water supply solutions needed to meet the significant growth in water demands occurring in Parker County and, as part of its efforts, said Committee has recommended that interested public entities come together to create and participate in a public utility agency under the PUA Act; and

WHEREAS, the City of Willow Park is a Type A general-law municipality, a political subdivision of the State of Texas authorized by the general laws of this state to engage in the conservation, storage, transportation, treatment, or distribution of water, and a "public entity" for purposes of the PUA Act; and

WHEREAS, the City of Aledo, the Town of Annetta, the Town of Brock, the City of Cool, the City of Cresson, the City of Hudson Oaks, the City of Millsap, Parker County, the Town of Peaster, the City of Springtown, the Upper Trinity Groundwater Conservation District, the Walnut Creek Special Utility District, the City of Weatherford, and the City of Willow Park (collectively, the "Participants"), each of which is a "public entity" under the PUA Act, have considered the creation of a public utility agency to be designated the "Parker County Public Utility Agency"; and

WHEREAS, the Participants believe that the creation of the Parker County Public Utility Agency (the "Agency") will serve the best interests of their citizens and residents, and promote regional coordination among water providers in Parker County, the development of additional drinking water supplies, and the provision of potable drinking water throughout Parker County, Texas; and

WHEREAS, notice of intent to create the Agency and the proposed adoption of this Resolution has been published as required by law including, but not limited to, Section 572.024 of the PUA Act, as amended; and

WHEREAS, the City Council of the City of Willow Park has not been presented with a petition meeting the requirements of Section 572.056(a) of the PUA Act and requesting that a referendum be called on the adoption of this Resolution and the creation of and participation in the Agency by the City of Willow Park;

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

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Creation of Agency. The Parker County Public Utility Agency is hereby created and approved by each and all of the Participants named hereinabove, subject to each of the Participants named hereinabove approving an ordinance or resolution substantially identical to this Resolution no later than May 31, 2027.

Section 3. Nature of the Agency. The Agency is a political subdivision of this state, a political entity and corporate body, and a governmental unit within the meaning of Subdivision (2) of Section 101.001, Texas Civil Practice & Remedies Code, as amended, separate and distinct from each and all of the Participants. Further, the Agency is a retail public utility for the purposes of Chapter 13 of the Texas Water Code, as amended, and the operations of the Agency are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Sec. 101.001 *et seq.*, Texas Civil Practice & Remedies Code, as amended.

Section 4. Board of Directors. (a) The Agency shall be governed by a Board of Directors (the "Board"). The Board is responsible for the management, operation, and control of the property belonging to the Agency.

(b) Members of the Board shall be appointed by the Participants by place as follows:

- Place 1 representing the City of Aledo;
- Place 2 representing the Town of Annetta;
- Place 3 representing the Town of Brock;
- Place 4 representing the City of Cool;
- Place 5 representing the City of Cresson;
- Place 6 representing the City of Hudson Oaks;
- Place 7 representing the City of Millsap;
- Place 8 representing Parker County;
- Place 9 representing the Town of Peaster;
- Place 10 representing the City of Springtown;
- Place 11 representing the Upper Trinity Groundwater Conservation District;
- Place 12 representing the Walnut Creek Special Utility District;
- Place 13 representing the City of Weatherford; and
- Place 14 representing the City of Willow Park.

Further, each Participant shall have the right to appoint an alternate Director to attend meetings and, to the maximum extent allowed by law, vote and otherwise exercise the powers of the regular Director appointed by such Participant when the regular Director member is absent, incapacitated, or otherwise unable to participate in Board meetings. The Board may adopt bylaws consistent with the foregoing to establish procedures for the appointment of regular and alternate Directors by Participants.

Section 5. Director Qualifications; Conflicts; Fees of Office and Expenses. (a) To be qualified to serve as a director, a person shall be at least 18 years old and a qualified voter within the State of Texas.

(b) A Director may not have a personal interest in a contract executed by the Agency other than as an employee, officer, or member of the governing body of the Participant that appointed the Director.

(c) Subject to provisions of bylaws to be adopted by the Directors, a Director is entitled to compensation by the Agency only as permitted by Section 572.057(c)&(e) of the PUA Act.

Section 6. Terms of Directors; Removal. (a) The terms of office of the initial Directors shall be determined by lot at the organizational meeting of the Board, with a simple majority of the Directors serving a four-year term of office ending on the uniform election date in May 31, 2030 and the remaining Directors serving a two-year term of office ending on May 31, 2028. Thereafter, Directors shall serve staggered four-years terms of office. A person may be appointed to consecutive terms of office. The Board is specifically authorized and directed to adopt procedures in its bylaws for the regular appointment of Directors, and for the timely appointment of a Director to fill the unexpired term of a Director in the event of a vacancy due to ineligibility, removal, resignation, incapacity, or death.

(b) Any Director may be removed from office at any time, with or without cause, by the Participant that appointed such Director. In addition, the Board by unanimous vote of its remaining Directors may remove a Director only if that Director has missed one-half or more of the regular meetings of the Agency scheduled during the prior twelve months. In its bylaws, the Board shall establish policies and procedures to notify a Director, and the Participant that appointed the Director, of a Board meeting at which removal will be considered.

Section 7. Board Officers; Ex Officio Directors. (a) The officers of the Board shall consist of the President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, and a Treasurer, which officers shall be elected by the Board. The President shall be the chief executive officer of the Agency and shall preside over the meetings of the Board. Any Vice-President may perform all duties and exercise all powers conferred on the President when the President is absent or fails, refuses, or is unable to act. The Secretary of the Board or one of the Assistant Secretaries is responsible for keeping the minutes of the meetings of the Board and all official records of the Board and may certify as to the accuracy or authenticity of any actions, proceedings, minutes, or records of the Board or of the Agency. The duties of the other Officers may be provided in the bylaws of the Agency.

(b) The Board shall establish a category of Ex Officio Directors to represent retail public utilities that, by agreement entered into with the Participants, financially contribute to the creation and operation of the Agency. The Board may establish other categories of Ex Officio Directors at its discretion. The Board shall provide for the duties and responsibilities of the Ex Officio Directors in bylaws, rules, or regulations to be adopted by the Board. Any person designated as an Ex Officio Director is entitled to notice of, and to attend, meetings of the Board, but shall not be entitled to vote on business before the Board.

Section 8. Votes of Directors. (a) Except as expressly provided in Section 5(b) hereof, or in the PUA Act or other law, a Director is entitled to vote on all matters before the Board including, without limitation, all projects to be considered by the Board in all service areas of the Agency, and all matters involving any Participant, including the Participant that appointed the Director.

(b) Except for matters requiring approval by Weighted Vote provided in subsection (c) hereinafter, approval by a majority of the Directors present at a meeting is sufficient for approval of any matter coming before the Board

(c) Approval by Weighted Vote of the Directors shall be required with respect to:

- (1) any contract with a value of \$500,000 or more;
- (2) the issuance of bonds, notes, or other obligations by the Agency; and
- (3) approval of the withdrawal of a Participant from the Agency as and if required under the PUA Act.

If a matter requires approval by Weighted Vote, approval by 66.7% of the Weighted Vote of all Directors eligible to vote is necessary .

(d) With respect to the approval of matters by Weighted Vote, the Weighted Vote of each Director shall be calculated as follows:

- (1) Each Director is initially allotted 1 vote.
- (2) A Director shall be allotted additional votes based on the population of the Participant appointing the Director, as provided hereinafter. If a Participant's population exceeds 3,000, then the Director appointed by that Participant shall be allotted 1 additional vote per 3,000-person increment that Participant's population exceeds 3,000. Except as further provided below with respect to certain Participants, populations shall include only persons residing or located within a Participant's service area (i) inside of Parker County, and (ii) outside of Parker County, if and to the extent the service area located outside of Parker County is served by a water supply system that also serves areas within Parker County during normal operation. A Participant's population shall be determined on an annual basis by reference to the following sources, in the priority stated: (1) the most recent data submitted by the Participant to the Texas Water Development Board ("TWDB") under the TWDB Annual Water Use Survey; (2) Intercensal population estimates available through the U.S. Census Bureau; or (3) other reliable population data provided by or applicable to the Participant and acceptable to the Board. With respect the votes allotted to the Director appointed by Parker County, the population of Parker County shall exclude persons residing or located within the boundaries of, or otherwise attributed to, other Participants. With respect to the votes allotted to the Director appointed by Walnut Creek Special Utility District, the population of Walnut Creek Special Utility District shall include only persons residing or located within Parker County. Notwithstanding anything above, no additional population votes shall be allotted to the Director appointed by Upper Trinity Groundwater Conservation District.
- (3) A Director shall be allotted additional votes based on the average daily water demand of the Participant appointing the Director, as provided herein after. If a Participant's average daily water demand exceeds 1 million gallons (1 MGD), then the Director appointed by that Participant shall be allotted 1 additional vote for each full 1 MGD increment that the Participant's average daily water demand exceeds 1 MGD. A Participant's average daily water use shall be determined on an annual basis by reference to the following sources, in the priority stated: (1) the most recent data submitted by the Participant to the TWDB under the TWDB Annual Water Use Survey, or (2) other reliable water usage data provided by or applicable to the Participant and acceptable to the Board.

- (4) Each Director's allotted number of votes shall be calculated as a percentage of the total number of votes allotted to all Directors. A Director's voting percentage shall be limited to not more than 25%. If a Director's voting percentage is so limited, the remaining voting percentage shall be equally distributed to the remaining Directors, providing, however, that no other Director's voting percentage may exceed 25% as a result of the distribution. Percentage calculations shall be rounded to the nearest 1/10th of 1%.

The Board is specifically authorized to adopt additional policies and procedures in its bylaws that are consistent with the above provisions in order to facilitate the calculation of each Director's percentage of the Weighted Vote.

Section 9. Board Procedures. The Board shall prepare and adopt bylaws for the Agency, and shall hold regular, special, or emergency meetings at times and on days or dates as specified in those bylaws. The Board shall provide in its bylaws for the method of execution for all contracts, the signing of checks, and the handling of any other matters approved by the Board.

Section 10. Fiscal Year. The fiscal year of the Agency shall begin October 1st of each calendar year; provided, however, that the first fiscal year shall begin upon the effective date of the Agency's creation and end September 30, 2027.

Section 11. Employees. The Board may appoint and employ all persons, firms, corporations, partnerships, and other entities considered necessary to conduct the affairs of the Agency, including engineers, attorneys, financial advisors, accountants, a general manager, and other employees or consultants.

Section 12. Powers and Authority. Except as expressly limited herein, the Agency shall have and may exercise all of the rights, powers, privileges, authority, and functions conferred under the PUA Act, together with all of the other power, privileges, authority, and functions conferred by State law.

Section 13. Incurrence of Debt and Financial Obligations. The Agency shall not issue bonds, notes, or any debt obligation, or by contract undertake a financial obligation, that will not be payable from funds available, or revenues of the water and wastewater utilities, systems, and facilities constructed or purchased, or by binding contractual commitments made by Participants and legal entities to purchase increments or portions of the water and wastewater utilities, systems and facilities that are constructed or purchased.

Section 14. Boundaries; Changes in Participation. (a) In accordance with Section 572.055 of the PUA Act, the boundaries of the Agency shall include the territory within the boundaries of each of the Participants named hereinabove, as the boundaries of such Participants are changed periodically, subject further to changes in participation in the Agency as described below.

- (b) Participation in the Agency is subject to change as provided by Section 572.053 of

the PUA Act. Under such provision, the public entities that participate in the Agency may by concurrent ordinances (i) add a public entity to, or delete a public entity from, participation in the Agency; or (ii) dissolve the Agency and transfer all obligations, assets, permits, and licenses of the public utility agency to the remaining public entities. Section 572.053 of the PUA Act further provides that a participating public entity may withdraw from the Agency by providing an ordinance or resolution of the governing body of the participating public entity to the Agency not later than the 180th day before the proposed date of withdrawal, or otherwise required by the PUA Act. A Participant may not withdraw from the Agency if any outstanding bonds, notes, or other obligations of the Agency are secured by the revenues of the Participant, unless the Agency adopts a resolution approving the withdrawal in accordance with the PUA Act.

Section 15. Service Area. The Agency's service area shall consist of the following:

- (1) Territory in Parker County;
- (2) Service areas of the Participants located (i) inside of Parker County, and (ii) outside of Parker County if and to the extent the service area located outside of Parker County is served by a water supply system that also serves areas within Parker County during normal operation;
- (3) Service area of any future customers of the Agency; and
- (4) General area where any infrastructure owned by the Agency is located.

Section 16. Amendment. Except as otherwise provided by law, amendment to any provision within this Resolution requires each Participant to adopt a concurrent ordinance or resolution that includes such amendment.

Section 17. Effective Date. This Resolution shall take effect immediately upon adoption and the effective date for creation of the Agency shall be the date that the last Participant named hereinabove shall approve of an ordinance or resolution substantially identical to this Resolution, but no later than May 31, 2027, as provided in Section 2 hereof. In the event that all Participants named hereinabove have not approved of an ordinance or resolution substantially identical to this Resolution on before May 31, 2027, this Resolution shall be null and void.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Willow Park on this the 22nd day of September, 2026.

CITY OF WILLOW PARK

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

**AGREEMENT REGARDING
THE CREATION AND INITIAL FUNDING OF
THE PARKER COUNTY PUBLIC UTILITY AGENCY**

* * *

THIS AGREEMENT REGARDING THE CREATION AND INITIAL FUNDING OF THE PARKER COUNTY PUBLIC UTILITY AGENCY (the "Agreement") is entered into, effective September 1, 2026 (the "Effective Date"), by and among the City of Aledo, the Town of Annetta, the Town of Brock, the City of Cool, the City of Cresson, the City of Hudson Oaks, the City of Millsap, Parker County, the Town of Peaster, the City of Springtown, the Upper Trinity Groundwater Conservation District, the Walnut Creek Special Utility District, the City of Weatherford, and the City of Willow Park (each a "Party" and, collectively, the "Parties"). The Parker County Public Utility Agency may, contingent upon its creation, join this Agreement as a "Party" and one of the "Parties" as provided further in Section 1.02 hereof.

RECITALS

WHEREAS, Subchapter C of Chapter 572, Texas Local Government Code, as amended (the "PUA Act") authorizes two or more public entities that have the authority to engage in the conservation, storage, transportation, treatment, or distribution of water, to join together to create a public utility agency by adoption of concurrent ordinances or resolutions; and

WHEREAS, the Parker County Hydrology 2050 Committee was created to plan for the development of water supply solutions needed to meet the significant growth in water demands occurring in and around Parker County and, as part of its efforts, said Committee has recommended creation of a public utility agency under the PUA Act, to be designated the "Parker County Public Utility Agency"; and

WHEREAS, the Parties believe that the creation of the Parker County Public Utility Agency (the "Agency") will serve the best interests of their citizens, residents and customers, and promote regional coordination among water providers in Parker County, the development of additional drinking water supplies, and the provision of potable drinking water throughout Parker County, Texas;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

ARTICLE I.

***Creation of the Agency; Joinder in Agreement;
Initial Funding of the Agency***

Section 1.01. Creation by the Parties. (a) Each of the Parties supports the creation of the Agency and provisions of the proposed form of resolution creating the Agency, the form of which is attached hereto as **Exhibit A** (the "Resolution"). Each Party agrees to take all steps reasonably necessary to finally pass and adopt the Resolution on or before May 31, 2027.

Section 1.02. Joinder in Agreement. If the Agency is created on or before May 31, 2027, as proposed in the Resolution to be adopted concurrently by the Parties, then the Agency shall have the right to join this Agreement in order to ensure that the Agency has a source of funding to defray initial operating expenses. Joinder in this agreement must be evidenced by the Agency's adoption of an order approving and consenting to the terms and provisions of this Agreement and approving becoming a party hereto. Upon adoption of said order, the Agency shall be a "Party" and one of the "Parties" to this Agreement without further action by it or the other Parties. A certified copy of such order shall be provided to each Party. If the Agency is not created on or before May 31, 2027, then this Agreement shall terminate as provided in Section 2.10 hereof.

Section 1.03. Initial Funding of the Agency. (a) The Parties recognize that the Agency will not be able to generate revenue to cover the costs associated with its creation and the costs necessary for the Agency to negotiate and enter into water supply agreements, construct necessary infrastructure, and begin to operate and generate revenue from operation of its system, or otherwise obtain independent financing. Therefore, the Parties agree to share these initial costs in accordance with **Exhibit B** attached hereto and incorporated herein. As reflected on **Exhibit B**, Parker County and the Upper Trinity Groundwater Conservation District shall pay fixed annual amounts to defray the Agency's initial costs, and the remaining Parties shall pay an annual amount to defray the Agency's initial costs calculated based on each Party's population located (i) inside of Parker County, and (ii) outside of Parker County if and to the extent the Party's service area located outside of Parker County is served by a water supply system that also serves areas within Parker County during normal operation; provided further, however, that the population of Walnut Creek Special Utility District shall exclude persons residing or located within Wise County. Adjustment of **Exhibit B** and the amounts paid by the Parties shall require the amendment of this Agreement. A Party's population shall be determined by reference to the following sources, in the priority stated: (1) the most recent data submitted by the Party to the Texas Water Development Board ("TWDB") under the TWDB Annual Water Use Survey; (2) Intercensal population estimates available through the U.S. Census Bureau; or (3) other reliable population data provided by or applicable to the Party.

(b) Each Party's first annual payment shall be made and delivered to Parker County and shall be due no later than September 30, 2026. The Parties agree that Parker County shall hold such funds until the Agency has formed and is operational, at which point said funds shall be remitted by Parker County to the Agency. If the Agency is not created on or before May 31, 2027, the funds so paid to Parker County shall be returned to the Parties in full. Each Party's second and subsequent annual payment shall be made and delivered to the Agency and shall be due no later than September 30. The Agency shall be authorized to develop policies and procedures to invoice the Parties for second and subsequent annual payments and to re-calculate the populations of the Parties in order to invoice the Parties in accordance with **Exhibit B**.

Section 1.04. Payment Process and Reimbursement. The Parties agree that Agency shall have the right, but not the obligation, to adopt policies and procedure to reimburse the Parties, in whole or in part, for funds paid under this Agreement on terms and conditions the Agency determines to be acceptable without unreasonably interfering with the Agency's financial ability to carry out its operations and otherwise discharges its functions and obligations.

ARTICLE II.

General Provisions

Section 2.01. Authority to Enter Agreement. This Agreement is made and entered into under the authority conferred by, among other laws, Chapter 791, Texas Government Code, as amended, Chapters 552 and 562 Texas Local Government Code, as amended, and the PUA Act.

Section 2.02. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, then the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

Section 2.03. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 2.04. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the creation and initial funding of the Agency, and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

Section 2.05. Amendments. Any amendment of this Agreement must be in writing and will be effective only if approved by each of the governing bodies of the Parties and executed by the authorized representatives of each of the Parties.

Section 2.06. Applicable Law. This Agreement will be construed in accordance with Texas law.

Section 2.07. Notices. Any notices required or permitted to be given under this Agreement will be effective if (i) forwarded to the other Parties by hand-delivery; (ii) transmitted to the other Parties by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated on the signature pages hereto.

Section 2.08. Force Majeure. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or due to circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Section 2.09. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

Section 2.10. Term. (a) This Agreement shall be in force and effect from the Effective Date hereof and shall continue in force and effect until termination or expiration as provided hereinafter.

(b) The Agreement shall terminate automatically on August 1, 2027, if the Agency is not created on or before May 31, 2027.

(c) If the Agency is created on or before May 31, 2027, then this Agreement shall remain in force and effect until September 30, 2032. Thereafter, this Agreement shall automatically renew for successive 1-year periods beginning on October 1, 2032, and on each October 1st thereafter until (i) the Agency's operating revenues exceed its operating expenses by a factor of 125% for two consecutive fiscal years, as demonstrated by the annual audit(s) of the Agency's financial statement, (ii) if, as, and when the Agency issues bonds, notes or other obligations, (iii) the Agency is dissolved in accordance with the PUA Act, or (iv) September 30, 2040, or whichever is first to occur.

(d) A Party may withdraw from this agreement only after, or concurrently with, its withdrawal from the Agency. Annual payments made prior to withdrawal shall not be reimbursed or returned, in whole or in part, unless the Agency adopts a resolution approving same. Withdrawal of a Party shall not terminate this Agreement with respect to the remaining Parties.

Section 2.11. Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed to be effective as of the Effective Date.

[Signature pages follow]

CITY OF WILLOW PARK

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

[SEAL]

Name and address for receiving Notice(s):

Exhibit B

Population Category/Entity	Annual Cost Share
Population <1k	\$5,000
Population 1k - 3k	\$10,000
Population 3k - 5k	\$15,000
Population 5k - 10k	\$20,000
Population 10k - 15k	\$25,000
Population 15k - 20k	\$30,000
Population >20k	\$50,000
Parker County	\$100,000
Upper Trinity Groundwater Conservation District	\$25,000

CITY OF WILLOW PARK, TEXAS

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS APPOINTING A DIRECTOR AND ALTERNATE TO THE PARKER COUNTY PUBLIC UTILITY AGENCY BOARD OF DIRECTORS.

WHEREAS, the City of Willow Park, Texas is a participant in the Parker County Public Utility Agency ("Agency"); and

WHEREAS, each participant in the Agency shall appoint a member to serve on the Agency's Board of Directors and may appoint an alternate to serve in the Director's absence; and

WHEREAS, a Director must be at least eighteen (18) years of age and a qualified voter within the State of Texas; and

WHEREAS, a Director may not have a personal interest in a contract executed by the Agency other than as an employee, officer, or member of the governing body of the Participant that appointed the Director; and

WHEREAS, the City Council of the City of Willow Park desires to appoint a Director and an Alternate to represent the City on the Parker County Public Utility Agency Board of Directors.

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

- (1) The City Council hereby appoints Michelle Guelker to serve as the City of Willow Park's Director on the Parker County Public Utility Agency Board of Directors.
- (2) The City Council hereby appoints Chase McBride to serve as the City of Willow Park's Alternate to the Parker County Public Utility Agency Board of Directors and to serve in the Director's absence as permitted by the governing documents of the Agency.
- (3) The Director and Alternate shall serve in accordance with the governing documents of the Parker County Public Utility Agency and applicable law.
- (4) This Resolution is effective immediately upon passage.

PASSED by an affirmative vote of all members of the City Council, this 22nd day of September, 2026.

APPROVED:

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

NOTICE OF ZONING PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The planning and Zoning Commission of the City of Willow Park, Texas will hold a public hearing on Tuesday **September 15, 2026, at 6:00 p.m.** at **Willow Park City Hall** located at **120 El Chico Trail, Suite A, Willow Park, Texas 76087**, and the City Council will hold a public hearing on Tuesday **September 22, 2026, at 6:00 p.m.** at **Willow Park City Hall** located at **120 El Chico Trail, Suite A, Willow Park, Texas 76087** to consider testimony and act on the following:

The City of Willow Park, Texas, proposes to institute voluntary annexation proceedings to enlarge and extend the boundary limits of said city to include the following territories, to wit:

A request to consider the establishment of an initial zoning classification of Class III – Business: “C” Commercial District upon approximately 0.82 acres of land, more or less, currently located within the extraterritorial jurisdiction of the City of Willow Park. The property being legally described as being situated in the James Oxer Survey, Abstract No. 1029, Parker County, Texas. (Owner: BAR-KO Land Company, LLC); and

A request to consider the establishment of an initial zoning classification of Class III – Business: “C” Commercial District upon approximately 0.33 acres of land, more or less, currently located within the extraterritorial jurisdiction of the City of Willow Park. The property being legally described as being situated in the James Oxer Survey, Abstract No. 1029, Parker County, Texas, and being a portion of Lot 2, Block 1, in the Bankhead Commons Addition, an addition to Willow Park, Texas, as recorded in Cabinet F, Slide 494, in the Parker County, Texas Plat Records. (Owner: Willow Park Services, LLC)

You may attend the meeting and make comments for or against the item. You may also send written comments before the date of the meeting to the City Secretary, 120 El Chico Trail, Suite A, Willow Park, Texas 76087.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: September 22 nd , 2026	Department: Planning & Development	Presented By: Chelsea Kirkland, City Planner
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AGENDA ITEM:

9. Discussion & Action: to consider the establishment of an initial zoning classification of Class III – Business: “C” Commercial District upon approximately 0.82 acres of land, more or less, currently located within the of the City of Willow Park. The property being legally described as being situated in the James Ozer Survey, Abstract No. 1029, Parker County, Texas. (Owner: BAR-KO Land Company, LLC)

11. Discussion & Action: to consider the establishment of an initial zoning classification of Class III – Business: “C” Commercial District upon approximately 0.33 acres of land, more or less, currently located within the city limits of the City of Willow Park. The property being legally described as being situated in the James Ozer Survey, Abstract No. 1029, Parker County, Texas, and being a portion of Lot 2, Block 1, in the Bankhead Commons Addition, an addition to Willow Park, Texas, as recorded in Cabinet F, Slide 494, in the Parker County, Texas Plat Records. (Owner: Willow Park Services, LLC)

BACKGROUND:

Good evening, Mayor and Council,

Bar-ko Land Company, LLC (.82 acres) and Willow Park Services, LLC (.33 acres) recently annexed into the City Limits on September 8th, 2026.

In their agreement it stated the 1.15 acre right of way identified as Willow Bend Court had previously been dedicated to the County via separate instrument and since was abandoned by Commissioners Court. It was noted to be better suited as dedicated to the City of Willow Park.

Tonight we are considering the zoning change of the right of ways to accurately reflect the properties previously annexed for Tractor Supply Co and future Commercial frontage.

The zoning changes tonight for both properties are to clean up zoning for the maps and match the other parcels that were previously annexed.

Later in the meeting, we will look at the Final Plat that accurately reflects this and dedicates the R.O.W. to the city. Planning and Zoning Commission unanimously approved these requests 3-0 on September 15th, 2026, at 6PM. City Staff have reviewed the zoning change and recommend it's approval.

EXHIBITS:

- Zoning Ordinance # _____

RECOMMENDED MOTION:

Motion to approve the change in zoning as presented to Class III – Business: “C” Commercial District.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF PARKER §

WHEREAS BAR-KO LAND COMPANY LLC IS THE OWNER OF ALL THAT CERTAIN 8.111 ACRE TRACT OF LAND BEING SITUATED IN THE JAMES OXER SURVEY, ABSTRACT NUMBER 1029, PARKER COUNTY, TEXAS AND BEING ALL OF A CALLED 2,518 SQUARE FOOT TRACT OF LAND DESCRIBED IN A DEED TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202515735 OF THE DEED RECORDS OF SAID COUNTY AND BEING PART OF A CALLED 24.365 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202142647 OFF SAID DEED RECORDS, AND BEING ALL OF A CALLED 0.82 ACRE TRACT OF LAND DESCRIBED IN A PUBLIC ROAD ABANDONMENT DOCUMENT TO BAR-KO LAND COMPANY LLC, RECORDED IN DOCUMENT NUMBER 202623023 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; AND WHEREAS WILLOW PARK SERVICES LLC IS THE OWNER OF ALL THAT CERTAIN 0.33 ACRE TRACT OF LAND DESCRIBED IN PUBLIC ROAD ABANDONMENT DOCUMENT TO WILLOW PARK SERVICES LLC, RECORDED IN DOCUMENT NUMBER 202623023 OF SAID OFFICIAL PUBLIC RECORDS; DO HEREBY JOINTLY-CERTIFY THAT THEY ARE THE SOLE OWNERS OF THE COMBINED 8.441 ACRE TRACT OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON THIS PLAT;

BEGINNING AT A 1/2 INCH IRON REBAR WITH CAP STAMPED "STEVENS SURVEYING" FOUND FOR THE CORNER OF A CALLED 0.82 ACRE TRACT DESCRIBED IN INSTRUMENT NUMBER 202623023 OF THE OFFICIAL RECORDS OF SAID COUNTY, BEING IN THE SOUTH LINE OF LOT 1, BLOCK 1 OF BANKHEAD COMMONS, RECORDED IN DOCUMENT NUMBER 202313961 OF THE PLAT RECORDS OF SAID COUNTY, AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO J.P. ELDER FAMILY LIMITED PARTNERSHIP RECORDED IN DOCUMENT NUMBER 201931531 OF SAID DEED RECORDS;

THENCE NORTH 89°32'45" EAST, WITH THE NORTH LINE OF SAID 0.82 ACRE TRACT, A DISTANCE OF 219.34 FEET TO THE MOST WESTERLY CORNER OF SAID 0.33 ACRE TRACT FOR THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 270.00 FEET AND A CHORD WHICH BEARS NORTH 83°17'38" EAST, A DISTANCE OF 59.45 FEET;

THENCE WITH SAID CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 12°38'31" AND AN ARC DISTANCE OF 59.57 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF LOT 2, BLOCK 1, BANKHEAD COMMONS, RECORDED IN FILE NUMBER 202313961 OF THE PLAT RECORDS OF SAID COUNTY;

THENCE NORTH 77°03'22" EAST, WITH THE NORTH LINE OF SAID 0.33 ACRE TRACT, COMMON TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 73.10 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT, WITH A RADIUS OF 330.00 FEET AND A CHORD WHICH BEARS NORTH 83°17'58" EAST, A DISTANCE OF 71.77 FEET;

THENCE WITH SAID CURVE TO THE RIGHT AND SAID COMMON LINE, WITH A CENTRAL ANGLE OF 12°29'11" AND AN ARC DISTANCE OF 71.92 FEET TO A POINT FOR CORNER;

THENCE NORTH 89°32'33" EAST, CONTINUING WITH SAID COMMON LINE, A DISTANCE OF 141.16 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT, WITH A RADIUS OF 120.00 FEET AND A CHORD WHICH BEARS NORTH 64°12'05" EAST, A DISTANCE OF 102.72 FEET;

THENCE WITH SAID CURVE TO THE LEFT AND SAID COMMON LINE, WITH A CENTRAL ANGLE OF 50°40'56" AND AN ARC DISTANCE OF 106.15 FEET TO A POINT FOR CORNER;

THENCE NORTH 38°51'37" EAST, A DISTANCE OF 16.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, COMMON TO THE MOST NORTHERLY CORNER OF SAID 0.33 ACRE TRACT, SAID POINT BEING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF EAST BANKHEAD HIGHWAY;

THENCE SOUTH 51°10'24" EAST, WITH THE EAST LINE OF SAID 0.33 ACRE TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID EAST BANKHEAD HIGHWAY, A DISTANCE OF 60.00 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS 7068" SET FOR CORNER;

THENCE SOUTH 51°09'59" EAST, WITH THE NORTHEAST LINE OF SAID 2,518 SQUARE FOOT TRACT, THE NORTHEAST LINE OF SAID 24.365 ACRE TRACT, AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF EAST BANKHEAD HIGHWAY, A DISTANCE OF 183.65 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS 7068" SET FOR CORNER;

THENCE, IN OVER, AND THROUGH SAID 24.365 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 32°27'39" WEST, A DISTANCE OF 446.43 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "RPLS 7068" SET FOR THE SOUTHEAST CORNER HEREIN DESCRIBED;

SOUTH 89°32'45" WEST, A DISTANCE OF 707.58 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" SET IN THE COMMON LINE OF SAID 24.365 ACRE TRACT AND SAID J.P. ELDER FAMILY LIMITED PARTNERSHIP TRACT, FOR THE SOUTHWEST CORNER HEREIN DESCRIBED;

THENCE NORTH 11°48'12" EAST, WITH SAID COMMON LINE, A DISTANCE OF 330.00 FEET TO A 1/2 INCH IRON REBAR WITH A CAP STAMPED "RPLS 7068" FOUND FOR THE SOUTHWEST CORNER OF SAID 0.82 ACRE TRACT;

THENCE NORTH 11°48'12" WEST WITH THE WEST LINE OF SAID 0.82 ACRE TRACT, A DISTANCE OF 122.85 FEET TO THE THE POINT OF BEGINNING, CONTAINING 8.441 ACRES (OR 367,676 SQUARE FEET) OF LAND.

STATE OF TEXAS §
COUNTY OF §

THAT BAR-KO LAND COMPANY, LLC, AND WILLOW PARK SERVICES, LLC ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DOES HEREBY DEDICATE IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRACTOR SUPPLY ADDITION

AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY BAR-KO LAND COMPANY, LLC DATE
DULY AUTHORIZED AGENT

BY WILLOW PARK SERVICES, LLC DATE
DULY AUTHORIZED AGENT

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY DID PERSONALLY APPEAR, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS DAY OF, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS DATE

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY DID PERSONALLY APPEAR, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS DAY OF, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS DATE

PLAT NOTES

- THE PUBLIC IMPROVEMENTS AND DEDICATIONS SHALL BE FREE AND CLEAR OF ALL DEBT, LIENS AND/OR ENCUMBRANCES.
- THE PUBLIC EASEMENTS, PUBLIC STREETS, AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER FOR THE PURPOSES INDICATED OR SHOWN ON THIS PLAT.
- NO BUILDINGS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS AND APPROVED BY THE CITY.
- THE CITY IS NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, UNDER OR OVER ANY EASEMENTS CAUSED BY MAINTENANCE OR REPAIR.
- UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY THE PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND THE CITY'S USE THEREOF.
- THE CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS OR PUBLIC USE IN THE EASEMENTS.
- UNLESS AS PROVIDED FOR IN A SEPARATE INSTRUMENT, THE CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE A RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS OR PUBLIC USE WITHOUT THE NECESSITY OF PROCURING THE PERMISSION FROM ANYONE.
- ANY MODIFICATION OF THIS DOCUMENT SHALL BE BY MEANS OF PLAT AND SHALL BE APPROVED BY THE CITY.
- WATER SERVICE FOR SUBJECT PROPERTY TO BE PROVIDED BY PUBLIC WATER MAIN EXTENSION. SANITARY SEWER SERVICE WILL BE PROVIDED AT A LATER DATE - ON SITE SEPTIC SYSTEMS WILL BE UTILIZED UNTIL PUBLIC MAIN IS MADE AVAILABLE TO SUBJECT PROPERTY.

GENERAL NOTES

- THE PROPERTY IS SITUATED IN THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS.
- THE CITY OF WILLOW PARK IS NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, ON OR OVER ANY EASEMENTS DEDICATED TO THE CITY OF WILLOW PARK AS A RESULT OF REPAIR, MAINTENANCE OR REPLACEMENT.
- THE PROPERTY IS LOCATED IN THE ALEDO ISD.
- THE PROPERTY IS TO BE SERVED BY THE WILLOW PARK FIRE DEPARTMENT.
- ALL STORM WATER DETENTION FACILITIES ARE TO BE PRIVATELY OWNED AND MAINTAINED.

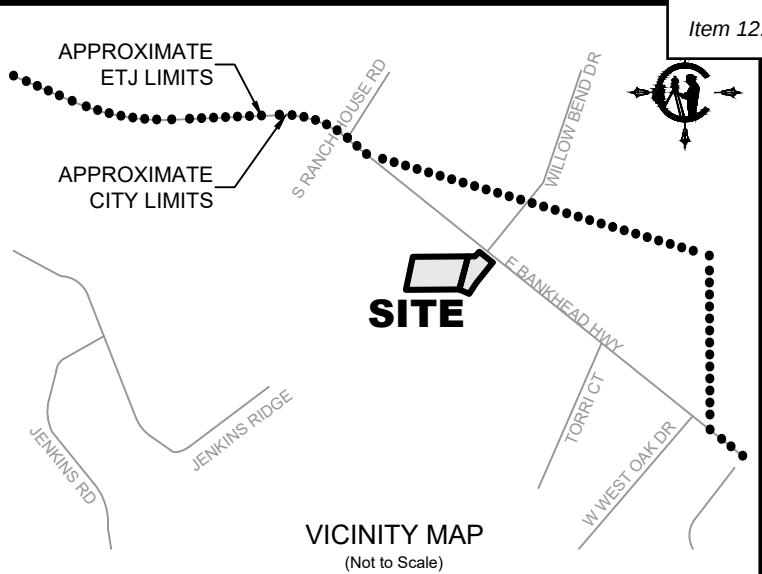
DETENTION AREA EASEMENT

THE PROPOSED DETENTION AREA(S) ALONG BLOCK 1, WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN AS DETENTION AREAS TO THE LINE AND GRADE SHOWN ON THE PLANS AT ALL TIMES AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS (OR NEIGHBORHOOD ASSOCIATION) OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DETENTION AREAS IN BLOCK 1. THE CITY OF WILLOW PARK WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DETENTION AREAS OR FOR ANY DAMAGE OR INJURY TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM THE FLOW OF WATER ALONG, INTO OR OUT OF SAID DETENTION AREAS, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY FILLING OR BY CONSTRUCTION OF ANY TYPE OF DAM, BUILDING, BRIDGE, FENCE, WALKWAY OR ANY OTHER STRUCTURE WITHIN THE DESIGNATED DETENTION AREAS, AS HEREINAFTER DEFINED IN BLOCK 1, UNLESS APPROVED BY THE CITY OF WILLOW PARK. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY OF WILLOW PARK TO ERECT ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE STREETS AND ALLEYS IN OR ADJACENT TO THE SUBDIVISIONS, THEN IN SUCH EVENT, THE CITY OF WILLOW PARK SHALL HAVE THE RIGHT TO ENTER UPON THE DETENTION AREAS AT ANY POINT OR POINTS, TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER (OR NEIGHBORHOOD ASSOCIATION) SHALL KEEP THE DETENTION AREAS TRAVERSING OR ADJACENT TO HIS PROPERTY CLEAN AND FREE OF DEBRIS, SILT AND ANY SUBSTANCE, WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR BLOCKAGE OF THE DRAINAGE. THE CITY OF WILLOW PARK SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER, OR TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR.

THE DETENTION AREA IN BLOCK 1, AS IN THE CASE OF ALL DETENTION AREAS, IS SUBJECT TO STORM WATER OVERFLOW TO AN EXTENT WHICH CANNOT BE CLEARLY DEFINED. THE CITY OF WILLOW PARK SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, NOR RESULTING FROM THE FAILURE OF ANY STRUCTURE OR STRUCTURES, WITHIN THE DETENTION AREAS OR THE SUBDIVISION STORM DRAINAGE SYSTEM. THE DETENTION AREAS SERVING THE PLAT ARE SHOWN BY THE DETENTION AREA EASEMENT LINE(S) AS SHOWN ON THE PLAT.

BASIS OF BEARINGS NOTE:

BEARINGS AND DISTANCES ARE BASED ON U.S. STATE PLANE NAD 1983 COORDINATES, TEXAS NORTH CENTRAL ZONE (4202). VERTICAL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



ZONING INFORMATION

AWAITING ZONING CLASSIFICATION
TO BE RE-ZONED PRIOR TO PLAT RECORDATION

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48367C0425F, WHICH BEARS AN EFFECTIVE DATE OF APRIL 5, 2019, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SURVEYOR'S CERTIFICATION

I, LINDSAY JO GROSECLOSE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF TITLE 25 OF THE CITY OF WILLOW PARK LAND DEVELOPMENT CODE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY DIRECTION AND SUPERVISION.

PLAT COMPLETION DATE: JUNE 20, 2025.

LINDSAY JO GROSECLOSE, R.P.L.S. SEPTEMBER 15, 2026
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7068



APPROVED BY THE CITY OF WILLOW PARK

MAYOR DATE

ATTEST:

CITY SECRETARY

FINAL PLAT
TRACTOR SUPPLY ADDITION
8.441 ACRES
LOT 1 AND LOT 2, BLOCK 1,
IN THE JAMES OXER SURVEY, ABSTRACT NO. 1029
CITY OF WILLOW PARK
PARKER COUNTY, TEXAS

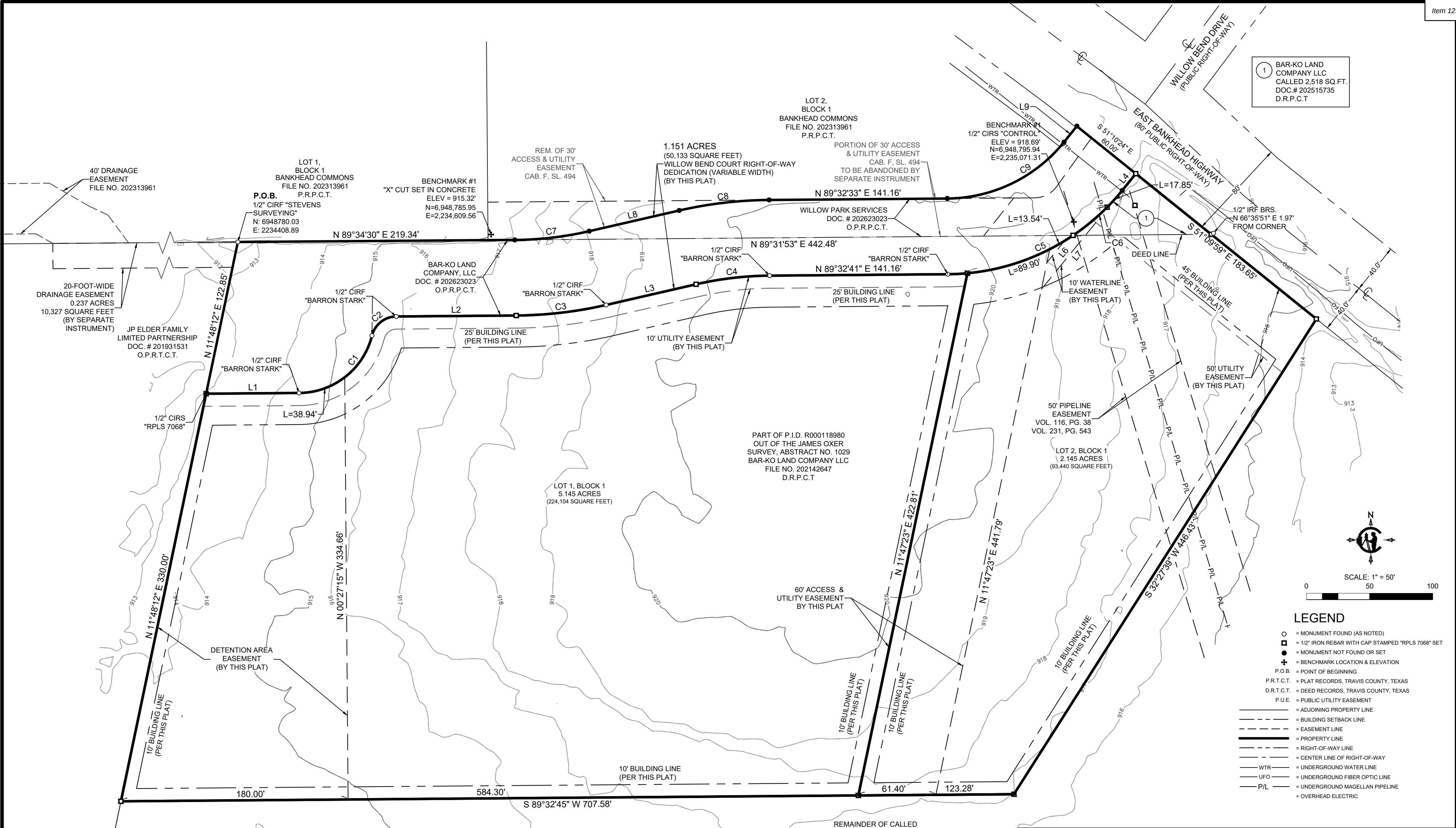
Date: OCTOBER 2025 Drawn: CDM Checked: LJG Scale: N/A Sheet: 1 of 2

OWNER/DEVELOPER:
BAR-KO LAND COMPANY LLC
2121 McCLENDON ROAD, WEATHERFORD, TX 76088
(817) 253-2494

WILLOW PARK SERVICES LLC
ADDRESS
PHONE

CROWLEY SURVEYING
FRN:10046500
117 West Archer Street
Jacksboro, TX 76458
(469) 850-CPLS(2757)
INFO@crowleysurveying.com





CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	79.15'	60.00'	75°35'11"	N51°48'16"E	73.54'
C2	26.34'	20.00'	75°28'22"	N51°46'21"E	24.48'
C3	71.85'	330.00'	12°28'31"	N83°17'46"E	71.71'
C4	58.84'	270.00'	12°29'11"	N83°18'06"E	58.72'
C5	124.97'	179.99'	39°46'46"	N64°42'53"E	122.47'
C6	52.92'	179.98'	16°50'45"	N47°33'56"E	52.73'
C7	59.57'	270.00'	12°38'31"	N83°17'38"E	59.45'
C8	71.92'	330.00'	12°29'11"	N83°17'58"E	71.77'
C9	106.15'	120.00'	50°40'56"	N64°12'05"E	102.72'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°32'01"E	73.66'
L2	N89°32'01"E	95.05'
L3	N77°03'30"E	73.10'
L4	N38°51'37"E	17.15'
L6	S39°13'32"W	22.92'
L7	S39°13'32"W	68.27'
L8	N77°03'22"E	73.10'
L9	N38°51'37"E	16.23'

FINAL PLAT
TRACTOR SUPPLY ADDITION
8.441 ACRES
LOT 1 AND LOT 2, BLOCK 1,
IN THE JAMES OXER SURVEY, ABSTRACT NO. 1029
CITY OF WILLOW PARK
PARKER COUNTY, TEXAS

Date: OCTOBER 2025 Drawn: CDM Checked: LJJ Scale: 1" = 50' Sheet: 2 of 2

OWNER/DEVELOPER:
BAR-KO LAND COMPANY LLC
2121 McCLENDON ROAD, WEATHERFORD, TX 76088
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WILLOW PARK SERVICES LLC
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**CROWLEY
SURVEYING**



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: September 9, 2026	Department: Administration	Presented By: Toni Fisher, City Manager
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AGENDA ITEM:

Discussion & Action: to consider appointment of 7-11 members of the Comprehensive Planning Advisory Committee.

BACKGROUND:

The “**Comprehensive Planning Advisory Committee**” (CPAC) focuses only on the Comprehensive Plan update efforts, and its purpose is only to guide the broader long-range planning process. For example, this committee reviews land use visions, goals, policies, and community feedback as related to the Comprehensive Plan. This committee is not required, but recommended as a way to achieve greater community involvement in the comprehensive planning process.

A “**Capital Improvement Advisory Committee**” (CIAC) is a technically-focus group, established for the update of water/wastewater impact fees. Its advice to City Council is based on data regarding population growth, land use assumptions, the capital improvement plan, and the proposed water/wastewater plan. In 2022, the City Council appointed a “Capital Improvements Advisory Committee” for this purpose, which was composed of the Planning & Zoning Commissioners and one resident real estate professional. **This committee will be appointed at a later date.**

All members of the Committee should expect to attend each of the following meetings:

- *Application process - Wednesday, September 9 through Friday, September 18*
- **City Council committee appointments - Tuesday, September 22, 2026**
- **1st CPAC Meeting – Thursday, September 24 @ 6:30p – Mandatory virtual meeting**
- **Public Workshop #1 – Monday, October 5 @ 5-8p - City Hall** (public come & go event)
- **2nd CPAC Meeting – Thursday, October 29 @ 6:30p – City Hall**
- **Public Workshop #2 – Saturday, November 21 @ 10a-1p – City Hall** (public come & go event)
- **3rd CPAC Meeting – TBD (March-April - after final draft of Comprehensive Plan is completed)**
- **Public Workshop #3 – TBD Live or Virtual (March-April – after final draft is complete) - Q&A**
- **4th CPAC Meeting – TBD Virtual (April-May) – Final Q&A**

Since the deadline for Applications exceeded the Agenda’s publication timeline, Staff will provide appointment recommendations to the City Council at the meeting based on applications received, on file, and existing Board/Commission members who are not already serving on two boards, and residents, businesses, and community partners who might be interested in participating.

RECOMMENDED MOTION:

To appoint the Comprehensive Planning Advisory Committee, as per Council agreement.

INFORMATION TECHNOLOGY MANAGED SERVICES AGREEMENT

This Information Technology Managed Services Agreement (“Agreement”) is entered into as of _____ (“Effective Date”), by and between:

Customer: _____, a political subdivision of the State of Texas (“Customer”), with offices located at _____;

and

Service Provider: _____, a
_____, with offices located at
_____ (“Provider”).

Collectively referred to as the “Parties.”

1. PURPOSE

Provider shall furnish managed information technology services, technical support, cybersecurity services, consulting, and related services for Customer’s information technology environment in accordance with this Agreement.

2. TERM

The initial term of this Agreement shall begin on the Effective Date and continue for three (3) years unless terminated earlier under this Agreement.

Customer may renew this Agreement for up to two (2) additional one-year terms by written agreement.

3. SCOPE OF SERVICES

Provider shall perform the following services:

Managed Infrastructure

- Server administration
- Virtual server management
- Network monitoring

- Firewall administration
- Wireless infrastructure management
- VPN management
- Microsoft Active Directory administration
- Microsoft 365 administration
- Cloud services management
- DNS management
- DHCP management

Endpoint Management

- Desktop support
- Laptop support
- Mobile device support
- Patch management
- Operating system upgrades
- Endpoint security
- Antivirus management
- Endpoint Detection and Response (EDR)

Help Desk

Provider shall provide:

- Unlimited remote help desk
- Onsite support as required
- Ticket management
- User administration
- Password resets
- Software troubleshooting
- Printer support

Hours:

Monday through Friday

7:00 AM – 6:00 PM Central Time

Emergency support available 24x7.

4. CYBERSECURITY SERVICES

Provider shall provide:

- Security monitoring
 - Security incident response
 - Vulnerability scanning
 - Multi-factor authentication management
 - Security awareness training
 - Email security
 - DNS filtering
 - Backup monitoring
 - Disaster recovery planning
 - Security reporting
-

5. BACKUP SERVICES

Provider shall:

- Monitor backup jobs daily
 - Perform quarterly restore testing
 - Maintain off-site backup copies
 - Notify Customer of backup failures within one business day
-

6. SERVICE LEVEL AGREEMENT (SLA)

Priority 1 – Critical

Examples:

- Network outage
- Server failure
- Ransomware
- Internet outage affecting government operations

Response:

Within 30 minutes

Target Resolution:

Four (4) hours

Priority 2 – High

Examples:

- Multiple users affected
- Application unavailable
- Major printer outage

Response:

One (1) hour

Resolution:

Eight (8) business hours

Priority 3 – Medium

Examples:

- Single user issue
- Software problem

Response:

Four (4) business hours

Resolution:

Two (2) business days

Priority 4 – Low

Examples:

- Information request
- New workstation
- Routine changes

Response:

One (1) business day

Resolution:

Five (5) business days

7. PROVIDER RESPONSIBILITIES

Provider shall:

- Maintain qualified personnel.
 - Follow industry best practices.
 - Maintain security controls.
 - Document Customer systems.
 - Maintain confidentiality.
 - Notify Customer of security incidents immediately.
 - Maintain professional liability insurance.
 - Perform services in accordance with applicable laws.
-

8. CUSTOMER RESPONSIBILITIES

Customer shall:

- Provide system access.
 - Designate an IT liaison.
 - Maintain software licensing.
 - Provide accurate asset information.
 - Promptly report problems.
 - Maintain physical security of facilities.
-

9. CHANGE MANAGEMENT

Changes affecting production systems shall require written approval by Customer unless necessary to mitigate an active cybersecurity incident or prevent imminent service interruption.

Emergency changes shall be documented within one business day.

10. FEES

Customer shall pay Provider as follows:

Monthly Managed Services Fee:

\$_____ per month.

Additional Services:

\$_____ per hour.

Projects shall be separately quoted unless specifically included.

Invoices are due within thirty (30) days.

11. PUBLIC INFORMATION

Provider acknowledges that Customer is subject to the Texas Public Information Act.

Provider shall:

- Cooperate with records requests.
 - Clearly identify confidential proprietary information.
 - Understand that Customer makes the final determination regarding disclosure unless otherwise required by law.
-

12. DATA OWNERSHIP

All Customer data remains the exclusive property of Customer.

Provider acquires no ownership rights.

Upon termination, Provider shall return all Customer data in a mutually agreed electronic format.

13. CONFIDENTIALITY

Provider shall not disclose confidential information except:

- with Customer authorization;
- as required by law; or
- pursuant to court order.

Confidentiality obligations survive termination for five (5) years.

14. CYBER INCIDENTS

Provider shall notify Customer within one (1) hour after discovering any cybersecurity incident affecting Customer systems.

Provider shall:

- assist with containment;
 - preserve evidence;
 - cooperate with law enforcement when requested by Customer;
 - provide written incident reports.
-

15. COMPLIANCE

Provider shall comply with applicable federal and Texas laws, including those governing data security, privacy, accessibility, licensing, and records retention applicable to local governments.

16. INSURANCE

Provider shall maintain:

Commercial General Liability:

\$1,000,000 per occurrence

Professional Liability (Errors & Omissions):

\$2,000,000

Cyber Liability:

\$5,000,000

Workers Compensation:

As required by Texas law

Certificates of insurance shall be provided upon request.

17. LIMITATION OF LIABILITY

Except for liability arising from gross negligence, willful misconduct, breach of confidentiality, infringement of intellectual property rights, or obligations relating to data security expressly assumed under this Agreement, neither Party shall be liable for indirect, incidental, consequential, special, or punitive damages to the extent permitted by law.

Nothing in this Agreement shall be construed as a waiver of Customer's governmental or sovereign immunity or any defenses available under Texas law.

18. TERMINATION

Customer may terminate:

- for convenience upon sixty (60) days written notice;
- immediately for material breach if not cured within thirty (30) days;
- immediately for cybersecurity risks that materially threaten Customer operations.

Upon termination Provider shall:

- cooperate in transition;
 - return all passwords;
 - return all documentation;
 - return all backups;
 - remove Provider-owned software where appropriate;
 - certify deletion of Customer data retained by Provider, except where retention is required by law.
-

19. DISPUTE RESOLUTION

The Parties shall first attempt good-faith negotiations.

Venue shall lie in the county in which Customer is located, unless otherwise required by applicable law.

This Agreement shall be governed by the laws of the State of Texas.

20. FORCE MAJEURE

Neither Party shall be liable for delays caused by events beyond reasonable control, excluding obligations related to data security where reasonable preventive measures were required.

21. SUBCONTRACTORS

Provider shall remain responsible for the acts and omissions of its subcontractors.

Subcontractors having access to Customer data must be bound by confidentiality and security obligations substantially similar to those in this Agreement.

22. PERSONNEL

Provider shall ensure personnel:

- pass criminal background checks appropriate for access to government facilities or information;
 - complete cybersecurity awareness training annually;
 - comply with Customer security policies while on Customer premises or systems.
-

23. BUSINESS CONTINUITY

Provider shall maintain a documented business continuity and disaster recovery plan and make a summary available to Customer upon request.

24. AUDIT RIGHTS

Customer may audit Provider's compliance with this Agreement upon reasonable notice, including review of security controls, service reports, and records related to services performed for Customer, subject to reasonable confidentiality protections.

25. NOTICES

All notices shall be in writing and delivered by certified mail, recognized overnight courier, or electronic mail with confirmation of receipt to the addresses designated by each Party.

26. ENTIRE AGREEMENT

This Agreement, including all exhibits and amendments, constitutes the entire agreement between the Parties and supersedes all prior discussions and understandings relating to its subject matter.

27. SIGNATURES

CUSTOMER

Name:

Title:

Signature:

Date:

SERVICE PROVIDER

Name:

Title:

Signature:

Date:

EXHIBIT A – COVERED EQUIPMENT

(To be completed.)

EXHIBIT B – PRICING

(To be completed.)

EXHIBIT C – SERVICE LEVEL AGREEMENT

(Incorporated by reference.)

EXHIBIT D – CYBERSECURITY REQUIREMENTS

- Multi-factor authentication
- Endpoint Detection and Response (EDR)
- Security Information and Event Management (SIEM), if applicable
- Encryption of data in transit and at rest where appropriate
- Quarterly vulnerability assessments
- Annual penetration testing (if included in scope)
- Annual disaster recovery testing
- Secure password and privileged access management
- Incident response procedures and escalation contacts



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: September 22, 2026	Department: Public Works	Presented By: Chase McBride
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AGENDA ITEM

Discussion/Action: To authorize Jacob & Martin Engineering to solicit bids for the replacement of the ground storage tank at the El Chico Pump Station.

BACKGROUND:

Currently, there is a 30,000-gallon ground storage tank at the El Chico Pump Station. The tank has begun to leak and attempts to repair the tank have been unsuccessful.

Staff is requesting authorization for Jacob & Martin Engineering to solicit bids to replace the existing tank with a new 40,000-gallon ground storage tank

STAFF/BOARD/COMMISSION RECOMMENDATION:

To authorize Jacob & Martin Engineering to solicit bids for a new 40,000-gallon ground storage tank to replace the existing tank at the El Chico Pump Station.

EXHIBITS: Previously received estimated tank cost provided by Jacob and Martin.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$ 180,000
	Source of Funding	Water Impact Fee

Existing Tank



Similar to Proposed Tank





Date: July 10, 2026

Customer: Jacob Martin
Phone:
Mobile:
Email: adt@jacobmartin.com
Attention: Derek Turner

Quote No. 2607-17
Reference: Willow Park Budgetary Estimate
Location: Willow Park, TX

BUDGETARY ESTIMATE

1 21'-6 1/2" Diameter x 16'-2 1/2" High Bolted Steel Storage Tank complete with the following:

Design:	AWWA D103-09
Product Stored:	Potable Water
Shell Design:	Vertical Flat Panel
Wind: ASCE 7-16 Risk Category III-IV	150 MPH
Deck Live Load:	15 PSF
Capacity Level Full:	44,190 Gallons
Useable Capacity:	40,782 Gallons

Factory Powder Coating System I

Factory powder coated per AWWA, API & FDA as follows:
NSF-61 Approved for Drinking Water

Silica & Zirconium (SiZr) liquid seal applied for additional corrosion protection prior to coating process.

Axalta (Tan) Interior Epoxy minimum of 5 mils d.f.t.

Axalta Exterior Polyester minimum of 3 mils d.f.t.
with (COLOR TBD) epoxy primer minimum of 2 mils d.f.t. for a minimum of 5 mils d.f.t.

NOTE: The following standard color options for tank exterior only are available upon request.
Superior Sand, Almond Uncream, Camel, Sky White, Evergreen, Hunter Green, ASA-70 Gray, ASA-61 Gray
Non-standard exterior colors are available upon request for an additional charge.

- 1 Basic tank
- 1 Set of encapsulated hardware on tank interior
- 1 Set of stamped engineering drawings & calculations
- 1 Set of EPDM gasket material
- 1 Revised Structure to Support 1/4" Thick Roof
- 1 1/4" Thick Flat bottom
- 1 1/4" Thick - 1 on 12 slope Roof
- 2 30" Dia. Hinged Shell Manway
- 1 20" Mushroom vent with screen
- 1 30" Square roof hatch near exterior ladder
- 1 Galvanized exterior ladder with cage, cable style safety device and ladder door enclosure
- 1 Set of roof handrails extending towards center of tank and on either side of safety gate
- 1 Galvanized interior ladder with cable style safety device
- 1 8" Diameter overflow assembly with standard interior weir box including external downcomer pipe with brackets and flap
- 1 6" Diameter 150# FFSO single nozzle with external 6" projection for drain
- 1 6" Diameter internal inlet riser pipe assembly with 90 degree elbow
- 1 8" Diameter 150# FFSO single nozzle with 90 degree elbow
- 1 4" Diameter altitude gauge/sample tap combo

1700 Bamore Road
Rosenberg, TX 77471

P. 281.342.0750 | F. 281.342.0751 | Toll Free. 877.549.2251

superiortank.com



- 1 Silt Stop Assembly with Nozzle Connection
- 1 1/2" Thick expansion fiberboard for complete tank bottom

Selling price K. D., Excl Sales Tax:	\$93,000
FOB: Willow Park, TX	
Tank Installation:	\$37,500
Total selling price delivered and erected:	\$130,500

Exclusions: Sales Tax, Tank Foundation, Gate Valves, AIS Materials, Tank Disinfection

PRICE VALIDITY

The above pricing is typically firm for (30) thirty days from quotation date. However, due to volatility of the steel market and uncertainty of steel allocations, we ask that prior to placing your order you verify the above quoted price.

The above pricing does not include any applicable taxes and/or any special permits or licenses that may be required.

DELIVERY AND ENGINEERING

Please allow 5 - 7 weeks from receipt of order for preparation of approval drawings.

Tank materials will be shipped approximately 12 - 14 weeks from either receipt of order or receipt and completion of design process.

Unless otherwise noted above, should the customer require the design of a concrete ringwall, slab or mat foundation for the tank, please add \$ 2,500.00. This price assumes geotech provided by others and excludes drilled pier foundation design.

PAYMENT TERMS

25% Down payment at time of order placement with balance due and payable upon shipment, readiness to ship, or completion of tank if shipment is delayed by customer.

No retainages, unless previously agreed upon by both parties at time of this quotation/order.

Acceptance of the order is contingent upon payment terms and a contract document acceptable to STCI. If necessary, monthly progress payments for materials on hand and work complete may be requested based on purchasing entity's credit and payment history and shall be incorporated into the sub-agreement and/or purchase

Above price excludes the following unless specifically mentioned in the body of this quotation:

- (1) It is the contractors/customers responsibility to review this quotation in it's entirety for conformance to project bid specifications and drawings.
- (2) Blind flanges, supply of water, pumps & hoses, any equipment or labor to fill and/or transfer water, emptying the tank/or disposing of water, during or after hydro testing is not included.
- (3) Flexible couplings, internal piping such as special skimmers, weirs and feed lines with support brackets.
- (4) Piping as follows: a. Any matching of existing piping is the responsibility of the customer. b. Gate valves, tee extensions etc. are the responsibility of the customer. c. All interior piping. d. Exterior piping after the first flange nozzle.
- (5) Nozzles in shell of tank cannot be designed flush with floor per API 650 due to bolting requirements and are not included in this quotation.
- (6) It is customers responsibility to properly support all external piping by the use of some form of thrust block providing additional support as necessary.
- (7) Manufacturer assumes site is compacted, leveled, and fully accessible for the delivery of materials with a 40 ft trailer.
- (8) Contractor is responsible for container or area set aside to utilize for disposal of trash, pallets, etc. during erection of the storage tank through completion of project.
- (9) Disinfection / chlorination by others after completion of hydro test.
- (10) Painting as follows: a. Non-skid painting for deck, walkways, stairs and ladders.
- (11) All felt, fiber board, or any materials utilized between or around tank bottom and foundation.

1700 Bamore Road
Rosenberg, TX 77471

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- (12) Should the disassembly of an existing tank be a part of this quotation, all piping connected to the storage tank must be unhooked and removed to provide enough workable area to disassemble the storage tank. The existing tank must be thoroughly cleaned and all debris removed prior to the arrival of the personnel to begin disassembly. All obstructions such as electric lines, over head objects, etc., that may restrict work performed or cause work to be unsafe must be removed by customer prior to work being started.
- (13) Four sets of un-stamped approval drawings and calculations will be provided to customer for review and approval. Four sets of final stamped drawings will be provided once customer approval is received with all changes incorporated.
- (14) Site Surveying, included but not limited to, locating center of tank, locating nozzles without guidance of contractor, and foundation surveying.
- (15) Any sort of Tank Monitoring, Cathodic Protection, Lightning Protection, Electrical Heaters, Insulation, Mixers, and Baffle Systems, unless otherwise stated in the prop
- (16) Joint Sealant, Mastic, or any waterproofing sealant at Tank Base.

GENERAL TERMS, EXCEPTIONS AND CLARIFICATIONS

FOUNDATION TERMS AND CONDITIONS

- (1) Foundation design and installation including all corresponding items, such as tank padding, fiberboard, plastic, media, sikaflex, grouting and/or shimming, equipment, etc., is not included unless shown in the body of this quotation.
- (2) If some form of mastic is used on the foundation, customer to furnish plastic to cover prior to start up of erection.
- (3) In the event project specifications and/or project engineer requests the tank manufacturer provide a foundation design with approval drawing package - customer at their own expense is to provide a geotech report from a reputable engineering firm to include all necessary information with foundation design recommendations based on findings to allow proper design of foundation.
- (4) Should it be discovered that a specialty type foundation is required such as pier and beam, etc., other than a standard grade band, ring wall or full slab an additional cost will apply based on customer furnished geotech report.
- (5) Anchor bolts and/or saddles including installation is not included unless shown in in the body of this quotation. Should anchor bolts be included it is the sole responsibility of customer to design and construct the foundation to allow installation without obstruction. If it is discovered that anchor bolts are required and same was not included in the quotation it is the responsibility of customer to either shore or brace tank when empty.
- (6) Installation of foundation staves is the sole responsibility of customer including, but not limited to, offloading of materials at time of delivery, any necessary leveling, grouting, etc., that may be required to provide a proper and level base for installation of the storage tank(s). Any damages or repair of same as a result of customer installation is the sole responsibility of customer including hydro test.

GALVANIZED & FACTORY POWDER COATING

- (1) Special testing of galvanized and/or factory powder coated tank materials by an outside source is not included.
- (2) Tank manufacturer recommends that the engineering firm provide inspection at the galvanizing facility prior to start up of and during the galvanizing process. Approval of galvanized materials must be received by engineering firms representative prior to shipment of the tank materials to the job site.
- (3) Inspection and acceptance of galvanized coating will be completed at galvanizing facility prior to shipment to jobsite. It is the responsibility of project engineer or their representative to be present and perform the inspection at the designated facility at no cost to tank manufacturer. Once materials are approved by project engineer or their representative tank manufacturer will not be held responsible for galvanized coating issues after shipment to jobsite other than the standard touch up of areas as a result of damage during shipment and/or installation.
- (4) We ask and suggest that the customer secure the services of a professional corrosion/metals engineer to determine whether the following exists in the storage tank environment prior to installation; A. Dissimilar metals corrosion environment. B. Electrolysis and / or electrolytic action corrosion environment. C. Micro biologically induced corrosion environment.
- (5) It is strictly forbidden to perform any act that could alter or harm either the galvanized or factory powder coated tank materials without written consent by tank manufacturer. Should this type of unauthorized act occur, such as welding or cutting, the coating warranty is void. Further, the coating warranty is void should the storage tank be utilized in a way or manner in which it is not specifically designed. This includes voiding the entire warranty should an erector or erecting company be utilized for erection of the storage tank that is not authorized by Superior Tank Company.

DISCLAIMER: The requirement of uniform color and appearance is discretionary and not mentioned in ASTM-A123 or ASTM-A153, therefore the tank manufacturer takes no responsibility for this requirement should it be part of, or referenced in, the project specifications. In addition, the following statement is made part of this quotation. Superior Tank Company takes no responsibility for the appearance of the galvanized materials. Further, it is requested and recommended that the contractor or customer secure the services of an inspection firm to check all galvanized materials prior to shipment to the job site. Once the materials are shipped the job site, and are introduced to the outside environment, any problems as a result of non inspection prior to shipment, or introduction to the outside environment such as "White Rust (Water Stain)" or "Unightly Appearance", are not the responsibility of the tank manufacturer.

ERECTION TERMS, EXCEPTIONS AND CLARIFICATIONS

(1) The above erection cost does not take into consideration any restrictive wage or work hour rules, union or prevailing wage labor rates, or any special provisions such as safety schooling, safety clothing or hazardous training seminars that may be required. This proposal is based on working our standard hours and paying our standard wages.

(2) It is the customers responsibility to make sure that there is sufficient space or area to allow necessary equipment and personnel access to perform work safely and efficiently with a minimum area of approximately 20 feet of clear space around the circumference of foundation, and that there is no restrictions as a result of piping, buildings, overhead lines, etc..Should it be discovered at time of installation that proper access is not available, it is the customers responsibility to furnish some form of stabilized road and or matting to allow proper access to the foundation destination including the circumference of foundation. If tank manufacturer is required to furnish the items to allow proper access as described, the additional cost will be charged on a T & M basis.

(2a) It is the customer's responsibility to ensure the tank site is stabilized and can handle being driven on with work trucks, tractor-trailers, cranes and rough terrain fork lifts. Should grading repair be required after the tank is installed, it shall be the contractor's sole responsibility to make those repairs.

(3) If it should be that sufficient work area is not available, causing the erection crew to incur or consequences of "Loss of Time", any and all additional work required to complete project will done on a T & M basis. Further, the foundation height from ground level to top of foundation cannot exceed 2'0". Any height greater than this is considered inaccessible and an additional charge will apply.

(4) It is the customers/contractor's responsibility to supply a level, accessible foundation and work area surrounding the foundation during the erection process. This includes any and all rework that may or may not be necessary to provide an accessible and safe work environment for the erection personnel.

(5) Installation of foundation staves is the sole responsibility of customer including, but not limited to, offloading of materials at time of delivery, any necessary leveling, grouting, etc., that may be required to provide a proper and level base for installation of the storage tank(s). Any damages or repair of same as a result of customer installation is the sole responsibility of customer including hydro test.

(6) The quoted erection cost does not take into consideration adverse weather conditions that may make it an unsafe environment for the erection personnel to perform their duties. Should this situation arise after erection has started, at the discretion of the customer, the erection personnel can either remain at the job site or return to their original place of employment for redeploy at a later date when working conditions are deemed agreeable and safe for erection to resume by customer and erection personnel. In the event customer elects to have personnel remain at the jobsite the additional cost will be charged per our standard T & M rate sheet. In addition, tank manufacturer accepts no responsibility for any costs or liquidated damages resulting from delayed shipment or erection due to adverse weather conditions, acts of GOD, or situations out of its control.

(7) In the event more than one tank is being quoted, the erection price is based on all tanks, being erected at same time, without any necessity for demobilization or remobilization. If remobilization should become necessary for return trip or trips an additional charge will apply, including any special lifting equipment or material necessary to complete the erection or project.

(8) It is the responsibility of the customer to provide any special transport or safety vehicle that may be required should it be necessary for the transportation of materials from lay down area to the tank site.

(9) Field quality control - (a) monitoring foundation settlement is the responsibility of others, (b) manufacturers field representative / erection engineer for tank inspection is the responsibility of others. The tank erection personnel utilized at time of tank erection are considered a field representative / erection engineer for the tank manufacturer. Any and all inspection reports other than the tank manufacturers standard "job completion certificate" is not included in or a part of this quotation.

(10) Should Superior Tank Company, Inc. dismantle the tank(s) this work will be completed per our standard operational procedures. The dismantled tank will become the property of Superior Tank Company, Inc. and the job site will be left in a broom clean condition with any and all debris generated will be removed by Superior Tank Company, Inc. unless other arrangements are made prior to the order being accepted. The quoted work excludes fire watch and foundation removal. The tank must be thoroughly drained, interior cleaned and free from debris with all exterior piping removed prior to arrival of personnel. In addition, sufficient space must be available for equipment and personnel to perform the necessary work in a safe manner and environment.

Hydro Test - It is the responsibility of the customer to provide within 24 hours of tank erection completion:

(1) Sufficient clean water for initial and all subsequent fillings necessary to complete the leak test.

(2) Necessary blinds, nozzles, pumps, hoses, etc. not specifically called out in original quotation.

(3) It is the responsibility of the customer to drain and dispose of any water utilized during the test.

(4) If the hydro test of the storage tank is postponed, an additional trip charge will apply per the chart below.

Special Notice: Should water not be made available as described above and a return trip is necessary an additional charge per the following cost schedule will be added to customer invoice.

Return Trips – all costs will be charged as follows:

0-50 Mile radius of Houston, TX - No Charge

51 miles and further will be charged per our published sheet which can be furnished at customer request: BOLTED TANK CONSTRUCTION RETURN TRIPS, REPAIRS, AND LABOR RATES FOR TIME & MATERIAL JOBS.



(5) In addition, should it be necessary to utilize special lift equipment to complete the hydro test due to the erection crew removing scaffolding after initial erection of the storage tank, an additional charge to the customer will apply. This is applicable only should a return trip be required.

MISCELLANEOUS

(1) Manufacturer shall be entitled to a change order for any and all time and costs associated with COVID-19 that negatively impacts the tank delivery, installation or completion.

(2) Manufacturer shall be entitled to a change order should it be necessary to store materials for an extended period of time (30 days from date tank is ready to ship). A charge of \$ 200.00 per tank per week will be assessed after the 30 day period is reached until a maximum storage period of 60 days is reached. Once the maximum storage period is reached customer must accept shipment of tank(s) and forward payment in full.

(3) Cancellation policy: Notification of cancellation must be received in writing within thirty days from order date or a cancellation fee of up to 25% will be assessed to cover all associated costs such as order handling, engineering, material purchases, etc.

(4) We ask and suggest that customer inspect the storage tank at the one year anniversary date from the date the tank is shipped to the jobsite or from the date the tank is put into service. It is also recommended that the storage tank be inspected on a yearly or bi-yearly basis from the date of initial inspection. Failure to do so could negatively impact the service life of the storage tank and void the warranty.

WARRANTY

In lieu of all other warranties, express or implied, **Superior Tank Co., Inc.**, guarantees all products of its manufacture to be free from defects in material and workmanship and fully extends to its customers all guarantees and warranties to it of the manufacturer thereof. **Superior Tank Co., Inc.'s** obligation under this one year warranty, at its own discretion, shall be limited to the repair or replacement of any product of its manufacture which may prove defective, notice and claim of which shall be received in writing within one year from the date of shipment, readiness to ship, or of completion, whichever comes first, and shall not render it liable for any other or consequential damages to the purchaser or to any other persons, and shall be void upon alteration of or incorporation of additions to its products.

ORDER PLACEMENT

By signing below, you hereby authorize Superior Tank Company, Inc. ("STCI") to proceed with the processing and purchase of the goods and services outlined in the proposal above. You further acknowledge and confirm that you and your representatives have thoroughly reviewed and understood the Terms and Conditions set forth above, and agree to be bound by these terms.

Date: _____

Date: _____

First/Last Name: Grayson Marquez

First/Last Name: _____

Company: Superior Tank Company, Inc. - Gulf Coast Region

Company: _____

Title: Regional Sales Manager - Gulf Region

Title: _____

Signature: _____

Signature: _____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: September 22, 2026	Department: Admin	Presented By: Michelle Guelker
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AGENDA ITEM**Discussion/Action:**

To discuss and approve an amended utility fee ordinance for Fiscal Year 2026-2027, establishing utility rates and fees effective October 1, 2026.

BACKGROUND:

In August 2023, NewGen Strategies and Solutions presented a multi-year utility rate plan designed to maintain the financial stability of the Water Fund while allowing the Wastewater Fund to become financially independent of the Water Fund.

Year 1 of the plan was implemented in FY 2023-2024 and included increases to residential and commercial wastewater rates and the establishment of a multi-family wastewater rate. The establishment of the multi-family rate allowed the Wastewater Fund to become financially independent within two years rather than the originally projected three years.

The proposed FY 2026-27 ordinance updates several utility rates and fees. Changes include increases to residential, senior, outside-city, rental, and commercial utility deposits; increases to water volumetric charges for residential, senior, commercial, and irrigation customers; an increase to the construction water meter (fire hydrant meter) deposit; and updated costs for 3/4-inch and 1-inch water meters. Water base rates and wastewater rates remain unchanged.

For a standard residential customer, the proposed volumetric rates are:

- 0–9,000 gallons: \$4.13 per 1,000 gallons
- 9,000–20,000 gallons: \$5.17 per 1,000 gallons
- 20,001–40,000 gallons: \$6.44 per 1,000 gallons
- Over 40,000 gallons: \$8.20 per 1,000 gallons

The proposed deposit changes increase residential and senior deposits from \$100 to \$150; residential outside-city, residential rental, and commercial deposits from \$200 to \$250. The construction water meter deposit increases from \$2,300 to \$2,700.

The updated meter costs reflect current equipment pricing, with the total cost of a 3/4-inch meter and radio increasing to \$652.63 and a 1-inch meter and radio increasing to \$800.64.

The amended utility rates and fees will become effective upon passage of the ordinance.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the ordinance as presented.

EXHIBITS:

Proposed Utility Fee Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ADOPTING A COMPREHENSIVE FEE AND RATE CHEDULE FOR THE FOLLOWING ENTERPRISE FUND UTILITY RATES/SERVICES/CHARGES FOR FISCAL YEAR 2026-27, INCLUDING WATER IMPACT FEES, WATER TAP FEES WASTEWATER IMPACT FEES, WASTEWATER TAP FEES DRAINAGE IMPACT FEES, UTILITY DEPOSITS/FEES, WATER BASE RATES, WATER VOLUMETRIC CHARGES, WASTEWATER RATES, SOLID WASTE RATES, ADDITIONAL UTILITY SERVICES CHARGES, AND WATER METER COSTS; AMENDING VARIOUS CITY ORDINANCES; AND CONTAINING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park has adopted numerous ordinances that provide for various utility fees/rates/service/charges that are subject to change from time to time; and

WHEREAS, the City has determined that it would be convenient to consolidate many of those utility fees/rates/services/charges in one ordinance that can be reviewed and amended as needed from time to time; and

WHEREAS, the City has determined that the utility fees/rates/services/charges specified herein are reasonable, necessary, fair and designed to fund the various activities to which they pertain; and

WHEREAS, the City has determined that the utility fees/rates/services/charges set forth herein will promote the health, safety, and welfare of the citizens of Willow Park; and

WHEREAS, this ordinance was adopted at a meeting of the Willow Park City Council held in strict compliance with the Texas Open Meetings Act at which a quorum of the City council was present and voting;

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

Section 1. Rates Imposed

The City hereby adopts the Enterprise Fund Utility Rates/Services attached as Exhibit “A” hereto and imposes the utility fees/rates/services/charges set forth therein upon the services, activities, events and materials that are described therein. These fee, rates and charges shall be collected by the City in accordance with the various City ordinances that more particularly describe each of these fees, rates, services and charges.

Section 2. Ordinances Amended

Water Impact Fees

Meter Size	AWWA Capacity	Willow Park Impact Fee	Equivalency Factor	Ft. Worth Impact Fee
3/4"	30	\$2,993	1.50	\$4,236
1"	50	\$4,988	2.50	\$7,060
1 ½"	100	\$9,975	5.00	\$14,120
2"	160	\$15,960	8.00	\$22,592
3"	320	\$29,925	21.75	\$61,422
4"	500	\$49,875	37.50	\$105,900
6"	1000	\$99,750	80.00	\$225,920

Water Tap Fees

Water Tap Fee (1" or less)	\$500
Water Tap Fee (1 ½" - 2")	\$750
Water Tap Fee (3" - 4")	\$1,000
Water Tap Fee (6")	\$1,500

Wastewater Impact Fee

Meter Size	AWWA Capacity	Meter Equivalent Factor	Impact Fee
3/4"	30	1	\$3,248
1"	50	1.67	\$5,413
1 ½"	100	3.33	\$10,825
2"	160	5.33	\$17,320
3"	320	10.67	\$32,475
4"	500	16.67	\$54,125
6"	1,000	33.33	\$108,250

Wastewater Tap Fees

Wastewater Tap Fee (1" or less)	\$500
Wastewater Tap Fee (1 ½" - 2")	\$750
Wastewater Tap Fee (3" - 4")	\$1,000
Wastewater Tap Fee (6")	\$1,500

Drainage Impact Fee

\$34.74 per stormwater service unit

Utility Deposits/Fees

	Residential	Res. Senior	Res. Outside	Res. Rental	Commercial	Irrigation
New Account Deposit	\$100 150	\$100 150	\$200 250	\$200 250	\$200 250	\$100
New Account Application Fee	\$50	\$50	\$60	\$60	\$60	\$50
Reconnect Fee	\$50	\$50	\$50	\$50	\$50	\$50
Unscheduled Acct. Closure Fee	\$25	\$25	\$25	\$25	\$25	\$25
Acct. Re-Activation Fee	\$50	\$50	\$50	\$50	\$50	\$50
Garbage Only New Account	\$50	\$50	\$60	\$60	N/A	N/A
After-hour (Non-Emergency) Connect/Disconnect*	\$75	\$75	\$75	\$75	\$75	\$75

*Each trip will be a separate charge. Requests for standby service will be charged fee for each hour from time request received until return from call.

Late Payment Charge	5% of Delinquent Balance
Non-Sufficient (NSF) Funds Fee	\$30
Credit/Debit Card Processing Fee	3% of Transaction

- ❖ All Residential and Residential Sr. accounts include Residential Waste (curbside garbage).
- ❖ All Residential Outside (ETJ) accounts must provide proof of an on-site sewage facility (OSSF) and solid waste service prior to water service activation.
- ❖ Commercial accounts must provide proof of solid waste services through Republic Services
- ❖ All construction accounts are classified as Commercial accounts.
- ❖ Residential Outside (ETJ) accounts that do not have a deposit on file will be charged a \$10 per month prorated deposit charge.

Water Base Rates (meter charge is assessed as a monthly base charge for connecting to City Utility Water)

Meter Charge	Residential	Residential Sr.	Res. Outside (ETJ)	Commercial	Irrigation
3/4"	\$41.71	\$31.29	\$47.97	\$41.71	\$41.71
1"	\$104.29	\$78.21	\$119.93	\$104.29	\$104.29
1 1/2"	\$208.57	\$156.43	\$239.86	\$208.57	\$208.57
2"	\$333.72	\$250.29	\$383.77	\$333.72	\$333.72
3"	\$625.72	\$469.29	\$719.57	\$625.72	\$625.72
4"	\$1,042.86	\$782.15	\$1,199.29	\$1,042.86	\$1,042.86
6"	\$2,085.72	\$1,564.29	\$2,298.58	\$2,085.72	\$2,085.72

Water Volumetric Charges (water volume charges are assessed based on 1,000-gallon usage)

Volumetric Charge	Residential	Residential Sr.	Res. Outside (ETJ)
0 - 9,000 Gallons	\$4.05 4.13	\$3.04 3.10	\$5.96
9,000 – 20,000 Gallons	\$5.07 5.17	\$5.07 5.17	\$7.46
20,001 – 40,000 Gallons	\$6.32 6.44	\$6.32 6.44	\$9.30
40,000 Gallons +	\$7.90 8.20	\$7.90 8.05	\$11.63

Volumetric Charge	Commercial	Irrigation
0 - 25,000 Gallons	\$4.05 4.13	\$5.07 5.17
25,001 – 50,000 Gallons	\$5.07 5.17	\$6.32 6.56
50,001 Gallons +	\$6.32 6.44	\$7.90 8.20

Wastewater Rates

Base Charges	Residential	Commercial
Monthly	\$34.40	\$44.02

- ❖ Wastewater base charges are assessed as monthly charge for connecting to the City Wastewater Facility

Volumetric Charge	Residential	Commercial
Per 1,000 Gallons	\$8.87	\$11.34

- ❖ Wastewater volumetric charges are assessed based on the winter (Dec, Jan, Feb) average per 1,000- gallon water usage for residential customers. The city-wide average of 6,000 gallons is used for new customers until a winter average is established.
- ❖ Wastewater volumetric charges are assessed based on actual water usage for commercial customers.

Multi-Family	Base Charge	Volumetric Charge
Total number of units will be charge at 80% of residential base rate, plus volumetric charge of actual water usage, not including irrigation.	\$27.52	\$8.87

Solid Waste Rates

Total Solid Waste Fees	
Residential Solid Waste Pick-up (includes one trash and one recycling cart, bulk/brush pick-up)	\$23.21
Cart Rental Fee (additional carts from the original ones provided)	\$3.15
Sales Tax (8.25%)	\$1.91

- ❖ Monthly charges based on contracted service provider.

Additional Utility Services	
Water Meter Installation/Change Out	\$250 + Cost of Equipment
Meter Box Installation/Change Out	\$250 + Cost of Equipment
Boring for Installation of line (Water or Sewer)	\$500
Water Meter Testing (fee is refunded if meter is found to outside industry tolerances)	\$75
Equipment Damage Fee	\$75 + Cost of Equipment
Meter Tampering- (meter lock broken or removed, curbstomp broken, meter broken or stole or disconnected, radio broken, stolen, or disconnected, unauthorized connection) 1 st Offense- 2 nd Offense- 3 rd Offense-	\$500 + Cost of Equipment \$750 + Cost of Equipment \$1000 + Cost of Equipment and Termination of Service
Construction Water Meter Deposit (fire hydrant meter)	\$2,300 \$2,700

Meter Costs

Meter Size	3/4"	1"	1 1/2"	2"	3"	4"	6"
Meter Cost	\$178.46 \$450.53	\$276.92 \$598.54	\$1,547.69	\$1,785.79	\$2,262.01	\$3,928.75	\$6,786.00
Radio	\$202.10	\$202.10	\$202.10	\$202.10	\$202.10	\$202.10	\$202.10
Total	\$380.57 \$652.63	\$479.03 \$800.64	\$1,749.79	\$1,987.90	\$2,464.12	\$4,130.86	\$6,988.10

Section 3. Severability

Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. Effective Date.

This Ordinance shall be effective upon its passage. PASSED, APPROVED AND ADOPTED this the 22nd day of September, 2026.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

ORDINANCE NO. _____

AN ORDINANCE approving the voter information document for the November 3, 2026 special election regarding certificates of obligation

WHEREAS, the City Council of the City of Willow Park, Texas (the "City") previously adopted an ordinance on August 11, 2026 (the "Election Ordinance") calling a special election relating to the issuance of certificates of obligation to be held in the City on November 3, 2026 (the "Election"); and

WHEREAS, pursuant to Section 1251.052(b), Texas Government Code, as amended, the City is required to prepare a voter information document for each proposition to be voted on at the Election; and

WHEREAS, prior to the Election, the City is required to post the voter information document in accordance with the provisions of the Texas Election Code, as amended, and the Texas Government Code, as amended; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK THAT:

SECTION 1: The voter information document in the form attached as Exhibit A (the "Voter Information Document"), incorporated herein by reference, is hereby approved as to form and content.

SECTION 2: The Voter Information Document replaces the previously approved voter information document attached to the Election Ordinance.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 4: This Ordinance shall be in force and effect from and after its final passage, and it is so ordained.

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PASSED AND ADOPTED, this September 22, 2026.

CITY OF WILLOW PARK, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A

VOTER INFORMATION DOCUMENT

☐ FOR	<u>City of Willow Park, Texas Proposition A</u> THIS IS A TAX INCREASE
☐ AGAINST	"The issuance of \$10,110,000 City of Willow Park, Texas, certificates of obligation for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks and sewer system properties and facilities, including the acquisition of land and rights-of-way therefor, (ii) constructing, acquiring, maintaining, improving and equipping streets, roads, and intersections, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization, the relocation of utilities in connection therewith and the acquisition of land and rights-of-way therefor, (iii) designing, constructing, acquiring, improving, enlarging, and equipping the City's municipal drainage utility system and the acquisition of land and rights-of-way therefor; and (iv) professional services rendered in connection with such projects and the financing thereof; the imposition of a tax sufficient to pay the principal of and interest on the certificates of obligation and a lien on and pledge of the surplus net revenues of the City's Waterworks and Sewer System"

principal of debt obligations to be authorized	\$10,110,000
estimated interest for the debt obligations to be authorized presuming an interest rate of 4.75%	\$5,904,013
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over 20 years	\$16,014,013
as of the date the election was ordered, principal of all outstanding debt obligations ¹	\$71,040,000
as of the date the election was ordered, the estimated remaining interest on all outstanding debt obligations ²	\$26,437,283
as of the date the election was ordered, estimated combined principal and interest required to pay on time and in full all outstanding debt obligations	\$97,477,283
estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved This figure assumes (i) the proposed debt obligations will be issued in one series of obligations; (ii) the amortization of the City's outstanding debt obligations and the proposed debt obligations of 27 years and 20 years, respectively; (iii) 1.20% average annual growth in the next five years in the future appraised values within the City; (iv) an assumed interest rate on the proposed debt obligations of 4.75%; (v) tax collections at a rate of 98% annually; and (vi) approximately \$3,760,000 in principal amount of the proposed certificates of obligation is expected to be self-supported from utility revenues.	\$24.31

Note: The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above) and derived from projections obtained from the City's municipal advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the debt obligations are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the City Council to issue debt obligations on behalf of the City in accordance with the Proposition set forth in the election ordinance.

¹ Includes \$6,430,000 in aggregate principal amount of debt related to the City's Tax Note, Series 2026 issued on September 9, 2026.

² Includes interest related to the City's Tax Note, Series 2026 issued on September 9, 2026.