



CITY COUNCIL MEETING OCTOBER 14, 2025 AGENDA

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

Tuesday, October 14, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

PLEDGE OF ALLEGIANCE AND INVOCATION - Michael Fernihough Associate Pastor of West Campus Christ Chapel Baptist Church will do the Invocation and Led the Pledge of Allegiance.

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.

INFORMATIONAL COMMENTS

1. **Mayor Comments-City Manager Separation Details**

PROCLAMATION

2. **Proclamation: Mayor Teresa Palmer will present a Proclamation to Allison Hudnall of Freedom House.**

CONSENT AGENDA

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

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

July 28, 2025 for correction, September 9, 2025, September 23, 2025, September 24, 2025

REGULAR AGENDA ITEMS

4. Discussion and action: Representative from Oncor to address tree trimming issues in Willow Park *(Mayor Teresa Palmer)*
5. Status Report on Home Rule from Gene Martin *(Mayor Teresa Palmer)*
6. Discussion/Action: to approve an amendment to Developer's Obligation terms of "Chapter 380 Economic Development Agreement Between the City of Willow Park and Pulido's Westland Willow Park, LLC". *(City Staff)*
7. Discussion/Action: to approve FY2025-26 Holiday Schedule. *(Assistant City Manager Toni Fisher; Assistant City Manager Michelle Guelker)*
8. Discussion and Action: to consider approval of a Resolution to submit candidate director nominations for Parker County Appraisal District for terms expiring December 31, 2025. *(City Secretary Deana McMullen)*
9. Discussion only: for the repeated request of the Willow Park resident's name who created the Request for Qualifications document for legal services, dated May 2025, for Mayor Teresa Palmer. *(Eric Contreras)*
10. Discussion and Action: Request to amend Ordinance 802-19, sec.1.02.035 (m) Agenda-providing the city administrator has control of the city council agenda, including supplements and amendments. *(Eric Contreras)*
11. Discussion and Action: Approval of Resolution of Advanced Funding Agreement with the Texas Department of Transportation for the Green Ribbon Program for Beautification Improvements *(City Staff)*
12. Discussion & Action: Approval of Texas Department of Transportation Landscape Maintenance Agreement for the Green Ribbon Grant *(City Staff)*
13. Discussion and Action: to approve a budget amendment for employee retention *(Scott Smith)*
14. Discussion only - to receive an update on the City Hall spacing plan being developed by Jacob & Martin approved in November, 2024, with recommendations to council no later than May 2025. *(Mayor Teresa Palmer)*

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:

15. **Section 551.071 (Consultation with Attorney); 551.072 (Deliberation Regarding Real Property) - 120 El Chico Trail Lease Agreements.**
16. **Section 551. 071, Consultation with City Attorney; Section 551.087, Economic Development Negotiations, Economic Development Negotiations, proposed residential development consisting of approximate 82.37 acres, situated in the McCarver Survey, Abstract 910, the W. Franklin Survey, Abstract Number 468, the M.M. Edwards Survey, Abstract 195, & the JB Wynn Survey, Abstract 1637, a portion being within the Extraterritorial Jurisdiction and remainder within the city limits of the City of Willow Park, Parker County, Texas.**
17. **Pursuant to the Texas Government Code, Section 551.071 Consultation with Attorney, Section 551.074 (Personnel Matters: Closed Meeting): to deliberate the appointment, employment, and evaluation of a public officer or employee.**

Interim City Manager

18. **Executive Session, Section 551.071 Consultation with City Attorney, Texas Open Meetings Act, Decorum for Mayor and City Councilmembers**

RECONVENE INTO OPEN SESSION

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

INFORMATIONAL COMMENTS

19. **City Council Comments-**

Mayor Comments:

Mayor Teresa Palmer - Criticism of Councilmember Contreras for verbally attacking private citizens.

Items of Community Interest:

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

Mayor Teresa Palmer: to discuss the appointment of a Financial Oversight Advisory Committee.

Mayor Teresa Palmer - to discuss beginning the process to update our 2014 Comprehensive Plan.

ADJOURN

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

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

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times and was posted on the city website, and said Notice was posted on the following date and time: October 8, 2025, at/by 6:00 p.m. and remained so posted continuously for at least three (3) business days before said meeting is to convene.

Deana McMullen
City Secretary

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



***A Proclamation Honoring
Domestic Violence Awareness Month***

WHEREAS, the crime as domestic violence violates an individual's privacy and dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological, economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial, and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society, here in this community, throughout the United States, and the world; and

WHEREAS, in Parker County since 1995, Freedom House, their staff, volunteers, and board members directly confront this local crisis with help from all law enforcement agencies, healthcare providers, the clergy, and other concerned citizens who are working together to aid in the effort to end domestic violence in our community; and

WHEREAS, survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home.

NOW THEREFORE, in recognition of the important work done by domestic violence programs, I do hereby proclaim the month of October 2024 to be Domestic Violence Awareness Month in the City of Willow Park and urge all citizens to actively participate in the scheduled activities and programs to work toward eradicating domestic violence, improving victim safety, and holding perpetrators of domestic abuse accountable for their actions against individual victims, and our society as a whole.

IN WITNESS WHEREOF, I have set my hand and caused the seal of Willow Park Texas, to be affixed this 14th day of October, 2025.

Mayor Teresa Palmer

Attest:

Deana McMullen, City Secretary



CITY COUNCIL SPECIAL MEETING JULY 28, 2025 MINUTES

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

Monday, July 28, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINE IF QOURUM IS PRESENT

PRESENT:

MAYOR Teresa Palmer

COUNCILMEMBER Chawn Gilliland

COUNCILMEMBER Eric Contreras

COUNCILMEMBER Greg Runnebaum

COUNCILMEMBER Nathan Crummel

City Manager Bryan Grimes

City Secretary Deana McMullen

PLEDGE OF ALLEGIANCE AND INVOCATION

The Invocation was given by Nancy Brown. The Pledge of Allegiance was given by all present.

PUBLIC COMMENTS (Limited to five minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to five (5) minutes for each speaker provided that there are no more than ten (10) speakers. If there are more than ten (10) speakers, the Mayor and/or the City Council may reduce the applicable time limits to speak to three (3) minutes. The Texas Open Meetings Act provides the following:

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

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

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

The Following gave Public Comments:

REGULAR AGENDA ITEMS

1. **Mayor Comments - Resignations of Councilmembers Lea Young and Greg Runnebaum**

Mayor Teresa Palmer stated that as a housekeeping measure and recommendation from City Manager Bryan Grimes to establish a record of the resignations in our meeting minutes, I want to clarify when I received resignations from Councilmembers Lea Young and Greg Runnebaum.

Lea Young issued her resignation from council on on Friday, July 18, 2025 and it automatically became effective on the 8th day, Saturday, July 26, 2025.

Greg Runnebaum issued his resignation from City Council on Monday, July 21, 2025, and it would have become effective on Tuesday, July 29, 2025, but he then withdrew his resignation on Friday, July 25, 2025.

2. **Discussion/Action: to accept letter of resignation of Lea Young from City Council Place 4**

Motion was made to accept the resignation of Lea Young-City Council Place 4.

Motion made by COUNCILMEMBER Contreras, Seconded by COUNCILMEMBER Gilliland.

Voting Yea: COUNCILMEMBER Gilliland, COUNCILMEMBER Contreras, COUNCILMEMBER Runnebaum, COUNCILMEMBER Crummel

3. **Discussion/Action: the process of filling vacancy for Councilmember Place 4**

Mayor Teresa Palmer stated that we should take steps to fill the vacancy that now exists for the unexpired term for Place 4. We need to take immediate action to ensure that our ability to hold special meetings, approve the 2025 tax rate and all other necessary business of Willow Park is not prohibited by a two-thirds quorum requirement.

The following individuals have expressed interest and provided their qualifications for consideration: Judge Roy Kurban, Michael Chandler, Johnathan Stickland, Paul Kenney, Scott Smith and Catherine Davis.

There was a brief break at 6:45 pm for a medical emergency with an audience member.

Mayor Teresa Palmer called the meeting back to order at 7:04 pm.

Motion was made to postpone this decision for one week to post on the City Website for anyone interested in being selected for City Council and we we have a clear

definition on procedure with all transparency to hear from everyone who is interested and can meet again to make our decision, based on that once we have had time to review properly.

Motion made by COUNCILMEMBER Crummel, Seconded by COUNCILMEMBER Runnebaum.

Voting Yea: COUNCILMEMBER Gilliland, COUNCILMEMBER Contreras, COUNCILMEMBER Runnebaum, COUNCILMEMBER Crummel

Councilmember Nathan Crummel made an additional motion to have the deadline for submitting an application for City Council until noon on Friday, August first. Councilmember Greg Runnebaum seconded the motion.

Voting Yea, Councilmember Runnebaum, Councilmember Crummel, Councilmember Gilliland, Councilmember Contreras.

4. Discussion/Action: to consider appointment to fill vacancy City Council Place 4

This item was not acted upon at this time. The deadline to accept applications for the vacancy of City Council Place 4 will be extended to August 1, 2025.

A Special meeting will be held on August 5, 2025 to discuss this item further.

No formal action was taken on this item.

5. Administer Oath of Office by Mayor Palmer

This item was not acted upon at this time.

6. Discussion/Action to consider approval of Resolution 2025- 2011 suspending July 31, 2025, effective date of Oncor Electric Delivery Company's Rate Increase Request.

Motion was made to deny the Oncor Electric Delivery Company's Rate Increase Request.

Motion made by COUNCILMEMBER Gilliland, Seconded by COUNCILMEMBER Contreras.

Voting Yea: COUNCILMEMBER Gilliland, COUNCILMEMBER Contreras, COUNCILMEMBER Runnebaum, COUNCILMEMBER Crummel

7. Discussion/Action: to consider approval of Interlocal Agreement with the City of Hudson Oaks

Motion was made to approve the Interlocal Agreement with the City of Hudson Oaks as discussed.

Motion made by COUNCILMEMBER Contreras, Seconded by COUNCILMEMBER Runnebaum.

Voting Yea: COUNCILMEMBER Gilliland, COUNCILMEMBER Contreras, COUNCILMEMBER Runnebaum, COUNCILMEMBER Crummel

8. Discussion/Action: to consider approval of expanding the wastewater treatment plant from 0.075 MGD to 1.0 MGD

Motion was made to approve the expansion of the wastewater treatment plant from 0.075 MGD to 1.0 MGD as discussed.

Motion made by COUNCILMEMBER Contreras, Seconded by COUNCILMEMBER Runnebaum.

Voting Yea: COUNCILMEMBER Gilliland, COUNCILMEMBER Contreras, COUNCILMEMBER Runnebaum, COUNCILMEMBER Crummel

9. Discuss/Action: consider approval of advertising RFQ for a City Attorney

Mayor Teresa Palmer asked the Council to consider approval of advertising an RFQ for a City Attorney due to the current City Attorney submitting his resignation on July 18, 2025. During discussion Councilmembers brought up several discrepancies in the RFQ document that was presented to them. It was also discussed that currently the City of Willow Park has an ordinance # 749-17 passed in March of 2017 that puts the City Attorney under the supervision of the City Administrator who also determines the pay for the Attorney. This ordinance does not make the City Attorney an officer of the City.

There was additional discussion regarding the RFQ as well as the procedural steps needed to make this happen.

The ordinance should be changed to make the City Attorney an Officer of the City and report to the City Council rather than the City Administrator.

Criteria needs to be made for the RFQ before sending it out for advertising.

Needs to be decided if a Simple majority of the Council can do this or does it need to be a Super Majority requiring 2/3 members votes to take any action on.

This item can be discussed on the August 5, 2025 Special City Council meeting Agenda.

Motion was made to add discussion of procedures to hire a City Attorney on the Agenda for the August 5, 2025 City Council meeting.

Motion made by COUNCILMEMBER Gilliland, Seconded by COUNCILMEMBER Contreras.

Voting Yea: COUNCILMEMBER Gilliland, COUNCILMEMBER Contreras, COUNCILMEMBER Runnebaum, COUNCILMEMBER Crummel

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

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

Mayor Palmer adjourned the regular session into Executive Session at 7:42 pm to discuss items regarding Section 551.074, Personnel Matters - City Manager Bryan Grimes.

Those in attendance were Mayor Teresa Palmer, Mayor Pro Tem Eric Contreras, Councilmember Chawn Gilliland, Councilmember Greg Runnebaum and Councilmember Nathan Crummel.

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

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

Mayor Palmer called the regular meeting back to order at 8:39 pm.

There was no action on any item discussed in Executive Session.

INFORMATIONAL

12. CLOSING COMMENTS FROM CITY COUNCIL

Councilmember Eric Contreras stated that he was praying that David Allen health issues were better. I want the best for him

Councilmember Nathan Crummel - Quoted Proverbs

13. CLOSING COMMENTS FROM MAYOR

Allow us some grace while we are pushing to try to get things done.

Keep showing up at the meetings.

Thank you all for coming. Heard from David Allen's mom and he is doing fine.

We have ordered more chairs for the Council chambers.

ADJOURNMENT

With there being nothing further to discuss or consider Mayor Palmer asked for a motion to adjourn.

Motion was made to adjourn the Special meeting of Willow Park City Council at 8:43 pm.

Motion made by COUNCILMEMBER Crummel, Seconded by COUNCILMEMBER Contreras.

Voting Yea: COUNCILMEMBER Gilliland, COUNCILMEMBER Contreras, COUNCILMEMBER Runnebaum, COUNCILMEMBER Crummel

These minutes were passed and approved on this the _____ day of _____ 2025.

Mayor, Teresa Palmer

ATTEST:

Deana McMullen
City Secretary



Willow Park

TEXAS

**REQUEST FOR QUALIFICATIONS (RFQ) AND
STATEMENT OF QUALIFICATIONS
CITY ATTORNEY SERVICES
FOR**

CITY OF WILLOW PARK

RFQ NO. CWP-2025-07

DUE DATE: WEDNESDAY, AUGUST 27, 2025 AT 12:00 P.M.

CITY OF WILLOW PARK, TEXAS

120 El Chico Trail

Willow Park, Texas 76087

(817) 441-7108

<https://www.willowpark.org>

I. Purpose

The City of Willow Park, a Home Rule Municipality, is soliciting a Statement of Qualifications (SOQ) from experienced Professional Legal Firms for the purpose of providing City Attorney services to the City of Willow Park on a contractual basis.

The firm/individual will be tasked with providing general municipal counsel, basic legal services, guidance on special projects, and advice to the City Council. The City requests that one attorney be designated as the point of contact or lead attorney.

II. Services Required

The firm/individual selected is to possess a Juris Doctorate from an accredited law school by the American Bar Association, a license to practice law in the State of Texas, and be a member in good standing with the Texas Bar. Five (5) years experience of legal services for Texas municipality(ies) with a comprehensive knowledge of municipal law, municipal finance, personnel law, and employment law, as well as land use and regulation, is required. Approved as defense counsel for Texas Municipal League Intergovernmental Risk Pool is preferred.

Basic legal services required include:

- a. Providing a variety of proactive, high-quality and timely legal opinions to the City Council and City Staff.
- b. Reviewing and drafting ordinances, resolutions, contracts, agreements, deeds, and easements;
- c. Negotiating and administering contracts, as well as assisting with the resolution of contractual disputes;
- d. Providing timely advice regarding government operations, elections, open meetings, public information, City Ordinances, State law, property matters, and real estate matters, including annexation, zoning, and condemnation;
- e. Providing proactive legal counsel on issues pertaining to personnel policies and procedures and providing counsel in all compliance employment matters such as, but not limited to state and federal employment law, Workers Compensation, EEOC, FLSA, FMLA and OSHA requirements

- f. Reviewing agendas and materials for the City Council meeting, preparing legal advice;
- g. Attending regular meetings of the City Council and occasional special meetings.
(Generally two regular meetings monthly – typically the 2nd and 4th Tuesday);
- h. Attending Board and Commission meetings only on an “as – needed” basis;
- i. Staying abreast and informing the City of new or proposed State and Federal legislations affecting the City;
- j. Knowledge of Texas Public Information Act and Texas Open Meeting Act;
- k. Knowledge of the creation of Public Improvement Districts (PID), Municipal Utility Districts (MUD), Tax Increment Reinvestment Zones (TIRZ), and Municipal Management Districts (MMD).
- l. Knowledge of laws and methods to facilitate effective code enforcement to improve deteriorating areas in the City, including demolition procedures and property maintenance code provisions;
- m. Providing counsel and advice to City Council, Staff, and Boards and Commissions; and
- n. Assisting City Officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
- o. Providing prosecutor services for municipal court Class C misdemeanor cases.

III. Proposal Requirements

Each Statement of Qualifications (SOQ) must address, but does not need to be limited to the following issues:

- 1. Introductory letter with a general description and background of the firm and the services it provides. The letter should indicate your firm’s understanding of the scope and requirements relating to this proposal. A person who is authorized by the organization to enter into an agreement with the City of Willow Park will sign the letter.
- 2. Firm or individual name, including the owner, address, and telephone number. Provide the address of all firm offices, identifying in which office the work will be performed, the number of years of continuous operation under the current law firm name, and if less than ten years, provide the former name of the firm.
- 3. Attach a list of Principals in the firm. Include a biographical sketch of each, including education, years of experience, years of municipal law experience, and any areas of specialty within the field of municipal law.

4. Provide the name and complete resume of the assigned Attorney who will have primary responsibility for the City of Willow Park's legal matters.
5. Provide a list of attorneys who will provide services to the City. Include a description of these attorneys' education, years of legal experience, years of municipal legal experience, and any areas of specialty within the field of municipal law.
6. Provide a complete list of all current municipal clients, including email and phone contact information. Please identify five clients that you think are most comparable to the City of Willow Park.
7. If your firm has represented a city in the last five years that you no longer serve as City Attorney, please provide the following information:
 - a. Name of the city.
 - b. Name of City Manager (or appropriate reference) and contact information.
 - c. Explanation regarding why you no longer represent that city.
8. Provide a brief summary of the firm's experience in each of the following areas and your strategy for managing those areas in which your firm does not have experience and would be required to outsource:
 - Business contracts and agreements.
 - Bidding and procurement.
 - Ordinances and resolutions.
 - Real estate matters, including condemnations, platting, deeds and easements.
 - Subdivision Regulations.
 - Zoning matters.
 - Annexation and Extraterritorial Jurisdiction issues.
 - Election procedures and law.
 - Eminent Domain.
 - Open meetings and open records.
 - State law as it pertains to municipalities.
 - Personnel matters, including non-civil service police and fire.
 - Zoning and development processes.
 - Economic development incentives, including Chapter 380 provisions.
 - Economic development corporations.
 - Tax Increment Reinvestment Zones.
 - Police and Public Safety specialty law.
 - Special Districts (e.g. MDD; PID, MUD, etc...)
 - Utility districts, water supply corporations, and emergency service districts.
 - Charter and charter amendments.
 - Municipal Court Prosecution of Class C Misdemeanor cases.

9. Please list any client that you currently represent that could cause a potential conflict of interest with the City of Willow Park. Describe how you would resolve these current or future potential conflicts of interest.
10. If your firm has represented any client in the past fifteen years against the City of Willow Park or one of its employees, please describe the case(s).
11. If you have filed any litigation in the last five years in which a municipality or the Texas Municipal League was a defendant, please describe the case(s).
12. Any other items that the firm/individual deems necessary. Each submittal should also provide a summary detailing the experience and understanding of the role of providing consulting legal services, including how the City Attorney balances the relationship between the Mayor and Council as well as the City Manager and staff.
13. The proposing firm must have all professional licenses required by the State of Texas to provide the services that are required. Proof of these licenses must be included as a part of the submittal.
14. Demonstrate methodologies that your firm has used in the past to create efficiencies in the delivery of your services, thus reducing costs to your clients. Examples might be remote participation in meetings, reduced rates for travel time, use of paralegals for some services, etc. Propose how those efficiencies might be applied to Willow Park.
15. The firm must utilize computer equipment, software and systems compatible with current City computer equipment, software, and systems. The City has largely converted to Microsoft 365 and primarily uses Microsoft Teams.

IV. Evaluation Process

The City reserves the right to accept or reject any and all submissions in the best interest of the City. In connection with the evaluation, the City may invite one or more applicants to make an oral presentation to the City Council at a time and location to be announced and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

The following information will be taken into consideration during the evaluation process:

- Meets qualifications identified in the Request for Qualifications.
- Proposals included complete and clear responses to items.
- Demonstrated expertise in municipal law as outlined in Section III, Question 7.

- Available support staff and range of services offered.
- Demonstration of workload and a level of experience commensurate with the level of service required by the City.
- The professional reputation for providing high-quality services, ability to work cooperatively with the City Council, City Manager, City staff and demonstrates sound judgment, integrity, and reliability as determined by the references provided.

Based on the Council's review of submittals, it is expected that several firms may be shortlisted for further consideration and may be required to submit supplemental information. Additionally, the selected firm(s) may be required to make a presentation before the Mayor and City Council.

Interviews of short-listed firms will be scheduled on Tuesday, May 27, 2025 starting at 5:00 p.m. The targeted date for the formal selection of firms and approval of contracts is at the June 10, 2025, Council meeting.

Please submit one (1) original and one (1) electronic (USB flash drive) PDF copy of the Qualifications Statement by 2:00 p.m. local time on Thursday, May 8, 2025. Submittals received after the submittal date and time will not be considered.

The submittal may be hand-delivered to the physical address or mailed. Facsimile and Email transmittals will not be accepted. The outside of the envelope or container must state: Request for Qualifications: City Attorney Services

Mailing Address:

City of Willow Park
Attn: City Secretary
120 El Chico Trail Suite A
Willow Park, TX 76087

Physical Address for Courier Service:

City of Willow Park
Attn: City Secretary
120 El Chico Trail Suite A
Willow Park, TX 76087

All responses submitted become the property of the City of Willow Park and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information identified by the firm as such. All confidential information should be specifically and conspicuously marked as such in red. The City of Willow Park will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

V. Contract award

The contract will be awarded for an initial period of one year. The agreement will then be automatically renewed for additional one-year periods unless terminated by either party. However, the City Attorney shall work at the pleasure of the Willow Park City Council, and nothing herein shall limit their ability to terminate the contract at will with no notice or penalty.

All costs directly or indirectly related to the preparation of a response to this RFQ or any oral presentation required to supplement and/or clarify the RFQ, which may be required, shall be the sole responsibility of and shall be borne by your firm. There is no expressed or implied obligation on the part of the City of Willow Park to reimburse responding firms for any expenses incurred in preparing or presenting a Statement of Qualifications in response to this request.

The City reserves the right to require additional technical and pricing information, have discussions with Respondents regarding all elements which comprise the Respondents' proposals, to accept all or part of any proposal, to reject any or all proposals, and to re-solicit for proposals.

VI. Inquiries

Respondents shall direct all inquiries and communications concerning this Request for Qualifications to the Point of Contact listed below:

City Secretary Office

City of Willow Park, TX

Willow Park, TX 76087

dmcmullen@willowpark.org

(817) 441-7108

Proposed Schedule of Events*

July 28, 2025	Council reviews Request for Qualifications.
July 29, 2025	Request for Qualifications are sent to List of Vendors.
July 29, 2025	Advertise Notice in The Community News – 1 of 2.
August 5, 2025	Advertise Notice in The Community News – 2 of 2.
August 27, 2025	Statement of Qualifications Due at 12:00 p.m. (Copies of SOQs will be delivered to each Councilmember for review).
September 9, 2025	SPECIAL Executive Session to review SOQs and select short list for interviews.
September 23, 2025	Council interviews Firms from Short List; Executive Session posted for deliberation. Select Finalist. (Start at 5:00 p.m. to get the interviews in before Council meeting begins.)
Sept. 24 – Oct. 1, 2025	Check references & Finalize contract.
Oct. 14, 2025	Council approves Contract and appoints City Attorney.

***SCHEDULE IS SUBJECT TO CHANGE.**



CITY COUNCIL MEETING - SEPTEMBER 9, 2025 MINUTES

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

Tuesday, September 09, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

Mayor Teresa Palmer called the meeting to order at 6:00 pm and inquired if a quorum was present. City Secretary Deana said yes, there is a quorum present for this meeting.

PRESENT

MAYOR Teresa Palmer
 COUNCILMEMBER Eric Contreras
 COUNCILMEMBER Chawn Gilliland
 COUNCILMEMBER Scott Smith
 COUNCILMEMBER Nathan Crummel

STAFF PRESENT:

City Manager Bryan Grimes
 City Secretary Deana McMullen
 City Attorney Andy Messer

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Scott Smith gave the Invocation and led the Pledge of Allegiance given by all present.

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 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.

Gwendolyn Galley - Read aloud a tribute to Dixie Smith

Carol Wagner

Stephen Watson

Cathy Connolly

Marcy Galley

Gene Martin

CONSENT AGENDA

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

Motion was made to approve the consent agenda approving City Council minutes for July 8, 2025 and July 15, 2025 as presented and pull City Council minutes for July 28, 2025 for correction and present at the next regular city council meeting.

Motion made by COUNCILMEMBER Contreras, Seconded by COUNCILMEMBER Smith.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel

1. **City Council meeting minutes for July 8, 2025.**
2. **City Council Special meeting minutes for July 15, 2025.**
3. **City Council Special meeting minutes for July 28, 2025.**

REGULAR AGENDA ITEMS

4. **Discussion & Action: to consider approval of Engagement Letter for City Attorney Services with Messer Fort; and discussion of permanent vs. temporary; procurement/process and authorization for Request for Qualifications procedure.** (Council Member Chawn Gilliland; Mayor Pro Tem Nathan Crummel)(Mayor Teresa Palmer)

Mr. Andy Messer of Messer & Fort Law Firm discussed the details of the engagement letter and answered questions from the Council.

Motion was made to approve the Engagement letter for City Attorney Services with Messer Fort and have them serve as the permanent City Attorney for Willow Park.

Motion made by COUNCILMEMBER Crummel, Seconded by COUNCILMEMBER Smith.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel

5. Discussion & Action: to accept the resignation of Council Member Greg Runnebaum, Place 3. *(Mayor Pro Tem Nathan Crummel; Council Member Scott Smith)*

Mayor Pro Tem Nathan Crummel said thank you to Mr. Runnebaum for his service to the Community for over a decade. He was a strong leader. This is just a formality because his time was up on August 23, 2025.

Motion was made to accept the resignation of Councilmember Greg Runnebaum, City Council Place 3.

Motion made by COUNCILMEMBER Crummel, Seconded by COUNCILMEMBER Contreras.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, Smith, COUNCILMEMBER Crummel

6. Discussion & Action: to discuss, consider, and act on to setting the date, time, and place for a public hearing on the tax rate and proposed budget for the period beginning October 1, 2025 thru September 30, 2026. *(City Manager Bryan Grimes)*

In accordance with Section 551.043 of the Texas Government Code, the City of Willow Park provides the following Taxpayer Impact Statement for the upcoming fiscal year budget: For the median-valued homestead property a comparison of the current property tax bill in dollars pertaining to the property for the current fiscal year ("FY"), an estimate if the proposed budget is adopted for the upcoming FY, and an estimate of a balanced budget at the no-new-revenue tax rate for the upcoming FY is below:

Taxpayer Impact Statement

Property Tax Due on Median Valued Homestead

2024 Rate vs. 2025 Proposed Rate vs. 2025 No New Revenue Rate

	Rate per \$100 of Median Valued		Tax Due
	Value	Homestead Property	
2024 Adopted Tax Rate	\$0.432546	\$357,677	\$1,547.11
2025 Proposed Tax Rate	\$0.421646	\$380,310	\$1,603.56
2025 No New Revenue Rate	\$0.424084	\$380,310	\$1,612.83

City Manager Bryan Grimes stated that we would be scheduling a Public Hearing on the proposed 2025-2026 FY Budget on Tuesday September 23, 2025 at 6:00 at the regular scheduled meeting. We will adopt the Budget on that night.

Motion was made to hold a Public Hearing on the proposed FY 25-26 Budget and adopt it on Tuesday, September 23rd at 6:00 pm.

Motion made by COUNCILMEMBER Contreras, Seconded by COUNCILMEMBER Crummel.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel

7. Discussion & Action: to discuss, consider and act on approving a proposed ad valorem tax rate for the period beginning October 1, 2025 thru September 30, 2026 and Setting the Public Hearing date and time. (City Manager Bryan Grimes)

Motion was made to hold a Special meeting for a Public Hearing on the proposed Tax Rate on Wednesday September 24, 2025 at 6:00 pm and consider adoption of the ordinance that will set the tax rate for FY 25-26 as discussed in work sessions held earlier in the summer.

Motion made by COUNCILMEMBER Crummel, Seconded by COUNCILMEMBER Contreras.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel

8. Discussion & Action: Each City Council Member and Mayor Palmer will choose 1 candidate from the list to Interview for the Vacancy of City Council Place 3; and City Council to appoint and fill City Council Member, Place 3 vacancy; and administer Oath by Mayor Palmer. (Mayor Pro Tem Nathan Crummel; Council Member Scott Smith)(Mayor Teresa Palmer)

Mayor Teresa Palmer read the list of Applicants to be considered for the Vacant City Council Place 3 Seat for an unexpired term.

Those Candidates were: Michael Chandler; Gene Martin; Derek Gregory; Levi Adler; Buddy Wright; Janette Kurban and Charles Hodge.

Councilmember Scott chose: Buddy Wright; Councilmember Nathan Crummel chose: Buddy Wright; Councilmember Chawn Gilliland chose: Buddy Wright; Councilmember Eric Contreras chose: Charles Hodge; Mayor Teresa Palmer chose: Janette Kurban.

Each candidate that was chosen was interviewed in Open Session while the other candidates waited in the Conference Room. The City Councilmembers and Mayor Palmer asked a variety of questions as to why they should be chosen as the next City Councilmember Place 3.

Following the interviews of the three applicants a motion was made to appoint Buddy Wright to Council Place 3 for an unexpired term.

Motion made by COUNCILMEMBER Gilliland, Seconded by COUNCILMEMBER Crummel.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel

9. Discussion & Action: to consider the appointment of Deputy City Secretary and/or the possible engagement of a search firm, such as Strategic Government Resources (SGR), for interim city secretary services. (Mayor Pro Tem Nathan Crummel; City Manager Bryan Grimes)(Mayor Teresa Palmer)

Mayor Palmer stated that she had spoken with City Secretary Deana McMullen and the absences should cut down significantly. It would be best to appoint a Deputy City Secretary and to avoid confusion it should only be one person. Mayor Palmer recommended Andi Saylor to be appointed as Deputy City Secretary and to attend training as needed.

Motion was made to appoint Andrea Saylor as Deputy City Secretary as recommended.

Motion made by COUNCILMEMBER Gilliland, Seconded by COUNCILMEMBER Smith.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel and COUNCILMEMBER Wright.

10. Discussion: Texas Legislative update and its impact on Open Meetings Act. (City Manager Bryan Grimes)

City Manager Bryan Grimes informed the City Council that the Legislature changed the law effective on September 1, 2025 that there is a new rule regarding posting of the Meeting Agendas. It will now have to be Posted 3 working days prior to the meeting rather than the normal 72 hours in advance. The day it is posted and the day of the meeting do not count. So our Agendas will have to be posted no later than the Wednesday prior to the meeting the following Tuesday.

No action was taken on this item.

11. Discussion/Action to review the practice of having "sponsorships" for agenda items. (Councilmember Eric Contreras)

Councilmember Eric Contreras asked the Mayor and Council to review the practice of having "Sponsorships" listed for agenda items. Councilmember Contreras stated that he did not understand the need for having a name of someone who requested the item for the Agenda listed next to the Agenda item. Mayor Palmer stated that there is a law that states this can be done so that members of the public as well as Council and staff are able to know who is asking for the item(s) listed.

There is no issue for having this listed on the Agenda.

There was no action on this item.

12. Discussion & Action: to approve an interlocal agreement with Parker County for jail services. *(WPPD Chief Ray Lacy; Lt. Quincy Hamilton)*

Chief of Police Ray Lacey addressed the Council requesting approval of an interlocal agreement with Parker County for jail services. Chief Lacey stated that this was an annual contract that had been in place for several years and requires council action for approval.

Motion was made to approve the interlocal agreement with Parker County Sheriff Office for jail services with Willow Park for the Fund Year 2025-2026.

Motion made by COUNCILMEMBER Smith, Seconded by COUNCILMEMBER Contreras.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel and COUNCILMEMBER Wright.

13. Discussion: Home Rule Charter Commission Report to the Mayor and City Council. *(Mayor Teresa Palmer)*

Mr. Gene Martin gave an updated report for the Home Rule Charter Commission.

11 of the 14 appointed members were present at the last meeting, Tandy Blackstock was selected as the Commission Secretary, Consideration of adopting a Mission Statement for the HRCC and developing a survey. The Commission has adopted a consensus approach for decision making.

There was also discussion as to whether the City Attorney should attend the HRCC meetings. No one on the board had any questions that needed a legal opinion.

No action was taken on this item. However the City Council members are in favor of having a City Attorney present for the Home Rule Charter Committee meetings.

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

Mayor Teresa Palmer adjourned the regular meeting of the Willow Park City Council into Executive Session to discuss the items listed on Agenda at 8:08 pm.

Those in attendance were Mayor Palmer, Mayor Pro Tem Nathan Crummel, Councilmember Eric Contreras, Councilmember Chawn Gilliland, Councilmember Scott Smith newly appointed Councilmember Buddy Wright, City Manager Bryan Grimes, City Attorney Andy Messer.

14. Section 551.071, Consultation with Attorney; Section 551.074, Personnel Matters - City Manager; Employment Agreement; Severance Agreement.

15. Section 551.071, Consultation with City Attorney; Section 551.087, Economic Development Negotiations, Dean Ranch Development.

16. Section 551.071, Consultation with City Attorney regarding pending or contemplated litigation: Beall Dean Ranch Development (Demand Letter from City of Fort Worth and City of Aledo).

17. Section 551.074, Personnel Matters – Deliberate the appointment of Planning & Zoning Commission members.

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

Mayor Teresa Palmer reconvened the regular meeting of the Willow Park City Council at 10:04 pm

Motion was made to have the City Attorney negotiate a severance agreement or a contract extension agreement with City Manager's Attorney.

Motion made by COUNCILMEMBER Crummel, Seconded by COUNCILMEMBER Gilliland.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel and COUNCILMEMBER Wright

18. Discussion & Action: on the possible engagement of a search firm, such as Strategic Government Resources (SGR), for interim city manager services.
(Mayor Teresa Palmer)

Mayor Teresa Palmer stated that due to the action taken on Item 14 from the Executive Session, this item was a mute point.

No action was taken on this item.

INFORMATIONAL

City Manager Comments:

Bryan Grimes informed the Council that the TML Annual Conference is being held on October 29th thru 31st in Fort Worth this year and if anyone wishes to attend the Conference, please let staff know so that we can get you registered. Also the Attorney Law Firm, Messer & Fort is holding a Celebration event on Oct 7th from 5-8 pm for anyone who may want to attend.

City Council Comments:

Mayor Pro Tem Nathan Crummel - Thank all of the people who spoke at tonight's meeting. Please keep showing up. Really enjoyed having the candidate interviews in Open Session as opposed to Executive Session. Would like to see a future Agenda item that would set the standards and process of appointing someone to a Vacancy on the City Council.

Councilmember Scott Smith - Wanted to Thank Public Works Director Chase McBride for running me around showing me every water well site, the infrastructure and everything Public Works. I was blown away by what is in place. Thank you!

Councilmember Chawn Gilliland - Thank you to the applicants for the council place 3 vacancy. Welcome Buddy Wright to the position. Kudos to the Police Department for arresting an individual that was given life in prison for distributing Fentanyl in Willow Park.

Mayor Teresa Palmer - I agree with Council regarding the open session interviews. It was a Wonderful way to conduct the search for a new Councilmember. On the September 23, 2025 regular meeting we will have an update and report from Mr. Derek Turner regarding the Bankhead Highway Extension project.

ADJOURN:

With there being nothing further to discuss or consider Mayor Teresa Palmer called for a motion to adjourn.

Motion was made to adjourn the regular meeting of the Willow Park City Council at 10:10 pm.

Motion made by COUNCILMEMBER Crummel, Seconded by COUNCILMEMBER Gilliland.

Voting Yea: COUNCILMEMBER Contreras, COUNCILMEMBER Gilliland, COUNCILMEMBER Smith, COUNCILMEMBER Crummel

PASSED AND APPROVED THIS THE _____ DAY OF _____ 2025.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen
City Secretary



Willow Park
TEXAS

CITY COUNCIL MEETING SEPTEMBER 23, 2025 MINUTES

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

Tuesday, September 23, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

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

PRESENT

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

Staff Present were:

City Manager Bryan Grimes

City Secretary Deana McMullen

City Attorney, Fritz Quast

PLEDGE OF ALLEGIANCE AND INVOCATION

Judge Roy Kurban gave the Invocation and led the Pledge of Allegiance that was given by all present.

INFORMATIONAL COMMENTS

1. Mayor Comments

Mayor Teresa Palmer said she had received several calls with complaints regarding Oncor and tree trimming. She met with the Regional manager at Squaw Creek to ask why it is necessary to cut the trees down to stubs rather than just the trimming around the electrical wires on poles. Mayor Palmer stated that she would like to have this item on the next Agenda so that the Regional Manager could be here to explain to Council as well as answer any questions.

Mayor Palmer stated that the Attorney's office has asked for item number 14 on the Agenda (Executive Session - reference to City manager contract) be moved up ahead of item number 2.

Councilmember Chawn Gilliland made a motion to move Item number 4 up before item number 2 due to time constraints for Judge Quisenberry. The motion was seconded by Councilmember Scott Smith. Motion carried with five votes in approval and zero votes opposed.

2. Hear presentation on proposed Parker County Judicial Facilities Bond. (*Chawn Gilliland*)

Parker County Judge Quisenberry of the 415th District Court was present to discuss the Bond Proposal that is on the ballot in November with early voting being less than a month away. The Bond proposal is for voters to consider approving the bond for a new Justice Center that would house all of the Courts that are now scattered all over, as well as a jail expansion to get ahead of the growth that keeps coming to Parker County. The Judge handed out brochures giving the information on the bond to anyone interested.

No action was taken on this item.

3. Section 551.071, Consultation with Attorney; Section 551.074, Personnel Matters - City Manager; Bryan Grimes Employment Agreement; Severance Agreement.

Mayor Teresa Palmer then adjourned the regular session of the City Council into Executive Session to discuss Section 551.071, Consultation with Attorney; Section 551.074, Personnel Matters - City Manager; Bryan Grimes Employment Agreement; Severance Agreement at 6:18 pm.

Those in attendance were Mayor Teresa Palmer, Mayor Pro Tem Nathan Crummel, Councilmember Eric Contreras, Councilmember Chawn Gilliland, Councilmember Buddy Wright, Councilmember Scott Smith, City Attorney Fritz Quast and City Manager Bryan Grimes.

Following the Executive Session, Mayor Teresa Palmer called the regular meeting of the City Council back to order at 7:24 pm.

Motion was made to have the Attorney's work together to come up with a Severance Agreement for Bryan Grimes and that the City Attorney finalize the agreement.

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

Voting Nay: Councilmember Gilliland, Councilmember Smith

PUBLIC HEARINGS:

The City of Willow Park City Council will hold a public hearing on the proposed 2025-2026 fiscal year budget at a City Council meeting at 6:00 p.m. on September 23, 2025, in the Willow Park City Hall, Council Chambers, 120 El Chico Trl., Suite A, Willow Park, Texas.

Open Public Hearing

Close Public Hearing

Mayor Teresa Palmer opened the Public Hearing for anyone wishing to speak for or against the proposed Budget for the 2025-2026 FY at 7:55 pm

With there being no one to speak for or against the proposed budget for the 2025-2026 FY Mayor Teresa Palmer closed the Public Hearing at 7:55 pm.

No action was taken on this item.

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.

Bill Green

Gene Martin

Randy Keck

Whitney Wass

Roy Kurban - Subject - Formal Objection to Sexist Remarks made by Councilmember Scott Smith at the September 9, 2025 City Council meeting directed at candidate Janette Kurban during her interview for the City Council vacancy. (complaint is attached to the minutes)

CONSENT AGENDA

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

4. Approval of Regular City Council Meeting Minutes:

July 28, 2025 Regular Meeting (corrected)

August 5, 2025 Special Meeting

August 12, 2025 Regular Meeting

August 26, 2025 Special Meeting

The July 28th City Council meeting minutes need to come off the consent Agenda for a correction regarding the item Oncor requesting a rate increase.

Motion to approve the consent Agenda with the July 28th regular meeting minutes pulled off to be corrected and brought back to the next meeting.

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

REGULAR AGENDA ITEMS

5. **Discussion and Action: Presentation by Jacob & Martin regarding the westward extension of Bankhead Highway from the Clear Fork of the Trinity River to East Bankhead Drive and possible action related to execution of a Letter of Intent with Alan R. Scott related to the construction of the extension and conveyance of the property for right-of-way. (Mayor Teresa Palmer)**

Mr. Ryder Scott was present and gave a background report on Bankhead Highway. He gave the history of the highway. Following his information he turned the podium over to Mr. Derek Turner of Jacob & Martin regarding the westward extension of Bankhead Highway from the Clear Fork of the Trinity River to East Bankhead Drive and possible action related to the execution of a letter of intent with Alan R. Scott related to the construction of the extension and conveyance of the property for the right-of-way. The project is to extend Bankhead Highway from the Clear Fork of the Trinity West to the Existing Bankhead Highway. -Options - Full Width Minor Arterial Construction Concrete Street meeting city requirements- Options - Two lane construction concrete street meeting city requirements, Water and Sewer Extensions - along rights of way for either option. Projected cost for option approximately \$4.1 million and \$625,000 for the drainage.

Timeline would be about 2 months for design. 8-12 months for construction. Water and sewer would be upgraded to prepare for the future growth. Councilmember Smith asked if there were any historical constraints. Answer was no. Other councilmembers stated that \$4.1m was a tremendous ask and funding would have to be considered.. Following discussion Mayor Palmer asked if there was a motion to consider this project. There was none. No action taken on this item.

6. **Discussion and Action: to adopt an Ordinance for the adoption of the City of Willow Park Municipal Budget for Fiscal Year 2025-2026 (City Manager Bryan Grimes)**

Taxpayer Impact Statement

Property Tax Due on Median Valued Homestead

2024 Rate vs. 2025 Proposed Rate vs. 2025 No New Revenue Rate

	Rate per \$100 of Median Valued		Tax Due
	Value	Homestead Property	
2024 Adopted Tax Rate	\$0.432546	\$357,677	\$1,547.11
2025 Proposed Tax Rate	\$0.421646	\$380,310	\$1,603.56
2025 No New Revenue Rate	\$0.424084	\$380,310	\$1,612.83

City manager Bryan Grimes stated that there were no changes from the initial work sessions held earlier in the summer. Council needs to approve the ordinance that will adopt the budget for FY 2025-2026.

Motion to approve the ordinance that will adopt the Budget for the 2025-2026 Fund year.

Motion made by Councilmember Crummel, Seconded by Councilmember Smith.

Voting Yea: Councilmember Contreras, Councilmember Gilliland, Councilmember Wright, Councilmember Smith, Councilmember Crummel * Note this was a roll call vote.

7. Update of the City of Willow Park Pavement Management Plan (City Engineer Gretchen Vazquez)

City Engineer Gretchen Vazquez gave a power point presentation to the City Council regarding the Pavement Management Plan for Willow Park.

The report gave a Street Inventory and Condition Summary by segment, a 5 Year Rehab Plan and also included Full Size maps that shows Functional Classification, Current Pavement condition (CPU) the 5 year rehab plan, cost estimate (\$155k annual budget) and 5 year Post Rehabilitation PCI \$155k annual budget.

No action was taken on this item.

8. Discussion and Action: to consider approval of Utility Fee Ordinance 923-25 for Fiscal Year 2025-26. (ACM Michelle Guelker)

Motion was made to approve the Utility Fee Ordinance 923-25 for Fiscal Year 2025-26

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

9. Discussion and Action: to consider approval of a Resolution appointing Voting Member and alternate to the Fort Worth Water and Wastewater Wholesale Advisory Committee (ACM Michele Guelker)

Motion was made to approve the Resolution appointing Michelle Guelker and Gretchen Vazquez as voting member and alternate to the Fort Worth Water and Wastewater Wholesale Advisory Committee.

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

10. Discussion and Action: to Consider approval of ETJ Map for the City of Willow Park (City Planner, Chelsea Kirkland)

This item was removed from the Agenda.

No action on this item.

11. Discussion and Action: to consider an ordinance denying the proposed change in rates of Oncor Electric Delivery Company. (City Secretary Deana McMullen)

Oncor has requested the City to approve an ordinance denying the proposed change in rates of Oncor Electric Delivery Company.

Motion was made to approve an ordinance denying the proposed change in rates of Oncor Electric Delivery Company.

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

12. Discussion and Action: to consider approval of a Resolution to submit candidate director nominations for Parker County Appraisal District for terms expiring December 31, 2025. (City Secretary Deana McMullen)

This item was to consider approval of a Resolution to submit candidate director nominations for Parker County Appraisal District for terms expiring December 31, 2025.

Following discussion there was no action on this item at this time. This item will be on the next meeting Agenda on October 14, 2025.

EXECUTIVE SESSION

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

Mayor Teresa Palmer adjourned the Regular meeting of the City Council into Executive Session at 8:48 p.m.

Those in attendance of this Executive Session were Mayor Teresa Palmer, Mayor Pro Tem Nathan Crummel, City Councilmember Eric Contreras, Councilmember Chawn Gilliland,

Councilmember Buddy Wright, Councilmember Scott Smith, Assistant City Manager Michelle Guelker, Assistant City Manager Toni Fisher and City Attorney Fritz Quast.

13. Section 551.071 (Consultation with Attorney); 551.072 (Deliberation Regarding Real Property) - 120 El Chico Trail Lease Agreements.

14. Section 551.071, Consultation with City Attorney; Section 551.087, Economic Development Negotiations, Beall-Dean Development.

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 session back to order at 9:17 pm. There was no action on any items discussed in Executive Session.

15. Discussion & Action: on the possible engagement of a search firm, such as Strategic Government Resources (SGR), for interim city manager services. (Mayor Teresa Palmer)

Mayor Teresa Palmer discussed the possible engagement of a search firm, such as Strategic Government Resources (SGR) for interim city manager services.

Mayor Pro Tem Nathan Crummel stated that he would like to see Assistant City Manager Toni Fisher appointed as Interim City Manager.

There was no action on this item.

INFORMATIONAL COMMENTS:

City Manager Comments

City Council Comments

Mayor Comments

City Manager Comments: None

City Council Comments:

Councilmember Scott Smith - Formal apology to Dr. Kurban. This is not who I am. This was not the case and I offer my sincerest apologies.

Mayor Comments - With the Departure of Bryan Grimes maybe we can heal and pull together. I will continue to serve the public as an Active Mayor.

ADJOURN

With there being nothing further to discuss or consider Mayor Teresa Palmer called for a motion to adjourn the meeting.

Motion was made to adjourn the regular city council meeting at 9:24 pm

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

THESE MINUTES WERE APPROVED BY WILLOW PARK CITY COUNCIL:

Mayor Teresa Palmer

Date

City Secretary Deana McMullen

09/23/2025

To: City of Willow Park Mayor and Councilmembers

Subject: Formal Objection to Religious Affiliation Remarks made by Councilmember Chawn Gilliland at September 9, 2025-City Council Meeting

Dear Mayor Palmer and Councilmembers,

I am submitting this written objection for the record regarding remarks made by Councilman Chawn Gilliland during the 09/09/2025 City Council meeting. His comment during the public candidate interview asked about Janette Kurban's religious affiliation as a criterion for office. Her religious affiliations were irrelevant to the agenda item under discussion, and contrary to what should be the council's Code of Conduct requiring respectful treatment of all participants. Requiring or implying religious affiliation as a criterion or suitability for office creates constitutional and ethical concerns.

I respectfully request the council:

1. Strike the comment from the record,
2. Require a public withdrawal/apology at the next council meeting,
3. Refer this matter to the city's ethics review process for investigation and action. If there are no appropriate ethics or conduct review processes in this city, I formally request there be an item for it placed on the next Agenda and/or all public servants be required to attend current classes offered for civility and/or discrimination training, so that this behavior never happens to another citizen of the City of Willow Park,
4. That council leadership reaffirm its commitment to respectful discourse by reviewing and, if necessary, strengthening the city's Code of Conduct to explicitly prohibit sexist or discriminatory remarks.

Our citizens expect and deserve professional, respectful discourse from their elected representatives. Addressing this incident promptly and transparently is critical to maintaining trust in Willow Park's governing body.

Respectfully,



Roy Kurban
221 Vista Drive

DRAFT

Willow Park
TEXAS**CITY COUNCIL SPECIAL MEETING SEPTEMBER 24, 2025 MINUTES**

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

Wednesday, September 24, 2025 at 6:00 PM

CALL TO ORDER AND DETERMINATION OF QUORUM

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

A quorum was present for this meeting

PRESENT

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

City Manager Bryan Grimes

City Secretary Deana McMullen

PLEDGE OF ALLEGIANCE AND INVOCATION

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

PUBLIC COMMENTS (Limited to five minutes per person)

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.

There were no public comments for this meeting.

PUBLIC HEARING:

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

OPEN PUBLIC HEARING

CLOSE PUBLIC HEARING

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

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

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

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

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

REGULAR AGENDA ITEMS

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

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

Motion made by Councilmember Contreras, Seconded by Councilmember Gilliland.

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

DRAFT

Item 3.

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

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

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

INFORMATIONAL

City Manager Comments

City Council Comments

Mayor Comments

ADJOURN

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

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

Motion made by Councilmember Contreras, Seconded by Councilmember Crummel.

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

Deana McMullen
City Secretary

**CITY COUNCIL AGENDA ITEM BRIEFING SHEET**

Meeting Date: October 14 th , 2025	Department: Planning & Development Dept.	Presented By: Chelsea Kirkland, City Planner Toni Fisher, Asst. City Manager
---	--	---

AGENDA ITEM:

Discussion/Action: to approve an amendment to Developer’s Obligation terms of “Chapter 380 Economic Development Agreement Between the City of Willow Park and Pulido’s Westland Willow Park, LLC”.

BACKGROUND:

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

Due to additional unforeseen construction expenses to ensure public safety, City Staff and Pulido’s Westland Willow Park, LLC are requesting a 12-month extension of the original Developer’s Obligation terms, as presented.

STAFF RECOMMENDATION:

City Staff recommend approval of the amended 380 Economic Development Agreement Between the City of Willow Park and Pulido’s Westland Willow Park, LLC, as presented.

EXHIBITS:

- Executed “Chapter 380 Economic Development Agreement Between the City of Willow Park and Pulido’s Westland Willow Park, LLC” executed February 25th, 2025.
- Proposed “Amendment of Chapter 380 Economic Development Agreement Pulido’s Westland Willow Park, LLC.”

RECOMMENDED MOTION:

Motion to (approve or deny) an amendment to Developer’s Obligation terms of “Chapter 380 Economic Development Agreement Between the City of Willow Park and Pulido’s Westland Willow Park, LLC”, as presented.

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

This Amended Chapter 380 Economic Development Agreement (this “Agreement”) is entered into this _____ day of _____, 2025, by and between Pulido’s Westland Willow Park, LLC, hereinafter referred to as “Business Developer,” a Texas limited liability company, and the City of Willow Park, Texas, hereinafter referred to as “City”, a Texas Type A general law city.

FACTUAL RECITALS AND FINDINGS

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

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

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

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

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

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

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

WHEREAS, the City finds that development of the Project will add significant new revenues to the City’s tax base, both and ad valorem and sales tax, and will create jobs, which will promote state and

local economic development and stimulate business and commercial activity in the City thereby enhancing the economic stability and growth of the City.

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

Agreements

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

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

2. Definitions. In this Agreement:

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

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

Project means the construction and renovation of Pulido's Kitchen & Cantina, to be located at 104 S. Ranch House Rd., Willow Park, Texas with a minimum of Four Hundred Thousand Dollars in improvements to be made by Business Developer.

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

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

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

4. Business Developer Obligations.

(a) The Business Developer agrees that:

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

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

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

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

(c) Reports and Information. Business Developer shall comply with all requirements of State law, including without limitation, the Texas Tax Code, for tracking, reporting, and documenting Sales Tax generated by the Project and received by Business Developer as a result of the Project. Beginning in January 2026, and each month thereafter during the term of this Agreement, the Business Developer will provide the City with true and correct copies of its monthly Sales Tax Reports filed with the Comptroller for sales from the preceding month. All information provided by Business Developer to the City under this subsection shall be sent to the attention of the City's City Manager at the address specified for giving notice in this Agreement. The reports and information provided by the Business Developer to the City is private, proprietary, and confidential, and in no manner shall it become a public record of the City. Notwithstanding the

foregoing, Business Developer understands and agrees that the City is subject to the Texas Public Information Act (the “Act”), Texas Government Code Chapter 552. In the event that the City receives an open records request for reports and information provided to the City, the City will promptly notify Business Developer of the request and cooperate with Business Developer to seek an Attorney General’s opinion as to whether the information must be produced to the requestor. Business Developer shall be responsible for asserting its rights under the Act and shall bear any costs and expenses incident to asserting its rights of confidentiality under the Act, including any legal fees, costs and expenses related to an appeal of the Attorney General’s opinion through the prosecution of a lawsuit or otherwise.

5. Economic Development Program and Incentive Payments.

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

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

SCHEDULE OF SALES TAX REBATES

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

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

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

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

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

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

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

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

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

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

7. Termination; Remedies.

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

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

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

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

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

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

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

8. Miscellaneous Provisions.

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

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

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

If to the City: City of Willow Park, Texas
 City Manager
 Attention: Bryan Grimes
 120 El Chico Trail, Suite A
 Willow Park, Texas 76087
 Telephone: (817) 441-7108
 Email: bgrimes@willowpark.org

If to Business Developer:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WILLOW PARK

PULIDO'S WESTLAND WILLOW PARK, LLC

By: _____
Teresa Palmer, Mayor

By: _____
Bourke Harvey, Member

Date: _____

Date: _____

ATTEST:

Deana McMullen, City Secretary

Approved as to form and legality:

Andy Messer, City Attorney

**CITY COUNCIL AGENDA ITEM BRIEFING SHEET**

Meeting Date: October 14, 2025	Department: Administration	Presented By: Toni Fisher, Asst. City Manager Michelle Guelker, Asst. City Manager
--	--------------------------------------	---

AGENDA ITEM:

Discussion/Action: to approve FY2025-26 Holiday Schedule.

BACKGROUND:

Staff are providing two proposed schedules for City Council consideration.

Option 1 is the same schedule as it has been in past years. In 2025, “Veteran’s Day” is Tuesday, November 11, which is a City Council meeting day; therefore, we would propose to observe it on Monday, November 10.

Option 2 exchanges Monday, November 10, 2025’s celebration of “Veteran’s Day” and Thursday, June 19, 2026’s “Juneteenth” holidays for the Fridays after Christmas Day and New Year’s Day.

STAFF RECOMMENDATION:

Staff prefer **Option 2**.

EXHIBITS:

- Proposed schedules: Option 1 and Option 2

RECOMMENDED MOTION:

To approve Option ____ (1 or 2) for the Fiscal Year 2025-26 Holiday Schedule.

CITY OF WILLOW PARK

FY 2025-2026 PROPOSED HOLIDAY SCHEDULE

(OPTION 1: KEEPING NOV. VETERANS' DAY & JUNETEENTH)

MONDAY NOVEMBER 10 <i>Council Meeting</i>	OBSERVANCE OF VETERANS' DAY <i>(Nov. 11 is</i>
THURSDAY NOVEMBER 27	THANKSGIVING DAY
FRIDAY NOVEMBER 28	DAY AFTER THANKSGIVING
WEDNESDAY DECEMBER 24	CHRISTMAS EVE
THURSDAY DECEMBER 25	CHRISTMAS DAY
WEDNESDAY DECEMBER 31	NEW YEAR'S EVE
THURSDAY JANUARY 1	NEW YEAR'S DAY
MONDAY JANUARY 19	MARTIN LUTHER KING JR DAY
MONDAY FEBRUARY 16	PRESIDENTS' DAY
FRIDAY APRIL 3	GOOD FRIDAY
MONDAY MAY 25	MEMORIAL DAY
FRIDAY JUNE 19	JUNETEENTH
FRIDAY JULY 3	INDEPENDENCE DAY (OBSERVED)
MONDAY SEPTEMBER 7	LABOR DAY

FY 2025-2026 PROPOSED HOLIDAY SCHEDULE – OPTION 2
(OPTION 2 REMOVES VETERANS DAY AND JUNETEENTH AND
ADDS THE FRIDAYS AFTER CHRISTMAS AND NEW YEARS DAY)

THURSDAY NOVEMBER 27	THANKSGIVING DAY
FRIDAY NOVEMBER 28	DAY AFTER THANKSGIVING
WEDNESDAY DECEMBER 24	CHRISTMAS EVE
THURSDAY DECEMBER 25	CHRISTMAS DAY
FRIDAY DECEMBER 26	DAY AFTER CHRISTMAS
WEDNESDAY DECEMBER 31	NEW YEARS EVE
THURSDAY JANUARY 1	NEW YEARS DAY
FRIDAY JANUARY 2	DAY AFTER NEW YEARS
MONDAY JANUARY 19	MARTIN LUTHER KING JR DAY
MONDAY FEBRUARY 16	PRESIDENTS DAY
FRIDAY APRIL 3	GOOD FRIDAY
MONDAY MAY 25	MEMORIAL DAY
FRIDAY JULY 3	INDEPENDENCE DAY (OBSERVED)
MONDAY SEPTEMBER 7	LABOR DAY

CITY OF WILLOW PARK

FY 2025-2026 PROPOSED HOLIDAY SCHEDULE

*(OPTION 2: REMOVES NOV. 10 – CELEBRATION OF VETERANS DAY & JUN 19 - JUNETEENTH;
ADDS FRIDAYS AFTER CHRISTMAS DAY AND NEW YEARS' DAY)*

THURSDAY NOVEMBER 27	THANKSGIVING DAY
FRIDAY NOVEMBER 28	DAY AFTER THANKSGIVING
WEDNESDAY DECEMBER 24	CHRISTMAS EVE
THURSDAY DECEMBER 25	CHRISTMAS DAY
FRIDAY DECEMBER 26	DAY AFTER CHRISTMAS
WEDNESDAY DECEMBER 31	NEW YEAR'S EVE
THURSDAY JANUARY 1	NEW YEAR'S DAY
FRIDAY JANUARY 2	DAY AFTER NEW YEAR'S
MONDAY JANUARY 19	MARTIN LUTHER KING JR DAY
MONDAY FEBRUARY 16	PRESIDENTS' DAY
FRIDAY APRIL 3	GOOD FRIDAY
MONDAY MAY 25	MEMORIAL DAY
FRIDAY JULY 3	INDEPENDENCE DAY (OBSERVED)
MONDAY SEPTEMBER 7	LABOR DAY



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 14, 2025	Department: Admin	Presented By: City Secretary
--	-----------------------------	--

AGENDA ITEM:

Discussion/ Action: to consider approval of a Resolution to submit candidate director nominations for Parker County Appraisal District for terms expiring December 31, 2025.

BACKGROUND:

The appraisal district is governed by a board of nine (9) directors. Of these, five (5) directors are appointed by the taxing units that participate in the district, in the manner prescribed by Section 6.03 of the Texas Property Tax Code. The current terms of two (2) appointed directors will expire on December 31, 2025.

The Chief Appraiser will administer the selection process as required (See the letter from Troy Hanson, Chief Appraiser)

The directors with terms expiring December 31, 2025, are:

- Richard Barrett
- Jerry Durant

The City of Willow Park will have a total of 22 votes that can be used as all to one nominee or split the votes between them.

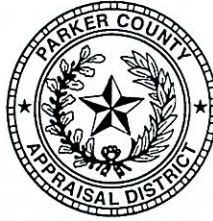
The action needed for this meeting will be to nominate one candidate. Voting will occur at a later date when the final ballot is available. Ballots will be sent to us in late October to be voted on at the November meeting.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Recommended motion: I move to approve a Resolution to nominate the following as candidate/s for membership on the Parker County Appraisal District Board of Directors.

EXHIBITS:

Letter from Parker County Chief Appraiser, Tony Hanson
City of Willow Park Resolution No. 2025-14



Troy Hanson, Chief Appraiser

September 5th, 2025

RE: Written Notice of Appraisal District Board of Directors (Nomination) Election

The appraisal district is governed by a board of nine (9) directors. Of these, five (5) directors are appointed by the taxing units that participate in the district, in the manner prescribed by Section 6.03 of the Texas Property Tax Code. The current terms of two (2) appointed directors will expire on December 31, 2025.

The law requires the Chief Appraiser to administer the selection process as outlined below:

1. **Voting Entitlement – Before October 1**

The Chief Appraiser notifies each taxing unit entitled to participate in the selection process of the number of votes it may cast and requests candidate nominations by resolution.

2. **Nominations Deadline – Before October 15 (Requires action from Taxing Unit)**

Each taxing unit submits its director nominations by resolution to the Chief Appraiser.

3. **Ballots – Before October 30**

The Chief Appraiser delivers a ballot listing all nominees, in alphabetical order, to the voting units.

4. **Voting Deadline – Before December 15 (Requires action from Taxing Unit)**

Each taxing unit submits its vote by resolution to the Chief Appraiser.

5. **Results – Before December 31**

The Chief Appraiser counts the votes, declares the candidates who receive the largest vote totals as elected, and notifies both the taxing units and the candidates of the results.

Each voting taxing unit may nominate one candidate for each position to be filled. Two (2) seats will be filled for a term beginning January 1, 2026. Your taxing unit may nominate one (1) to two (2) candidates.

The following five (5) individuals currently serve as appointed members:

Terms expiring December 31, 2025

- **Richard Barret**
- **Jerry Durant**

Terms expiring December 31, 2027

- *John Hinton*
- *Cody Lane*
- *Sterling Naron*

To be eligible to serve on the Board of Directors, an individual must have been a resident of the appraisal district for the preceding two (2) years prior to January 1, 2026. An employee of a taxing unit participating in the appraisal district may not serve as a director. Additional eligibility requirements are listed in Section 6.03 of the Texas Property Tax Code.

Nominations must be made in an open meeting of your governing body, and the presiding officer must submit the names of the nominees by written resolution to the Chief Appraiser before October 15.

Voting Entitlement – Delivered to Taxing Unit Before October 1

TAXING UNIT	NUMBER OF VOTES
ALEDO ISD	372
AZLE ISD	122
BROCK ISD	88
GARNER ISD	12
GRANBURY ISD	6
LIPAN ISD	4
MILLSAP ISD	40
MINERAL WELLS ISD	0
PEASTER ISD	50
PERRIN-WHITT ISD	4
POOLVILLE ISD	18
SPRINGTOWN ISD	112
WEATHERFORD ISD	402
CITY OF ALEDO	18
CITY OF AZLE	14
CITY OF FORT WORTH	26
CITY OF MILLSAP	0
CITY OF MINERAL WELLS	2
CITY OF RENO	8
CITY OF SANCTUARY	0
CITY OF SPRINGTOWN	12
CITY OF WEATHERFORD	96
CITY OF WILLOW PARK	22
PARKER COUNTY	418
WEATHERFORD COLLEGE	146

Please submit candidate nominations before October 15, 2025, by email to thanson@parkercad.org. A sample resolution is enclosed for your convenience. Please include each candidate's full name, address, and contact information. If you have any questions about this process, please do not hesitate to contact me.

Respectfully,



Troy Hanson
Chief Appraiser

**RESOLUTION _____ NOMINATING CANDIDATES FOR THE PARKER COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS, PARKER COUNTY, TEXAS**

Be it remembered that at an open meeting of the Willow Park City Council of a Political subdivision of the State of Texas, held on the 23rd day of September, of the year 2025, said meeting having been duly called in accordance with the laws of the State of Texas and the rules and regulations of the governing body of Willow Park, and a quorum having been present at said meeting, upon motion duly made and seconded, the following resolution was adopted, to wit:

WHEREAS, section 6.03 of the Texas Property Tax Code provides that each taxing unit that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the Board of Directors of the Parker County Appraisal District; and

WHEREAS, the City of Willow Park is a taxing unit that is entitled to vote for candidates for membership on the Parker County Appraisal District Board of Directors of Parker County, Texas and desires to make nomination as provided by Section 6.03 of the Texas Property Tax Code;

BE IT THEREFORE RESOLVED, that the City of Willow Park City Council does hereby nominate the following as candidate/s for membership on the Parker County Appraisal District Board of Directors:

1. _____
2. _____

Passed and Approved this the 23rd day of September of the year 2025.

Mayor Teresa Palmer

ATTEST:

Deana McMullen, City Secretary

CITY OF WILLOW PARK, TEXAS
ORDINANCE NO. _____

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

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

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

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

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

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

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

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

§ 1.03.035. Meetings.

(m) **Agenda**

(1) The city administrator or designee shall set the agenda and have control over the agenda, including supplements and amendments. The mayor and any council member may, either verbally or in writing, request an item be placed on a future agenda. The requested agenda item shall be included on the next agenda of a regularly scheduled meeting but no later than the second regularly scheduled meeting after receiving the request unless otherwise

agreed upon by the city council.

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

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

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

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

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

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

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

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

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 14 th , 2025	Department: Parks	Presented By: Mandy McCarley, Parks Director Toni Fisher, Asst. City Mgr.
---	-----------------------------	--

Discussion and Action: Approval of Resolution of Advanced Funding Agreement with the Texas Department of Transportation for the Green Ribbon Program for Beautification Improvements

BACKGROUND:

Previously approved agenda item, on June 5, 2025, The City of Willow Park was awarded a grant in the amount of \$400,000 for the 2026 fiscal year. It is structured as a reimbursement to the city. In August 2025, Council approved contract amount to Westwood Professional Services, not to exceed \$80,000. As a contingency of the Grant, TxDOT requires the city to approve a Resolution of Advanced Funding Agreement (AFA)

The City Council of the City of Willow Park, hereby approves entering the Advanced Funding Agreement with the Texas Department of Transportation, for the Green Ribbon Program, relating to the design and construction of the I-20 Frontage Road from Mikus Road to East of Mikus Road; and further authorizes the city administrator to execute said agreement on behalf of the City of Willow Park.

The project estimated cost is \$400,000.00 and TxDOT is responsible for the entire amount of \$400,000.00, however, any cost overruns are 100% the responsibility of the City of Willow Park.

STAFF RECOMMENDATION:

Staff recommend approval for a resolution to enter into an Advanced Funding Agreement with TxDOT for the Green Ribbon Program.

EXHIBITS:

- Resolution of Advanced Funding Agreement with the Texas Department of Transportation for the Green Ribbon Program for Beautification Improvements

RECOMMENDED MOTION:

Motion to approve Resolution of Advanced Funding Agreement with the Texas Department of Transportation for the Green Ribbon Program for Beautification Improvements

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE GREEN RIBBON PROGRAM FOR BEAUTIFICATION IMPROVEMENTS TO INTERSTATE 20 FRONTAGE ROAD FROM MIKUS ROAD TO EAST OF MIKUS ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City submitted a proposal that was approved by TXDOT for the Green Ribbon Project Landscaping improvements of I-20 Frontage Road from Mikus Road to East of Mikus Road; and

WHEREAS, the City desires to adopt the Advanced Funding Agreement (“AFA”) between the City of Willow Park and TXDOT, and the AFA establishes the general terms and conditions for projects developed through the Green Ribbon Program; and

WHEREAS, said project will enhance the landscaping and add a westward gateway for the City of Willow Park, and the AFA outlines each party’s responsibilities in said project, including costs; and

WHEREAS, the total project estimated cost and the TXDOT approved fixed amount is \$400,000.00 with the TXDOT share in the entire amount. Any cost overruns are 100% the responsibility of the local government; and

WHEREAS, funds for this project are available in the Landscaping Contract budget with funding provided by the General Fund; and

WHEREAS, the City of Willow Park is willing to share the cost of the Green Ribbon Program, in accordance with the Advance Funding Agreement.

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

Section 1. Findings.

The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. The City Council of the City of Willow Park, hereby approves entering the Advanced Funding Agreement with the Texas Department of Transportation, for the Green Ribbon Program, relating to the design and construction of the I-20 Frontage Road from Mikus Road to East of

Mikus Road; and further authorizes the city administrator to execute said agreement on behalf of the City of Willow Park.

Section 3. The project estimated cost is \$400,000.00 and TXDOT is responsible for the entire amount of \$400,000.00, however, any cost overruns are 100% the responsibility of the City of Willow Park.

Section 4. Severability Clause.

In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Willow Park, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. Effective Date.

This Resolution shall be effective upon its passage and approval by City Council.

DULY RESOLVED AND ADOPTED by the City Council of the City of Willow Park, Texas this the 14th day of October 2025.

Teresa Palmer, Mayor

ATTEST:

Deana McMullen, City Secretary

APPROVED AS TO FORM:

Wm. Andy Messer, City Attorney



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: October 14 th , 2025	Department: Parks	Presented By: Mandy McCarley, Parks Director Toni Fisher, Asst. City Mgr.
---	-----------------------------	--

Discussion & Action: Approval of Texas Department of Transportation Landscape Maintenance Agreement (LMA)

BACKGROUND:

Previously approved agenda item, on June 5, 2025, The City of Willow Park was awarded a grant in the amount of \$400,000 for the 2026 fiscal year. It is structured as a reimbursement to the city. In August 2025, Council approved contract amount to Westwood Professional Services, not to exceed \$80,000. As a contingency of the Grant, TxDOT requires the city to Landscape Maintenance Agreement (LMA).

The city will maintain all Green Ribbon landscape elements within the limits of right of way including all median and island areas but not excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, replacement, mowing, trimming, hardscape, and irrigation operation and maintenance. The city will be responsible for all utility costs. All elements must be maintained in a functional and esthetically pleasing condition.

STAFF RECOMMENDATION:

Staff recommend approval of Landscape Maintenance Agreement as presented.

EXHIBITS:

- Landscape Maintenance Agreement (LMA)

RECOMMENDED MOTION:

Motion to approve the Texas Department of Transportation Landscape Maintenance Agreement

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Willow Park, Parker County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated July 21, 1969, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the Green Ribbon Landscape Enhancement project which is located on IH 20 non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along IH 20 from Mikus Rd to East of Mikus Rd.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

CITY OF _____

By _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

District

Attachments

Contact/Help

**DEADLINE: 3/28/2025 5:00 PM**

APPLICATION GREEN RIBBON PROGRAM FY2026

GREEN RIBBON PROGRAM COORDINATOR:

Erica Swenson
FTW District Vegetation Specialist

2501 S.W. Loop 820 at McCart Avenue
Fort Worth, Texas 76133

EMAIL:ERICA.SWENSON@TXDOT.GOV

Send PDF via email (Application & Attachments)

AMOUNT REQUESTING: \$400,000
REQUIRED INFORMATION

City/Local Entity Name: City of Willow Park	Tel: 817-441-7108
Title: Director of Parks and Recreation	Email: mmccarley@willowpark.org
Address: 120 El Chico Trail	
City: Willow Park	Zip Code: 76087
(Print) Agreement Signer: Mandy McCarley	
Proj. Manager /Consultant: Dorothy Witmeyer	
Address: 4060 Brant Irving Road	Email: dorothea.witmeyer@westwoodps.com
City: Fort Worth	Zip Code: 76109
Will this be let as a Local Government Project Yes or No: No	
Is this local entity (or consultant) certified in TxDOT's Local Government Project Procedures (LGPP) Yes or No: Yes	

PROJECT INFORMATION

CSJ or Project #: 0008 03 XXX	Highway: IH 20
Project Limits From: Mikus Rd	
Project Limits To: East of Mikus Rd	

SCOPE OF WORK

Scope of work should be detailed enough to explain location, size and concept of the project.

The goal of this project is to use a conscientious planting and irrigation design to identify and highlight the city's western limits along the highly traveled interstate 20. The proposed planting and irrigation improvements will enhance the commute of daily drivers as they move through the corridor and help mitigate poor air quality. Adhering to TxDOT's safety guidelines and design standards, planting and irrigation improvements would take place within the existing TxDOT ROW, on the south side of the east bound travel lanes, and within the existing grass. Proposed plant materials would consist of natives and near natives well adapted to the area. The concept proposes ornamental trees, shrubs, perennials, ornamental grasses and cobble mulch to provide seasonal interest and help with air quality. A new permanent irrigation system will be installed to provide point source irrigation, bubblers and drip, to all new plant materials. Hardscape items will be limited to mow curbs and cobble mulch.

The City is also interested in constructing and installing a future landscape amenity at this location to help to indicate their city limits, reference schematic plan attached.

Attach a Preliminary Schedule, Location Map and Schematic Plan.

TXDOT USE ONLY**APPROVED (Y or N):** **AMOUNT:**



FY26 GREEN RIBBON: IH 20 • MIKUS RD

69

