



**City of Willow Park
City Council
Special Meeting
City Hall
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, August 16, 2016 at 5:00 p.m.
Agenda**

Section I – Presentations

- 1. Call to Order**
- 2. Determination Of Quorum**
- 3. Invocation & Pledge of Allegiance**
- 4. Citizen Presentations & Comments**

Section II – Consent Agenda

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

Section III – New Business

- 5. ACTION/DISCUSSION** – To consider and act on Ordinance No. ____, authorizing the City to issue General Obligation Bonds, Series 2016, as authorized by the electorate at the general municipal election of May 7, 2016, in the aggregate amount of \$2,275,000 for certain street improvement and \$4,605.000 for Public Safety Facilities; levying an ad valorem tax for the payment of the Bonds; authorizing certain other administrative and procedural actions necessary for the issuance of the Bonds; and, providing for an effective date.
- 6. ACTION/DISCUSSION** – To act on Resolution No ____ authorizing the city to enter into an Interlocal Cooperation Agreement providing for that certain communication and dispatch service for emergency responders and ancillary functions; and, providing for an effective date.

Section IV – Information and Announcements

Section V – Executive Section

The City Council reserves the right to adjourn into executive session at any time during the course of the this meeting to discuss an matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 55.1071 (Consultation with Attorney), 551.072 (Deliberations

about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues), and as authorized by the Texas Tax Code, including, but not limited, Section 321.3022 (Sales Tax Information). The City Council may take action on any agenda item listed for executive session consideration upon reconvening in open session.

Section VI – Adjournment

7. Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before Friday, August 12, 2016 at 5:00 pm.

Josh Armstrong
City Secretary, City of Willow Park

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

STATE OF TEXAS
COUNTY OF PARKER

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**INTERLOCAL COOPERATION AGREEMENT FOR DISPATCH SERVICES
WITH WILLOW PARK**

THIS AGREEMENT is made and entered into this 1st day of October, 2016, by and between **THE COUNTY OF PARKER**, a political subdivision of the State of Texas, hereinafter referred to as “**PARKER COUNTY**”, and **THE CITY OF WILLOW PARK**, Parker County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as “**WILLOW PARK**”.

WHEREAS, PARKER COUNTY and **WILLOW PARK** mutually desire to be subject to the provisions of V. T. C. A. Government Code, Chapter 791, of the Interlocal Cooperation Act;

WHEREAS, WILLOW PARK has the authority to authorize **PARKER COUNTY** to perform law enforcement dispatch services for **WILLOW PARK**, and **PARKER COUNTY** has the authority to so act;

NOW THEREFORE, PARKER COUNTY and **WILLOW PARK**, for the mutual consideration hereinafter stated, agree and contract as follows

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of 1 year and will be automatically renewed each year unless written notice to terminate or modify the terms of the Agreement is given. This Agreement may be terminated, with or without cause, or modified, upon thirty days written notice by either party.

II.

PARKER COUNTY hereby agrees to provide **WILLOW PARK** with law enforcement dispatch services through the Parker County Sheriff's office during such hours necessary to protect public health and safety.

When receiving any call for service for the Willow Park Police Department the Parker County Sheriff's office will dispatch the call over the radio to the on duty Willow Park Officer.

III.

In consideration for the services provided by **PARKER COUNTY**, **WILLOW PARK** agrees to pay the sum of Five Thousand Four Hundred Sixteen Dollars and 67/100 cents (\$5,416.67) per month, payable **quarterly**; provided, however, that all expenditures made pursuant to this Agreement shall be made from currently available revenues of **WILLOW PARK**. This fee may be amended from time to time upon mutual written agreement of the parties hereto. Should **WILLOW PARK** fail to appropriate the funds necessary to fund this agreement for any renewal year, this Agreement shall terminate immediately.

Should **PARKER COUNTY'S COMMISSIONERS COURT** fail to appropriate funds for that cost of complying with this contract for any renewal year, this agreement shall terminate immediately.

IV.

PARKER COUNTY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all **PARKER COUNTY** employees and agents. **WILLOW PARK** agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all **WILLOW PARK** employees and agents.

V.

PARKER COUNTY understands and agrees that **PARKER COUNTY**, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of **WILLOW PARK**.

WILLOW PARK understands and agrees that **WILLOW PARK**, its employees, servants, agents and/or representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of **PARKER COUNTY**.

VI.

All notices, demands, requests or replies provided for or permitted by either party must be in writing and may be delivered by anyone of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Services; (3) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Services in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by overnight express delivery service will be deemed effective one (1) Business day after transmission from the overnight express carrier.

All such communications must only be made to the following:

City of WILLOW PARK
516 Ranch House Road
Willow Park, TX 76087

PARKER COUNTY
County Judge
One Courthouse Square
Weatherford, TX 76086

VII.

In the event of notice of termination, **WILLOW PARK** shall be obligated to pay such payments as are required by this Agreement through the date of termination. **PARKER COUNTY** shall be obligated to provide services pursuant to this Agreement, through the date of termination.

VIII.

This Agreement represents the entire agreement between **PARKER COUNTY** and **WILLOW PARK** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **PARKER COUNTY** and **WILLOW PARK** or those authorized to sign on behalf of those governing bodies.

IX.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Parker County, Texas.

X.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XI.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement, in duplicate originals, on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are not in full force and effect.

SIGNED THIS _____ DAY OF _____, 2016, on behalf of the
County of Parker.

County Judge of Parker County, Texas

SIGNED THIS _____ DAY OF _____ 2016, on behalf of the
City of Willow Park, Texas.

Mayor, City of Willow Park, Texas

AFFIANT

SWORN TO AND SUBSCRIBED before me and by _____, a
credible person the ____ day of _____, 2016.

**NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS**