



**City of Willow Park
City Council
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, February 09, 2021 at 7:00 p.m.**

The City Council of the City of Willow Park, reserves the right to meet in closed, executive session on any of the items listed below should the need arise and if authorized by Title 5, Chapter 551, of the Texas Government Code.

Call to Order

Invocation & Pledge of Allegiance

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 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. The Texas Open Meetings Act provides the following:

- (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
 - (1) A statement of specific factual information given in response to the inquiry; or
 - (2) A recitation of existing policy in response to the inquiry.
- (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Staff Recognition

Court Administrator

Court Judge

City Secretary

Consent Agenda

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

- A. Approve City Council Meeting Minutes – Regular Meeting January 12, 2021.

Regular Agenda Items

1. Discussion/ Action: To consider and act on a request by James and Ruby J. Simons to abandon a 30-foot road easement and a 60 foot road easement on Block 15 and Block 16, El Chico Addition, located on Chuck Wagon Trail.
2. Discussion/ Action: To consider and act on an ordinance to order the May 1, 2021, General Election, for the election of the office of Mayor, Councilmember Place No.1 and Councilmember Place No. 2.
3. Discussion/ Action: To consider and act on the annual Racial Profiling Report.
4. Discussion/ Action: To consider and act on authorizing staff to submit a PIF to TWDB for the purpose of refunding private placement debt.
5. Discussion/ Action: To consider and act on to approving an agreement with Jacob and Martin for GIS services.
6. Discussion Only: An update from Aaron Farmer with Retail Coach.
7. Discussion/ Action: To consider and act on items to be considered for future council meetings.
8. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

Executive Session

§ 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on

any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- A. § 551.087 Texas Government Code. Deliberation Regarding Economic Development Negotiations
- B. § 551.071. Texas Government Code. Consultation with Attorney.
- C. Any Posted item

Following Executive Session, the City Council will reconvene into Regular Session and may take any action deemed necessary as a result of the Executive Session.

Informational

- A. Mayor & Council Member Comments

- B. City Manager's Comments

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 February 5, 2021 at 5:00 p.m.

Alicia Smith TRMC/ CMC, City Secretary

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.



**City of Willow Park
City Council
Regular Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, January 12, 2021 at 7:00 p.m.**

Call to Order

Mayor Moss called the meeting to order at 7:00 pm.

Present:

Mayor Doyle Moss

Councilmember Eric Contreras

Councilmember Greg Runnebaum

Councilmember Lea Young

Councilmember Nathan Crummell

Absent:

Councilmember Tyler VanSant

Staff present:

City Manager Bryan Grimes

City Attorney Pat Chesser

City Secretary Alicia Smith

Invocation & Pledge of Allegiance

Mayor Moss led a moment of silence.

Mayor Moss also led the pledge of allegiance.

Public Comments (Limited to five minutes per person)

None

Consent Agenda

A. Approve City Council Meeting Minutes – Regular Meeting December 08, 2020.

Motion was made by Councilmember Young

To approve the minutes for the December 08, 2020 meeting.

Seconded by Councilmember Contreras

Aye votes: Councilmember Contreras, Runnebaum, Young and Crummel

Motion carries 4-0

Regular Agenda Items

- 1. Discussion/Action: To consider all matters incident and related to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021” including the adoption of an ordinance authorizing the issuance of such certificates in an amount not to exceed \$6,500,000 to finance the costs of paying contractual obligations to be incurred (i) for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system property or facilities, including rights-of-way therefor and, and (ii) to pay professional services rendered in relation to such projects and the financing thereof**

City Attorney Pat Chesser read the ordinance caption

Motion made by Councilmember Runnebaum

To approve the issuance and sale of “City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021” including the adoption of an ordinance authorizing the issuance of such certificates in an amount not to exceed \$6,500,000 to finance the costs of paying contractual obligations to be incurred (i) for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system property or facilities, including rights-of-way therefor and, and (ii) to pay professional services rendered in relation to such projects and the financing thereof.

Seconded by Councilmember Young

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel.

Motion passes with a vote of 4-0

At 7:11 pm, Councilmember Contreras left the meeting.

- 2. Discussion only: Open / Close public hearing on an ordinance adopting the Municipal Drainage Utility Systems Act and declaring the City's drainage system to be a public utility.**

Motion made by Councilmember Young

To table items 2 and 3.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Runnebaum, Young and Crummel.

Motion passes with a vote of 3-0

- 3. Discussion/ Action: Following the public hearing the City Council may consider, discuss and/or take action on an ordinance adopting the Municipal Drainage Utility Systems Act and declaring the City's drainage system to be a public utility.**

See action on Item 2.

- 4. Discussion/ Action: The City Council may consider, discuss and take action on approving a preliminary schedule of drainage charges to be charged to benefitted property as deemed by the Municipal Drainage Utility Systems Act for publication in the newspaper. A public hearing will be conducted on the drainage charges at a future Council meeting, such meeting tentatively scheduled for February 23, 2021.**

Motion made by Councilmember Young

To authorize staff to publish a public hearing to be conducted tentatively on February 23, 2021. For the publishing of preliminary schedule of drainage charges.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Runnebaum, Young and Crummel.

Motion passes with a vote of 3-0

- 5. Discussion/ Action: The City Council may consider, discuss and take action on a resolution creating the Capital Improvements Advisory Committee and appointing its members and establishing and adopting procedural rules for, and duties associated with, the Committee in accordance with Chapter 395 of the Texas Local Gov't Code.**

Motion made by Councilmember Runnebaum

To approve a resolution of the City of Willow Park, Texas, creating the Capital Improvement Advisory Committee and appointing its members, establishing and adopting the procedural rules for and duties associated therewith in accordance with Chapter 395 of the Texas Local Government Code regarding impact fees; making various findings and provisions related to the subject of impact fees; providing for severability; and providing for an effective date.

Seconded by Councilmember Young

Aye votes: Councilmembers Runnebaum, Young and Crummel.

Motion passes with a vote of 3-0

- 6. Discussion only: Update on the May 1, 2021 Election Calendar**

City Secretary Alicia Smith updated the Council on the May 2021 general election calendar.

- 7. Discussion only: Wastewater Treatment Update**

City Engineer, Derek Turner updated the Council on the Wastewater Treatment project.

8. Discussion/ Action: To consider and act on accepting an easement from Roy Maniedo.

Motion made by Councilmember Young

To accept the easement agreement with Roy Maniedo in an amount not to exceed \$40,150, as presented.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Runnebaum, Young and Crummel.

Motion passes with a vote of 3-0

9. Discussion/ Action: To consider and act on items to be considered for future council meetings.

No future business

10. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

Motion made by Councilmember Young

To cancel the January 26, 2021, meeting, making the next council meeting on February 9, 2021.

Seconded by Councilmember Crummel

Aye votes: Councilmembers Runnebaum, Young, and Crummel

Motion passes with a vote of 3-0

Executive Session

None

Adjournment

Motion made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember Crummel

Aye votes: Councilmembers Runnebaum, Young and Crummel.

Motion passes with a vote of 3-0

Meeting was adjourned at 7:35 pm

APPROVED:

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary



P & Z AGENDA ITEM BRIEFING SHEET

| | | |
|--|--|------------------------------------|
| Meeting Date: February 9, 2021 | Department: Development Services | Presented By: Betty Chew |
|--|--|------------------------------------|

AGENDA ITEM:

Consider and act on a request by James and Ruby J. Simons to abandon a 30 foot road easement and a 60 foot road easement on Block 15 and Block 16, El Chico Addition, located on Chuck Wagon Trail.

BACKGROUND:

The Simons own these two blocks (9.365 acres) on Chuck Wagon Trail. There is 30 foot of a 60 foot roadway easement on the west side of Block 16 which runs the length of the lot. The owners are requesting the City abandon and vacate this easement. There is a 60 foot roadway easement between Block 15 and Block 16 which runs the length of the lots. The owners are also requesting the City abandon and vacate this easement. There are no utilities located in these right of way easements. Water mains are located in Chuck Wagon Trail and Stage Coach Trail.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends abandoning the 30 foot and the 60 foot right of way easements with the property owner replatting the lots to reflect the new 25 foot building setback lines.

The Planning and Zoning commission recommends abandoning the right of way easements.

EXHIBITS:

- Property owner letter
- Survey
- El Chico Plat
- Ordinance 824-21

| | | |
|-------------------------|--------------------------|-----|
| ADDITIONAL INFO: | FINANCIAL INFO: | |
| | Cost | N/A |
| | Source of Funding | N/A |

Willow Park City Hall
516 Ranch House Road
Willow Park Texas 76087

Parker County Texas
1 Courthouse Square
Weatherford Texas 76086

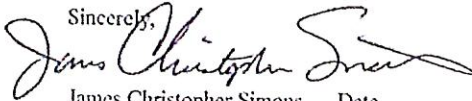
Office of Public Records

As requested by your office.
Please accept this letter as a formal request to terminate the easement between our
two properties in Parker County at 221 Chuckwagon Trail, Willow Park TX.

Legal Description: Tax ID#R000007330
221 Chuckwagon Tr.
Willow Park, TX 76087
9.365 ac. Parker County Aledo ISD

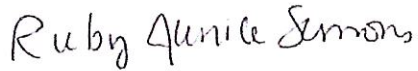
Thank you for your consideration

Sincerely,



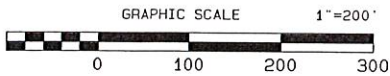
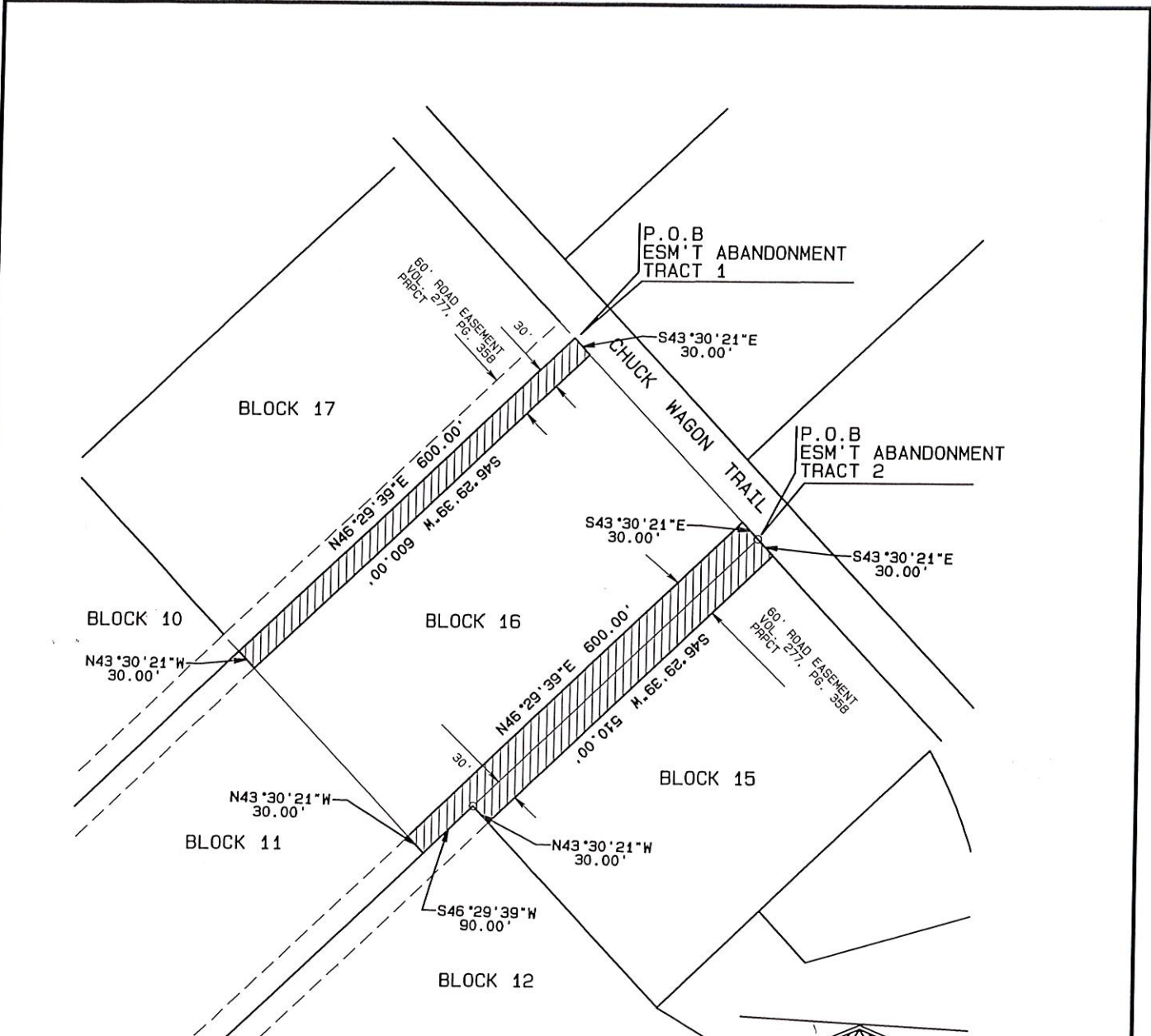
James Christopher Simons Date
817.640.6240

12/23/2020



Ruby Janice Simons Date
817.371-5811

12/23/2020



USE OF THIS ELECTRONIC SEAL/ SIGNATURE AUTHORIZED BY CHARLES F. STARK, RPLS TEXAS REGISTRATION NO. 5084



Charles F. Stark

01-04-2021

ROAD EASEMENT ABANDONMENT
BLOCKS 15 & 16, EL CHICO
CITY OF WILLOW PARK
PARKER COUNTY, TEXAS

PROJECT NO. 291-9394

JANUARY 2021



BARRON - STARK ENGINEERS, LP
CIVIL ENGINEERING*LAND SURVEYING
6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(817) 231-8100 Office (817) 231-8144 Fax
Texas Registered Engineering Firm F-10998
Texas Surveying Firm F-10158800
www.barronstark.com

**LEGAL DESCRIPTION
ROAD EASEMENT ABANDONMENT TRACT 1**

Being a 0.41 acre tract of land situated within Block 16, El Chico, an addition to the City of Willow Park as recorded in Volume 277, Page 358, Plat Records Parker County, Texas and being more particularly described as follows.

Beginning at a found 1/2 inch iron rod in the southwesterly line of Chuck Wagon Trail (60' ROW) for the northeast corner of said Block 16;

Thence South 43°30'21" East with the Chuck Wagon Trail southwesterly line a distance of 30.00 feet to a point;

Thence South 46°29'39" West a distance of 600.00 feet to a point in the northwesterly line of Block 11, said El Chico addition;

Thence North 43°30'21" West with the Block 11/ Block 16 common line a distance of 30.00 feet to the northwest corner of said Block 16;

Thence North 46°29'39" East with the Block 16/ Block 17 common line a distance of 600.00 feet to the Point of Beginning and Containing 18,000 square feet, 0.41 acres of land, more or less.

**LEGAL DESCRIPTION
ROAD EASEMENT ABANDONMENT TRACT 2**

Being a 0.76 acre tract of land situated within Blocks 15 and 16, El Chico, an addition to the City of Willow Park as recorded in Volume 277, Page 358, Plat Records Parker County, Texas and being more particularly described as follows.

Beginning at a found 1/2 inch iron rod in the southwesterly line of Chuck Wagon Trail (60' ROW) for the northeast corner of said Block 16;

Thence South 43°30'21" East with the Chuck Wagon Trail southwesterly line a distance of 30.00 feet to a point;

Thence South 46°29'39" West a distance of 510.00 feet to a point in the northwesterly line of Block 12, said El Chico addition;

Thence North 43°30'21" West with the Block 12/ Block 15 common line a distance of 30.00 feet to a point in the southeasterly line of Block 16 for the northwest corner of Block 12;

Thence South 46°29'39" West a distance of 90.00 feet to a found 1/2 inch iron rod for the southwest corner of said block 16;

Thence North 43°30'21" west with the Block 11/ Block 16 common line a distance of 30.00 feet to a point;

Thence North 46°29'39" East a distance of 600.00 feet to a point in the southwesterly line of Chuck Wagon Trail;

Thence South 43°30'21" East with the Chuck Wagon Trail southeasterly line a distance of 30.00 feet to the Point of Beginning and Containing 33,300 square feet, 0.76 acres of land, more or less.

ROAD EASEMENT
 VACATED &
 ABANDONED
 NOVEMBER 15, 2018
 ORD. 781-18.

ROAD EASEMENT
 VACATED &
 ABANDONED
 MARCH 20, 2007
 ORD 559-07.

GRAPHIC SCALE: FEET
 0 100 200 300 400 500
 CONDUCTED BY: [illegible]
 DATE: [illegible]

EL CHICO

BLOCKS 1 THRU 73
 PARKER COUNTY, TEXAS

OWNER: [illegible]
 SURVEYED: SUMMER 1951
 BY: [illegible]

APPROVED:
 COMMISSIONERS COURT
 PARKER COUNTY, TEXAS
 DATE: [illegible]

NOTE: [illegible]



CITY OF WILLOW PARK

ORDINANCE NO. 824-21

AN ORDINANCE ABANDONING THAT CERTAIN 30-FOOT RIGHT-OF-WAY EASEMENT WITHIN BLOCK 16, EL CHICO ADDITION; AND THAT CERTAIN 60-FOOT RIGHT OF WAY EASEMENT WITHIN BLOCKS 15 AND 16, EL CHICO ADDITION; PROVIDING FOR THE TERMS AND CONDITIONS OF ABANDONMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park is a Type A General law municipality located in Parker County, created in accordance with the provisions of Chapter 211 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the owner of Block 15 and 16 (James and Ruby Simons) El Chico Addition petitioned the City of Willow Park to vacate, abandon, relinquish the 30-foot right-of-way easement within Block 16, El Chico Addition and the 60-foot right of way easement within Blocks 15 and 16, El Chico Addition;

WHEREAS, the City desires to abandon, vacate and relinquish all of its right, title and interest in and to that certain portion of 30-foot right-of-way easement within Block 16, El Chico Addition, and that certain portion of 60-foot right of way easement within Block 15, El Chico Addition located within the corporate limits of the City, described in Exhibit "A", which are attached hereto and incorporated herein by reference and;

WHEREAS, the 30-foot right-of-way and the 60 - foot right of way easements described in Exhibit "A" attached hereto are located within the corporate limits of the City and are not needed for current or future use and the same should be abandoned, vacated and relinquished;

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

SECTION I. AUTHORITY

The Mayor, or his designee, is hereby authorized and directed to implement the applicable provisions of this ordinance.

SECTION 2. ABANDONMENT

The 30-foot right-of-way and the 60-foot right of way easements or the right, title and interest of the City to that certain portion of such easements, described in Exhibit "A", attached hereto and made a part hereof, that lies within the corporate limits of the City is hereby vacated, abandoned, and relinquished.

SECTION 3. RECORDING

The City Secretary of the City of Willow Park is instructed to file a copy of this Ordinance reflecting the abandonment, vacation and relinquishment authorized by this Ordinance with the Real Property Records of the City of Willow Park and the Real Property Records of Parker County, Texas.

SECTION 4. RESTRICTIONS

The abandonment provided for herein is made subject to all present zoning and deed restrictions and is subject to all pre-existing rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. TITLE

The abandonment provided for herein shall extend only to that public right, title, easement and interest and shall be construed only to the extent of that interest which the governing body of the City of Willow Park may legally and lawfully abandon and vacate.

SECTION 6. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective on or after its adoption.

PASSED AND ADOPTED this the 9th day of February, 2021.

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary

APPROVED AS TO FORM:

Pat Chesser, City Attorney

The Willow Park City Council **in** acting on Ordinance 824-21, did on the 9th day of February, 2021 vote as follows:

| | <u>FOR</u> | <u>AGAINST</u> | <u>ABSTAIN</u> |
|-------------------------|------------|----------------|----------------|
| Mayor Doyle Moss | _____ | _____ | _____ |
| Eric Contreras, Place 1 | _____ | _____ | _____ |
| Tyler VanSant, Place 2 | _____ | _____ | _____ |
| Greg Runnebaum, Place 3 | _____ | _____ | _____ |
| Lea Young, Place 4 | _____ | _____ | _____ |
| Nathan Crummel, Place 5 | _____ | _____ | _____ |

**LEGAL DESCRIPTION
ROAD EASEMENT ABANDONMENT TRACT 1**

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Beginning at a found 1/2 inch iron rod in the southwesterly line of Chuck Wagon Trail (60' ROW) for the northeast corner of said Block 16;

Thence South 43°30'21" East with the Chuck Wagon Trail southwesterly line a distance of 30.00 feet to a point;

Thence South 46°29'39" West a distance of 600.00 feet to a point in the northwesterly line of Block 11, said El Chico addition;

Thence North 43°30'21" West with the Block 11/ Block 16 common line a distance of 30.00 feet to the northwest corner of said Block 16;

Thence North 46°29'39" East with the Block 16/ Block 17 common line a distance of 600.00 feet to the Point of Beginning and Containing 18,000 square feet, 0.41 acres of land, more or less.

**LEGAL DESCRIPTION
ROAD EASEMENT ABANDONMENT TRACT 2**

Being a 0.76 acre tract of land situated within Blocks 15 and 16, El Chico, an addition to the City of Willow Park as recorded in Volume 277, Page 358, Plat Records Parker County, Texas and being more particularly described as follows.

Beginning at a found 1/2 inch iron rod in the southwesterly line of Chuck Wagon Trail (60' ROW) for the northeast corner of said Block 16;

Thence South 43°30'21" East with the Chuck Wagon Trail southwesterly line a distance of 30.00 feet to a point;

Thence South 46°29'39" West a distance of 510.00 feet to a point in the northwesterly line of Block 12, said El Chico addition;

Thence North 43°30'21" West with the Block 12/ Block 15 common line a distance of 30.00 feet to a point in the southeasterly line of Block 16 for the northwest corner of Block 12;

Thence South 46°29'39" West a distance of 90.00 feet to a found 1/2 inch iron rod for the southwest corner of said block 16;

Thence North 43°30'21" west with the Block 11/ Block 16 common line a distance of 30.00 feet to a point;

Thence North 46°29'39" East a distance of 600.00 feet to a point in the southwesterly line of Chuck Wagon Trail;

Thence South 43°30'21" East with the Chuck Wagon Trail southeasterly line a distance of 30.00 feet to the Point of Beginning and Containing 33,300 square feet, 0.76 acres of land, more or less.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|---|-----------------------------------|----------------------------------|
| Meeting Date: February 09, 2021 | Department: Legislative | Presented By: A. Smith |
|---|-----------------------------------|----------------------------------|

AGENDA ITEM

Discussion/ Action: To consider and act on an ordinance to order the May 1, 2021 General Election.

BACKGROUND:

Per: Texas Election Code

Sec. 3.001. ORDER REQUIRED.

Sec. 3.004. ELECTION OF POLITICAL SUBDIVISION.

First Day to file an application for a place on the ballot – January 13, 2021

Last Day to file an application for a place on the ballot – February 12, 2021

Drawing for position on ballot (if needed) February 18 – 22, 2021

First Day to early vote in person - April 19, 2021

Last Day to early vote in person – April 27, 2021

Election Day – May 1, 2021

Canvass of election will be May 11, 2021

Neither the early voting nor election day polling locations have been finalized yet. When they are announced, I will publish it on the web site.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approving ordinance

EXHIBITS:

An ordinance ordering the May 1, 2021 General Election

| | | |
|-------------------------|--------------------------|--|
| ADDITIONAL INFO: | FINANCIAL INFO: | |
| | Cost | |
| | Source of Funding | |
| | | |
| | | |

CITY OF WILLOWPARK

ORDINANCE NO. 825-21

AN ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 1, 2021 FOR THE PURPOSE OF ELECTING A MAYOR, COUNCILMEMBER FOR PLACE NO. 1 AND A COUNCILMEMBER FOR PLACE NO. 2; DESIGNATING A POLLING PLACE, WITHIN THE MUNICIPAL LIMITS; APPOINTING A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a general election for certain municipal officers of the City of Willow Park, Texas is ordered herein for MAY 1, 2021 under the authority of law; and

WHEREAS, Jenise Miller, the Elections Administrator for Parker County, is designated under §83.005 TEX. ELECTION CODE as the Early Voting Clerk for elections ordered on behalf of a municipality; and

WHEREAS, the City will enter into an agreement with Parker County for the provision of election services and said agreement provides for an election judge and the dates on which early voting shall occur; and

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

SECTION 1. INCORPORATION

All of the above precatory statements are true and correct and incorporated herein for all purposes.

SECTION 2. DATE OF ELECTION

It is hereby ordered that an election for certain municipal officers shall be held in and throughout the City of Willow Park, Texas on MAY 1, 2021.

SECTION 3. PURPOSE OF ELECTION

The purpose of the election is to provide for the general election of city officers, specifically: Mayor and Council Members Place No. 1, and Place No. 2. The term for Mayor and Council Members Place No. 1, and Place No. 2 are for a term of two years, ending May 2023.

SECTION 4. POLLING PLACE

The City of Willow Park polling place for the May 1, 2021 election day shall be the Willow Park City Hall, 516 Ranch House Road, Willow Park, Texas.

In accordance with §41.031(b) TEX. ELECTION CODE, said polling place shall be open between the

hours of 7:00 a.m. and 7:00 p.m. on the date of election.

SECTION 5. ELECTION JUDGES

The Presiding Election Judge and Alternate Presiding Election Judge shall be as appointed by Parker County pursuant to an agreement with the County.

All Election Judges herein appointed, shall appoint not more than two eligible persons as clerks to serve and assist in the conduct of election. Provided, however, that if the Election Judge named herein actually serves, the Alternate Election Judge shall serve as one of the clerks. All election clerks shall be qualified voters of the City.

SECTION 6. EARLY VOTING CLERK

Jenise Miller, the Elections Administrator for Parker County, is hereby designated as the Early Voting Clerk pursuant to §83.05 TEX. ELECTION CODE for the election ordered herein. The official mailing address of the early voting clerk is 1112 Santa Fe Drive, Weatherford, Texas 76086. The City Secretary is further ordered to procure and allocate the supplies necessary to conduct the election pursuant to §51.003(3) TEX. ELECTION CODE and to provide written notice to the presiding and alternate presiding judge of the election as specified by §32.009 TEX. ELECTION CODE.

SECTION 7. PUBLICATION AND POSTING OF NOTICE

Notice of the City election shall be given by posting a Notice of Election at the City of Willow Park City Hall on the bulletin board or other location used for posting notices of the meetings of the City Council, not later than 21 days prior to the date of the election, and by publication of said notice at least once in the newspaper published in the City, or if none, in a newspaper of general circulation. The date of said publication to be not less than 10 days nor more than 30 days prior to the date set for the election. Upon publication of the election notice, the City Secretary shall secure a Publisher's Affidavit or copy of the notice which complies with the requirements of §4.005 TEX. ELECTION CODE.

SECTION 8. EARLY VOTING

Early voting by personal appearance shall commence on April 19, 2021 and shall continue Monday through Friday from 8:00 a.m. until 5:00 p.m. until April 27, 2021 at a location to be determined by the City and the Early Voting Clerk. Extended hours for early voting shall be determined by the Early Voting Clerk and the City. A supplemental notice shall be issued stating the early voting location and the dates for the extended hours of early voting. Early voting shall be conducted in accordance with the requirements of the TEX. ELECTION CODE.

Applications for voting by mail shall be delivered to the Early Voting Clerk at the same address not later than the close-of-business on April 20, 2021.

The Early Voting Clerk's address to which ballots voted by mail may be sent is:

Jenise Miller
Early Voting Clerk
1112 Santa Fe Drive Weatherford, TX

SECTION 9. NECESSARY ACTIONS

The Mayor, City Council, or City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions with the TEX. ELECTION CODE in carrying out and conducting the election whether or not specifically authorized herein.

The City Secretary is directed to send a copy of the executed Order of Election to the Parker County Clerk and Election Administrator on or before March 1, 2021 pursuant to § 4.008 TEX. ELECTION CODE.

SECTION 10. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 11. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its adoption.

PASSED, APPROVED AND ADOPTED on this 9th day of February 2021.

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary

The Willow Park City Council is acting on Ordinance No. 806-20, did on the 9TH day of February 2021 vote as follows:

| | <u>FOR</u> | <u>AGAINST</u> | <u>ABSTAIN</u> |
|-------------------------|------------|----------------|----------------|
| Doyle Moss | _____ | _____ | _____ |
| Eric Contreras, Place 1 | _____ | _____ | _____ |
| Tyler VanSant, Place 2 | _____ | _____ | _____ |
| Greg Runnebaum, Place 3 | _____ | _____ | _____ |
| Lea Young, Place 4 | _____ | _____ | _____ |
| Nathan Crummel Place 5 | _____ | _____ | _____ |



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|------------------------------|---|
| Council Date: February 9, 2021 | Department: Police | Presented By: Captain Daniel Franklin |
|--|------------------------------|---|

AGENDA ITEM:
2020 Racial Profiling Report

The Texas Code of Criminal Procedure requires that the Chief Administrator of the law enforcement agency submit an annual report to the Texas Commission on Law Enforcement (TCOLE) and to the Governing body of the municipality.

STAFF/BOARD/COMMISSION RECOMMENDATION:
No action is required

EXHIBITS: Racial Profiling Report

| ADDITIONAL INFO: | FINANCIAL INFO: | |
|-------------------|-----------------|---------|
| | Cost | \$ 0.00 |
| Source of Funding | \$ 0.00 | |
| | | |
| | | |
| | | |



Willow Park
Police
Department
Racial Profiling
Report

2020

January 19, 2021

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Article 2.131-2.132

- Prohibits racial profiling by police officers
- Requires implementation of a process by which complaints may be made for racial profiling
- Requires collection of data related to motor vehicle stops resulting in citations and/or arrests:
 - Race of the individual
 - Whether a search was conducted
 - Whether the search was consensual
 - Whether the officer knew the race of the individual being stopped prior to the stop
 - Whether the peace officer used physical force that resulted in bodily injury
- Requires the Chief of Police to submit an annual report to the Texas Commission on Law Enforcement (TCOLE) and the Willow Park City Council

Art. 2.131. Racial Profiling Prohibited.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., Ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Alaska native or American Indian, Asian or Pacific Islander, black, white, and Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by section 1.07 Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency shall also examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by section 1701.651, Occupation Code. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(H) a law enforcement agency shall review the data collected under Subsection (b) (6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, (H.B. 3389) , Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. 3051), Sec. 1, eff, September 1, 2017

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.01, eff, September 1, 2017

Article 2.133-2.136

- Requires law enforcement agencies to submit a yearly report of the information collected to the governing body of the municipality
- Reports required for motor vehicle stops
- Compilation of data
- Analysis of data is required

Art. 2.133. Reports Required for Motor Vehicle Stops

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a verbal or written warning or a ticket or a citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by section 1.07 Penal Code, during the stop;

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

Acts 2017, 85st Leg., R.S., Ch. 950, (S.B. 1849) , Sec. 5.05, eff. September 1, 2017

Art. 2.134. Compilation and Analysis of Information Collected.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.


Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849) , Sec. 5.03, eff. September 1, 2017

Willow Park Police Department

General Orders 5300 Bias Based Policing

- Policy effective 2020
- Establishes policy
- States purpose
- Prohibits discriminatory practices
- Establishes complaint process
- Establishes disciplinary actions
- Establishes guidelines for data collection

| WILLOW PARK POLICE DEPARTMENT | | GENERAL ORDERS | |
|---|--|--|--|
| SUBJECT: RACIAL PROFILING | | NUMBER: 5300 | |
| EFFECTIVE DATE: 06/04/2020 | | REVIEW DATE: 06/04/2021 | |
| AMENDS/SUPERSEDES: This policy supersedes all previous policies. | | APPROVED:  | |
| | | Chief of Police | |
| BEST PRACTICE STANDARDS: 2.01 | | | |

NOTE: This General Order is for internal use only and does not enhance an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this General Order, if proven, can only form the basis of a complaint by this Department and only in a non-judicial, administrative setting.

INDEX WORDS:

Audio and Video Recording
Collection of Information
Complaint
Ethnicity
Race

Racial Profiling
Reporting
Review
Training

I. PURPOSE

- A. The purpose of this order is to reaffirm the City of Willow Park Police Department's commitment to unbiased policing in all its encounters with any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. POLICY

- A. It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. Racial profiling is an unacceptable police tactic and will not be condoned.
- B. This General Order is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

III. DEFINITIONS

- A. Racial Profiling - a law enforcement-initiated action based on an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.
- B. Race or Ethnicity - persons of a particular descent, including Alaska native or American Indian, Asian or Pacific Islander, Black, White, and Hispanic or Latino.
- C. Acts Constituting Racial Profiling - acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
- D. Motor Vehicle Stop – means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

IV. PROHIBITION

- A. Officers of the Willow Park Police Department are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision by an officer. Race, ethnicity or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom an officer is searching.

V. COMPLAINT PROCESS

- A. No person shall be discouraged, intimidated or coerced from filing a complaint, or be discriminated against because they have filed a complaint.
- B. Any person who believes that a peace officer employed by the Willow Park Police Department has engaged in racial profiling with respect to that person, may file a complaint in accordance with the provisions of General Order 300, Discipline/Complaints against Police Personnel.
 - 1. An employee who is contacted regarding a complaint against an officer shall follow the procedures set forth in General Order 300, Section X. Investigation of Externally Originated Complaints.
 - 2. Citizens who appear in person wishing to file a complaint shall be provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Willow Park Police Department lobby, and at Willow Park City Hall. Citizens may also be directed to the Departmental website to file a complaint.
- C. Any supervisor who becomes aware of an alleged or suspected violation of this General Order shall report the alleged violation in accordance with General Order 300, Discipline, Section XI. Investigation of Internally Originated Complaints.

- D. Complaints of racial profiling shall be classified as a Level I complaint and shall be investigated by the Office of the Chief of Police, unless otherwise directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the Office of the Chief of Police.

VI. DISCIPLINARY AND CORRECTIVE ACTIONS

- A. Any officer of this Department who is found, after investigation, to have engaged in racial profiling in violation of this General Order may be subject to disciplinary action, up to and including termination. Disciplinary or corrective actions may include diversity, sensitivity or other appropriate training or counseling, as determined by the Chief of Police.

VII. PUBLIC EDUCATION

- A. This Department shall provide education to the public concerning the racial profiling complaint process. The primary method of public education shall be through a brochure, "How to File a Complaint" which are maintained in the lobby of the Willow Park Police Department, and at the Willow Park City Hall. These brochures are available in both English and Spanish versions. Other education methods may be utilized to inform the public, including news media, civic presentations, the Internet, and/or public meetings.

VIII. COLLECTION OF INFORMATION AND ANNUAL REPORT WHEN CITATION ISSUED OR ARREST MADE

- A. For each motor vehicle stop in which a citation or warning is issued and for each arrest resulting from a motor vehicle stop, an officer involved in the stop shall collect the following information:
 - 1. Information identifying the gender of the individual detained
 - a. Female
 - b. Male
 - 2. Information identifying the race or ethnicity of the individual detained. The following codes will be used to identify the individual's race:

A = Asian
B = Black
H = Hispanic/Latino
I = Alaska Native/American Indian
W = White

(Note: Officers may not ask the individual to identify their race.)

- 3. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 4. Reason for the stop
 - a. Violation of law
 - b. Preexisting knowledge

- c. Moving traffic violation
 - d. Vehicle traffic violation
5. Street Address or approximate location of the stop
 - a. City Street
 - b. U.S. Highway
 - c. County Road
 - d. State Highway
 - e. Private Property or other
 6. Was a search conducted?
 7. Reason for the search
 - a. Consent
 - b. Contraband in plain view
 - c. Probable cause
 - d. Inventory
 - e. Incident to arrest
 8. Was contraband discovered?
 - a. Yes
 - b. No
 9. Description of contraband
 - a. Drugs
 - b. Currency
 - c. Weapons
 - d. Alcohol
 - e. Stolen Property
 - f. Other
 10. Result of the stop
 - a. Verbal warning
 - b. Written warning
 - c. Citation
 - d. Written warning and arrest
 - e. Citation and arrest
 - f. Arrest
 11. What was the arrest based on?
 - a. Violation of Penal Code
 - b. Violation of Traffic Law
 - c. Violation of City Ordinance
 - d. Outstanding Warrant
 12. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop; and

- B. The information collected shall be entered in to the Racial Profiling module in the Cardinal ticket writing program by the officer in a timely manner. All stops requiring Racial Profiling data collection must be entered.
- C. The Captain shall ensure all Racial Profiling Data is collected and reported to the Chief of Police. The data collected shall be compiled in an annual report covering the period January 1 through December 31 of each year and shall be submitted to the governing body of the City of Willow Park no later than March 1 of the following year. The report will include:
 - 1. A breakdown of citations by race or ethnicity;
 - 2. Number of citations that resulted in a search;
 - 3. Number of searches that were consensual;
 - 4. Number of citations that resulted in custodial arrest; and
 - 5. Public education efforts concerning the racial profiling complaint process.
- D. The annual report shall not include identifying information about any individual stopped or arrested and shall not include identifying information about any peace officer involved in a stop or arrest.
- E. Racial Profiling Data will also be reported to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year, following the Commission's prescribed format.

IX. AUDIO AND VIDEO EQUIPMENT

- A. Each motor vehicle regularly used by this department to make motor vehicle stops shall be equipped with a mobile video camera system capable of recording video and audio, and each motorcycle regularly used by this department to make motor vehicle stops shall be equipped with audio recording equipment.
- B. Each motor vehicle stop made by an officer of this department capable of being recorded by video and audio, or by audio only for motorcycles, shall be recorded.
- C. Supervisors and Officers shall ensure that mobile video camera equipment, and/or audio equipment, is properly functioning prior to commencing their tour of duty. Police units with malfunctioning or inoperable mobile video camera equipment shall not be utilized under normal circumstances.
- D. Supervisors shall have the authority to assign units with malfunctioning or inoperable mobile video equipment when situations dictate. Officers assigned to such units shall collect and document the information listed below for each motor vehicle stop. All documentation must be submitted to the officer's supervisor prior to ending that tour of duty. Documentation shall include but is not limited to Field Interview Forms, Traffic Citations and Warning Tickets.
 - 1. A physical description of any person operating the motor vehicle, who is detained as a result of the stop, including:

- a. the person's gender; and
 - b. the person's race or ethnicity, as stated by the person, or if the person does not state, the person's race or ethnicity, as determined by the officer to the best of his or her ability. Officers will not ask the individual to identify their race or ethnicity;
2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual;
 3. The initial reason for the stop;
 4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search;
 5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
 6. The reason for the search, including whether:
 - a. Any contraband or other evidence was in plain view;
 - b. Any probable cause or reasonable suspicion existed to perform the search; or
 - c. The search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle
 7. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of Penal Code, a violation of traffic law or ordinance or an outstanding warrant and a statement of the offense charged.
 8. The street address or approximate location of the stop;
 9. Whether the officer issued a citation or a written warning as a result of the stop; and
 10. Whether the person contacted is a resident or non-resident of the City of Willow Park. This shall be reflected on each citation issued, using an (R) for residents or an (NR) for non-resident.

X. REVIEW OF VIDEO AND AUDIO DOCUMENTATION

- A. Each audio and video recording shall be retained for a minimum period of one hundred-twenty (120) days, unless a complaint is filed alleging that an officer has engaged in racial profiling with respect to a motor vehicle stop. The Captain shall ensure that all audio and video recordings are properly stored and retained in accordance with applicable laws and this General Order.
- B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio / video recording shall be forwarded to the Office of the Chief of Police who shall retain the video until final disposition of the complaint has been made.

- C. The Captain or his designee shall review a randomly selected sampling of at least three video and audio recordings, made recently by officers employed by the Department, in order to determine if patterns of racial profiling exist. These reviews shall be conducted monthly and documented on the appropriate form (WPPD-013).
1. Written documentation shall include:
 - a. the names of the officers whose stops were reviewed;
 - b. the date(s) of the videos reviewed;
 - c. the date the actual review was conducted; and
 - d. the name of the person conducting the review.
 2. The Captain shall forward the required documentation to the Office of the Chief of Police.
 3. The Captain shall maintain a file of all video review documentation performed, in compliance with this General Order.
- D. In reviewing audio and video recordings, the Captain or his designee, shall seek to determine if the officer(s) reviewed have engaged in a pattern of racial profiling, that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures.

XI. TRAINING

- A. Each peace officer employed by the department shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement (TCOLE) not later than the second anniversary of the date the officer was licensed, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCOLE intermediate proficiency certificate, or who had held a peace officer license issued by TCOLE for at least two years, shall complete a TCOLE training and education program on racial profiling not later than September 1, 2003.

The Chief of Police shall, in completing the training required by Section 96.641, Texas Education Code, complete the program on racial profiling established by the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT), not later than September 1, 2003.

XII. EFFECTIVE DATE

- A. Any previous directive, rule, order or regulation that pertains to this subject matter and its amendments shall remain in full force and effect for any violation(s) which occur prior to the effective date of this General Order.
- B. If any section, sentence, clause or phrase of this General Order is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this General Order.
- C. All training on this General Order will be in accordance with General Order 100, Written Directive System, Chapter VIII, Training.

D. The effective date is stated in the header block of this General Order.

2020 Data Compilation

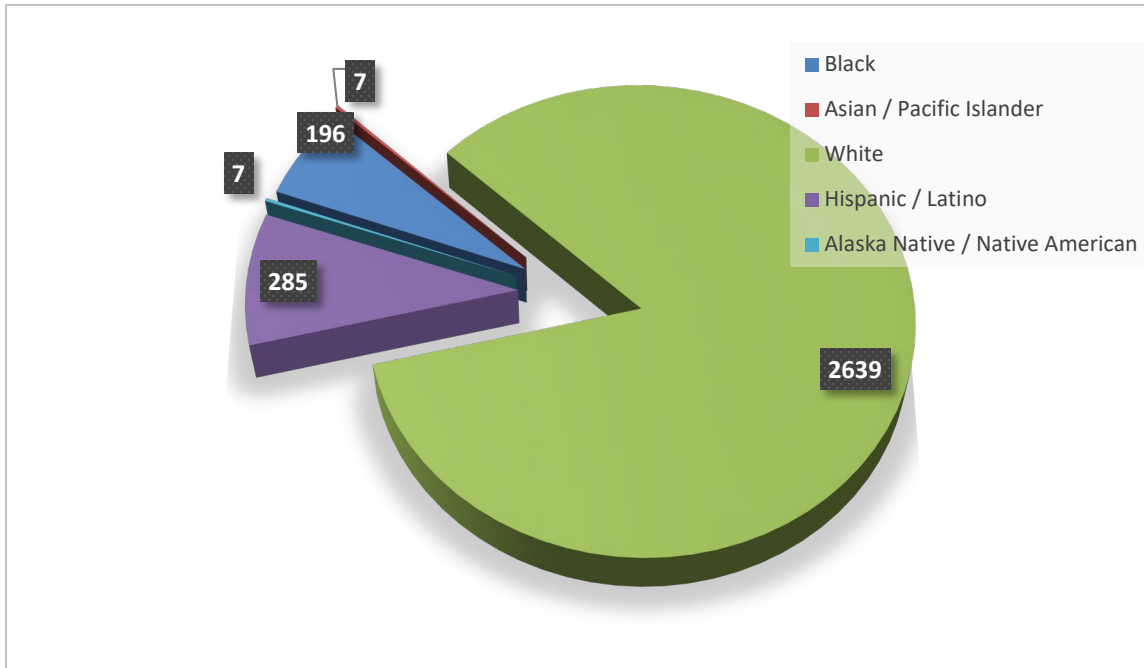
Total by Raw Number

| Race | Traffic Related contacts Resulting in Search Arrest or Citation | Total Searches from Traffic Related Contacts | Consent Searches | Probable Cause Searches |
|---------------------------------|---|--|------------------|-------------------------|
| Black | 196 | 2 | 0 | 2 |
| Asian / Pacific Islander | 17 | 1 | 0 | 0 |
| White | 2639 | 41 | 3 | 16 |
| Hispanic / Latino | 285 | 9 | 2 | 5 |
| Alaska Native / Native American | 7 | 0 | 0 | 0 |
| TOTAL | 3144 | 53 | 5 | 23 |

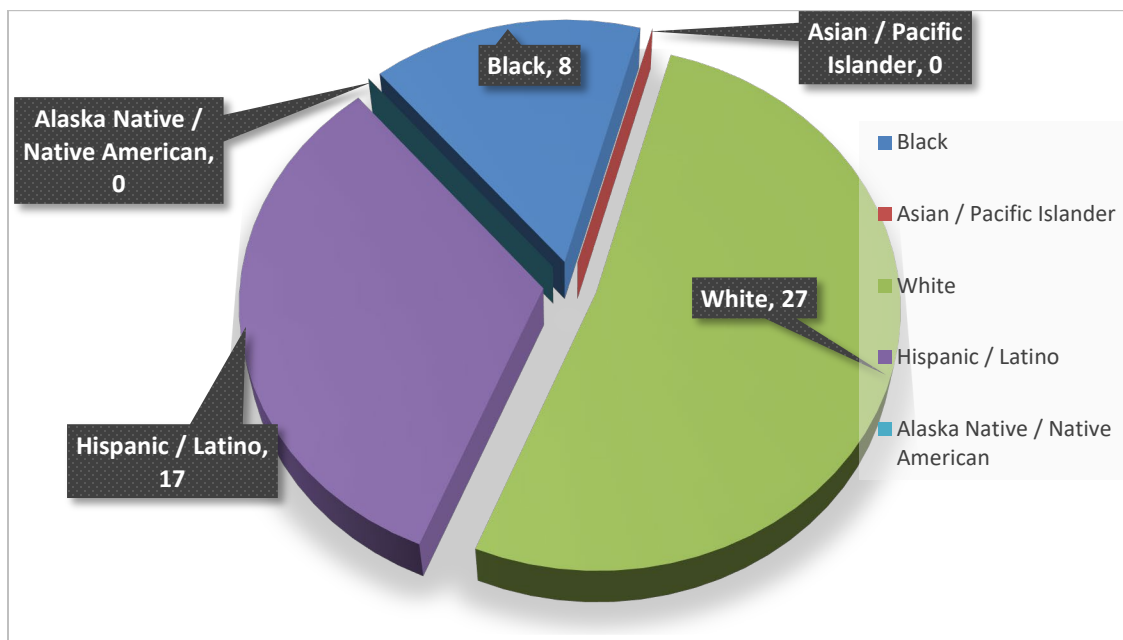
Total by Percentage

| Race | Traffic Related contacts Resulting in Search Arrest or Citation | Total Searches from Traffic Related Contacts | Consent Searches | Probable Cause Searches |
|---------------------------------|---|--|------------------|-------------------------|
| Black | 6.24% | 3.77% | 0.0% | 8.70% |
| Asian / Pacific Islander | 0.54% | 1.89% | 0.0% | 0.0% |
| White | 83.94% | 77.36% | 60.0% | 69.57% |
| Hispanic / Latino | 9.06% | 16.98% | 40.0% | 21.73% |
| Alaska Native / Native American | 0.22% | 0.0% | 0.0% | 0.0% |
| Total | 100.00% | 100.00% | 100.00% | 100.00% |

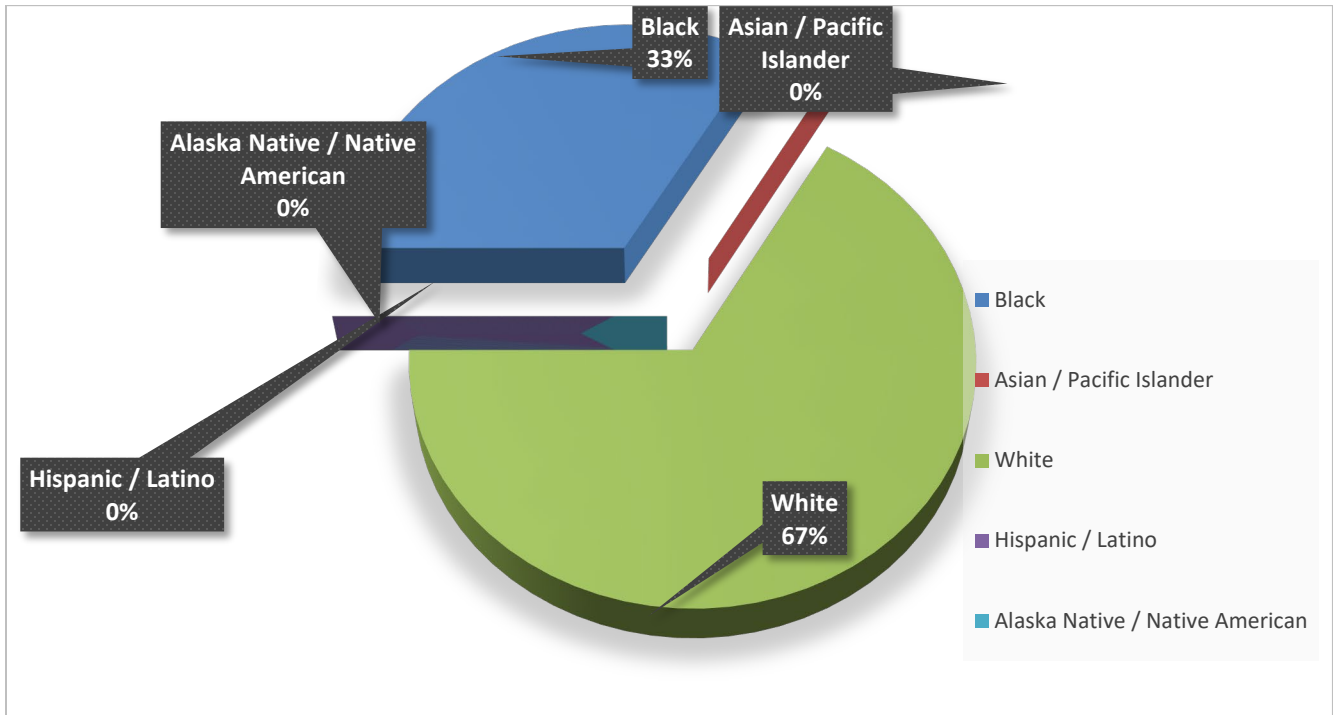
Traffic Related contacts Resulting in Search, Arrest, or Citation



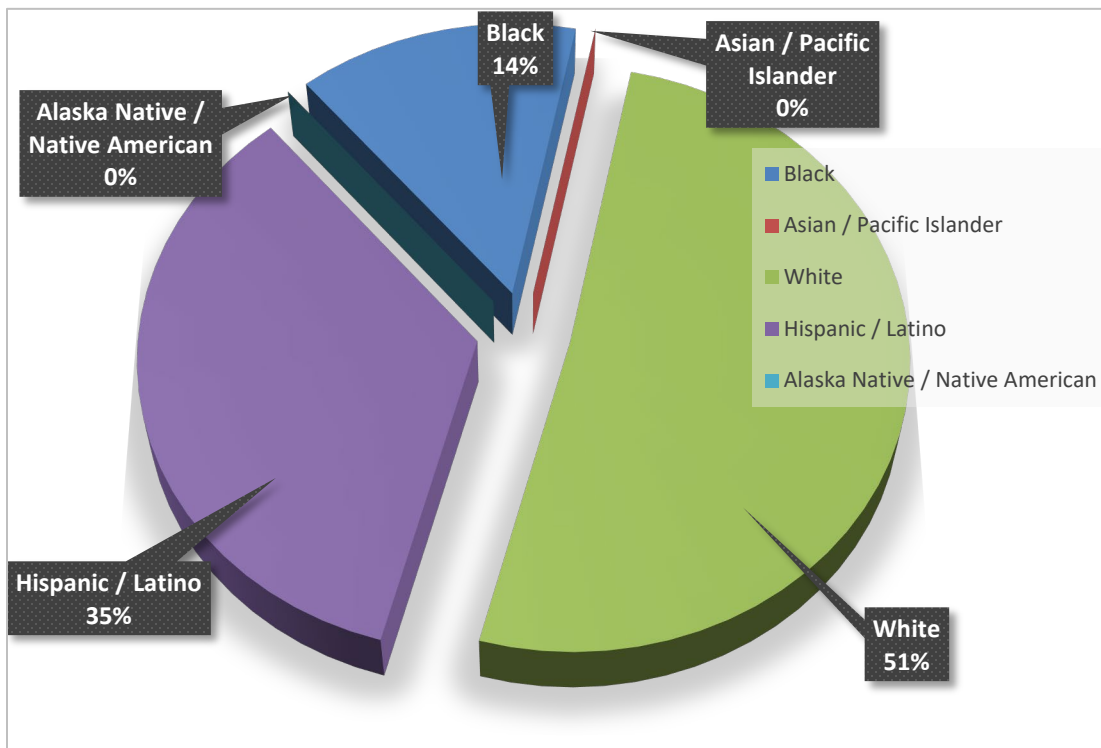
Total Searches from Traffic Related Contacts



Consent Searches



Probable Cause Searches



Complaints Made

There were no allegations of Racial Profiling in 2020.

Conclusion

The Willow Park Police Department is in compliance with Texas Code of Criminal Procedure Article 2.132.

Racial Profiling Report | Full

WILLOW PARK POLICE DEPT.

Reporting Date: 01/19/2021

TCOLE Agency Number: 367202

Chief Administrator: CARRIE L. WEST

Agency Contact Information:

Phone: (817) 441-9747

Email: cwest@willowpark.org

Mailing Address:

101 STAGECOACH TRAIL

WILLOW PARK, TX 76087

This Agency filed a full report

WILLOW PARK POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the WILLOW PARK POLICE DEPT. from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the WILLOW PARK POLICE DEPT. if the individual believes that a peace officer employed by the WILLOW PARK POLICE DEPT. has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the WILLOW PARK POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLOW PARK POLICE DEPT. policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:

a. the race or ethnicity of the individual detained;

b. whether a search was conducted and, if so, whether the individual detained consented to the search;

c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

d. whether the peace officer used physical force that resulted in bodily injury during the stop;

e. the location of the stop;

f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

a. the Commission on Law Enforcement; and

b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLOW PARK POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Daniel Franklin
Captain

Date: 01/19/2021

Total stops: 3144

| Street address or approximate location of the stop | |
|--|------|
| City street | 1635 |
| US highway | 1060 |
| County road | 13 |
| State highway | 379 |
| Private property or other | 57 |
| Was race or ethnicity known prior to stop? | |
| Yes | 11 |
| No | 3133 |
| Race / Ethnicity | |
| Alaska Native / American Indian | 7 |
| Asian / Pacific Islander | 17 |
| Black | 196 |
| White | 2639 |
| Hispanic / Latino | 285 |
| Gender | |
| Female | 1244 |
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 7 |
| Black | 68 |
| White | 1112 |
| Hispanic / Latino | 55 |
| Male | 1900 |
| Alaska Native / American Indian | 5 |
| Asian / Pacific Islander | 10 |
| Black | 128 |
| White | 1527 |
| Hispanic / Latino | 230 |
| Reason for stop? | |
| Violation of law | 39 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 35 |
| Hispanic / Latino | 3 |
| Preexisting knowledge | 14 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 14 |
| Hispanic / Latino | 0 |
| Moving traffic violation | 2604 |
| Alaska Native / American Indian | 6 |

| | |
|----------------------------------|------------|
| Asian / Pacific Islander | 16 |
| Black | 164 |
| White | 2172 |
| Hispanic / Latino | 246 |
| Vehicle traffic violation | 487 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 1 |
| Black | 31 |
| White | 418 |
| Hispanic / Latino | 36 |

Was a search conducted?

| | |
|---------------------------------|-------------|
| Yes | 53 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 2 |
| White | 41 |
| Hispanic / Latino | 9 |
| No | 3091 |
| Alaska Native / American Indian | 7 |
| Asian / Pacific Islander | 16 |
| Black | 194 |
| White | 2598 |
| Hispanic / Latino | 276 |

Reason for Search?

| | |
|---------------------------------|-----------|
| Consent | 5 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 3 |
| Hispanic / Latino | 2 |
| Contraband | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Probable | 23 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 2 |
| White | 16 |
| Hispanic / Latino | 5 |
| Inventory | 19 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |

| | |
|---------------------------------|----------|
| Black | 0 |
| White | 16 |
| Hispanic / Latino | 2 |
| Incident to arrest | 6 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 6 |
| Hispanic / Latino | 0 |

Was Contraband discovered?

| | |
|---------------------------------|-----------|
| Yes | 37 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 2 |
| White | 20 |
| Hispanic / Latino | 14 |
| No 16 | |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 1 |
| White | 10 |
| Hispanic / Latino | 4 |

Did the finding result in arrest?
(total should equal previous column)

| | |
|--------|------|
| Yes 0 | No 0 |
| Yes 0 | No 1 |
| Yes 0 | No 2 |
| Yes 17 | No 3 |
| Yes 7 | No 7 |

Description of contraband

| | |
|---------------------------------|-----------|
| Drugs | 23 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 17 |
| Hispanic / Latino | 5 |
| Weapons | 3 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 2 |
| Hispanic / Latino | 1 |
| Currency | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 1 |
| Alcohol | 7 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 7 |

| | |
|-----------------------------------|-------------|
| Hispanic / Latino | 0 |
| Stolen property | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Other | 3 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 3 |
| Hispanic / Latino | 0 |
| Result of the stop | |
| Verbal warning | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Written warning | 1694 |
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 4 |
| Black | 95 |
| White | 1476 |
| Hispanic / Latino | 117 |
| Citation | 1395 |
| Alaska Native / American Indian | 5 |
| Asian / Pacific Islander | 12 |
| Black | 97 |
| White | 1121 |
| Hispanic / Latino | 160 |
| Written warning and arrest | 21 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 2 |
| White | 16 |
| Hispanic / Latino | 3 |
| Citation and arrest | 34 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 2 |
| White | 26 |
| Hispanic / Latino | 5 |
| Arrest | 55 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 4 |

| | |
|-------------------|----|
| White | 42 |
| Hispanic / Latino | 8 |

Arrest based on

| | |
|------------------------------------|-----------|
| Violation of Penal Code | 39 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 33 |
| Hispanic / Latino | 6 |
| Violation of Traffic Law | 5 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 1 |
| White | 2 |
| Hispanic / Latino | 1 |
| Violation of City Ordinance | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Outstanding Warrant | 11 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 3 |
| White | 7 |
| Hispanic / Latino | 1 |

Was physical force resulting in bodily injury used during stop?

| | |
|---------------------------------|-------------|
| Yes | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| No | 3144 |
| Alaska Native / American Indian | 7 |
| Asian / Pacific Islander | 17 |
| Black | 196 |
| White | 2639 |
| Hispanic / Latino | 285 |

Number of complaints of racial profiling

| | |
|---------------------------------------|---|
| Total | 0 |
| Resulted in disciplinary action | 0 |
| Did not result in disciplinary action | 0 |

Submitted electronically to the



The Texas Commission on Law Enforcement



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|------------------------------------|-----------------------------|--------------------------------------|
| Council Date: February 9 | Department: Admin | Presented By: City Manager |
|------------------------------------|-----------------------------|--------------------------------------|

AGENDA ITEM:

Discuss and take action to authorize staff to submit a Project Information Form (PIF) for the purpose of refunding private placement debt related to the Fort Worth Water Project

BACKGROUND:

In January 2021, Council authorized the sale of revenue bonds in the amount of approximately \$6.5M for the purpose of construction facilities related to the completion of the Fort Worth Water Project—most notably the construction of a Ground Storage Tank and Pump Station. Staff has prepared a PIF to submit to the TWDB for the purpose of refunding this debt with the Texas Water Development Board. This is the initial step in the process and will take several months to complete if the refunding is successful.

Suggested Motion: I move to authorize staff to submit a Project Information Form for the purpose of refunding private placement debt associated with the Fort Worth Water Project.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

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



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|------------------------------------|--|
| Meeting Date: February 9, 2021 | Department: Public Works | Presented By: Michelle Guelker |
|--|------------------------------------|--|

AGENDA ITEM

Discussion/ Action: To enter into an agreement with Jacob & Martin Engineering to supply an online Geographic Information System (GIS).

BACKGROUND:

The City has long been in need of a reliable GIS system that can be easy updated, allows data to be shared amongst the various departments, as well as in the field and can easy grow to accommodate the growth of the City.

Jacob & Martin developed an online GIS for its clients approximately 7 years ago that can meet all of those needs.

More important Jacob & Martin’s online GIS allows the City’s customers to have access to abbreviated* GIS information right at their fingertips.

Customers will be able to access the GIS portal through the City’s website. The customer’s portal will provide information such as general location of water and sewer mains, current parcel zoning and the County Appraisal District parcel information.

Employees will also be able to access information from the same portal, but will have the ability to see more in-depth feature information, such as water main sizes, valve or manhole locations.

The system will be automatically updated with completed projects engineered by Jacob & Martin’s and other engineering firms draws can be uploaded and draw into the system by Jacob & Martin’s staff. City Staff will also be able to edit features and make corrections while out in the field using a laptop or tablet.

*Customers will be provided approved information as required under the Homeland Security Act.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To allow Jacob and Martin Engineering Firm to establish and maintain an online GIS system for the City.

EXHIBITS: Agreement for Professional Services

| | | |
|-------------------------|--------------------------|--|
| ADDITIONAL INFO: | FINANCIAL INFO: | |
| | Cost | \$8,500.00- Development Fee (One time) \$5,100.00- Annual Hosting and Maintenance Fee |
| | Source of Funding | |



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AGREEMENT FOR PROFESSIONAL SERVICES

This Professional Services Agreement is entered into between **City of Willow Park (CLIENT)** and **Jacob & Martin, LLC. (ENGINEER)**

- Client:** City of Willow Park

- Project:** GIS System

- Scope of Services:** Provide engineering and surveying services for the above referenced project as described in Attachment A.

- Compensation:** Fees associated with the outlined services will be provided as described in Attachment B.

- General Conditions:** See attached General Conditions.

Client has read, understands and agrees to the General Conditions, the Scope of Services, Compensation and any Addenda Incorporated into this Agreement by reference. This Agreement, including the General Conditions, Scope of Services, Jacob & Martin Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase order issued by Client. This Agreement is entered into at Abilene, Texas and is made effective upon signature by both parties.

| | | | |
|----------------|---------------------|------------------|---------------------|
| Client: | City of Willow Park | Engineer: | Jacob & Martin, LLC |
| By: | | By: | |
| Name: | Bryan Grimes | Name: | William L. Dugger |
| Title: | City Manager | Title: | Vice-President |
| Date: | | Date: | |

Project #: 17397



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

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ATTACHMENT A TO AGREEMENT FOR PROFESSIONAL SERVICES

Project Manager:

Will Dugger, Principal
JACOB | MARTIN
3465 Curry Lane
Abilene, TX 79606
325.695.1070
wld@jacobmartin.com

Client Point of Contact:

Mr. Bryan Grimes, City Manager
City of Willow Park
516 Ranch House Road
City of Willow Park, Texas 76087
817.441.7108
BGrimes@willowpark.org

Project Scope:

Technical Work Plan

Web Page Domain Name Registration

Our team will register an SSL domain name for the GIS website through GoDaddy.com. (SSL stands for Secure Sockets Layer and is the industry standard in security technology for establishing an encoded link between a web server and a browser to ensure that all data that passes between the server and browser remains private and protected.)

The recommended web domain will be: www.willowpark.advantagis.com

Our project team will route the DNS (Domain Name Service) numbers to our dedicated web servers and will test the domain name once transferred to our web server for quality control purposes.

GIS Website Design and Development

Our team will setup a customized Advantagis GIS website for the City of Willow Park. JACOB | MARTIN will work with the City of Willow Park to obtain and provide the following: Existing aerial photography, GIS ready data, (shapefiles, personal geodatabase, file geodatabase, or SDE database) and any external databases.

We would propose to create and publish a fully operational website including the following layers:

We will create and publish these “Operational Layers”

1. Water – this will be an editable layer
2. Sewer – this will be an editable layer
3. Zoning – this will be an editable layer

We will work with your team to work through the data definitions (fields, formats, etc) for each of the core layers listed above and plan for other layers accordingly. We may be able to publish some additional layers in the scope of

Project #: 14-11763



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this project, or simply may plan for these layers to be published when the data is acquired or becomes available.

Additionally, we will publish the following “Map Services”:

4. Any/all public domain layers you would like to add to the site (aerials, USGS topo, contours, street map, - Parker CAD land ownership, etc) – these would be static layers

As we discussed the website will be permissionable by user ID and password and the layer level. We will evaluate and develop a security profile that maximizes the shared nature of web-based GIS while protecting sensitive data for only those who need access and visibility to it.

GIS Website Hosting

The GIS website and GIS data will be hosted on a Dell PowerEdge R710 web server. JACOB | MARTIN maintains a secured, climate controlled server room with a dedicated twenty (20) Mb upload and twenty (20) Mb download speed fiber Ethernet connection. The server room is connected to a gas-powered generator to keep the web servers up and running in case of a power outage. In addition, JACOB | MARTIN provides a failover backup service for the GIS website, in the event something catastrophic happens to our web servers.

Starting and Completion Dates

JACOB | MARTIN will begin the GIS website development immediately upon receiving from the City of Willow Park, Texas, any associated digital aerial photography and “GIS ready” data to be incorporated into the GIS website.

Our team projects to have an operational GIS website up and running on a dedicated web server within six (6) weeks from the time we are able to ensure that the data is “GIS ready”. Our team will work with the City of Willow Park to ensure the Owner’s expectations are met with respect to the accuracy and timeliness of our services.

Any extensions to this forecasted timeline to must be based on one or more of the following:

- Acts of nature that directly affects JACOB | MARTIN’s ability to perform.
- Acts of government agencies that may affect JACOB | MARTIN’s performance.
- Circumstances beyond the control of JACOB | MARTIN and not due to any negligence on the part of JACOB | MARTIN or its employees (fire, floods, emergencies, or delays brought about by others, etc.)

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Development and Hosting Fee

For the performance of the agreement, the City of Willow Park, Texas shall pay JACOB | MARTIN the sum of **\$8,500.00** for the development of the Advantagis GIS website for the Project Name: **City of Willow Park, TX.**

The City of Willow Park, Texas reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of the project. In this event, a supplement to this agreement shall be executed and submitted for the approval of the City of Willow Park, Texas prior to performing the additional or changed work or incurring any additional costs therefore. Any change in compensation shall be covered in the supplement agreement. JACOB | MARTIN shall not be compensated for work the City of Willow Park does not require that is performed without the prior written approval of the City of Willow Park.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ("**TERMS & CONDITIONS**") APPLY TO ANY AND ALL USE OF THE SERVICE BY YOU AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. This agreement, as amended from time to time (the "**Agreement**") is between the City of Willow Park, Texas ("**Client**") and Jacob & Martin, LLC. ("**JM**"), including its authorized suppliers. The Service and other capitalized terms used in this Agreement are defined in a Section at the end of this Agreement.

1. Hosted Service

JM will provide the Client and its authorized Users access to the Service during the Term, subject to the Terms and Conditions. Subject to Client's compliance with its obligations under this Agreement, JM hereby grants Client a non-exclusive license to: (i) access and execute the Software on JM's application server over the Internet; (ii) use the Documentation related to the Software or the other components of the Service; (iii) transmit data related to Client's use of the Software to and from JM's application server over the Internet and store such data on JM's application server; and (iv) access and use JM's User interface on its website.

2. Use and Access

- (a) Subject to the restrictions on use as set forth herein, Client will have access to the Service for its intended purpose and in accordance with the specifications set forth in any Documentation relating to the Service or Software provided by JM. Such use and access will be continuous on a twenty four (24) hour a day, seven (7) day a week basis except for interruptions by reason of maintenance or downtime beyond JM's reasonable control.
- (b) Client will not: (i) transmit or share identification or password codes to persons other than authorized Users; (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized Users; or (iii) permit access to the Service through a single identification or password code being made available to multiple users on a network.
- (c) Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Advantagis Service.

Project #: 14-11763



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- (d) Client agrees that its use of the Service will be in a manner consistent with this Agreement and with all applicable laws and regulations, including without limitation, all copyright, trademark, patent, trade secret and export control laws, as well as those laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages. Client acknowledges that JM is not responsible for any use or misuse of the Service by Client or its employees or contractors.
- (e) Client expressly understand and agree that JM shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

3. Term and Termination

- (a) The term of this Agreement will commence the day the web site interface for the Service is accessible to you via the Internet, and will continue for a period of one year, or as otherwise mutually agreed upon (the "Term"). Thereafter this Agreement will automatically renew for successive periods of the same duration as the initial Term ("Renewal Term") unless either party gives the other party not fewer than thirty (30) day notice of its intent not to renew, or unless terminated earlier under the terms contained within this Agreement.
- (b) Either party may terminate this Agreement for material breach, by the other party, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach available to it under law.

4. Ownership of Intellectual Property

- (a) Title to any and all proprietary rights in the Service components including, without limitation, the Software, JM's web site and user interface will remain in and be the exclusive property of JM.
- (b) Client will be the owner of all data or information created by Client and stored on JM's application servers (collectively, "Client Data").

5. INDEMNITY OF LICENSEE

CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS JACOB & MARTIN, LTD., THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND CLAIMS, PROCEEDINGS, ACTIONS OR DEMANDS WHICH MAY BE BROUGHT AGAINST JACOB & MARTIN, LTD., OR ANOTHER OF THE INDEMNIFIED PARTIES AND AGREE TO INDEMNIFY AND HOLD JACOB & MARTIN,

Project #: 14-11763



325.695.1070
817.594.9880



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LTD. AND THE OTHER INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) REAL OR PERCEIVED, THAT OCCUR, OR THAT JACOB & MARTIN, LTD. MAY SUFFER, SUSTAIN OR INCUR, AS A RESULT OF: (A) CLIENT'S USE OF THE SERVICES, OR (B) CLIENT'S BREACHES OF THIS AGREEMENT. CLIENT WILL HAVE SOLE CONTROL OF THE INVESTIGATION, PREPARATION, DEFENSE AND SETTLEMENT OF ANY SUCH INFRINGEMENT CLAIMS AND SHALL MAKE REASONABLE EFFORTS TO PROVIDE COOPERATION AND ASSISTANCE IN ANY SUCH INVESTIGATION, PREPARATION, DEFENSE AND SETTLEMENT.

6. Applicable Law

This Agreement shall be subject to, construed by and enforced in accordance with the laws of Texas and applicable federal laws without regard for its conflict of law principles.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

8. Amendments

Jacob & Martin, Ltd. may amend this Agreement by giving you 30 days notice of the proposed amendments, which notice may be provided by e-mail. JM may periodically amend this Agreement, as contemplated above, for any purpose including, without limitation, changing fees or charges for use of the Service.

EXHIBIT A - SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**Agreement**") sets forth the details regarding the level of service and technical support for the Service that apply when your account is in good financial standing.

1. Downtime

- (a) JM'S SERVICES ARE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. JM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

2. Software Upgrades

- (a) From time to time JM will release new versions of the Software and will automatically upgrade the Software to the latest version.

Project #: 14-11763



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ATTACHMENT B
TO AGREEMENT FOR PROFESSIONAL SERVICES

Compensation:

Fixed Fee Amount: \$8,500.00

Annual Hosting and Maintenance Fee: \$5,100.00

Project #: 14-11763



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FEES FOR PROFESSIONAL SERVICES

| | | |
|--|----|--------|
| Principal | \$ | 200.00 |
| Licensed Architect-1 | | 170.00 |
| Licensed Architect-2 | | 140.00 |
| Licensed Interior Designer | | 110.00 |
| Architectural Associate | | 100.00 |
| Registered Professional Engineer-1 | | 175.00 |
| Registered Professional Engineer-2 | | 145.00 |
| Engineer-in-Training (E.I.T.) | | 115.00 |
| Engineering Technician-1 | | 110.00 |
| Engineering Technician-2 | | 90.00 |
| Engineering / Architectural Intern | | 60.00 |
| Environmental Scientist | | 100.00 |
| Environmental Technician | | 65.00 |
| GIS Technician-1 | | 100.00 |
| GIS Technician-2 | | 70.00 |
| CAD Draftsman-1 | | 90.00 |
| CAD Draftsman-2 | | 75.00 |
| Senior Land Man | | 80.00 |
| Registered Professional Land Surveyor | | 160.00 |
| Surveyor-in-Training (S.I.T.) | | 110.00 |
| Resident Project Representative-1 | | 90.00 |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) | | 110.00 |
| Resident Project Representative-2 | | 75.00 |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) | | 95.00 |
| Licensed Water/Wastewater Operator | | 80.00 |
| Clerical-1 | | 60.00 |
| Clerical-2 | | 50.00 |

FIELD WORK

| | | |
|---|----|--------|
| 1-Man Crew or Technician | \$ | 90.00 |
| 2-Man Crew | | 140.00 |
| 3-Man Crew | | 160.00 |
| GPS Equipment | | 60.00 |
| Robotic Total Station | | 50.00 |
| Vehicle Charge (per day) plus IRS rate per mile | | 50.00 |

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2021

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Weatherford, TX 76086

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TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford



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ATTACHMENT D TO AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL CONDITIONS

1. Parties to This Agreement
CLIENT as used herein is the entity who authorizes performance of services by Jacob & Martin, Ltd. (JACOB & MARTIN) under the conditions stated herein.
JACOB & MARTIN as used herein includes Jacob & Martin, Ltd., its employees and officers.
2. JACOB & MARTIN will perform its services consistent with that level of care and skill ordinarily exercised by persons in the same line of work under similar conditions in the same or similar location.
3. This Agreement creates no warranty or guarantee, express or implied, nor does it create a fiduciary responsibility to CLIENT by JACOB & MARTIN.
4. CLIENT acknowledges that conditions may vary from those anticipated onsite and that JACOB & MARTIN's data, interpretations, and recommendations are based solely on the information available to JACOB & MARTIN, and JACOB & MARTIN is not responsible for the interpretation by others of the information developed.
5. Invoices will be submitted for services rendered. Payment is due upon presentation of the invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees and other costs incurred in collecting delinquent amounts.
CLIENT fails to pay an invoice when due, JACOB & MARTIN may, upon five (5) days' notice to CLIENT, suspend all services until paid in full, and may terminate the agreement.
6. CLIENT agrees that any and all limitations of JACOB & MARTIN's liability and indemnifications by the CLIENT to JACOB & MARTIN shall include and extend to those individuals and entities JACOB & MARTIN retains for performance of the services under this Agreement, including but not limited to JACOB & MARTIN's officers, employees and heirs and assigns, as well as JACOB & MARTIN's sub-consultants and their officers, employees, heirs and assigns.
7. Notwithstanding any other provision of the Agreement, CLIENT and JACOB & MARTIN waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence, breach of warranty, breach of contract, strict liability or otherwise.
8. JACOB & MARTIN's reports, maps, field data, drawings, and other work product are part of JACOB & MARTIN's professional services, and do not constitute goods or products. Pertinent records relating to JACOB & MARTIN's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period.
9. In no event shall JACOB & MARTIN be responsible for the means and methods of construction or for the safety procedures employed by CLIENT's contractor. CLIENT shall hold its contractor solely responsible for the quality and completion of the Project, including but not limited to its construction in accordance with the construction documents.
10. CLIENT shall notify JACOB & MARTIN at least forty-eight (48) hours in advance of any necessary construction surveying or materials testing.
11. CLIENT shall bear sole responsibility for notifying all prospective purchasers or other appropriate third parties including, but not limited to, all appropriate municipal, regional, state or federal agencies of the existence of any hazardous or dangerous material located in or around the Project site.
12. CLIENT shall provide JACOB & MARTIN with all information regarding existing conditions, including the existence of hazardous or dangerous material, and proposed uses of the Project site and shall correctly designate the location of all property lines of the Project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the Project site. CLIENT shall immediately provide JACOB & MARTIN with any new information, including any change in plans.

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CLIENT hereby releases JACOB & MARTIN from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by CLIENT or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site by JACOB & MARTIN, JACOB & MARTIN shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to CLIENT.

13. JACOB & MARTIN will take reasonable precautions to reduce damage to land and other property caused by JACOB & MARTIN's operations. However, CLIENT understands that damage may occur and JACOB & MARTIN's fee does not include the cost of repairing such damage. If CLIENT desires JACOB & MARTIN to repair and/or pay for damages, JACOB & MARTIN will undertake the repairs and add the pre-agreed cost to JACOB & MARTIN's fee.
14. Unless otherwise agreed, CLIENT will furnish unfettered right-of-entry and obtain permits as required for JACOB & MARTIN to perform the fieldwork.
15. JACOB & MARTIN is not responsible for the job site safety of others, nor does JACOB & MARTIN have stop-work authority over work by others. However JACOB & MARTIN will conduct its work in a safe, workman-like manner, and will observe the work site safety requirements of CLIENT that have been communicated to JACOB & MARTIN in writing.
16. JACOB & MARTIN's potential liability to CLIENT and others is grossly disproportionate to JACOB & MARTIN's fee due to the size, scope, and value of the Project. Therefore, unless CLIENT and JACOB & MARTIN otherwise agree in writing in consideration for an increase in JACOB & MARTIN's fee, CLIENT agrees to (1) limit JACOB & MARTIN's liability to the greater of \$2,000.00 or the amount of JACOB & MARTIN's fee, and (2) indemnify JACOB & MARTIN against all claims, liability, damages, or expenses (except for JACOB & MARTIN's sole negligence or willful misconduct) arising out of or relating to all acts, failures to act, or other conduct of JACOB & MARTIN, including but not limited to, claims, liability, damages, or expenses arising out of or relating to the active negligence or other fault of JACOB & MARTIN. CLIENT shall indemnify JACOB & MARTIN even if CLIENT is partially or wholly without fault for such claims, liability, damages, or expenses.
17. All disputes between JACOB & MARTIN and CLIENT, with the exception of non-payment issues, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit were not filed prior to ninety (90) days after service of notice.
18. Except for actions such as for enforcement of mechanic's liens that are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in Johnson County, Texas. CLIENT waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction.
19. This Agreement, including JACOB & MARTIN's Addenda and Schedule of Fees, represents the entire Agreement and understanding between the parties, and supersedes any and all agreements, either oral or in writing, including any purchase order, between the parties. Any modification to this Agreement shall be effective only if it is in writing signed by the party to be bound. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
20. These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and JACOB & MARTIN. JACOB & MARTIN will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS.
21. The laws of the State of Texas shall govern interpretation of this Agreement. If any term of this Agreement is deemed unenforceable, the remainder of the the Agreement shall stay in full force and effect. If services of an attorney are required by any party to secure performance under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
22. CLIENT and JACOB & MARTIN may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate JACOB & MARTIN for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. CLIENT further agrees that a termination of services by JACOB & MARTIN pursuant to this paragraph shall not constitute a waiver of a claim by JACOB & MARTIN or give rise to liability on the part of JACOB & MARTIN.

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