



City Council

NOTICE OF MEETING

REGULAR SESSION AGENDA

City Council

6:00 PM – Tuesday, June 23, 2026

Weatherford City Hall, City Council Chambers
303 Palo Pinto Street, Weatherford, TX

Paul Paschall, Mayor
Zack Smith, Place 2, Mayor Pro Tem
Rod White, Place 1
Matt Ticzkus, Place 3
Luke Williams, Place 4
James Hotopp, City Manager
Chad Marbut, Assistant City Manager
Dawn Brooks, Assistant City Manager
Rob Allibon, TOASE, City Attorney
Andrea McDonald, City Secretary

In accordance with Chapter 551 of the Texas Government Code, this agenda has been posted on the official bulletin board at Weatherford City Hall and posted on the City website at <http://www.weatherfordtx.gov> within the required time frame. The Agenda Packet has also been posted on the City of Weatherford website at www.weatherfordtx.gov/agendas. All meetings of the Weatherford City Council, Municipal Utility Board, and other boards/commissions/committees of the City of Weatherford are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor/Chair requests that all electronic devices be silenced and phone conversations taken outside the Council Chambers. Weatherford City Hall is wheelchair accessible and special parking is available on the south side of the building. If special accommodations are required, please contact the City Secretary at 817-598-4202 a minimum of 24 hours in advance.

The City Council, Municipal Utility Board, and other boards/commissions/committees of the City of Weatherford, as allowed, reserve the right to enter into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney on any posted agenda item as authorized by Texas Government Code, Section 551.071. Unless a Work Session Agenda, or otherwise indicated, action may be taken on any of the following agenda items.

1. INVOCATION

2. CALL TO ORDER & ANNOUNCEMENT OF A QUORUM

3. PLEDGES OF ALLEGIANCE TO THE UNITED STATES & TEXAS FLAGS

4. ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Code Section 551.0415, the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

5. PRESENTATIONS & PROCLAMATIONS

5.a. Presentation of the Weatherford Police Department's Chief's Commendation Bar to Officer Cody

Adkins and Citizenship Awards to Andrew, Mallory, and Ayla Pritchett for their exceptional courage and selfless actions that contributed to the successful rescue of three individuals from Lake Weatherford on March 2, 2026.
(Jason Hayes, Chief of Police)

6. APPROVAL OF THE MINUTES

- 6.a.** Consider approval of the minutes of the City Council meeting held June 9, 2026.
(Andrea McDonald, City Secretary)
[06.09.26 CC Minutes](#)

7. CONSENT AGENDA ITEMS

All Consent Agenda items are considered routine and self-explanatory and will be enacted with one motion. There will be no separate consideration of these items unless the Council or Board removes an item from the Consent Agenda for individual consideration.

- 7.a.** Consider the reappointments of Betty Richardson, Sarah Davis, and Martha Hungate to the Weatherford Public Library Board.
(Rod White, Place 1 / Matt Ticzkus, Place 3)
- 7.b.** [Consider adoption of Ordinance O2026-19, a franchise agreement with Tri-County Electric Cooperative, Inc. for use of the City's public rights-of-way to install, operate, and maintain infrastructure.](#)
(Dawn Brooks, Assistant City Manager/CFO)
[O2026-19](#)
- 7.c.** [Consider authorizing the City Manager to utilize additional funds for FY25-26 contractual legal services with Taylor, Olson, Adkins, Sralla & Elam, LLP \(TOASE\).](#)
(James Hotopp, City Manager)
Suggested Action: Staff recommends approval.
[TOASE Agreement for Legal Services_FY2025-2026](#)
- 7.d.** [Consider the approval of Motorola Solutions Radio Subscriber Repair Services in the amount of \\$8,724.00 through HGAC RA05-21.](#)
(Michael Baldwin, Emergency Management Coordinator and Division Chief)
Suggested Action: Staff recommends approval.
[City of Weatherford - APX Repair Quote](#)
- 7.e.** [Consider approval of the combined purchase of vehicle repair and maintenance services from Siddons-Martin, a sole source vendor, in an amount not to exceed \\$135,000.](#)
(Jonathan Peacock, Fire Chief)
Suggested Action: Staff recommends approval.
[Siddons-Martin_Sole Source Letter 2026](#)

8. REGULAR AGENDA ITEMS

- 8.a.** [Hold a PUBLIC HEARING to consider adoption of Ordinance O2026-20 concerning a request for a conditional use permit regarding Hotel/Motel use on a 0.517-acre tract of land located at 117 College Avenue, City of Weatherford, Parker County, Texas. CUP-26-0004.](#)
(Scott McDonald, Director of Development Services)
Suggested Action: Staff recommends approval of the conditional use permit request subject to the

following conditions:

- 1. Landscape screening shall be installed and maintained along portions of the eastern and western and all of the southern elevations of the hotel structure as depicted on the approved plans.*
- 2. The exterior shipping container structures shall be painted to be in compliance with the zoning ordinance.*
- 3. Murals, artwork, and other decorative paintings shall not be permitted or allowed on the shipping containers.*
- 4. In the event the hotel use ceases operation for a period of one hundred eighty (180) consecutive days or more, all shipping container structures shall be removed from the property within sixty (60) days thereafter.*
- 5. This conditional use permit shall be void if a certificate of occupancy has not been issued within 18 months of ordinance approval.*

[R2026-20](#)

[Presentation](#)

- 8.b.** [Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-22 concerning a request by Debbie Howard for a Zoning Map Amendment from C1 General Commercial to R1 One-Family Residential on an approximate 0.459-acre tract being located at 202 South Tower Street, City of Weatherford, Parker County, Texas. ZCH-26-0009.](#)

(Scott McDonald, Director of Development Services)

Suggested Action: Staff recommends approval of the Zoning Map Amendment request.

[O2026-22](#)

[Presentation](#)

- 8.c.** [Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-21 concerning a request by Debbie Howard for a General Plan and Zoning Map Amendment from C1 General Commercial to R1 One-Family Residential on an approximate 0.226 -acre tract being located at 114 South Tower Street, City of Weatherford, Parker County, Texas. ZCH-26-0009.](#)

(Scott McDonald, Director of Development Services)

Suggested Action: Staff recommends approval of the General Plan and Zoning Map Amendment request.

[O2026-21](#)

[Presentation](#)

- 8.d.** [Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-23 concerning a request by Shane Kuehler for a General Plan and Zoning Map Amendment from \(AG\) Agriculture to \(C1\) General Commercial with a Conditional Use Permit for a Contractor Office/Facility w/outside storage including vehicles use on an approximate 4.569-acre tract being located at 1798 NW Ric Williamson, City of Weatherford, Parker County, Texas. ZCH-26-0008 & CUP-26-0005.](#)

(Scott McDonald, Director of Development Services)

Suggested Action: Staff recommends approval of the General Plan, Zoning Map Amendment, and Conditional Use Permit request subject to the following conditions:

- 1. Temporary signs and pole signs shall not be permitted on the property.*
- 2. Outdoor storage areas shall be limited to company vehicle parking only. The outdoor storage of equipment, materials, or similar items shall not be permitted.*

[O2026-23](#)

[Presentation](#)

- 8.e. Consider Resolution R2026-13 supporting the appointment of the Parker County Judge as the primary representative for the Parker/Wise County cluster on the Regional Transportation Council of the North Central Texas Council of Governments.
(James Hotopp, City Manager)
Suggested Action: Staff recommends approval of Resolution R2026-13.
R2026-13
Perimeter County Cluster Membership Table
Parker and Wise Co Cluster Group_2026
RTC Attendance Roster

9. FUTURE AGENDA ITEMS

10. CITIZEN COMMENTS ON NON-AGENDA ITEMS

Residents may address the Council/Board/Commission/Committee regarding an item that is not listed on the agenda. Residents must complete a speaker card and turn it in to the Secretary five (5) minutes before the start of the meeting. The Rules of Procedure state that comments are to be limited to three (3) minutes. Speaker rules are posted at the back of the Council Chambers. 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.

11. ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on _____ at _____ a.m. / p.m. as required by law in accordance with Chapter 551 of the Texas Local Government Code.

Posted By _____

Title _____

Date/Time Removed _____

MINUTES OF THE CITY COUNCIL MEETING HELD JUNE 10, 2026 IN THE CITY HALL COUNCIL CHAMBERS, 303 PALO PINTO STREET, WEATHERFORD, TEXAS.

1) INVOCATION

Pastor Mark Julian with Northside Baptist Church led the invocation.

2) CALL TO ORDER & ANNOUNCEMENT OF A QUORUM

Mayor Paul Paschall called the meeting to order at 6:00 p.m. and announced a quorum. The following City Council Members were present: Mayor Paul Paschall, Mayor Pro Tem Zack Smith, Rod White, Matt Ticzkus, and Luke Williams. The following City staff were present: City Manager James Hotopp, Assistant City Manager Chad Marbut, Assistant City Manager Dawn Brooks, City Attorney Rob Allibon, and City Secretary Andrea McDonald.

3) PLEDGES OF ALLEGIANCE TO THE UNITED STATES & TEXAS FLAGS

Council Member Rod White led the pledges of allegiance to the United States and Texas flags.

4) ITEMS OF COMMUNITY INTEREST

Director of Communications and Marketing Erin Spicer presented the following updates:

- The boil water notice has been lifted for affected areas of Weatherford following a water main repair.
- The 79th Annual Parker County Sheriff's Posse Frontier Days & PRCA Rodeo opens tonight and runs through June 13.
- Weatherford continues to be featured in Taylor Sheridan films.
- Battalion Chief Steve Cox completed his second year in the Texas Fire Chiefs Academy, graduating with the Certified Fire Executive designation.
- "Chill with WPD" is scheduled for June 10 from 1:00 p.m. to 2:00 p.m. at Cherry Park.
- The Weatherford Public Library celebrated its largest Summer Reading Kickoff to date.
- For complete event details, visit ExperienceWeatherford.com.

Mayor Paschall noted that the Noon Lions Club manages all concessions at the Sheriff's Posse Rodeo. Mayor Pro Tem Smith added that an estimated 4,500 hamburgers, 2,000 hot dogs, 700-800 corn dogs, along with additional items, are expected to be sold, with proceeds supporting the Lions Club sponsorships that remain in Parker County.

Council Member Ticzkus recognized the Public Works crews for their prompt response during the recent main water break.

City Manager James Hotopp advised that residents wishing to receive emergency communications from the City may self-enroll through the City's website, noting that residents are not automatically registered by the City.

5) PRESENTATIONS & PROCLAMATIONS

- 5.a) Proclamation declaring the month of June as Fidelity Month in the City of Weatherford.

Council Member Matt Ticzkus presented a proclamation declaring the month of June 2026 as Fidelity Month in the City of Weatherford.

6) APPROVAL OF THE MINUTES

6.a) Consider approval of the minutes of the City Council meeting held May 26, 2026.

On the motion of Luke Williams, second by Zack Smith, the City Council voted to approve the minutes of the City Council meeting held May 26, 2026. The motion carried 4 - 0. Mayor Paschall recused himself from the vote.

7) CONSENT AGENDA ITEMS

On the motion of Matt Ticzkus, second by Luke Williams, the City Council voted unanimously to approve the following Consent Agenda Items. The motion carried 5 - 0.

- 7.a) Ratified the Mayor's appointment of Dale Fleegeer to the Weatherford Housing Authority.
- 7.b) Reappointed John Hinton and Luke Williams to the Weatherford Economic Board; appointed Chase Rutledge and reappointed Doreen Dromgoole, Kindra Lucia, and Kathe McDonald to the Parks and Recreation Advisory Board.
- 7.c) Approved Resolution R2026-10 setting the rate per unit of electric power and water sold, and wastewater treated, to be transferred from the Municipal Utility Fund to the General Fund as gross receipts charge and a return on investment for Fiscal Year 2027.
- 7.d) Approved Resolution R2026-11 authorizing City of Weatherford representatives to perform activities associated with the City's bank accounts and investment pool accounts at PlainsCapital Bank, Texas Bank, Texas Class Investment Pool, TexStar Investment Pool, TexPool Investment Pool, and all brokerage firms authorized for use as described in the investment policy.
- 7.e) Authorized the City Manager to execute a professional services contract with Kimley-Horn & Associates, Inc. for design services for the Holland Lake Park Playground Project, in a contract amount not to exceed \$40,000 for a total aggregate fiscal year expenditure amount of \$1,239,500.
- 7.f) Authorized the City Manager to execute a construction contract with DRI Construction for the Service Center Restroom and Crew Facilities Renovation Project, via The Interlocal Purchasing System (TIPS) Contract Number 23010402, in the amount of \$260,100, for a total aggregate fiscal year expenditure of \$1,213,727.

8) REGULAR AGENDA ITEMS

8.a) Consider discontinuation of the Facade Improvement Grant Program for the Central Business District.

Assistant City Manager Chad Marbut reviewed the goals and success of the Façade Improvement Grant Program for the Central Business District, as well as the rationale for its proposed discontinuation.

- Jackie Fowler, 400 Thompson Road, spoke in support of continuing the program.

Following discussion, upon a motion made by Rod White, second by Luke Williams, the City Council voted unanimously to discontinue the Façade Improvement Grant Program. The motion carried 5 - 0.

8.b) Consider authorizing the City Manager to execute Amendment 1 with Halff Associates for additional professional services for the Front Street Drainage Improvements project in an amount not to exceed \$18,600, for a total contract amount of \$250,100.

Director of Public Works Matt Leppla reviewed the proposed Amendment 1 to the agreement with Halff Associates for the Front Street Drainage Improvements project. He noted the amendment provides additional professional services related to an archaeological survey and associated field work and is not expected to impact the overall project timeline, with completion anticipated by August 2026.

On the motion of Zack Smith, second by Luke Williams, the City Council voted unanimously to authorize the City Manager to execute Amendment 1 with Halff Associates for additional professional services for the Front Street Drainage Improvements project in an amount not to exceed \$18,600, for a total contract amount of \$250,100. The motion carried 5 - 0.

9) FUTURE AGENDA ITEMS

There were no future agenda items requested.

10) EXECUTIVE SESSION ITEMS

10.a) Sec. 551.072. Deliberation Regarding Real Property: to deliberate the purchase, exchange, lease, or value of real property: 221 N. Main Street.

10.b) Sec. 551.072. Deliberation Regarding Real Property: to deliberate the purchase, exchange, lease, or value of real property: 119 Palo Pinto Street.

Mayor Paul Paschall recessed the City Council meeting at 6:22 p.m. for the City Council to convene in Executive Session in accordance with State Law to discuss Items 10.a. and 10.b. Mayor Paschall reconvened the meeting in Open Session at 6:54 p.m.

11) ACTION ON EXECUTIVE SESSION ITEMS

On the motion of Zack Smith, second by Matt Ticzkus, the City Council voted unanimously to authorize the City Manager to proceed with a request for proposals for the sale and redevelopment of city-owned properties in downtown Weatherford for 221 North Main Street and 119 Palo Pinto Street. The motion carried 5 - 0.

12) CITIZEN COMMENTS ON NON-AGENDA ITEMS

There were no citizen comments on non-agenda items.

13) ADJOURNMENT

Mayor Paschall adjourned the meeting at 7:00 p.m.

Paul Paschall, Mayor

ATTEST:

Andrea McDonald, City Secretary



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026

Staff Contact: Dawn Brooks, Assistant City
Manager/CFO

Item Number: 2026-895-AR

Phone: 817-598-4130

SUBJECT: Consider adoption of Ordinance O2026-19, a franchise agreement with Tri-County Electric Cooperative, Inc. for use of the City's public rights-of-way to install, operate, and maintain infrastructure.

BACKGROUND/DISCUSSION

The City enters into franchise agreements with various utilities that use the City's public rights-of-way to install, operate, and maintain infrastructure. In exchange for this use, the utility pays the City a franchise fee, which compensates the City for the use of public property and the City's administrative oversight of that use.

While the majority of Weatherford is served by Weatherford Electric, Tri-County Electric Cooperative provides electric service to portions of the City, primarily in areas that were within Tri-County's certificated service territory prior to annexation. Texas law protects a cooperative's right to continue serving customers within its certificated area, so as the City has grown, Tri-County's service footprint within the city limits has expanded accordingly.

Tri-County Electric Cooperative pays the City of Weatherford franchise fees for use of our Rights of Way. The franchise fees are paid quarterly based on a rate of four percent (4%) of gross receipts received by Tri-County from electric power utility services provided within the City.

The previous franchise agreement (Ordinance 2002-03) was approved by the City of Weatherford on March 25, 2002 and expired on December 31, 2021. Tri-County has continued to collect and remit franchise fees during the period without a formal agreement.

The proposed agreement includes the following key terms:

Term: 20 years with automatic 10-year renewal periods

Franchise Fee: 4% of gross receipts, paid quarterly

Relocation Costs: Cooperative's expense for bona fide public purposes (roads, streets, public works); City responsible for underground conversions

Insurance: \$10 million general liability, \$1 million auto liability

Effective Date: July 1, 2026

FINANCIAL IMPACT

The City currently receives approximately \$80,000 annually in franchise fees from Tri-County Electric Cooperative.

ATTACHMENTS

- [O2026-19](#)

ORDINANCE O2026-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEATHERFORD, TEXAS GRANTING TO TRI-COUNTY ELECTRIC COOPERATIVE, INC., A TEXAS ELECTRIC COOPERATIVE CORPORATION, ITS SUCCESSORS AND ASSIGNS THE RIGHT, PRIVILEGE, AND ALL NECESSARY EASEMENTS TO CONDUCT THE BUSINESS OF OPERATING AN ELECTRIC COOPERATIVE UTILITY IN THE CITY OF WEATHERFORD, TEXAS IN ALL AREAS OF THE CITY IN WHICH TRI-COUNTY ELECTRIC COOPERATIVE HAS THE RIGHT TO SERVE; GRANTING THE RIGHTS TO USE AND OCCUPY PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, BRIDGES, PARKWAYS, HIGHWAYS, SIDEWALKS, RIGHTS OF WAY, EASEMENTS, VIADUCTS AND OTHER PUBLIC GROUNDS AND PLACES OF THE CITY ("RIGHTS OF WAY") FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN ELECTRIC SYSTEM BY THE AFORESAID ELECTRIC COOPERATIVE; PRESCRIBING THE CONDITIONS, RESTRICTIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH RIGHTS SHALL BE EXERCISED; PROVIDING FOR A FEE OR CHARGE TO BE PAID TO THE CITY FOR THE USE OF RIGHTS OF WAY; PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, PROVIDING FOR SAVING, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Weatherford, Texas ("the City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Tri-County Electric Cooperative, Inc. (the "Cooperative"), is now and has been engaged in the electric power utility business in the State of Texas; and

WHEREAS, on March 25, 2002, by Ordinance No. 2002.03, the City granted a non-exclusive franchise to Cooperative and its successors and assigns to construct, erect, build, equip, own, maintain and operate in, along, under, over and across the Rights Of Way for the purpose of operating an electric cooperative utility in the areas of the City pursuant to Article I, Section 2 electric service (the "**Cooperative Areas**"); and

WHEREAS, the Cooperative is now and has been engaged in the business of operating an electric cooperative utility in the State of Texas and the City and in furtherance thereof has erected and maintained portions of its physical plant, lines or other footprint in the City; and

WHEREAS, the Cooperative has been since on or about March 25, 2002 and will continue to fully compensate the City for the Cooperative's use of the Rights Of Way from the Effective Date of this Franchise; and

WHEREAS, the City Council hereby finds that it is to the mutual advantage of both the City and the Cooperative to establish the conditions under which the Cooperative will continue to operate in the City; and

WHEREAS, the City Council hereby determines that the continuation of a franchise pursuant to this Ordinance is in the best interests and will inure to the benefit of the City and its citizens.

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

ARTICLE I. GRANT OF AUTHORITY

SECTION 1: The findings set forth above are incorporated herein as if set forth verbatim. The Cooperative and the City are sometimes collectively referred to herein as the “Parties,” each a “Party.”

SECTION 2: There is hereby granted to the Cooperative, its successors and assigns, the right and privilege to operate an electric cooperative utility in the City for the purpose of providing electric power utility service in, out and through the City and its inhabitants for the considerations, and subject to the conditions, terms, duties, obligations, limitations and regulations, hereinafter prescribed and subject to all lawful statutes, charter provisions, ordinances, rules and regulations applicable to the Cooperative and its operations. The use of the term City in this Ordinance shall hereinafter include in its meaning the City’s current authorized boundaries or limits or as they may be changed by the City from time to time. This Franchise does not authorize the Cooperative to use any property owned by the City that is not public Rights Of Way. Notwithstanding anything in this Ordinance to the contrary, neither the regulatory authority of the City nor this Franchise shall amend, modify, expand, impair, or otherwise conflict with the Cooperative’s rights and obligations under the Public Utility Regulatory Act, the rules of the Public Utility Commission of Texas, or any other applicable law. In the event of a conflict, state and federal utility laws and regulations shall control.

SECTION 3: Except as otherwise expressly provided in this Ordinance, the Cooperative, its successors and assigns, is hereby granted the right to use and occupy; and, the right to have, acquire, place, remove, construct, reconstruct, upgrade, extend, replace, maintain, and operate along, across, on, over, through, above, and under the City’s present and future Rights Of Way within the City, the Cooperative’s system of poles, wires, guy wires, anchors, associated appurtenances, primary cables and conductor, secondary cables and conductor, secondary pedestals, conduits, ducts, vaults and manholes, junction boxes, pad-mounted sectionalizing enclosures, pad-mounted switchgear, transformers, insulators, street lights, metering equipment and other facilities and equipment (collectively called “Electric Facilities”) used in or incident to the provision or termination of electric power utility service in, out of and through the City and to provide electric power utility service to end-use customers who purchase and ultimately consume electricity in the City, said consent being granted for an initial term of twenty (20) years, in accordance with Article V, Section 1 of this Ordinance.

SECTION 4: The rights, privileges and easements granted by this Ordinance are non-exclusive, provided, however, that the City shall not grant, at any time, like privileges, rights, or easements to any other person or entity for the purpose of furnishing electric power utility service and Electric Facilities to and for the City and the inhabitants thereof in the Cooperative Areas unless such other person or entity has obtained the right to furnish electric power utility service in the Cooperative Areas under the laws and regulations of the State of Texas or other Governmental or Regulatory Authorities (as defined in Article II, Section 9) with the authority to contract with and regulate such other person or entity.

ARTICLE II. CONSTRUCTION, RETIREMENT, MAINTENANCE AND OPERATION OF THE ELECTRICAL FACILITIES

SECTION 1: Any and all Electric Facilities will be constructed, installed, retired, maintained and operated pursuant to the Cooperative's Tariff for Electric Service, standard electric utility construction practices; the National Electric Safety Code, as amended; and, the rules, regulations and code requirements of any appropriate Governmental or Regulatory Authorities having jurisdiction over the Cooperative. Construction of non-typical or non-standard Electric Facilities and those that are not in accordance with the Cooperative's standard electric utility construction practices shall only be done by the Cooperative under the terms and conditions of a separately negotiated, stand alone, agreement with the City or other person or entity requesting the non-standard work that does not, is not and shall not, in any way, be considered, construed or interpreted to be an addendum, amendment or modification to the terms and conditions contained in this Franchise. Construction of non-typical or non-standard Electric Facilities shall be done at the requesting party's expense and not the Cooperative's. If any of the City's Ordinances, rules, regulations or any other applicable City statutes requires changes to the standard installation procedures and/or infrastructure of the Cooperative's Electric Facilities, this shall be considered non-typical and non-standard Electric Facilities and the Cooperative shall be compensated by the City, or the person or entity for whose benefit the non-standard work is to be done, for the projected costs and expenses of such construction or reconstruction prior to commencement of such work. For purposes of this Ordinance, "non-typical or non-standard Electric Facilities" means facilities, installations, relocations, configurations, or construction requests that are not in accordance with the Cooperative's standard electric utility construction practices, tariff requirements, or reasonable engineering and design standards.

SECTION 2: Cooperative shall lay, maintain, construct, operate, and replace its Electric Facilities so as to comply with the applicable regulations, rules and ordinances of the City not otherwise in conflict with this Ordinance. To minimize interference with traffic, Cooperative shall place or cause to be placed appropriate barriers to mark excavations or obstructions, and promptly restore to substantially original condition all public Rights Of Way that it may disturb at its sole cost. Public Rights Of Way shall not be encumbered any longer than reasonably necessary to complete the work. In determining the location of the facilities of the City and other users of public Rights Of Way within City, City shall minimize interference with then existing facilities of Cooperative and shall require other users of public Rights Of Way to minimize interference with existing facilities of Cooperative, to the extent practicable. In the event of a conflict between the location of the proposed Electric Facilities of Cooperative and the location of the existing facilities of City or other users of public Rights Of Way within public Rights Of Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the public Rights Of Way. Unless otherwise specifically addressed in this Ordinance, City shall retain all of the powers of regulation of its Rights Of Way granted to it either by the Constitution or the laws of the State of Texas, by general law or charter.

SECTION 3: If City, in constructing its public systems, should request that Cooperative remove or relocate its facilities within public Rights Of Way, the parties shall do so in accordance with Article III, Section 2 below.

SECTION 4: The Electric Facilities and other equipment currently installed and being used in or incident to the provision or termination of electric power utility service and/or the other operation and maintenance of the electric power utility service and system by the Cooperative within the City as of the Effective Date shall remain as now constructed, subject to: (1) such reasonable and lawful changes as may be reasonably required by the City to protect the public's health, safety and welfare; (2) any changes required as a result of compliance with the limitations and conditions

herein prescribed; and (3) any reasonable and lawful changes required by any applicable statute, charter provision, ordinance, rule and regulation governing the operation of the Cooperative's business of providing or terminating electric power utility service.

SECTION 5: All new Electric Facilities and equipment, including line extensions, construction, location, relocation, routing and re-routing undertaken by the Cooperative within the City, either overhead or underground, shall be subject to the reasonable and lawful regulation of the City in accordance with the City's rules and Ordinances governing the use and occupancy of the City's Rights Of Way. The Cooperative's Electric Facilities shall be set so that they will interfere as little as practicable with other public utilities and the ordinary travel on Rights Of Way.

SECTION 6: In portions of the City where all new utility lines are placed underground as required by the City, any and all of the Cooperative's new extensions, lines, cables and wires installed after the Effective Date of this Ordinance shall also be buried, provided, however, that overhead lines may be installed as necessary to provide electric power utility service on a temporary basis until underground lines are installed. The City hereby recognizes that requiring such installation of underground Electric Facilities creates additional costs and that the Cooperative may require developers or other third parties to bear such costs and expense. Notwithstanding any provision of this Ordinance to the contrary, the City agrees to pay to the Cooperative the costs and expenses related to construction of underground facilities, to the extent such costs and expenses are not paid by developers or other third parties. Placing said facilities underground does not preclude the use of ground-mounted appurtenances. These appurtenances may include but are not limited to street lights, junction boxes, switchgears, transformers, pedestals and cabinets and pole risers. All such above ground appurtenances must be placed in accordance with the City's applicable code requirements and rules regulating use and occupancy of the Rights Of Way, including all visibility and easement requirements. In areas where existing facilities are aerial, the Cooperative may also install aerial facilities if doing so does not violate any other City rule or Ordinance. This provision does not affect the existing Electric Facilities or any future substitutions, replacements, upgrades, reconstruction, maintenance or repair to the Electric Facilities installed prior to the Effective Date of this Ordinance.

SECTION 7: The Cooperative will maintain all of its Electric Facilities in reasonable operating condition at all times during the continuance of this Ordinance. An exception to the requirements imposed by this paragraph is automatically in effect when services furnished by the Cooperative are interrupted, impaired or prevented by force majeure, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, hurricanes, tornadoes, storms, earthquakes, fires, floods, epidemics, embargoes, war, riots, equipment shortages, supply chain interruptions, inability to obtain easements or property access, cybersecurity incidents, fuel supply or transmission disruptions, or compliance with directives from ERCOT, the PUCT, NERC, or any governmental authority and any other causes or occurrences beyond the reasonable control of the Cooperative; however, in the case of such events or occurrences, the Cooperative shall use commercially reasonable efforts to restore normal electric power utility service as soon as practical. Nothing contained herein, however, shall be construed to require either Party to prevent or settle a strike or labor disturbances against its will.

SECTION 8: The Cooperative shall use commercially reasonable efforts to offer line extensions and types of services to the City and its inhabitants, taking into consideration the circumstances, conditions and costs involved.

SECTION 9: In conducting its business and in the construction, reconstruction, location or relocation of any Electric Facilities or equipment as provided herein, the Cooperative shall comply with all reasonable and lawful statutes, regulations and requirements of the City or other applicable Governmental or Regulatory Authority having jurisdiction. "Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, or any country, state, county, city or other political subdivision, or of any foreign country or international body having jurisdiction. Upon failure of the Cooperative to comply with any reasonable, specific statute, regulation or requirement of the City, or other applicable Governmental or Regulatory Authority having jurisdiction, the City shall give written notice to the Cooperative specifying each particular instance of failure to comply along with the controlling and applicable statutes, regulations or requirements for each instance. After written notice to the Cooperative, the Cooperative shall be subject to the default provisions of Article VII.

ARTICLE III. CONDITIONS OF STREET OCCUPANCY

SECTION 1: That portion of the surface of any of the City's Rights Of Way disturbed by the Cooperative in the building, constructing, retiring, renewing, replacing, operating or maintaining Cooperative Electric Facilities shall be restored to substantially the same state and condition as existed prior to the disturbance by the Cooperative within a reasonable period of time. The City may adopt reasonable regulations and policies regulating such work within the City's Rights Of Way subsequent to the adoption of this Ordinance, and the Cooperative agrees to be bound by those policies and regulations. None of the City Rights Of Way shall be encumbered for a longer period than shall be necessary to execute the work designated by the Cooperative.

SECTION 2: The City may request the Cooperative to remove or relocate any part of its Electric Facilities installed or maintained in the Public Right-of-Way to accommodate construction or improvement of a highway, road, street, public way, other public work or other bona fide public purpose excluding projects with the primary purpose of beautification or benefiting a third party. All costs and expenses associated with the aforementioned changes to Cooperative Electric Facilities on City Rights-of-Way shall be at the Cooperative's expense. All construction associated with these changes, or any construction under this Agreement, shall be in accordance with all applicable City ordinances that are in effect at the time of the construction. City shall provide Cooperative with at least ninety (90) days' written notice when requiring Cooperative to relocate facilities and shall specify a new location for such facilities along the Rights-of-Way. Should the Cooperative request additional time to complete the removal or relocation, and provide the City Manager with written explanation of the reasons for its inability to timely complete the relocation, the City Manager will not unreasonably deny approval of such request. Any relocation timeline shall be subject to material availability, labor availability, weather constraints, system reliability considerations, and the Cooperative's outage management and service restoration priorities.

If the relocation request includes, or is for, the Cooperative to relocate above-ground facilities to an underground location, City shall be fully responsible for (i) the additional cost of placing the facilities underground, and (ii) acquiring any and all easements, right of way or other rights in land that may be required to permit the installation, operation and maintenance of Cooperative's relocated facilities.

With respect to such underground relocation request, all costs and expenses associated with the aforementioned underground work shall be at the City's expense. Upon receiving (1) the reasonable and lawful request, (2) all necessary, required and approved final plans based upon the City's engineering and/or planning requirements, (3) not less than ninety (90) days advance written notice and (4) the advance payment from the City from the City of the additional

undergrounding costs described above, the Cooperative shall relocate, change, alter or modify the Cooperative Electric Facilities, in like kind, located in the City Rights Of Way as so directed by the City.

SECTION 3: The Cooperative shall, at all times and with commercially reasonable diligence, provide and supply electric power utility service to the City and its inhabitants within Cooperative Areas.

SECTION 4: Nothing contained within this Ordinance shall affect the right of the Cooperative to make claims, including claims for costs or damages, against third parties other than the City, in the event that the City requires or requests the Cooperative to move, relocate, change, alter or modify any of the Cooperative's Electric Facilities located in private easements, private Rights Of Way or real property owned by the Cooperative.

SECTION 5: If any other corporation or person (other than City) requests Cooperative to relocate Cooperative facilities located in City Rights Of Ways, the Cooperative shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Cooperative for any costs, loss, or expense that will be caused by, or arises out of such change, alteration, or relocation of Cooperative's facilities. City may not request the Cooperative to pay for any relocation that has already been requested, and paid for, by any entity other than City. The Cooperative shall have no obligation to begin any relocation until all necessary easement, rights-of-way or other property rights for such relocation and such rights have been obtained and delivered to the Cooperative in recordable form. The Cooperative may decline to perform any requested relocation, change, or modification if, in the Cooperative's reasonable engineering judgment, the requested work is unsafe, technically infeasible, or inconsistent with prudent utility practice.

SECTION 6: In connection herewith, if any of the aforementioned relocations, changes, alterations or modifications of such Electric Facilities is eligible for reimbursement, as permitted and to the extent allowed by law, pursuant to any reimbursement programs of any Governmental or Regulatory Authority, the City shall, if requested, assist the Cooperative in obtaining any and/or all such allowed reimbursements for costs and expenses incurred by the Cooperative to which it is properly and legally entitled for the completion of said projects.

SECTION 7: The Cooperative, upon the written request of any person or entity, shall remove, raise or lower its wires temporarily to permit the moving of houses, buildings or other bulky structures provided that the person or entity requesting this service has either a building moving permit issued by the City or some other showing of authorization that is recognized by the City as being an appropriate and authoritative document. The expense and cost of such temporary removal, raising or lowering wires shall be paid by the requesting party or parties. The Cooperative may require such payment in advance and is without obligation to perform until such payment shall have been made by the requesting party or parties and is received by the Cooperative. The Cooperative shall be given not less than fifteen (15) business days advance written notice to arrange for such temporary wire changes and cable adjustments. The clearance of wires above ground, subsequent to the move, shall conform to the basic standards of the National Electrical Safety Code, in effect at the time of original installation and any other lawful regulations controlling such installations.

SECTION 8: The Cooperative, its successors and assigns, is hereby granted the right, license, privilege and/or permission needed to trim or cut trees upon and overhanging the Rights Of Way of the City, as necessary, which interfere with the operations, maintenance, and repair of the Cooperative's Electric Facilities. The Cooperative shall be responsible for trimming any such tree,

which may potentially interfere with the Cooperative's Electric Facilities, located within the Rights Of Way being used by the Cooperative at the request of the City, and the City shall have the right to supervise any such request. Reasonable tree trimming and vegetation control on the City's Rights Of Way, performed as ordinary, routine, operations and maintenance of the Cooperative's Electrical Facilities, shall be allowed and must be done in accordance with the City's Tree Trimming Ordinance.

SECTION 9: Nothing contained in this Ordinance shall be interpreted or construed to require the Cooperative to accept, or to permit or allow other utility companies, or any other third party, to place or install attachments for their own benefit and use, into or on the Cooperative's Electric Facilities. An additional, separate written agreement between the Cooperative and the entity requesting such use shall be prerequisite to the installation of any such attachments or such use of the Cooperative's Electric Facilities by the City, other utility companies, or any other third party, so long as the agreement does not violate City ordinances, as amended, or state law. The aforementioned separate agreements, do not, are not, and shall not, be interpreted or construed as being amendments, modifications or attachments to this Ordinance.

ARTICLE IV. TERM AND PAYMENT TO THE CITY

SECTION 1: This Ordinance shall be in full force and effect for the period beginning with the Effective Date herein and ending twenty (20) years after such date. Thereafter, the rights, privileges and franchise granted herein by this Ordinance may automatically be extended, without action on the part of the City or the Cooperative, for additional periods of ten (10) years each unless prior written notice of non-renewal is forwarded by the non-renewing party to the other party, delivered no less than ninety (90) days prior to the aforementioned termination dates of this Ordinance; provided however that termination shall not affect the Cooperative's statutory obligation to provide electric power utility service to customers within the City.

SECTION 2: To compensate the City for use of the Rights Of Way authorized hereby, and to compensate the City for its superintendence of this Ordinance and the performance of the City's regulatory functions (which such regulation the City shall exercise and to which the Cooperative shall be subject to the extent authorized by law), the Cooperative agrees to pay to the City annually a sum of money equal to four percent (4%) of the annual Gross Receipts for the preceding calendar year, or portion thereof, received by the Cooperative from the sales of all electric power utility service provided by the Cooperative within the City (the "**Fee**"). For the purposes of this Section 2, "**Gross Receipts**" shall mean all amounts classified as electric power utility service revenues collected by the Cooperative, its licensees and designees, from the Cooperative's members for the provision of electric power utility service received by the Cooperative's members at a location within the City. The term Gross Receipts shall exclude the following: revenue billed but not received; reimbursement for (1) damage to the Cooperative Electric Facilities or (2) relocation of the Cooperative's Electric Facilities; contributions in aid of construction; advances in aid of construction; line extension charges in the form of one time payments or monthly facilities charges; taxes; franchise fees; revenues from materials or equipment sales; principal and/or interest payments on amounts loaned by the Cooperative; membership fees; deposits; revenues and receipts received from electric utilities for the use of Cooperative transmission lines and facilities; rental or fees paid by third parties for joint attachment to or use of the Cooperative's Electric Facilities; other miscellaneous non-operating revenues and receipts not directly related to the provision of electric power utility service (i.e. interest income on Cooperative bank accounts); or any receipts required to be remitted by the Cooperative to third parties.

Further, the parties agree as follows:

- ☐ The Fee shall be paid quarterly, within forty-five (45) days after the end of each calendar quarter (i.e., by May 15, August 15, November 15, and February 15 of each year of this Franchise term).

OR

- ☐ The Fee shall be paid annually, within forty-five (45) days after the end of each calendar year of this Franchise term.

Failure of the Cooperative to make timely payments in accordance with the provisions of paragraph A. of this Section shall constitute a default under the provisions of this Ordinance and the Cooperative shall be subject to the default provisions of Article VI.

The City agrees that the consideration as set forth in the preceding paragraphs shall be paid and received in lieu of other tax, license, charge, fee, rental, expense or other character of charge for use and occupancy of the Rights Of Way in the City. This consideration is in lieu of, but not limited to, any pole tax, inspection fee tax or other form of tax, inspection or other fees, any lawful permit or other fees and any easement or franchise tax whether levied as an ad valorem, general, special or other character of tax.

The Cooperative is expressly authorized by the City to surcharge each Cooperative member within the City the full amount of the Fee attributable to that member. The Cooperative's obligation to pay the Fee shall extend for so long as, and to the extent that, the Cooperative may lawfully surcharge the Fee to Cooperative members within the City. The Cooperative shall provide a template satisfactory to the City of how the Fee reads on each person's electric bill.

If Cooperative should at any time after the Effective Date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Cooperative's jurisdiction, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public Rights Of Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Cooperative to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise in total. The City may request waiver of certain terms and Cooperative may grant, in its sole reasonable discretion, such waiver. Requesting such a waiver shall in no way bind the City to either accept or reject any franchise ordinance terms.

ARTICLE V. RECORDS, REPORTS AND AREA OF CITY AFFECTED

SECTION 1: The Cooperative shall keep complete and accurate books of account and records of its business and operations from which the Gross Receipts and/or the Fee may be determined. If reasonably requested and to the extent practicable, copies of relevant portions of such books of account and records may be made available to the City at any time during regular business hours. No more than once during any five (5) year period, the City may, at its own expense, cause an independent third-party auditor to audit the Cooperative's books and records to verify the accuracy of Gross Receipts payable to the City hereunder. If an audit reveals an underpayment of franchise fees in an amount equal to or greater than five percent (5%) of the Gross Receipts

as required under this Agreement and owed for the period audited, the Cooperative shall reimburse the City for its reasonable, documented out-of-pocket costs incurred in connection with such audit, not to exceed \$1,500.00, plus the amount of the documented underpayment.

SECTION 2: Upon receiving reasonable advance notice, the Cooperative shall provide the City, its officials, or authorized personnel/agents access at the Cooperative's main office where such records are maintained, during the Cooperative's regular business hours and upon reasonable notice to such books of account and records of the Cooperative relating to this Ordinance, as reasonably needed, to determine the accuracy of the Cooperative's calculation of Gross Receipts and/or the Fee, provided, however, any copy expenses or other out-of-pocket expenses incurred by the Cooperative as a result by or on behalf of the City, shall be the responsibility of the City and the City shall promptly pay the reasonable cost thereof to the Cooperative. **Such information shall be considered confidential or proprietary matters disclosed to the City and shall be held in the highest confidence being disclosed only as required or mandated by state statute, court order, as required by the Texas Public Information Act, or as needed to enforce the City's rights under this Ordinance. There shall be no other disclosure of said information without the prior written consent of the Cooperative.**

SECTION 3: The Cooperative shall have available a map setting forth its Electric Facilities located within the City which map shall be corrected and brought up to date from time to time and upon reasonable request by the City.

SECTION 4: This Ordinance shall extend to any and all territory within the City's authorized boundaries that are located in Cooperative Areas, and to that territory which may be annexed by the City during the term of this Ordinance. In the event that territory which was previously annexed is disannexed by the City this Ordinance shall be reduced to the remaining territory used by the Cooperative that continues to be within the City.

SECTION 5: In the event of annexing or disannexing territory, the City shall provide written notice to the Cooperative. At a minimum, notice to the Cooperative shall include a boundary map of the new City boundary and such map shall be provided in shapefile format projected in NAD_1983_StatePlane_Texas_North_Central_FIPS_4202_Feet (WKID 2276 authority: EP56) along with the related Ordinance affecting the annexed or disannexed territory. Upon receiving notice of the City's annexation or disannexation, the Cooperative shall identify all customers located within such annexed or disannexed area and adjust its maps and accounting records accordingly.

ARTICLE VI. SAVING, REPEALING, SEVERABILITY AND DEFAULT

SECTION 1: The Cooperative shall not be declared in default or be subject to any sanction under any provision of this Ordinance in those cases in which performance of such provision is prevented by force majeure or other causes and occurrences beyond the reasonable control of the Cooperative.

SECTION 2: The Cooperative shall not be in default under this Ordinance until written notice of any alleged failure to perform has been given. After written notice to the Cooperative, the Cooperative shall have an opportunity to be heard, and thereafter, a subsequent period of ninety (90) days for the Cooperative to cure the default. A cure period exceeding ninety (90) days shall be mutually stipulated between the Cooperative and the City. If the Cooperative fails to cure such default before the expiration of the stipulated cure period or if such default cannot reasonably be cured within the stipulated cure period and the Cooperative fails to commence to cure the default within the stipulated cure period, the City will be, subject to its obligation to first mediate as

described in Article VIII, entitled to exercise any and all of the following remedies: the commencement of an action against Cooperative at law for monetary damages; the commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable; and the termination of this Ordinance and Cooperative's franchise. The rights and remedies of City and Cooperative set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Cooperative understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure.

SECTION 3: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and if any sections, paragraphs, sentences, clauses, phrases and words of this Ordinance shall be declared unconstitutional, illegal or invalid by any judgment or decree of a court of competent jurisdiction, such unconstitutional, illegal or invalid sections, paragraphs, sentences, clauses, phrases and words shall not affect any other remaining sections, paragraphs, sentences, clauses, phrases and words of this Franchise; and the City Council hereby declares it would have passed the remaining portions even though it had known the affected parts would be held unconstitutional, illegal or invalid.

SECTION 4: When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

SECTION 5: If any provision of this Franchise is deemed to be invalid by present or future laws, the remainder of this Franchise shall not be affected.

ARTICLE VII. RESERVATION OF REGULATORY POWERS; RESERVATION OF LEGAL RIGHTS

SECTION 1: The City, by the granting of this Franchise and adoption of this Ordinance, does not surrender or to any extent lose, waive, imperil or lessen the lawful powers and rights now or hereinafter vested in the City under the Constitution and Statutes of the State of Texas and the United States of America; and the Cooperative, by its acceptance of this Ordinance, agrees that all such lawful regulatory power and rights as the same may be vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

SECTION 2: The Cooperative by accepting this Ordinance does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in the Cooperative under the Constitution and the Statutes of the State of Texas and the United States of America and/or the Governmental or Regulatory Authorities having jurisdiction over the Cooperative's operation, provision and termination of electric power utility service, which may, from time to time, supersede the regulatory power vested in the City.

ARTICLE VIII. DISPUTE RESOLUTION

SECTION 1: IT IS AGREED THAT ANY CLAIM OR DISPUTE BETWEEN COOPERATIVE AND CITY ARISING OUT OF OR RELATING TO THIS ORDINANCE SHALL BE DETERMINED AS FOLLOWS: (1) SUBMISSION TO NON-BINDING MEDIATION, AND FAILING RESOLUTION AT MEDIATION (2) TO A BENCH TRIAL. VENUE SHALL BE IN PARKER COUNTY, TEXAS.

ARTICLE IX. INDEMNIFICATION AND LIABILITY FOR DAMAGES

SECTION 1: Without waiving any immunity or limitation of liability, the Cooperative shall, at its sole cost and expense, indemnify, and hold harmless the City, its past and present officials, agents and employees, in their official and individual capacities, against all claims, costs, expenses and damages to persons or property that are directly related to the Cooperative's construction, retirement, maintenance or operation of the Cooperative's Electric Facilities in the Rights Of Way, which are subject to this Ordinance, to the extent such costs, expenses and damages are found to be caused by the negligent actions or omissions or willful misconduct of the Cooperative, its past or present officers, agents or employees including any court costs, expenses, and defenses thereof. Provided however that the indemnity provided by this Article IX, Section 1 shall not apply to claims, costs, expenses or damages caused solely by the negligent actions or omissions or willful misconduct of the City, its officials, agents or employees.

SECTION 2: To the extent permitted by law, the City shall, at its sole cost and expense, indemnify, and hold harmless the Cooperative, its officials, agents and employees, in their official and individual capacities, against all claims, costs, expenses and damages to persons or property that are directly related to the City's operations, activities, construction, retirement, maintenance or operation within the Rights-of-Way or actions pursuant to this Ordinance, to the extent such costs, expenses and damages are found to be caused by the negligent actions or omissions or willful misconduct of the City. Provided however that the indemnity provided by this Article X, Section 2 shall not apply to claims, costs, expenses or damages caused solely by the negligent actions or omissions or willful misconduct of the Cooperative, its officials, agents or employees.

SECTION 3: In the event that any such damage or claim is found by a judgment or decree of a court of competent jurisdiction to be caused by the concurrent fault of both the City and the Cooperative, responsibility, if any, shall be apportioned comparatively between the City and Cooperative in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Cooperative and the City, responsibility for all costs of defense shall be apportioned between the City and Cooperative based upon the comparative fault of each.

SECTION 4: The aforementioned indemnity provisions are not intended to, and shall not, create and/or allow any claim, cause of action, liability or other rights and remedies for the benefit of any third parties, but are solely and only for the benefit of the Cooperative and the City.

SECTION 5: Cooperative shall purchase and maintain the following insurance coverages throughout the term of this Franchise or maintain the equivalent coverages through a plan of self-insurance maintained in accordance with sound accounting and risk management practices, in amounts and coverages customary for similarly situated electric cooperatives, as follows:

(1) Worker's compensation insurance and employer's liability coverage meeting applicable state statutory requirements.

(2) Commercial general liability insurance, or any combination of general liability and umbrella or excess insurance, with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. Such coverage shall be written on an occurrence basis and may be satisfied through a combination of primary and excess or umbrella policies, consistent with Cooperative's existing insurance program. The insurance coverage must be written by a company or companies approved to conduct business in the State of Texas or provided through a plan of self-insurance

maintained by Cooperative. To the extent commercially available, the City shall be included as an additional insured with respect to claims arising out of Cooperative's operations under this Agreement.

(3) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by applicant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

A. Special Conditions. Insurance furnished by Cooperative shall be in accordance with the following requirements:

- (1) Prior to commencement of operations pursuant to this Franchise, Cooperative shall furnish the City with satisfactory proof that it has provided adequate insurance coverage in amounts as required by this Franchise or evidence of self-insurance, as applicable.
- (2) All policies other than those for Worker's Compensation shall be written on an occurrence basis. To the extent commercially available, the City, its officers, and employees shall be named as additional insureds under Cooperative's applicable liability policies. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company, or if Cooperative is self-insured, by a plan of self-insurance maintained in accordance with sound accounting and risk management practices.
- (3) Any waiver of subrogation shall be provided to the extent commercially available under Cooperative's insurance program or self-insurance plan.
- (4) Cooperative shall give at least thirty (30) days prior written notice to the City of any intention to cancel, replace, or materially alter its insurance coverages. Such notice may be provided by any commercially reasonable written means.
- (5) The policy phrase "other insurance" shall not apply to the City where the City is an additional insured on the policy. If Cooperative has adopted a plan of self-insurance, the plan shall be primary and non-contributory. The City's other insurance will be excess coverage and will not contribute to the primary coverage.

The City will accept certificates of self insurance that provide the same coverages as required herein, so long as Cooperative demonstrates by written information to the City Manager that it has adequate financial resources to be a self insured entity.

ARTICLE X. GOVERNING LAW, LIMITATIONS AND COMPLIANCE

SECTION 1: Notwithstanding any other provision of this Ordinance to the contrary, the City and the Cooperative shall at all times comply with all local, state and federal laws, rules, regulations and any administrative or Regulatory Authorities having jurisdiction thereof with respect to the subject matter of this Ordinance.

ARTICLE XI. MISCELLANEOUS

SECTION 1: Any notice required to be given to either Party under the terms and provisions of this Ordinance may be given by mailing such notice to that Party by United States registered or certified mail, return receipt requested or by facsimile. The notice shall bear the date of its mailing and shall become effective on and after receipt. Each Party may change the address, or designated person of that Party, to which notice may be sent by giving notice of such change to the other Party in accordance with the provisions of this Ordinance. Said notice shall be provided within ninety (90) days of the date of such change of address or designated person.

To the City at the following address:

City of Weatherford, Texas
303 Palo Pinto St.
Weatherford, Texas 76086

And to the Cooperative at the following address:

Tri-County Electric Cooperative, Inc.
600 Northwest Pkwy
Azle, Texas 76020-2916
Fax: (817) 444-7679

SECTION 2: This Ordinance shall take effect upon adoption by the City Council and upon written acceptance by the Cooperative, which acceptance shall be filed with the City Secretary within thirty (30) days after the adoption of this Ordinance. Upon Cooperative's written acceptance of the terms of this Ordinance, all claims of City and Cooperative regarding franchise fees paid by the Cooperative prior to the Effective Date of this Ordinance that were or could have been made by either party shall be forever waived and extinguished.

SECTION 3: The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the City Council.

SECTION 4: Nothing contained in this Ordinance shall limit or interfere with any power conferred upon the Public Utility Commission of Texas, or its successor entities, or any rights conferred, by the Public Utility Commission of Texas or other Regulatory Authority having jurisdiction, upon the Cooperative's operating an electric cooperative utility within the City. The City hereby expressly reserves the right to grant, at any time, like rights as it may see fit to any other person or entity for the purpose of furnishing utility services to and for the City and the inhabitants thereof in the Cooperative Areas.

SECTION 5: This Ordinance shall become effective on or about July 1, 2026 (the "Effective Date") and applies to all collections on or after that date.

PASSED AND APPROVED ON THIS 23RD DAY OF JUNE, 2026.

CITY OF WEATHERFORD, TEXAS

Paul Paschall, Mayor Pro Tem

ATTEST:

Andrea McDonald, City Secretary

APPROVED AS TO FORM:

Robert M. Allibon, City Attorney

ACCEPTANCE:

Tri-County Electric Cooperative, Inc.

By: _____

Andrea McCleese
Senior Vice President,
Engagement & Solutions
600 NW Parkway
Azle, Texas 76020



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026
Item Number: 2026-897-AR

Staff Contact: James Hotopp, City Manager
Phone: 817-598-4016

SUBJECT: Consider authorizing the City Manager to utilize additional funds for FY25-26 contractual legal services with Taylor, Olson, Adkins, Sralla & Elam, LLP (TOASE).

BACKGROUND/DISCUSSION

Contracted legal service fees were approved in the current budget for an amount not to exceed \$400,000. This expenditure is dependent upon the amount of necessary legal counsel required for all city departments throughout the fiscal year. The exact amount is difficult to anticipate due to various unforeseen legal matters throughout the budget year. Currently legal expenses for public information requests, La Villa Housing Corporation lawsuit, Montgomery lawsuit, Vapor Technology lawsuit were not contemplated when the budget was prepared. The original approved amount of \$400,000 has been exceeded, and an additional \$250,000 is being requested for a total not to exceed \$650,000.

FINANCIAL IMPACT

Additional amount not to exceed \$250,000 for a total expenditure not to exceed \$650,000.

SUGGESTED ACTION

Staff recommends approval.

ATTACHMENTS

- [TOASE Agreement for Legal Services_FY2025-2026](#)



6000 WESTERN PLACE, SUITE 200
FORT WORTH, TEXAS 76107

TAYLOR·OLSON·ADKINS·SRALLA·ELAM
LLP
ATTORNEYS & COUNSELORS

TELEPHONE: (817) 332-2580
FACSIMILE: (817) 332-4740
WEBSITE: WWW.TOASE.COM

Robert M. Allibon
rallibon@toase.com

September 8, 2025

Via Email

James Hotopp
City of Weatherford
303 Palo Pinto
Weatherford, Texas 76086

Re: Letter Agreement for Legal Services (Fiscal Year 2025-2026)

James:

On behalf of the firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P., I would like to thank you for the trust that you have shown in us by selecting our firm to serve as the city attorney for the City of Weatherford. It has been an honor and a privilege to serve the City for many years in a consultant capacity, and as City Attorney since the summer of 2022.

You asked for a new engagement letter for legal services to update and replace any previous agreements. The purpose of this letter is to establish the attorney/client relationship which will permit us to claim privilege from discovery on certain types of communications in the event that the City should ever become involved in litigation. Our firm does not utilize employment contracts with specific time durations. It is our policy that representation of governmental entities is entirely an at-will arrangement, in which representation continues only so long as the City Council has absolute confidence in the law firm they have selected. This Letter Agreement will be effective from the date it is executed by the City until such time as the City may decide to seek other representation, or until written notification is sent by either party that the terms of this Agreement are no longer acceptable. It will be unnecessary to renew so long as the basic terms and conditions remain essentially the same.

Under the terms and conditions of this Agreement, our law firm will provide the City with representation on the following basis. For services provided for the normal operations of the City, including municipal court prosecution, the firm will bill at an hourly rate of \$240.00 per hour for attorneys, \$140.00 per hour for legal assistants, and \$70.00 per hour for administrative assistants. If the firm should be asked to represent the City in litigation, with the exception of the La Villa HFC litigation, the fee would be \$270.00 per hour for attorneys, \$150.00 per hour for legal assistants, and \$75.00 per hour for administrative assistants. In addition to the regular hourly rate, the firm charges a \$25.00 processing fee for each Public Information Act request we handle for the City.

The rates for the existing La Villa HFC litigation are as follows:

\$335.00 per hour – Partner/Of Counsel

\$285.00 per hour – Associate

\$185.00 per hour – Legal Assistant.

I will be primarily responsible for serving as the City's attorney. As you know, however, we have many qualified attorneys in our firm who will assist you from day to day, and the firm as a whole will be at your service.

We are conscious of the fact that legal fees on a substantial matter can quickly accumulate, and we attempt to maintain reasonable fee levels under the circumstances by, among other things, minimizing duplication of effort on a project, and utilizing legal assistants, administrative assistants, and law clerks whenever practical. Moreover, when unforeseen extraordinary fees or expenses appear necessary, we will ordinarily consult with you beforehand when time permits.

All out-of-pocket expenses incurred by us in connection with this representation are billed to you as a separate item on your monthly statement. Costs for other services such as copies, faxes, legal research, etc., are billed at reasonable rates on your monthly statement. Specific details on expenses can be provided on request. Invoices for certain types of individual expenses, such as deposition transcripts or printing charges, may be sent to you from time to time for immediate payment direct to our suppliers.

Under our normal billing procedures, we will submit statements to you on a monthly basis. Statements are always due and payable upon receipt. Any owed amounts that are not paid within 30 days will bear interest at the rate of one percent per month. There may be occasions involving unforeseen circumstances when an account will go unpaid, and in such instances we will attempt to work with you, if you communicate the nature of the delay to us. However, we reserve the right to discontinue work on pending matters or to terminate our attorney-client relationship at any time that any statement remains due and unpaid or that a requested advance retainer deposit against any clearly foreseeable charges is not received.

Occasionally, when a statement for a specific project is rendered near its conclusion, posting of some time and charges (such as telephone, reproduction, telecopier charges, court costs, or similar items) may be delayed, or there may be a delayed invoice for an expense which is not delivered to this firm until after the transaction has closed. In such cases, these "after closing" expenses will also be billed to you, even though you may have already received a final statement previously.

Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

As you know, we cannot make representations to you as to the probability of ultimate success in any matter, and similarly we cannot guarantee any particular result. However, we do agree to exert in good faith our reasonable, ethical professional efforts in our representation of the City.

Although we attempt to retain for a reasonable time copies of most documents generated by this law firm, the firm cannot be held responsible in any way for failing to do so, and the firm hereby expressly disclaims any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

If at any time during this representation you have any problem or complaint, please do not hesitate to call me, and I will do whatever I reasonably can to resolve it to your satisfaction. I also wish to notify you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call toll free, 1-800-932-1900, or visit the State Bar website www.texasbar.com.

If these terms are acceptable, please sign in the space indicated below and return a copy to our office for our records. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

We truly appreciate the opportunity to continue to be of service to the City.

Sincerely,



Robert M. Allibon, Partner

RMA:kb

APPROVED AND ACCEPTED:
City of Weatherford, Texas

By: _____
James Hotopp, City Manager
Date: _____



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026

Staff Contact: Michael Baldwin, Emergency
Management Coordinator and
Division Chief

Item Number: 2026-909-AR

Phone: 817-598-4293

SUBJECT: Consider the approval of Motorola Solutions Radio Subscriber Repair Services in the amount of \$8,724.00 through HGAC RA05-21.

BACKGROUND/DISCUSSION

Motorola Solutions, as the manufacturer and authorized service provider, is uniquely qualified to perform these repairs using factory-authorized parts, software, and technical resources. The City purchases Motorola equipment, parts, services, and repairs through the cooperative purchasing contract HGAC RA05-21, satisfying competitive procurement requirements.

The attached quote reflects the repair of a representative radio. The requested authorization will allow for the repair of 12 subscriber radios as needed under the approved not-to-exceed amount. Maintaining these radios in operational condition is essential to ensuring reliable communications for City personnel.

FINANCIAL IMPACT

The cost of the requested radio subscriber repair services is \$8,724.00. Funding is available within the approved FY 2026 budget, and no budget amendment is required. Approval of this item will increase the City's total authorized purchasing authority with Motorola Solutions to a not-to-exceed amount of \$395,872.05 for FY 2026.

SUGGESTED ACTION

Staff recommends approval.

ATTACHMENTS

- [City of Weatherford - APX Repair Quote](#)

QUOTATION

Bill To:

Weatherford Dispatch
612 Fort Worth Highway
Weatherford, TX 76086
Attn: Michael Baldwin

Ship To:

Weatherford Dispatch
612 Fort Worth Highway
Weatherford, TX 76086
Attn: Michael Baldwin

Quote#	SQT-2913
Revision ID	1
Quote Date	06/12/2026
Quote Expiration	09/12/2026
Customer Number	1011985936
Customer Name	City of Weatherford
Site Name	Core
Site ID	SZ044A5D2

Item	Description	Unit	Qty	Unit Price	Total
Flat Rate Repair	APX 6000, APX 6000XE, APX 6500, APX 8000, APX 8500, MW810 DISPLAY, MW810 CPU	Each	1	\$ 727.00	\$ 727.00

Sub Total	\$727.00
Discount	\$0.00
Grand Total	\$727.00

Special Instructions:

\$40 fee applies for estimates and non-repairable equipment.

Reference: HGAC RA05-21

Does not include applicable taxes

This is a computer-generated document. No signature is required

Thank you for your business!



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026

Item Number: 2026-914-AR

Staff Contact: Jonathan Peacock, Fire Chief

Phone: 817-598-4288

SUBJECT: Consider approval of the combined purchase of vehicle repair and maintenance services from Siddons-Martin, a sole source vendor, in an amount not to exceed \$135,000.

BACKGROUND/DISCUSSION

Siddons-Martin is the sole source provider for certain maintenance and repair services for the Fire Department's Pierce fire apparatus fleet.

The department has one ladder truck and one engine scheduled for annual preventative maintenance and inspection services during the remainder of FY26. Additional repair and maintenance expenses are anticipated throughout the fiscal year to maintain the reliability and operational readiness of the department's emergency response fleet. Based on projected maintenance and repair requirements, total expenditures with Siddons-Martin are expected to exceed \$100,000 during FY26. In accordance with City purchasing policies, City Council approval is required for cumulative purchases exceeding this threshold.

During FY25, the department incurred \$98,402.28 in vehicle maintenance and repair expenses with Siddons-Martin. Currently in FY26, \$73,048.03 has been spent with Siddons-Martin and \$10,586.57 is encumbered in purchase orders for a total of \$83,634.60. Approval of this item will authorize continued use of the vendor for necessary maintenance and repair services, ensuring the reliability, safety, and operational readiness of the department's emergency response fleet.

FINANCIAL IMPACT

Funding for these vehicle maintenance and repair services is included in the approved FY26 operating budget. The total authorized expenditure with Siddons-Martin is not expected to exceed \$135,000.

SUGGESTED ACTION

Staff recommends approval.

ATTACHMENTS

- [Siddons-Martin_Sole Source Letter 2026](#)

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com



January 6, 2026

RE: Sole Source

To whom it may concern:

To provide you with the personalized level of sales, service, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country. Siddons-Martin Emergency Group, LLC is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Arkansas, Tennessee, Texas, Louisiana, New Mexico, Utah, and Nevada (except for Clark County in Nevada).

Siddons-Martin Emergency Group, LLC is extremely qualified to provide you with the support you have come to expect from Pierce and has service & warranty facilities located in each state they represent.

Please contact Siddons-Martin Emergency Group, LLC direct for Sales support or visit their website for more information at www.siddonsmartin.com.

Sincerely,

A handwritten signature in cursive script that reads "Chad Schneider".

Chad Schneider
Sr. Manager – Contracts and Sales Operations
Pierce Manufacturing Inc.



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026

Staff Contact: Scott McDonald, Director of
Development Services

Item Number: 2026-856-AR

Phone: (817) 598-4284

SUBJECT: Hold a PUBLIC HEARING to consider adoption of Ordinance O2026-20 concerning a request for a conditional use permit regarding Hotel/Motel use on a 0.517-acre tract of land located at 117 College Avenue, City of Weatherford, Parker County, Texas. CUP-26-0004.

CASE NUMBER CUP-26-0004

GENERAL INFORMATION

Applicant:	ATH Hotel Group, LLC / Matt Hughes and Griffin Phillips
Request Action:	Conditional use permit for Hotel/Motel use
Project Description:	Middleton Hotel
Site Address/Location:	117 College Avenue
Land Area:	0.517-acres
General Plan:	Historic Downtown
Existing Zoning:	CBD Central Business District
Surrounding Zoning:	
North:	CBD Central Business District
South:	CBD Central Business District
East:	CBD Central Business District
West:	CBD Central Business District

BACKGROUND/DISCUSSION

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow the operation of a hotel/motel at 117 College Avenue. The proposed development consists of a 14-room boutique hotel with an associated courtyard and pool area.

The subject property previously received approval for a Conditional Use Permit for a hotel/motel use in 2023. As part of that approval, the permit established a condition requiring construction of the approved development to be completed within twenty (20) months of the approval date. The applicant did not complete construction within the required timeframe, resulting in the expiration of the previous CUP. As a result, a new CUP application is required

before the project may proceed.

Although construction of the hotel was not completed, the property owner has undertaken several site improvements that were identified during the previous approval process. These improvements include:

- Closure of the existing drive approach serving the property.
- Installation of a decorative screening wall along the public right-of-way.
- Landscaping enhancements along the street frontage to improve the appearance of the site and its compatibility with the surrounding area.

The proposed development consists of a fourteen (14) room boutique hotel arranged around a central courtyard and pool area. The proposed pool will measure approximately 8 feet by 20 feet. The hotel is constructed from shipping containers and will have a maximum height of approximately nineteen (19) feet.

In addition to the improvements already completed on the property, the applicant has proposed additional landscape screening along portions of the western and southern elevations of the structure. These improvements are intended to soften the appearance of the shipping containers and reduce their visibility from the public right-of-way.

Staff notes that this request is similar to the Conditional Use Permit approved in 2023, as it proposes the same hotel use. The primary difference is the layout of the shipping container guest rooms. The revised layout reorients the containers and reduces the overall visibility of the structure from the west. While the previous approval expired due to the construction timeline condition not being met, the applicant has continued investing in site improvements and is prepared to proceed with construction immediately upon approval.

As part of the development, all refuse and service areas shall be screened in accordance with the City's Landscape and Tree Manual. Any future signage shall comply with the Central Business District (CBD) signage standards. All landscaping installed on the site shall be continuously maintained. Additionally, the proposed pool shall meet all applicable building, safety, and fencing requirements prior to operation.

At their June 10th, 2026 regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval of the conditional use permit subject to the following conditions:

1. Landscape screening shall be installed and maintained along portions of the eastern and western and all of the southern elevations of the hotel structure as depicted on the approved plans.
2. The exterior shipping container structures shall be painted to be in compliance with the zoning ordinance.
3. Murals, artwork, and other decorative paintings shall not be permitted or allowed on the shipping containers.
4. In the event the hotel use ceases operation for a period of one hundred eighty (180) consecutive days or more, all shipping container structures shall be removed from the property within sixty (60) days thereafter.
5. This conditional use permit shall be void if a certificate of occupancy has not been issued within 18 months of ordinance approval.

ALTERNATIVES

1. The City Council may approve the conditional use permit request subject to conditions.

2. The City Council may disapprove the conditional use permit request.

SUGGESTED ACTION/RECOMMENDATION

Staff recommends approval of the conditional use permit request subject to the following conditions:

1. Landscape screening shall be installed and maintained along portions of the eastern and western and all of the southern elevations of the hotel structure as depicted on the approved plans.
2. The exterior shipping container structures shall be painted to be in compliance with the zoning ordinance.
3. Murals, artwork, and other decorative paintings shall not be permitted or allowed on the shipping containers.
4. In the event the hotel use ceases operation for a period of one hundred eighty (180) consecutive days or more, all shipping container structures shall be removed from the property within sixty (60) days thereafter.
5. This conditional use permit shall be void if a certificate of occupancy has not been issued within 18 months of ordinance approval.

ATTACHMENTS

- [R2026-20](#)
- [Presentation](#)

ORDINANCE O2026-20

AN ORDINANCE AMENDING THE ZONING DISTRICT BOUNDARIES OF THE ZONING DISTRICT MAP OF THE CITY OF WEATHERFORD, TEXAS, CONCERNING CERTAIN PARCELS OR TRACTS OF LAND AT 117 COLLEGE AVENUE IDENTIFIED AS BEING AN APPROXIMATE 0.517 - ACRE TRACT OF LAND SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF WEATHERFORD, TEXAS; HERETOFORE ZONED CBD CENTRAL BUSINESS DISTRICT SHALL HENCEFORTH BE ZONED CBD CENTRAL BUSINESS DISTRICT WITH A CONDITIONAL USE PERMIT FOR AN HOTEL/MOTEL USE;; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford, Texas, ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council adopted the Zoning Ordinance of the City, codified as Chapter 12 of the Official Code of the City of Weatherford (the "City Code"), which Zoning Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, Section 12-2-104 of the Zoning Ordinance requires the issuance of a conditional use permit to use or develop property within the City for any use designated as a conditional use in the zoning district which the property is located; and

WHEREAS, the owner of the property described herein (the "Property") filed an application seeking a conditional use permit as reflected herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing on June 10th, 2026, and the City Council held a public hearing June 23rd, 2026, with respect to the conditional use permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and

WHEREAS, the City Council, after thorough study, has determined that the Zoning District Map of the City and the Zoning District Boundaries shown thereon should be changed and amended as described herein; and

WHEREAS, the City Council now desires to record said authorized changes in the Zoning District Map by passage of this Ordinance amending said map and directing the Department of

Development Services to make appropriate changes in the one (1) copy of the original Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City, as provided for in Title XII, Chapter 2, Section 12-2-101, of the City Code.

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

SECTION 1: The Zoning District Map of the City, is hereby amended by changing the zoning district boundaries as herein indicated on the hereinafter described tracts or parcels of land within the corporate limits of the City:

<u>PREVIOUS ZONING DISTRICT DESIGNATION</u>	<u>AMENDED ZONING DISTRICT DESIGNATION</u>
CBD Central Business District	CBD Central Business District with a conditional use permit for Hotel/Motel Use

for the approximate 0.517 - acre tract of land more particularly described in the attached **Exhibit ‘A’ Property Description**, incorporated herein.

SECTION 2: The conditional use permit as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3: The proposed site plan for the Property, attached hereto as Exhibits “B” respectively, and incorporated herein, are hereby approved.

SECTION 4: The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in the proposed site plan attached as Exhibit “B”. The use of the Property shall be governed by the Base Zoning regulations attached hereto as Exhibit “C,” as modified by the conditions of approval for the conditional use permit attached hereto as Exhibit “D” and incorporated herein, and all other applicable regulations and ordinances of the City. Any further amendments to the permitted standards and regulations regarding the Property or conditional use permit shall require public hearings and approval by the Planning and Zoning Commission and the City Council in compliance with all requirements of Texas Local Government Code Chapter 211.

SECTION 5: The Department of Development Services is hereby instructed to change the one (1) copy of the Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City of Weatherford, Texas, to show the changes set forth herein.

SECTION 6: This Ordinance shall be cumulative of all provisions of ordinances and of the City Code, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 7: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9: All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10: The City Secretary is hereby directed to publish in the official newspaper of the City, the caption and penalty clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 11: This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 23RD DAY OF JUNE, 2026.

CITY OF WEATHERFORD, TEXAS

Paul Paschall, Mayor

ATTEST:

Andrea McDonald, City Secretary

APPROVED AS TO FORM:

Robert M. Allibon, City Attorney

Exhibit 'A' Property Description

Being approximately 0.517 acres identified as Lots 2 & 3, Block 11, Original Town of Weatherford

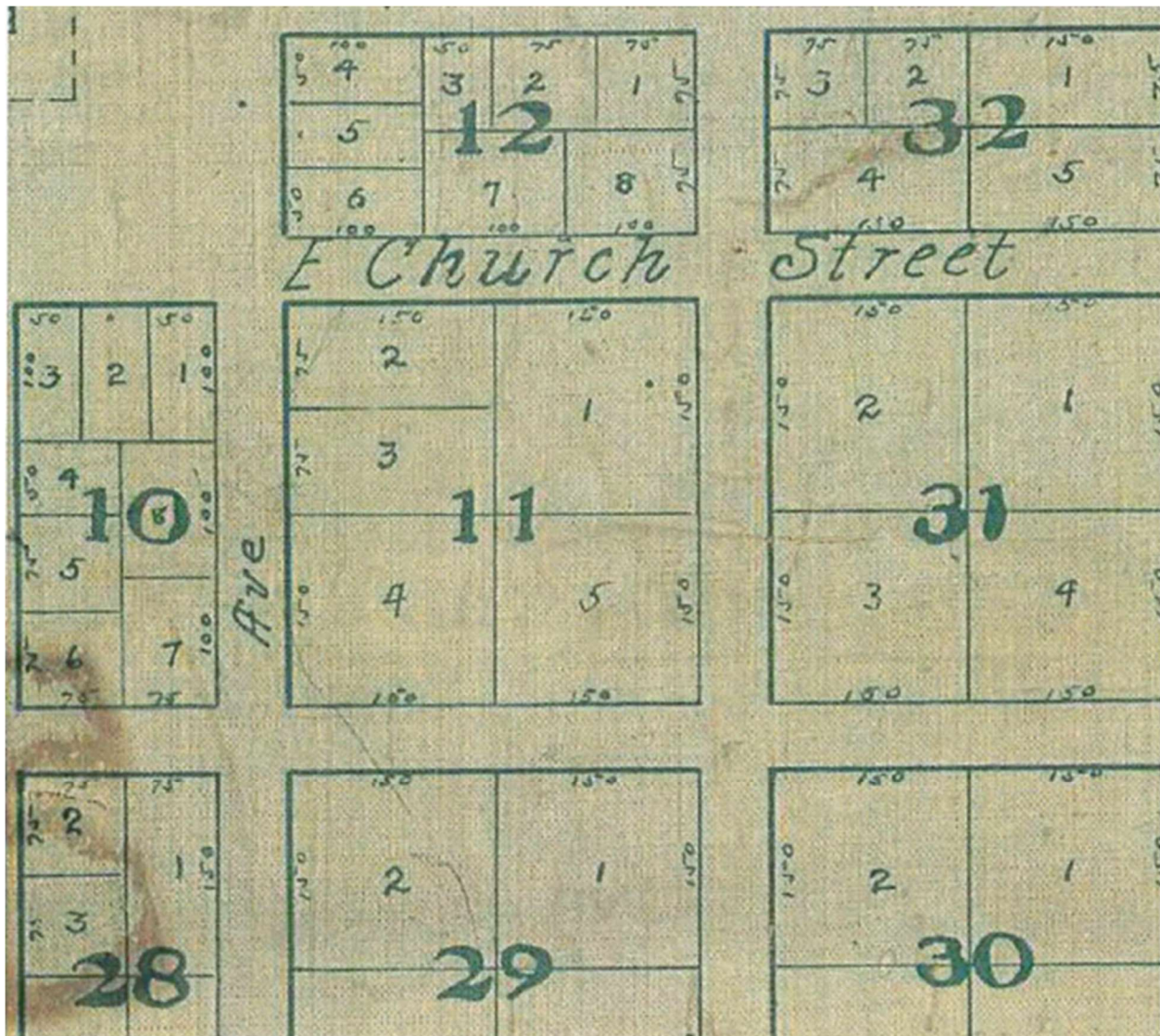


Exhibit 'A' Property Description (continued)

Location Map

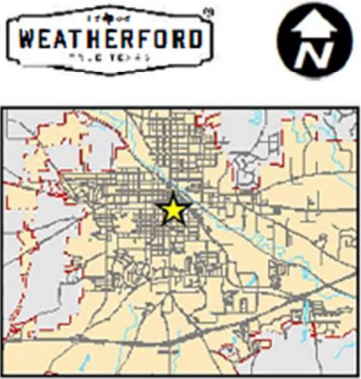
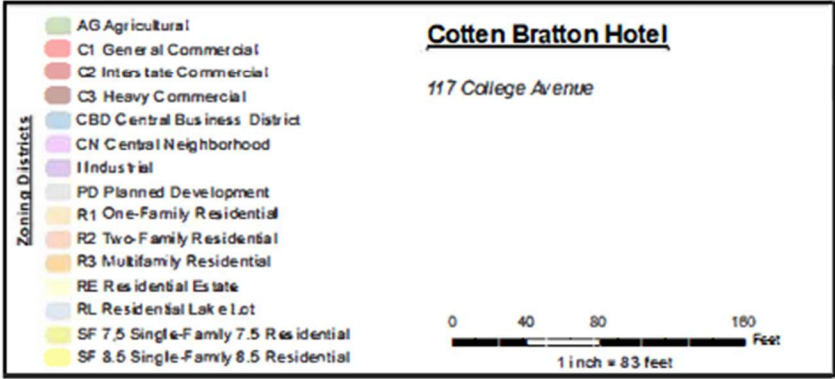
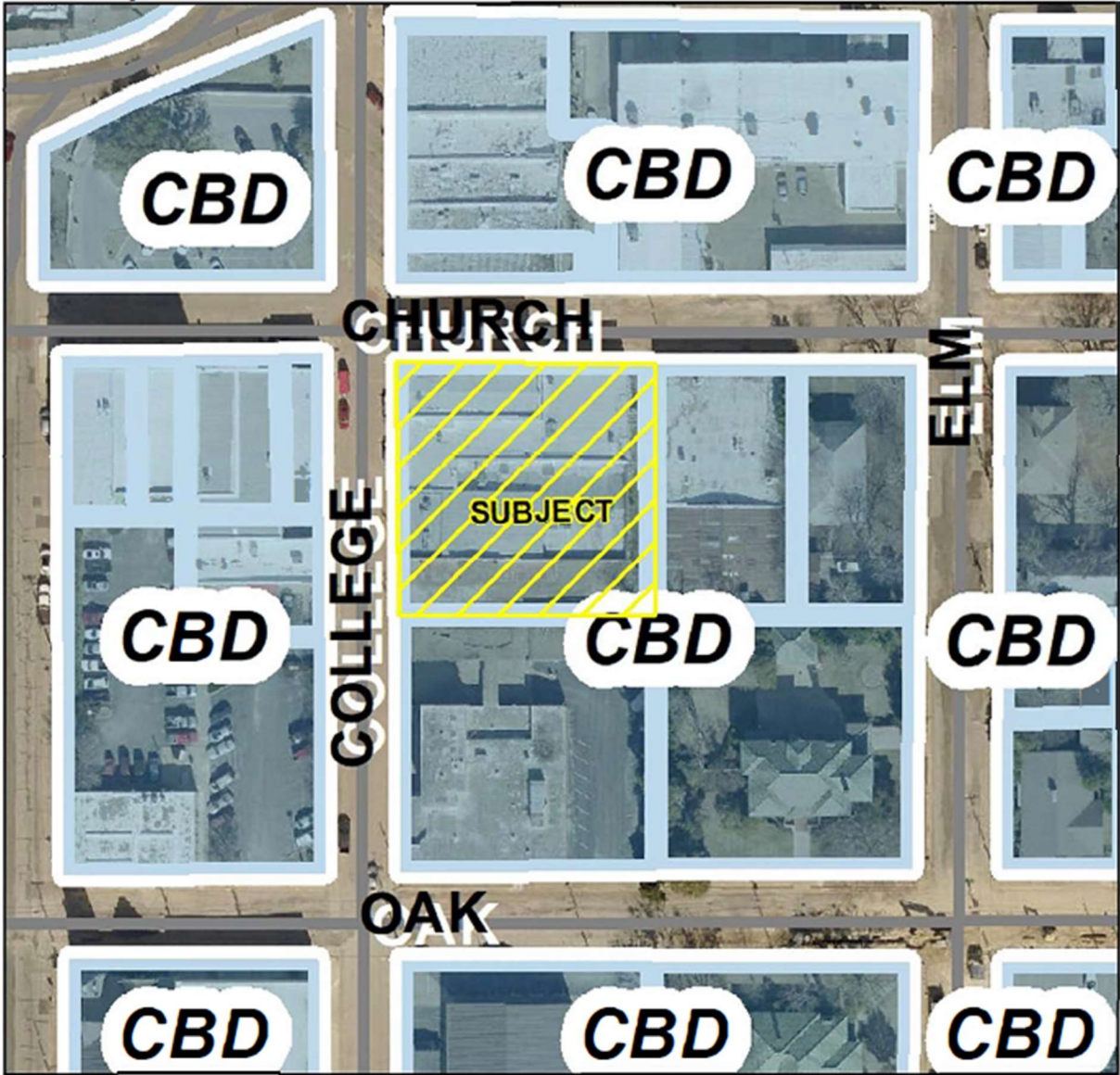


Exhibit 'B' Proposed Site Plan



Exhibit 'B' Proposed Site Plan (continued)



Exhibit 'C' CBD Central Business District

Sec. 12-3-300 "CBD" CENTRAL BUSINESS DISTRICT

Contents of Section:

- A. Purpose.
- B. Permitted Uses.
- C. Conditional Uses.
- D. Design Standards.
- E. Architectural Guidelines.
- F. Streetscape Guidelines.
- G. Signs.
- H. Predevelopment Meeting.

A. Purpose. The CBD Central Business District is intended to maintain the integrity of historic downtown Weatherford, to encourage compatible development and redevelopment, and to promote an environment conducive to active streetscapes, special events, and pedestrian-oriented commerce. Design standards and architectural guidelines are intended to protect and enhance the unique character of the city's original business district while encouraging appropriate, incremental change over time. Through the application of these standards and guidelines, existing, renovated, and new buildings all contribute to a visually and functionally unified downtown. Streetscape guidelines and sign regulations are intended to ensure a safe, attractive, and active pedestrian environment. Uses or dimensional allowances requiring a conditional use permit may be granted by the City Council only in accordance with these intents and purposes.

In the Central Business District, no building or premises shall be used, configured, erected, or altered except in conformity with the following standards. This district is used in areas designated in the General Plan as Historic Downtown (HD).

B. Permitted Uses.

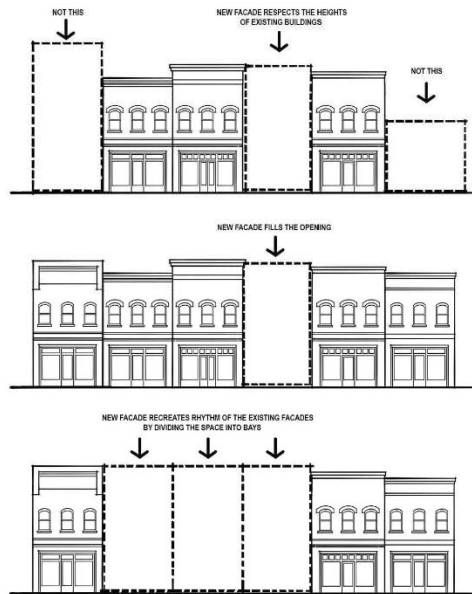
Permitted Uses		
A-C	D-G	H-Z
<i>Accessory Building/Structure</i>	<i>Domestic Animal Services – indoor only</i>	<i>Household Living – 2nd story and above</i>
<i>Accessory Outside Display – against or within 15 ft. of building</i>	<i>Drinking Establishment</i>	<i>Office</i>
<i>Amusement, Commercial – indoor</i>	<i>Eating Establishment/Restaurant – with no drive-thru service</i>	<i>Religious Institution</i>
<i>Artisan Manufacturing/Small-scale Production</i>	<i>Electric Vehicle Charging Station</i>	<i>Short-Term Rental</i>
<i>Bakery</i>	<i>Financial Institution – with no drive-thru service</i>	
<i>Contractor Office/Facility – no outside storage including vehicles</i>	<i>Food Truck</i>	
<i>Convenience Store – without gasoline sales</i>	<i>Food Truck Court</i>	
	<i>General Retail</i>	
	<i>Government Building or Use</i>	
	<i>Gym/Health Club/Martial Arts</i>	

C. Conditional Uses.

Conditional Uses		
A-C	D-N	O-Z
Accessory Dwelling Unit Amusement, Commercial – outdoor Auction House – no auto, livestock Bed and Breakfast Inn Civic Club, Halls and Lodges Community Garden	Day Care Funeral Home, Mortuary, Crematory Hotel/Motel Household Living – 1 st story Kiosk Liquor Store Market, Open Air	Parking Lot or Garage Utility Use except as allowed by State Law. Wedding Chapel

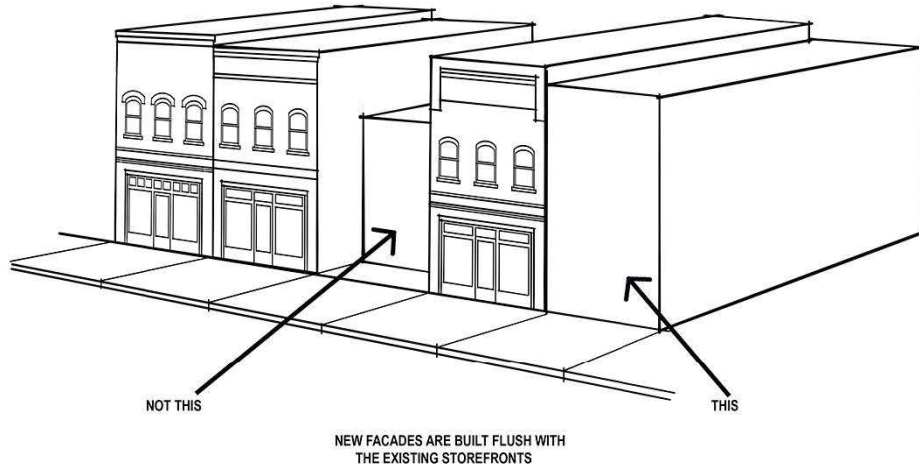
D. Design Standards.

1. *Height and Bulk Regulations.* No structure shall exceed 35 feet in height for the main building, except as approved by conditional use permit. The height and width of new and renovated structures will be determined by the proportions of buildings immediately adjacent. Width should fill the entire void between buildings. If the void is very wide, the façade should be broken up into discernible bays which mimic the rhythm of façades on the streetscape.



2. *Area Regulations.*

- a. *Lot Area.* None specified.
- b. *Required Yards.* None specified. However, new structures should align their façades with the adjacent buildings to reinforce the rhythm and consistency of the streetscape, except as approved by conditional use permit.

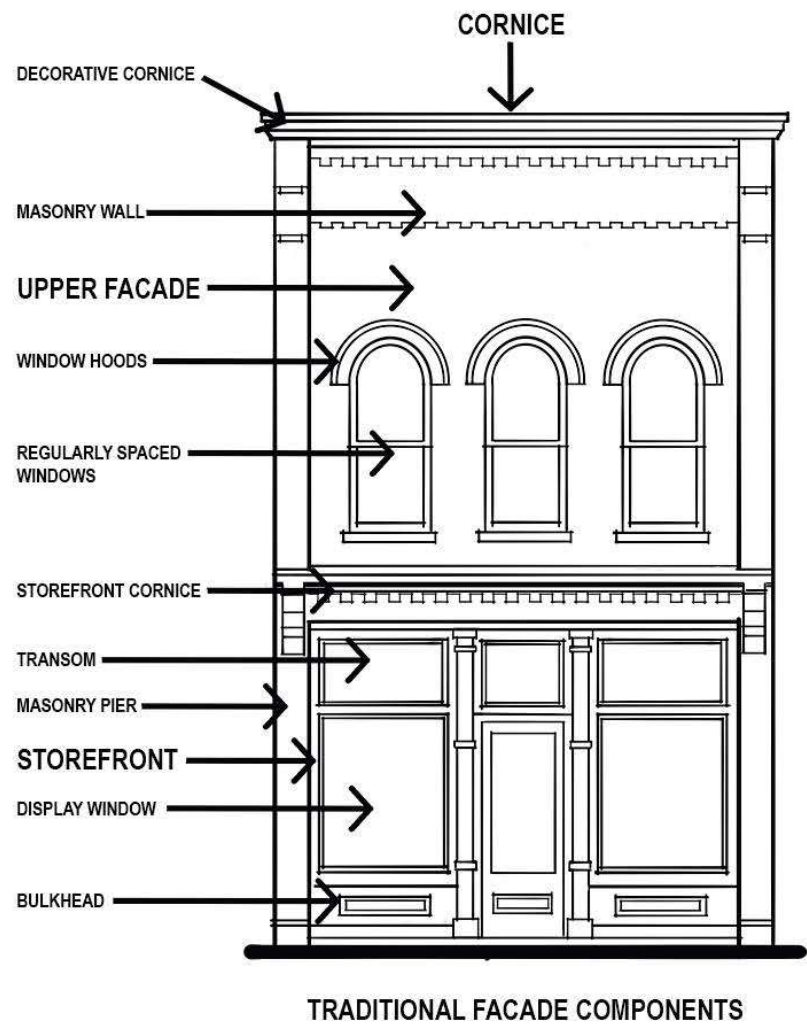


E. **Architectural Guidelines.**

1. *Design objectives.* The architectural design of buildings and sites shall strive to achieve the following objectives:
 - a. Architectural compatibility.
 - b. Integration of uses.
 - c. Pedestrian-scaled design and encouragement of pedestrian activity.
 - d. Buildings that relate to, and are oriented toward, the pedestrian areas and surrounding buildings.
2. *Traditional Façade.* The basic, traditional commercial façade consists of three parts: the storefront – with an entrance and large window displays, the upper masonry façade – with regularly spaced windows, and the decorative cornice that caps the building. These components may appear in various shapes, sizes, and styles. In downtown Weatherford, the typical building façade is a two-story masonry construction.

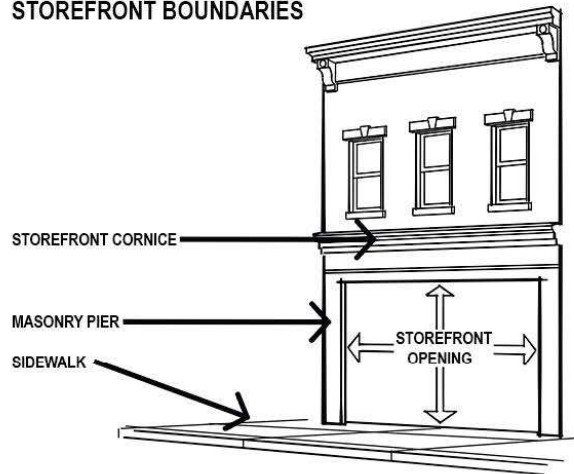
The traditional Weatherford building façade has a well-defined opening that the original storefront filled. The storefront opening is bounded on each side by piers, which were usually constructed of masonry. The storefront is bounded on the top by the storefront

cornice, which is the structural member supporting the upper façade, and bounded below by the sidewalk. The upper façade is bounded by storefront cornice below and the decorative cornice above.

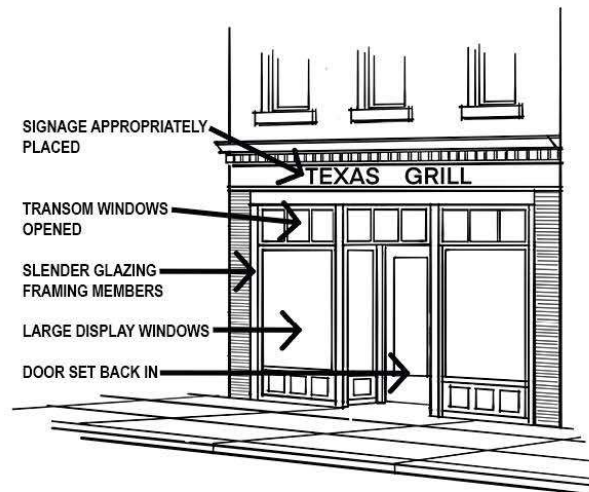


The storefront is composed almost entirely of windows. The large, glazed opening of the storefront serves to display the goods the business has to sell as well as to allow natural light deep into the store, thus minimizing the need for artificial light sources. The visual openness of the storefront is also important, because it is part of the overall proportion system of the façade.

STOREFRONT BOUNDARIES



TRADITIONAL STOREFRONT DESIGN



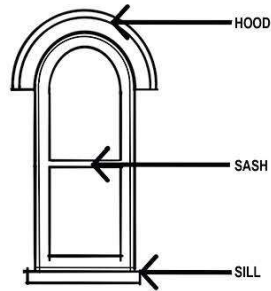
3. *Façade Design.* Façade design should be historically appropriate or true to an approved historic landmark designation.

- a. The basic storefront design includes large windows with thin framing members, a recessed entrance with overhead transom, a storefront cornice, exposed structural element, or a horizontal sign panel at the top of the storefront to separate it from the upper façade, and low bulkheads at the base to protect the windows and act as a platform for window displays. Remodeled storefronts designed to fit inside the original opening and not extend beyond or in front of it will preserve the basic storefront design.
- b. The proportion of window to wall areas in the traditional façade calls for more glass and less wall at the storefront level, balanced by more wall and less glass on the upper façade. The storefront is composed almost entirely of glass. Glass shall be clear. Detailing for windows, doors, and other openings shall be of wood, glass, or a metal material that is complementary to the period or building style. If glass is not appropriate for the business, consider the use of interior window treatments as a solution. Window opening patterns in the upper façade shall be maintained in keeping with the rhythm of nearby buildings.

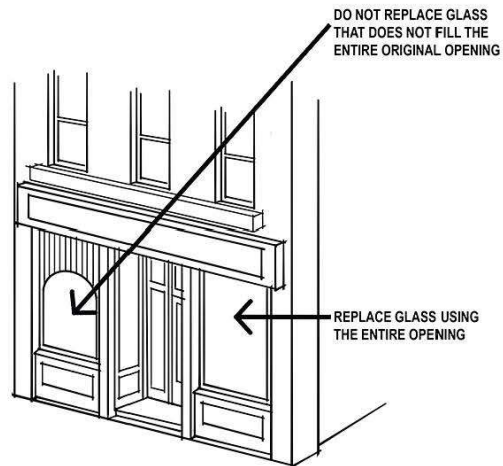
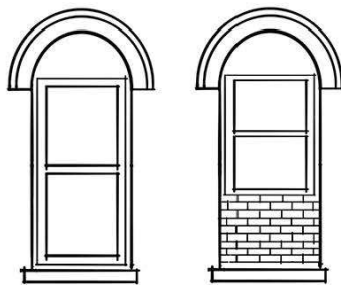


- c. Historic windows should be repaired if at all possible. If irreparable or altered, new replacements should be based on the window's historic appearance. Replacement window units shall contain the same proportions as the original. Consideration should be given to horizontal and vertical mullions that provide design continuity throughout the building. Always use the entire original window opening, even if the opening was partially filled in from previous remodeling.

AUTHENTIC DOUBLE HUNG WINDOW

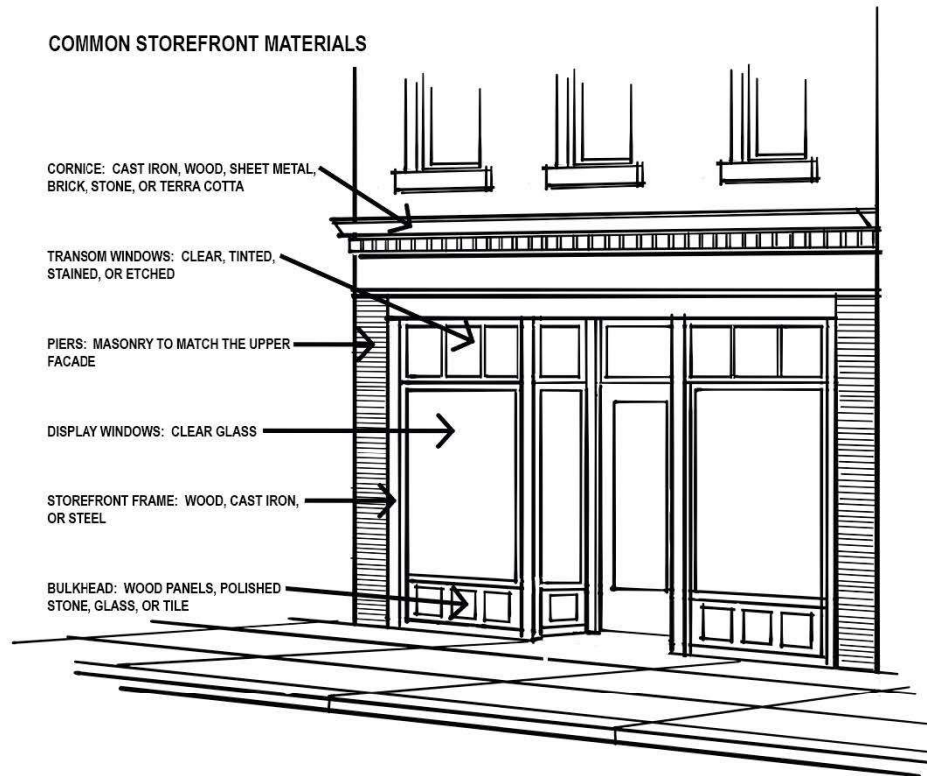


IMPROPER REPLACEMENTS



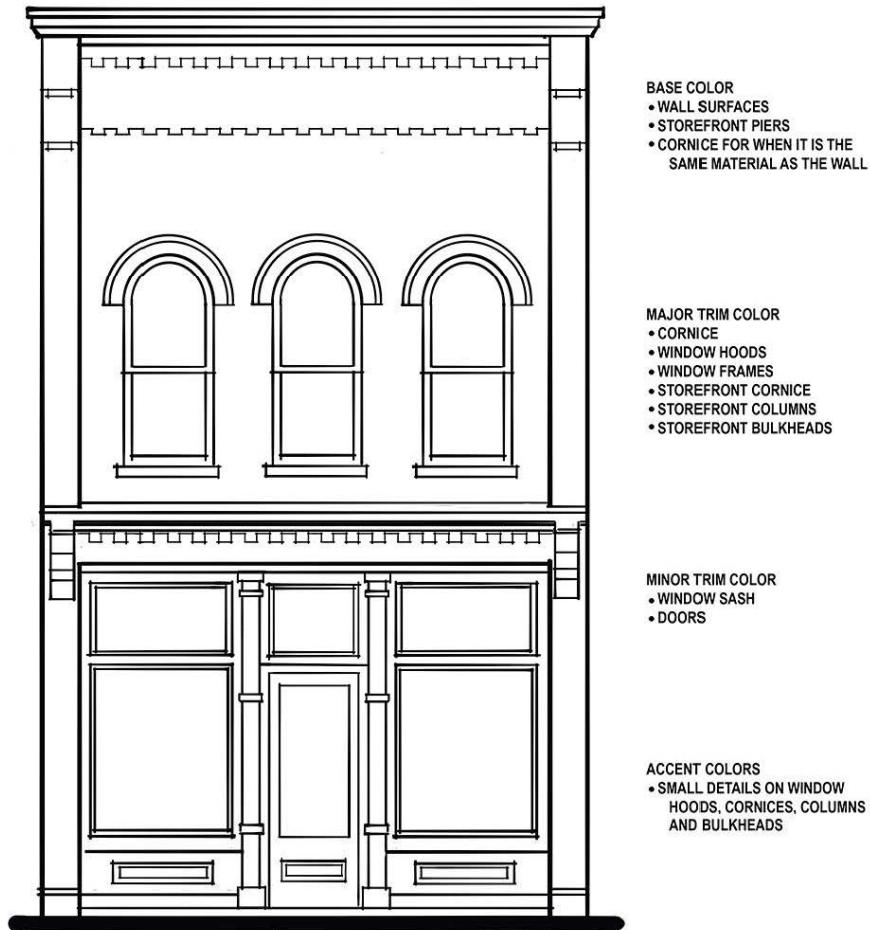
- d. The entry shall be maintained and restored in its original location and configuration. If the original entry is gone, the new entry should be designed and placed considering traditional design themes and its relationship to the overall building façade and symmetry.
- e. Transom windows that are covered or blocked may be required to be reopened and restored.
- f. Storefront bulkheads may be required to be restored or renovated.
- g. Storefront cornices and decorative cornices may be required to be restored or renovated.
- h. Original elements such as cast-iron columns, entry doors, window hoods, and lighting fixtures may be required to be restored or renovated.
- i. Signage shall be integrated into the storefront design.
- j. Lighting shall be integrated into the storefront design.
- k. Canopies shall be integrated into the storefront design.

- l. Certain materials should never be used on the traditional commercial building, because they have no relationship to the original building's design themes and may serve to flaw the consistency of appearance of the building and the downtown area. Such inappropriate materials may include cultured stone, fake brick, rough textured wood siding, wooden shingles on mansard roofs, gravel aggregate materials, and stucco materials. Appropriate examples of common storefront materials and their location on a storefront are as shown in the figure below.



- m. Façade color should be compatible with the time period of the building or historic district. The painting of unpainted masonry is discouraged. If a masonry façade is already painted it may be repainted. If masonry is to be painted, the property owner or tenant shall consult available resources such as the city's historic preservation officer and Main Street program, available historic color palettes from professional paint consultants or retailers, and online guides to historically appropriate painting.

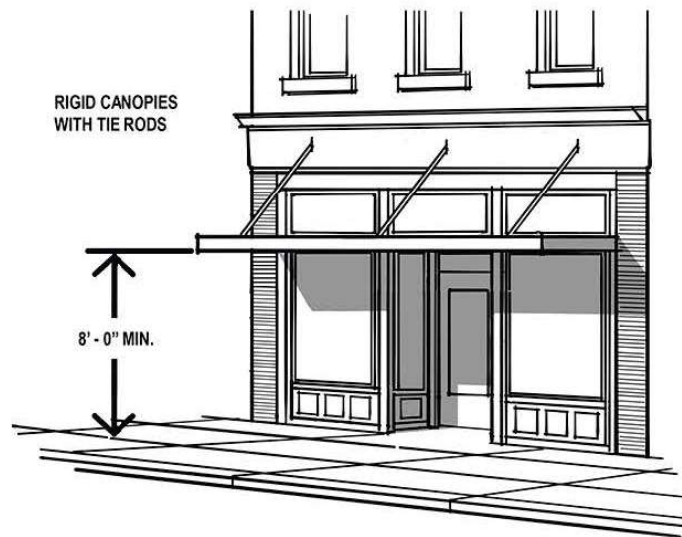
GUIDE FOR COLOR PALETTE SELECTION



- n. All utility services shall be placed underground.
- o. *Projections.* Projections located within the public right-of-way are subject to all material requirements of the City. All projections are subject to the following:
 1. *Awnings.* Awnings provide shade and rain protection in front of a storefront. Traditional awnings are matte-finish, fade-resistant canvas material

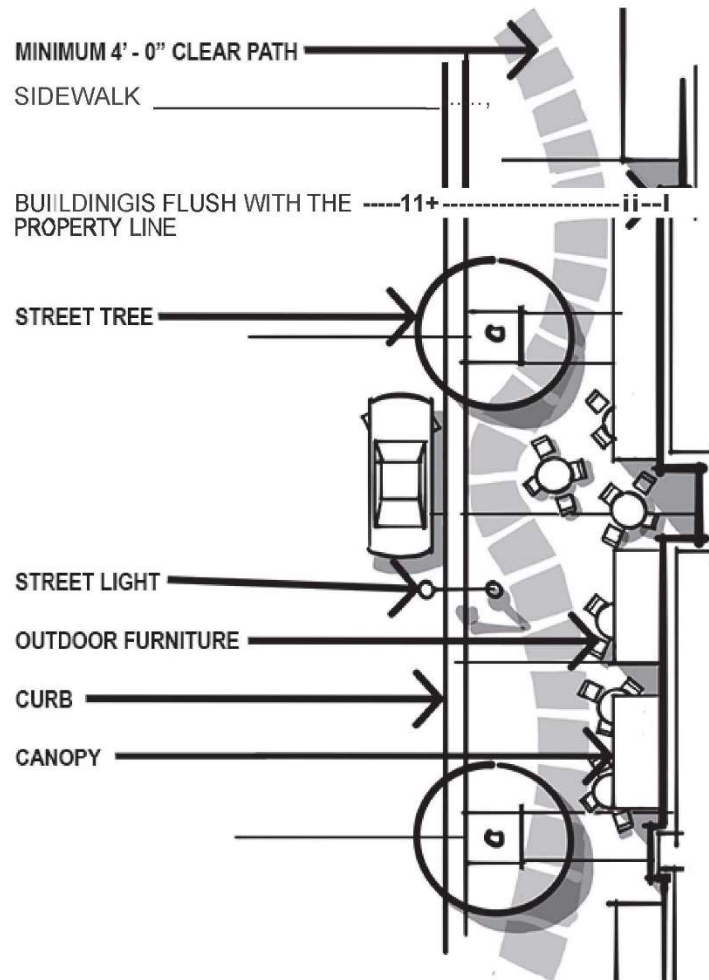
attached to or stretched over a frame, which is supported by the building and not by the ground. Awnings have a pitch of greater than 5%.

- a. The installation of new awnings is prohibited.
 - b. Existing awnings shall be maintained free of any defect including tears, fading, broken frames.
2. *Canopies.* Canopies provide shade and rain protection in front of a storefront. Traditional canopies are of rigid construction finished with wood, tin, or other metal. Canopies have a pitch of less than 2% and drain towards the street. Canopies shall complement the architecture of the building.
- a. Canopies shall be at an appropriate scale to the building size and configuration.
 - b. Canopies shall not extend above the storefront cornice (except for tie-rod support structure).
 - c. No canopies shall extend closer than 2 feet from the back of the curb.
 - d. New canopies shall be supported by the building (e.g., by tie-rod attachment) and not by the ground. No posts or other supports shall be installed in the sidewalk.
 - e. A canopy shall have a minimum vertical clearance of 8 feet.
 - f. A canopy shall be a solid color, and all canopies on a single building shall use the same color scheme.
 - h. Canopies shall be maintained free of any defect.



- F. ***Streetscape Guidelines.*** Streetscapes shall be treated with amenities that are selected based upon their ability to unify the streetscape with the area's historic past. It is important that elements such as street furniture, planters, window boxes, and other fixtures and furnishings complement the area's historic qualities.
1. Outside storage is prohibited in the CBD, except as provided herein.
 2. Outside display of merchandise and/or seasonal items shall:
 - a. Not occupy any on-street or off-street parking spaces.
 - b. Not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, and shall provide a clear path with a minimum of 4 feet wide on all portions of the sidewalk.
 - c. Only be located in front of the property/business that is selling the item(s).
 - d. Be removed at the end of business each day (except for large seasonal items such as Christmas trees).
 - e. Be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
 3. Outside furniture. The purpose of outside furniture is to promote outdoor activity on the sidewalk directly in front of the business or on the sidewalk directly beside the business.
 - a. A maximum of 1 table per 10 linear feet of adjacent wall space, excluding doors, may be placed on the sidewalk adjacent to the business. The Planning Director will ultimately determine the location and number of tables, chairs, or benches allowed.
 - b. Street furniture will be maintained by the business owner and will be kept clean, free of visual defects, and in good repair.
 - c. Street furniture may encroach into the public right-of-way as long as a clear path is provided with a minimum of 4 feet wide on all portions of the sidewalk.
 - d. No street furniture shall extend closer than 2 feet from the back of the curb.
 - e. The City may, from time to time, require temporarily relocating the street furniture for special events or other needs.

STREETSCAPE GUIDELINES



70

G. Signs.

1. General provisions.

- a.** Except as provided herein, signs within the Central Business District are subject to the provisions in Sec. 12-4-101 of this zoning ordinance. Where any conflict between regulations exists, the provisions of this section shall govern.
- b.** Prohibited. The following sign types are prohibited in the Central Business District.
 - 1. Advertising on street furniture.
 - 2. Balloons or other inflated signs.
 - 3. Box/cabinet type signs, unless in the shape of a logo or unique design that is integral to the sign.
 - 4. Electronic message centers.
 - 5. Freestanding signs.
 - 6. Internally illuminated cabinets or panels.
 - 7. Revolving, animated, or moving signs.
 - 8. Signs with exposed raceways.
 - 9. Temporary signs.
- c.** Number.
 - 1. Each business shall be allowed exactly one primary sign, subject to the specific allotments for each sign type below, or as provided in a comprehensive sign plan.
 - 2. Each business shall be allowed up to three secondary signs, subject to the specific allotments for each sign type below, or as provided in a comprehensive sign plan.
- d.** Location.
 - 1. New signs shall not obscure historic signage, disrupt the character of a building, or cause physical damage or alteration to the building affecting its historic integrity.
 - 2. Signs shall not project above the building eave, cornice, or parapet.
 - 3. Signs shall be limited to façades which have a public entrance to the building.
- e.** Light.
 - 1. Light should be directed at the sign from an external, shielded lamp. Light should be warm in temperature, similar to daylight. Light shall not shine directly or reflect into the eyes of pedestrians or motorists.
 - 2. Internal illumination is permitted only for individual letters or logos, not for a cabinet containing multiple letters, symbols, or combination thereof.
- f.** Design.

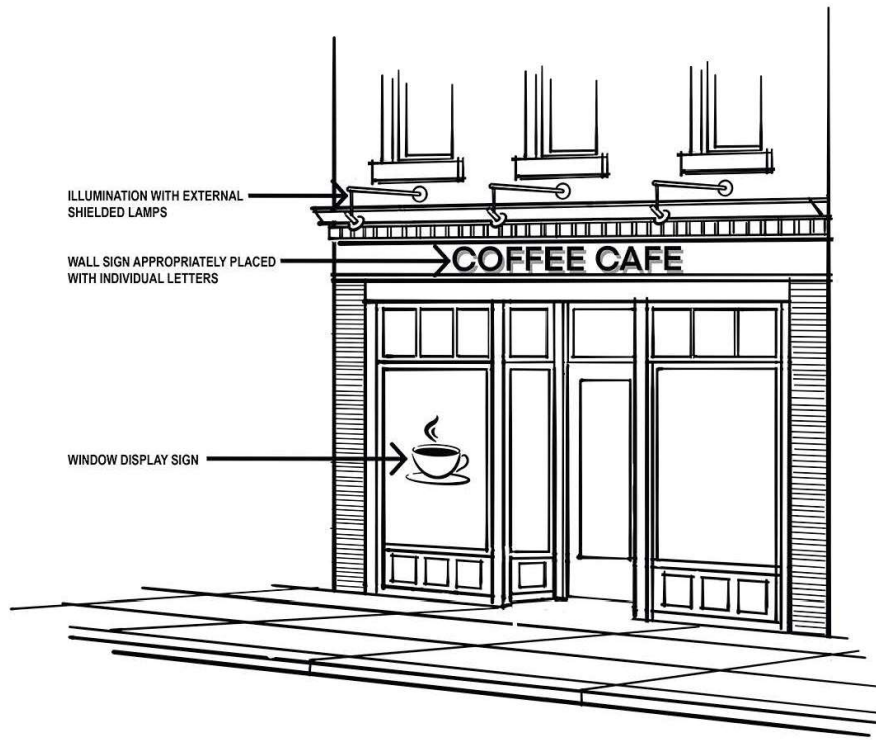
1. Signs shall be subordinate to the overall building composition and shall emphasize architectural features of the building.
 2. Signs shall be wood, cast or stamped metal, or gilded or sandblasted glass. Vinyl, plastic, or highly reflective material is not permitted.
 3. Signs shall be attached at mortar joints and shall not penetrate masonry. The number of anchor points shall be minimized.
 4. All exposed conduit, junction boxes, and electrical transformer boxes shall be concealed from public view.
- g. Comprehensive sign plan.
1. For all new buildings, remodels of vacant buildings, and expansions, a comprehensive sign plan is required.
 2. The comprehensive sign plan shall establish the allowable areas of all allowable sign types for existing and future tenants.
 3. The comprehensive sign plan shall indicate existing conforming and nonconforming signs and the number and location of signage to be allocated to each tenant under the plan.
 4. The comprehensive sign plan is subject to approval by the Planning Director in accordance with the intent of all provisions contained herein and may be appealed to the Zoning Board of Adjustments.
- h. Historic signs. Signs installed prior to January 1, 1973 may be rehabilitated with any original nonconformities maintained. The applicant shall be responsible for documenting the age and original conditions of the sign.
- i. Government signs. Signs installed by a government entity or its agent are permitted.
- j. Special event signs. Special event signs are permitted, subject to all requirements for special event signs in Sec. 12-4-101 and the city's special event policies.
2. Wall signs.
- a. Number.
1. A maximum of one wall sign is permitted for each building.
 2. On multitenant buildings with internal entrances to tenant spaces, one additional wall sign is permitted, which may not exceed 3 feet in height or 3 feet in width, and which shall be located at eye level for pedestrians on the sidewalk within 5 feet of a public entrance to the building. This additional wall sign is intended to be used as a tenant directory.
- b. Location.
1. If an area is provided from signage on a building above the transom windows, wall signage shall be limited to this area. If such area is not provided, every attempt shall be made to locate wall signage below any second-story windows. If it is not feasible to locate a sign within the area below second-story windows on a two-story building, wall signage shall be limited to the largest continuous flat surface between the top of the

second-story windows and the cornice. Wall signs shall not be located above the bottom of third-story windows.

2. When feasible, wall signs shall be aligned with others on the same block.

c. Size.

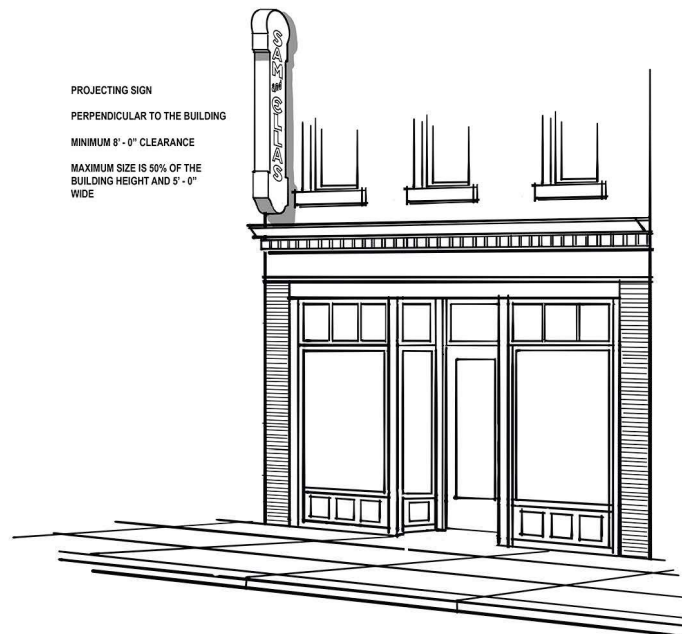
1. Maximum area. 45 square feet.
2. Maximum height. 3 feet.
3. Maximum width. 75 percent of the width of the tenant space.





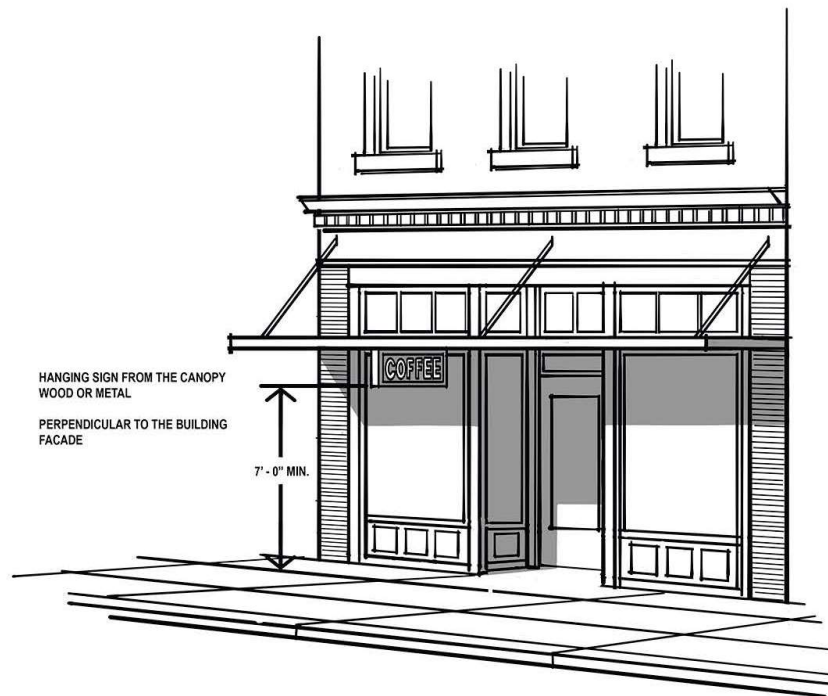
3. Plaque signs.
 - a. Number. A maximum of one plaque sign is permitted per building.
 - b. Location.
 1. May be located adjacent to the main entrance to the building or near a corner of the building.
 2. Shall be installed flush against the building.
 - c. Size.
 1. Maximum area. 4 square feet.
 2. Maximum height. 2 feet.
 3. Maximum width. 2 feet.
 4. Maximum projection. 3 inches.

- d. Design.
 - 1. Shall be constructed of cast or stamped metal.
 - 2. No wrap, decal, or other impermanent cover shall be affixed to the sign.
- 4. Projecting signs.
 - a. Number.
 - 1. A maximum of one projecting sign is permitted for each building.
 - 2. On multitenant buildings, one additional projecting sign is permitted for each tenant space.
 - b. Location.
 - 1. Minimum clearance. 8 feet above the sidewalk or other grade.
 - c. Size.
 - 1. Maximum area. 16 square feet.
 - 2. Maximum height. 50% of building height.
 - 3. Maximum width. 5 feet.
 - 4. Maximum projection. 50% of sidewalk width.



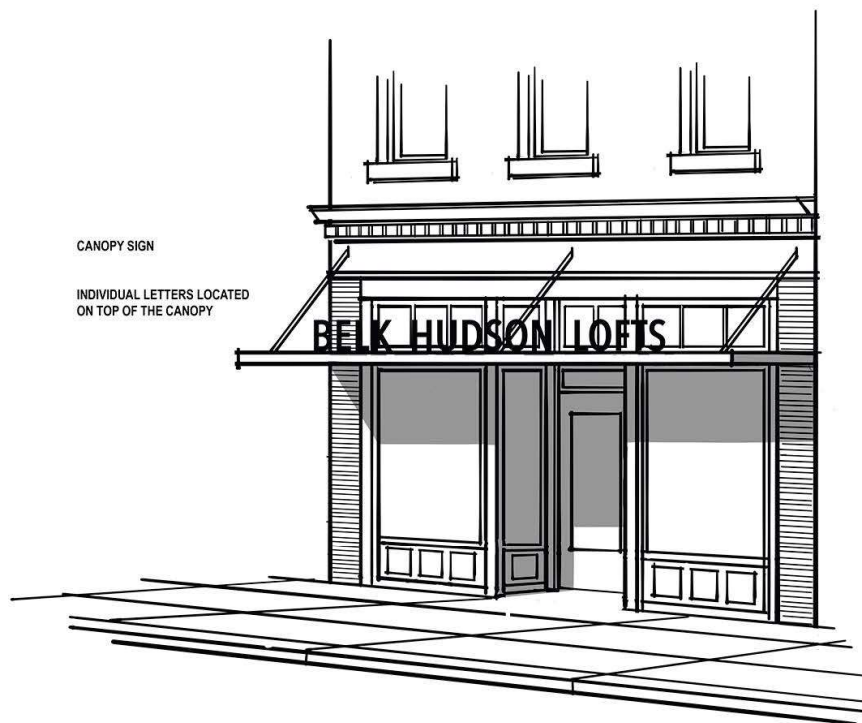
5. Hanging signs.

- a. Number. A maximum of one hanging sign is permitted for each tenant space.
- b. Location.
 - 1. Shall be located at the entrance to the tenant space.
 - 2. Limited to the first story of the building.
 - 3. When feasible, hanging signs shall be aligned with others on the same block.
 - 4. Minimum clearance. 7 feet above the sidewalk or other grade.
- c. Size.
 - 1. Maximum area. 8 square feet.
 - 2. Maximum height. 2 feet.
 - 3. Maximum width. 75 percent of the awning/canopy width.
- d. Design. Shall not be illuminated except by lights recessed inside of a canopy.



6. Canopy signs.

- a. Number. A maximum of one canopy sign is permitted for each tenant space, provided such tenant space does not have a wall sign.
- b. Location. Shall be located on top of the canopy.
- c. Size.
 1. Maximum height. 2 feet.
 2. Maximum width. 75 percent of the canopy width.
- d. Design. Shall consist of letters individually attached to the canopy.



7. Window display signs.

- a. Number. A maximum of one window display sign is permitted per windowpane.
- b. Location. Limited to first-story windows below the transom.
- c. Size. Shall not occupy more than 25% of the area of any window.
- d. Design. Shall not obscure visibility into the ground floor.

8. Sandwich board signs.

- a. Number. A maximum of one sandwich board sign is permitted for each tenant space.
- b. Location.
 - 1. Shall be located directly in front of entrance to tenant space.
 - 2. Shall allow for the flow of pedestrian traffic on the sidewalk, with a minimum horizontal clearance of 4 feet.
 - 3. Shall be removed at the close of business each day.
- c. Size.
 - 1. Maximum area. 12 square feet per side.
 - 2. Minimum height. 3 feet.
 - 3. Maximum height. 4 feet.
 - 4. Minimum width. 2 feet
 - 5. Maximum width. 3 feet.

H. ***Predevelopment Meeting.*** Prior to submission of a building permit or commencing any exterior work on a building in the Central Business District, the owner/applicant shall contact the Development Services Department to schedule a predevelopment meeting to assist the owner/applicant in preparing a complete submittal that complies with all requirements and guidelines herein.

Exhibit 'D' Conditions of Approval for the Conditional Use Permit

1. Landscape screening shall be installed and maintained along portions of the eastern and western and all of the southern elevations of the hotel structure as depicted on the approved plans.
2. The exterior shipping container structures shall be painted to be in compliance with the zoning ordinance.
3. Murals, artwork, and other decorative paintings shall not be permitted or allowed on the shipping containers.
4. In the event the hotel use ceases operation for a period of one hundred eighty (180) consecutive days or more, all shipping container structures shall be removed from the property within sixty (60) days thereafter.
5. This conditional use permit shall be void if a certificate of occupancy has not been issued within 18 months of ordinance approval.

Conditional Use Permit

Cotten Bratton Hotel 117 College Ave

Applicant: Matt Hughes

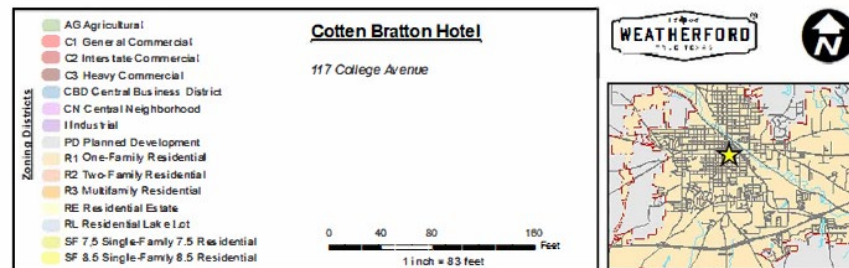
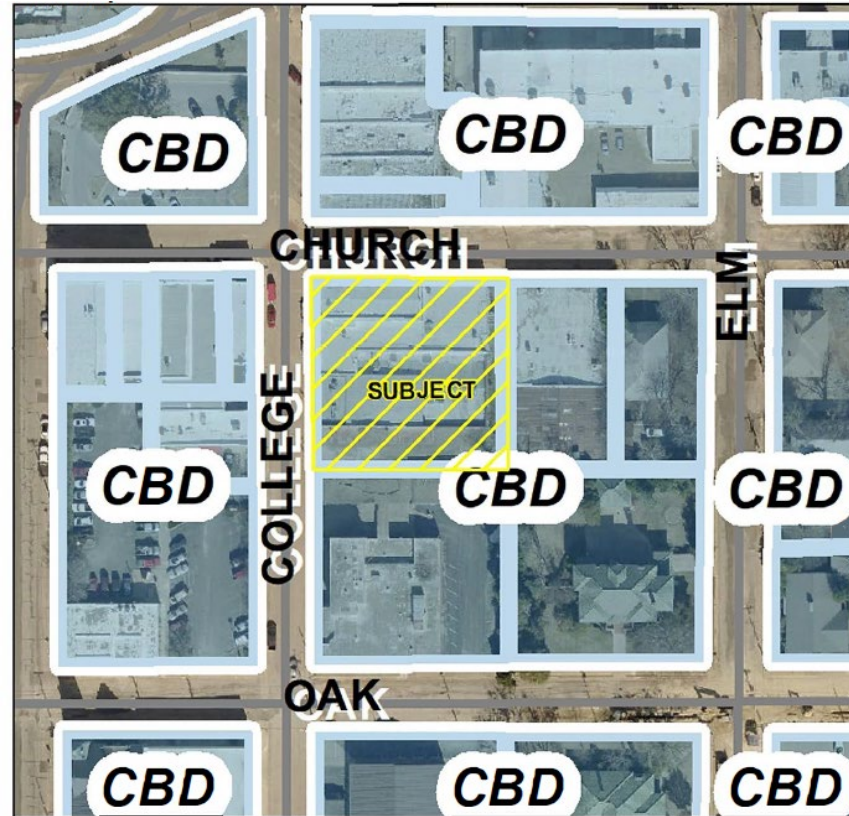
City Council



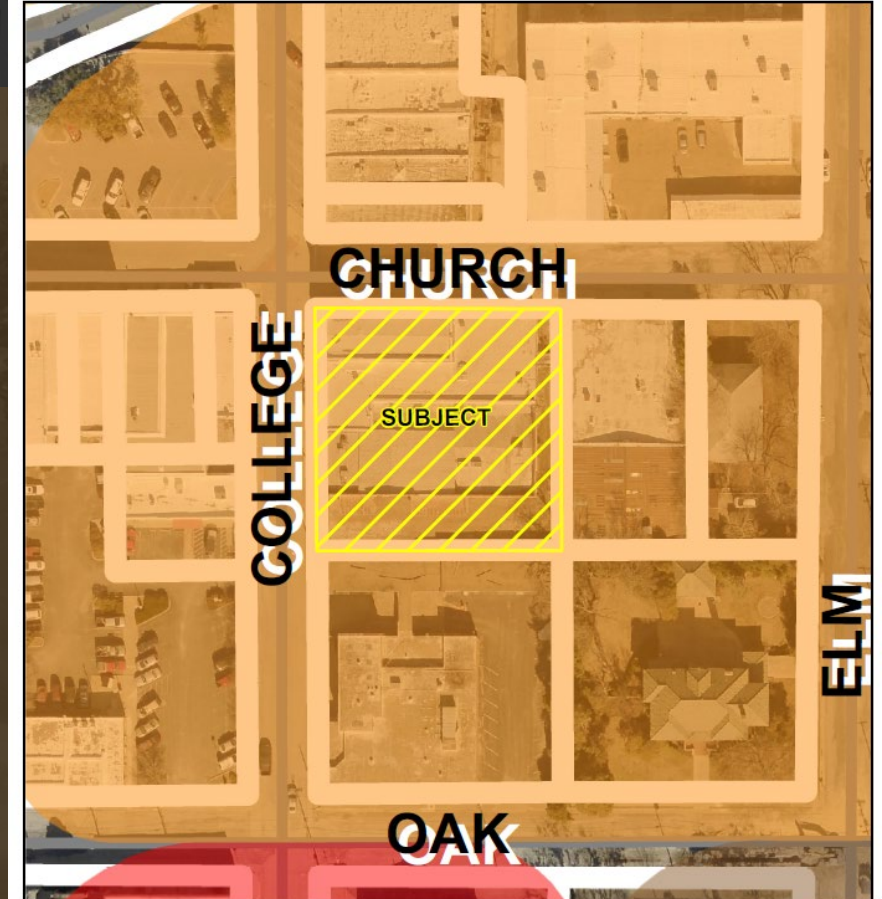
Applicant Request

- Current Zoning: CBD Central Business District
- General Plan: Historic Downtown
- Conditional Use Permit: Hotel Use

Zoning Map



General Plan Map



Previous Conditions



Current Conditions

Improvements made:

- Closure of existing drive approach
- Decorative screening
- Landscaping along right-of-way



Proposal

- 14-room boutique hotel constructed from shipping containers
- Central courtyard featuring an 8' × 20' swimming pool
- Painting the structures
- Landscape screening provided along the shipping container structures to reduce visibility and enhance compatibility with the surrounding downtown character





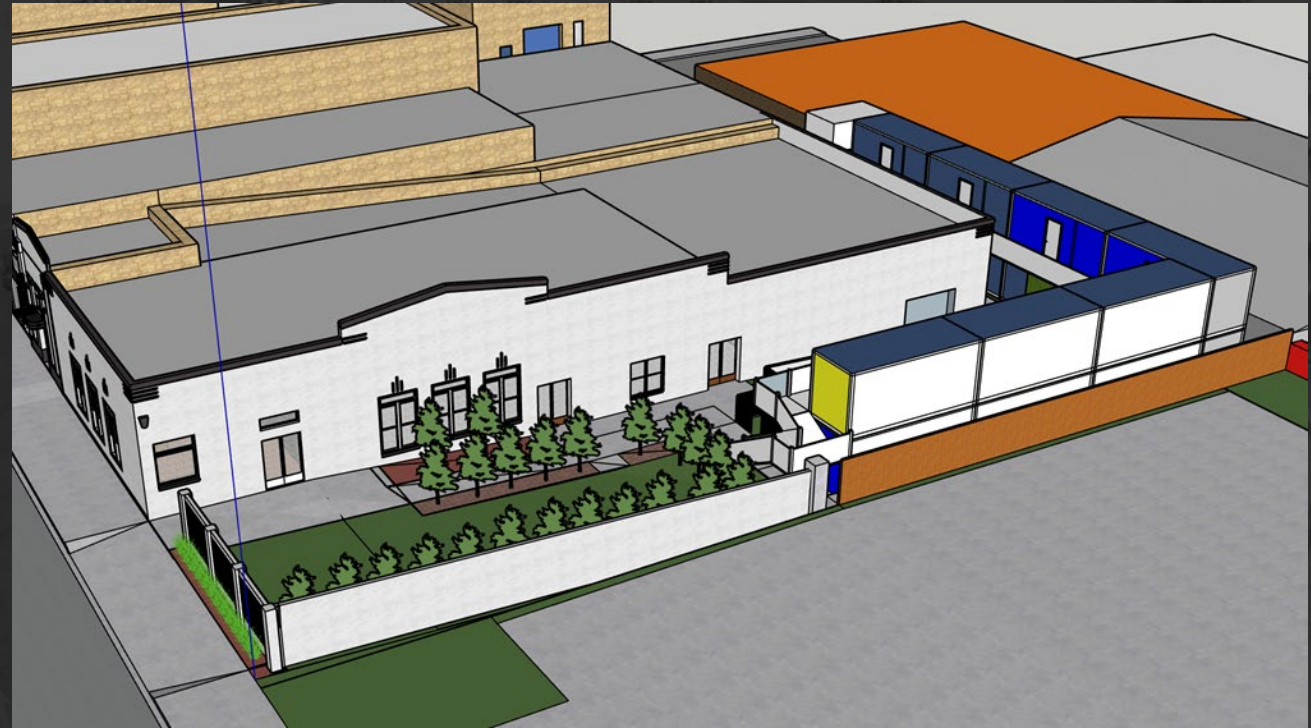
1,008 x 1,341



Previous Layout



New Layout



Summary

- 2 rooms less than originally approved.
- Street view was 20 feet. Reduced to 8 feet.
- Living screening walls will be installed on South, and portion of Western and Eastern Elevations.
- Additional landscaping and more open space

Previous Build Line



Options

1

Approve the Conditional Use Permit with Conditions



2

Disapprove the Conditional Use Permit

Staff recommends approval of the Conditional Use Permit subject to the conditions.

At their June 10th, regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval subject to the following conditions:

1. Landscape screening shall be installed and maintained along portions of the eastern and western and all of the southern elevations of the hotel structure as depicted on the approved plans.
2. The exterior shipping container structures shall be painted to be in compliance with the zoning ordinance.
3. Murals, artwork, and other decorative paintings shall not be permitted or allowed on the shipping containers.
4. In the event the hotel use ceases operation for a period of one hundred eighty (180) consecutive days or more, all shipping container structures shall be removed from the property within sixty (60) days thereafter.
5. This conditional use permit shall be void if a certificate of occupancy has not been issued within 18 months of ordinance approval.



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026

Staff Contact: Scott McDonald, Director of
Development Services

Item Number: 2026-900-AR

Phone: 817-598-4284

SUBJECT: Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-22 concerning a request by Debbie Howard for a Zoning Map Amendment from C1 General Commercial to R1 One-Family Residential on an approximate 0.459-acre tract being located at 202 South Tower Street, City of Weatherford, Parker County, Texas. ZCH-26-0009.

CASE NUMBER ZCH-26-0009

GENERAL INFORMATION

Applicant:	Debbie Howard
Request Action:	Approval of a Zoning Map Amendment
Project Description:	Zoning Change for Single Family Residence
Site Address/Location:	202 South Tower Street
Land Area:	+/- 0.459 Acres
General Plan:	Suburban Living
Existing Zoning:	C1 General Commercial
Surrounding Zoning:	
North:	C1 General Commercial
South:	R1 One-Family Residential
East:	R1 One-Family Residential
West:	C1 General Commercial

BACKGROUND/DISCUSSION

The applicant is requesting a zoning amendment from C1 General Commercial to R1 One-Family Residential for the property located at 202 South Tower Street. Residential financing can be difficult to obtain for properties zoned commercial, which may create challenges in marketing and selling existing homes. To address this issue and better align the zoning with the existing use of the property, the applicant is requesting that the property be rezoned to R1.

Staff recommends approval of the rezoning request for 202 South Tower Street, as the proposed R1 zoning is consistent with the Suburban Living designation in the City's General Plan.

At their June 10th, 2026 regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval.

ALTERNATIVES

1. The City Council may approve the request.
2. The City Council may disapprove the request.

SUGGESTED ACTION/RECOMMENDATION

Staff recommends approval of the Zoning Map Amendment request.

ATTACHMENTS

- [O2026-22](#)
- [Presentation](#)

ORDINANCE O2026-22

AN ORDINANCE AMENDING THE ZONING DISTRICT BOUNDARIES OF THE ZONING DISTRICT MAP OF THE CITY OF WEATHERFORD, TEXAS, CONCERNING CERTAIN PARCELS OR TRACTS OF LAND GENERALLY LOCATED 202 SOUTH TOWER STREET, BEING IDENTIFIED AS APPROXIMATELY 0.459 ACRES OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF WEATHERFORD, TEXAS; HERETOFORE ZONED C1 GENERAL COMMERCIAL SHALL HENCEFORTH BE ZONED R1 ONE FAMILY RESIDENTIAL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford, Texas, ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council adopted the Zoning Ordinance of the City, codified as Chapter 12 of the Official Code of the City of Weatherford (the "City Code"), which Zoning Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the owners of the property described herein (the "Property") filed an application seeking a zoning change as reflected herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing on June 10, 2026 and the City Council held a public hearing on June 23, 2026, with respect to the zoning change described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and

WHEREAS, the City Council, after thorough study, has determined that the Zoning District Map of the City and the Zoning District Boundaries shown thereon should be changed and amended as described herein; and

WHEREAS, the City Council now desires to record said authorized changes in the Zoning District Map by passage of this Ordinance amending said map and directing the Department of Development Services to make appropriate changes in the one (1) copy of the original Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City, as provided for in Title XII, Chapter 2, Section 12-2-101, of the City Code.

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

SECTION 1: The Zoning District Map of the City is hereby amended by changing the zoning district boundaries as herein indicated on the hereinafter described tracts or parcels of land within the corporate limits of the City of Weatherford, Texas:

**PREVIOUS ZONING
DISTRICT DESIGNATION**

C1 General Commercial

**AMENDED ZONING
DISTRICT DESIGNATION**

R1 One Family Residential

for the approximate 0.459 acre tract of land more particularly described in the attached **Exhibit 'A' Property Description**, incorporated herein.

SECTION 2: The zoning change as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3: The Department of Development Services is hereby instructed to change the one (1) copy of the Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City of Weatherford, Texas, to show the changes set forth herein.

SECTION 4: This Ordinance shall be cumulative of all provisions of ordinances and of the City Code, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 6: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7: All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8: The City Secretary is hereby directed to publish in the official newspaper of the City, the caption and penalty clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 9: This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 23RD DAY OF JUNE, 2026.

CITY OF WEATHERFORD, TEXAS

Paul Paschall, Mayor

ATTEST:

Andrea McDonald, City Secretary

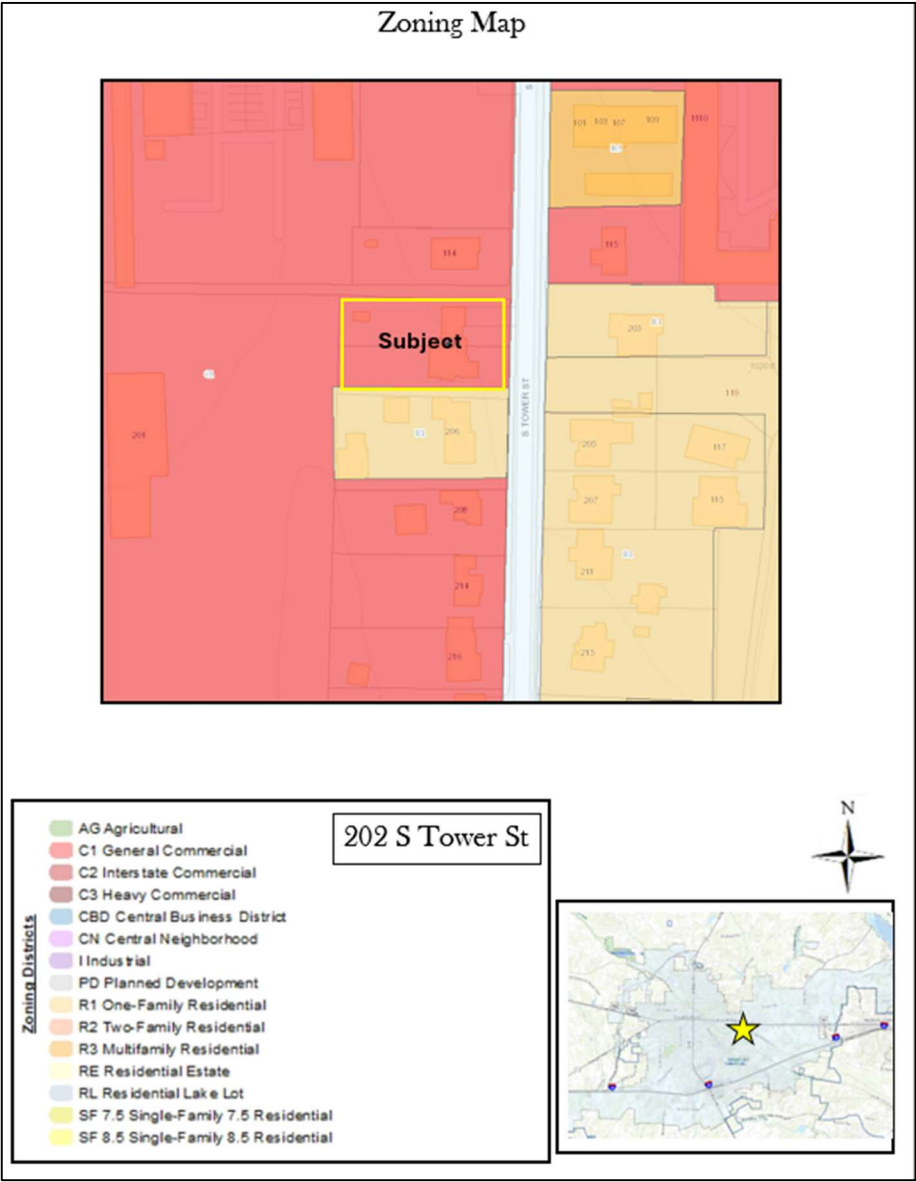
APPROVED AS TO FORM:

Robert M. Allibon, City Attorney

Exhibit 'A' Property Description

All that certain lot, tract or parcel, of land lying and being situated in Parker County, Texas, and being out of and part of Block No. 2, of J. G. Battle's subdivision of the Oliver Davis Survey, Abstract No. 372, a plat of which subdivision is of record in Book 29, Page 634, Deed Records of Parker County, Texas herein referred to for all pertinent purposes, and the property hereby conveyed is described by metes and bound as follows: BEGINNING at the N. E. Corner of said Block 2, in the North line of said Oliver Davis survey, and which beginning point is the N.E. corner of the property conveyed by W. L. Lewis, et ux, to L. J. Jackson by Deed dated January 10, 1945, and recorded in Volume 200, Page 264, Deed Records of Parker County, Texas;
THENCE West with the NBL of said Oliver Davis Survey which is also the NBL of Block 2, said J. G. Batte's subdivision of said survey, Two hundred (200) feet, a corner;
THENCE South One Hundred (100) feet, a corner;
THENCE East Two Hundred (200) feet, a corner in the EBL of said Block 2, said J. G. Batte's subdivision;
THENCE North One Hundred (100) feet to the PLACE OF BEGINNING.

Exhibit 'A' Property Description (continued)



202 South Tower St & 114 South Tower St

Applicant: Debbie Howard

City Council



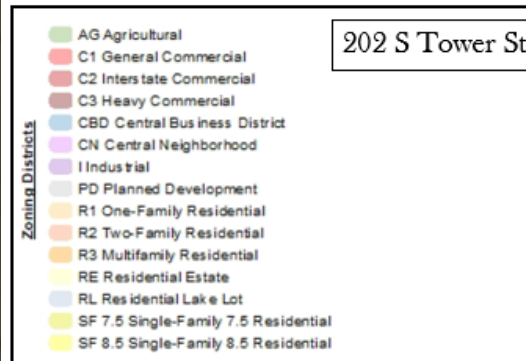
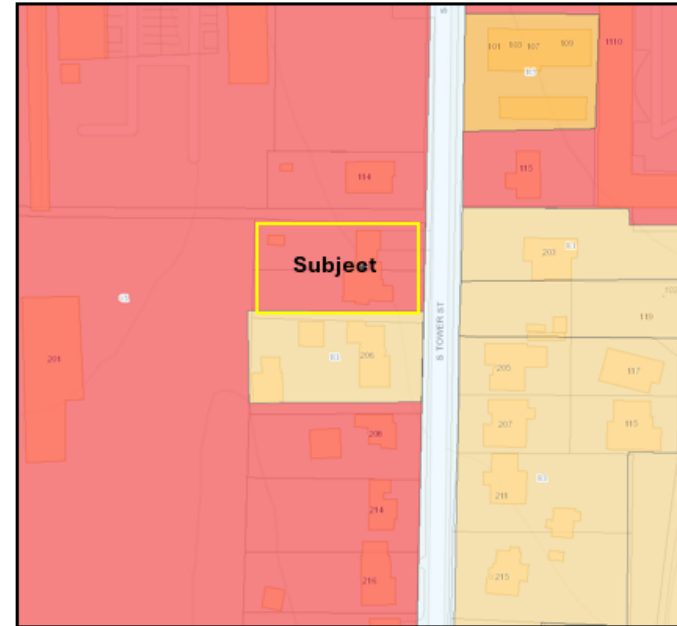


Applicant Request

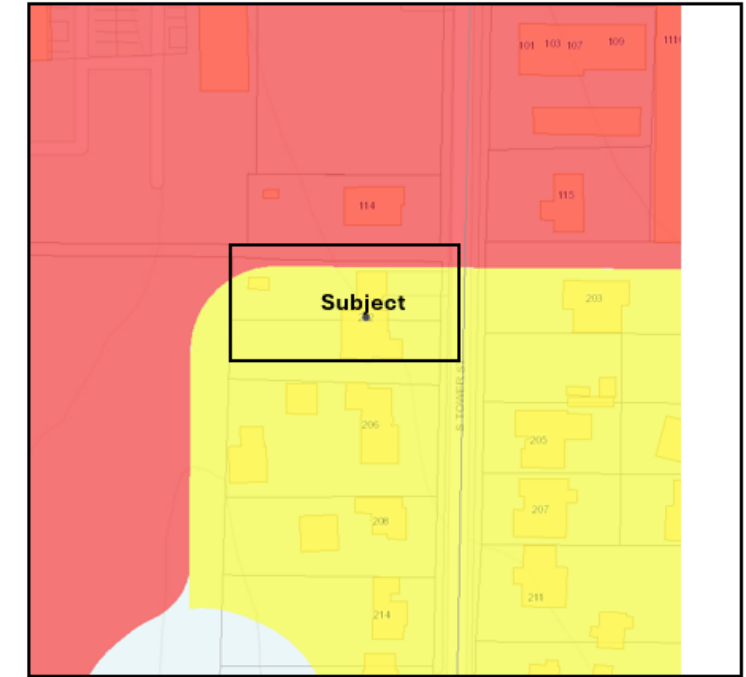
202 South Tower St

- Existing Zoning: C1 General Commercial
- Proposed Zoning: R1 One Family Residential
- General Plan: Suburban Living

Zoning Map



General Plan Map

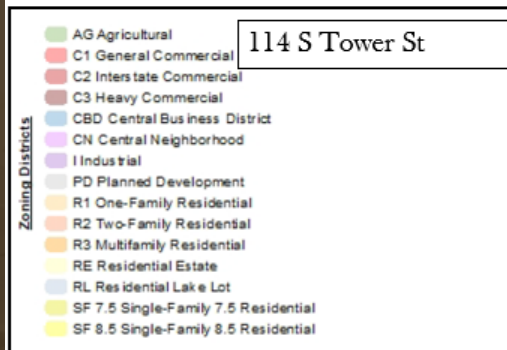
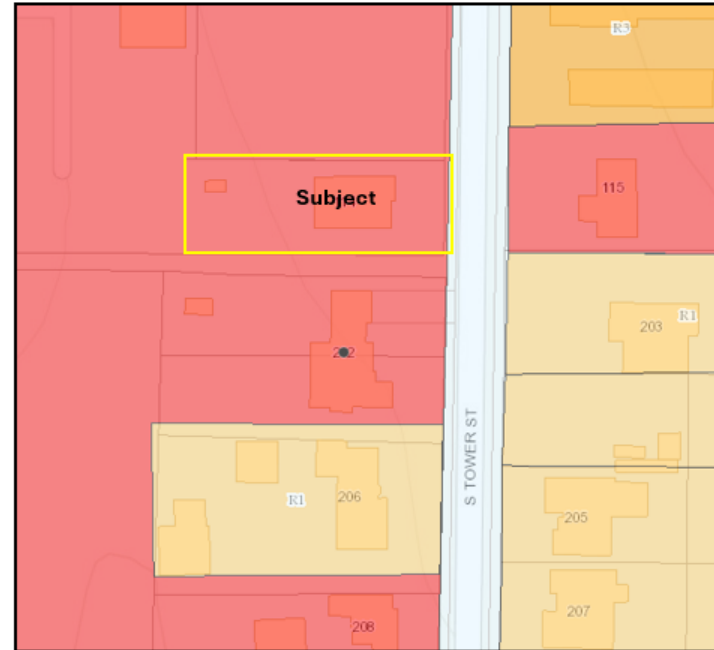


Applicant Request

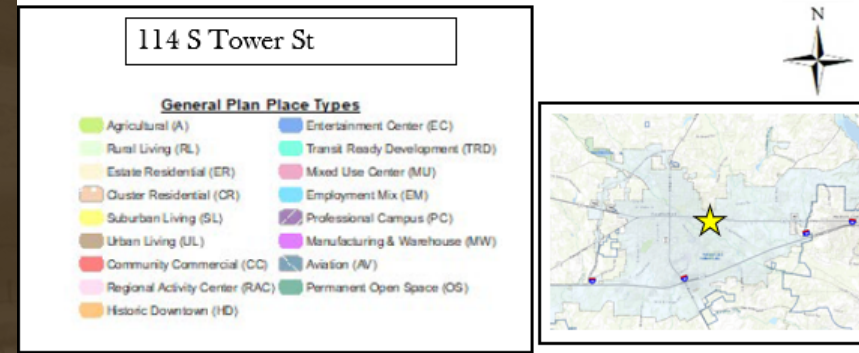
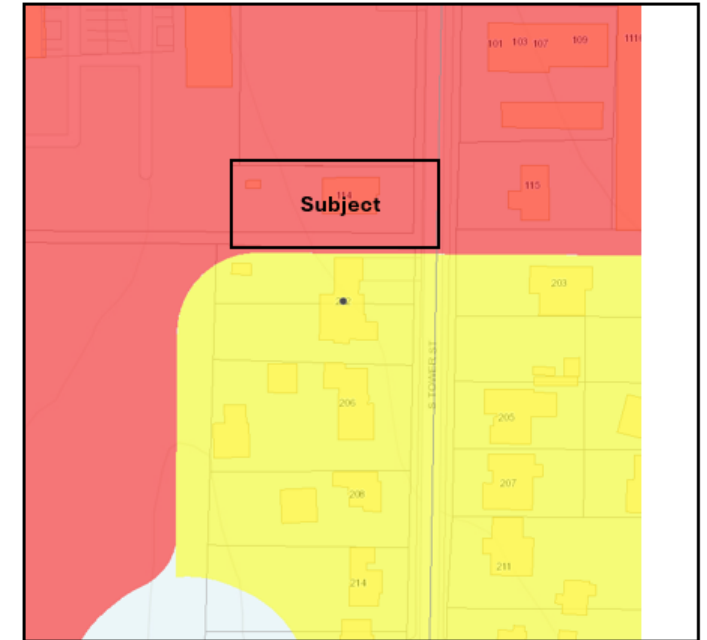
114 South Tower St

- Existing Zoning: C1 General Commercial
- Proposed Zoning: R1 One Family Residential
- General Plan: Community Commercial
- Proposed General Plan: Suburban Living

Zoning Map



General Plan Map



Options

Staff recommends approval.

At their June 10th, 2026 regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval.

1

Approve



2

Disapprove



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026

Staff Contact: Scott McDonald, Director of
Development Services

Item Number: 2026-901-AR

Phone: 817-598-4284

SUBJECT: Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-21 concerning a request by Debbie Howard for a General Plan and Zoning Map Amendment from C1 General Commercial to R1 One-Family Residential on an approximate 0.226 -acre tract being located at 114 South Tower Street, City of Weatherford, Parker County, Texas. ZCH-26-0009.

CASE NUMBER ZCH-26-0009

GENERAL INFORMATION

Applicant:	Debbie Howard
Request Action:	Approval of a Zoning Map Amendment
Project Description:	Zoning Change for Single Family Residence
Site Address/Location:	114 South Tower Street
Land Area:	+/- 0.226 Acres
General Plan:	Community Commercial
Existing Zoning:	C1 General Commercial
Surrounding Zoning:	
North:	C1 General Commercial
South:	R1 One-Family Residential
East:	R1 One-Family Residential
West:	C1 General Commercial

BACKGROUND/DISCUSSION

The applicant is requesting a general plan and zoning amendment from C1 General Commercial to R1 One-Family Residential for the property located at 114 South Tower Street. Residential financing can be difficult to obtain for properties zoned commercial, which may create challenges in marketing and selling existing homes. To address this issue and better align the zoning with the existing use of the property, the applicant is requesting that the property be rezoned to R1.

Staff recommends approval of the rezoning request for 114 South Tower Street. The General Plan designation for

the property at 114 South Tower Street will be amended from Community Commercial to Suburban Living to maintain consistency between the zoning and the Comprehensive Plan.

At their June 10th, 2026 regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval.

ALTERNATIVES

1. The City Council may approve the request.
2. The City Council may disapprove the request.

SUGGESTED ACTION/RECOMMENDATION

Staff recommends approval of the General Plan and Zoning Map Amendment request.

ATTACHMENTS

- [O2026-21](#)
- [Presentation](#)

ORDINANCE O2026-21

AN ORDINANCE AMENDING THE GENERAL PLAN AND ZONING DISTRICT BOUNDARIES OF THE ZONING DISTRICT MAP OF THE CITY OF WEATHERFORD, TEXAS, CONCERNING CERTAIN PARCELS OR TRACTS OF LAND GENERALLY LOCATED 114 SOUTH TOWER STREET, BEING IDENTIFIED AS APPROXIMATELY 0.226 ACRES OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF WEATHERFORD, TEXAS; HERETOFORE ZONED C1 GENERAL COMMERCIAL SHALL HENCEFORTH BE ZONED R1 ONE FAMILY RESIDENTIAL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford, Texas, ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council adopted the Zoning Ordinance of the City, codified as Chapter 12 of the Official Code of the City of Weatherford (the "City Code"), which Zoning Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the owners of the property described herein (the "Property") filed an application seeking a zoning change as reflected herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing on June 10, 2026 and the City Council held a public hearing on June 23, 2026, with respect to the zoning change described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and

WHEREAS, the City Council, after thorough study, has determined that the Zoning District Map of the City and the Zoning District Boundaries shown thereon should be changed and amended as described herein; and

WHEREAS, the City Council now desires to record said authorized changes in the Zoning District Map by passage of this Ordinance amending said map and directing the Department of Development Services to make appropriate changes in the one (1) copy of the original Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City, as provided for in Title XII, Chapter 2, Section 12-2-101, of the City Code.

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

SECTION 1: The Zoning District Map of the City is hereby amended by changing the zoning district boundaries as herein indicated on the hereinafter described tracts or parcels of land within the corporate limits of the City of Weatherford, Texas:

**PREVIOUS ZONING
DISTRICT DESIGNATION**

C1 General Commercial

**AMENDED ZONING
DISTRICT DESIGNATION**

R1 One Family Residential

for the approximate 0.226 acre tract of land more particularly described in the attached **Exhibit 'A' Property Description**, incorporated herein.

SECTION 2: The zoning change as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3: The Department of Development Services is hereby instructed to change the one (1) copy of the Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City of Weatherford, Texas, to show the changes set forth herein.

SECTION 4: This Ordinance shall be cumulative of all provisions of ordinances and of the City Code, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 6: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7: All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8: The City Secretary is hereby directed to publish in the official newspaper of the City, the caption and penalty clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 9: This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 23RD DAY OF JUNE, 2026.

CITY OF WEATHERFORD, TEXAS

Paul Paschall, Mayor

ATTEST:

Andrea McDonald, City Secretary

APPROVED AS TO FORM:

Robert M. Allibon, City Attorney

Exhibit 'A' Property Description

All that certain lot, tract, or parcel of land lying and being situated in Parker County, Texas, and being a part of Block 8 of the MILLSAP REVISED ADDITION to the City of Weatherford, Parker County, Texas more particularly described by metes and bounds as follows, to wit:

BEGINNING at a point in the WBL of Tower Street, which said beginning point is 387 feet South of the intersection of the South right-of-way line of U.S. Highway No. 80 with the WBL of Tower Street, and said beginning point also being in the NBL of the Oliver Davis Survey and being the Southeast corner of Block 8 of Millsap Revised Addition;

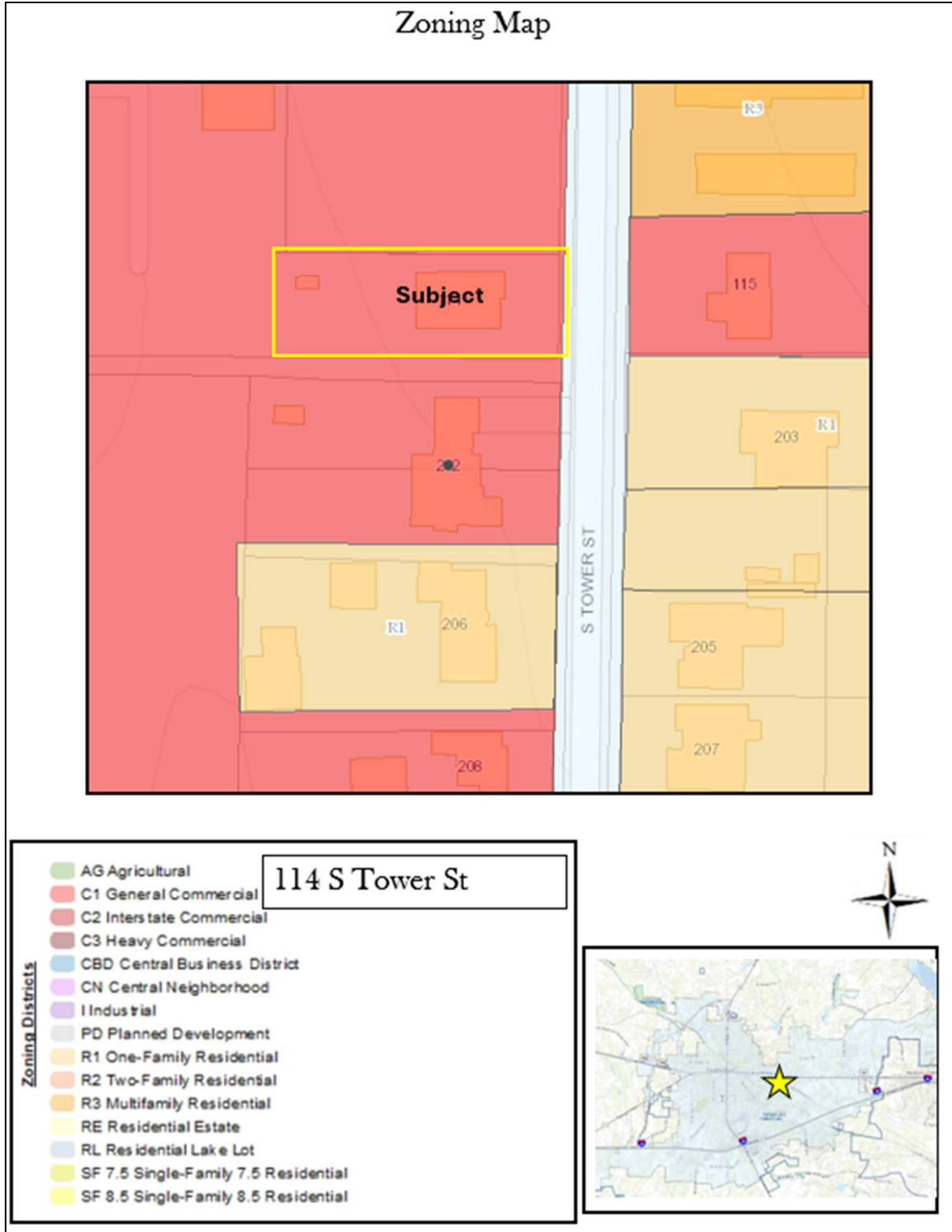
THENCE West, along the SBL of Block 8 of said Millsap Revised Addition and the NBL of the Oliver Davis Survey 164-1/2 feet, more or less, to a point for corner;

THENCE North 60 feet a point for corner;

THENCE East parallel with the SBL of Block 8 of Millsap Revised Addition 164-1/2 feet, more or less, a point for corner in the WBL of Tower Street;

THENCE South, along the WBL of Tower Street, 60 feet to the Point of Beginning, and being a part of the same property conveyed to W.F. Myers by R. B. Martin and wife, Allie Martin, by Deed dated August 30, 1921, of record in Vol. 123, Page 241, Deed Records of Parker County, Texas.

Exhibit 'A' Property Description (continued)



202 South Tower St & 114 South Tower St

Applicant: Debbie Howard

City Council



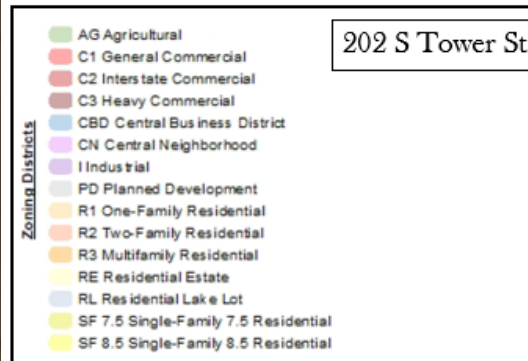
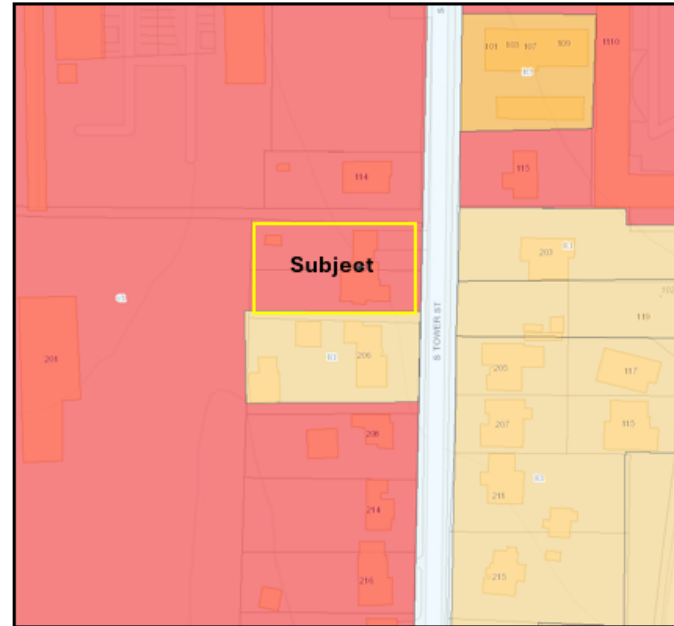


Applicant Request

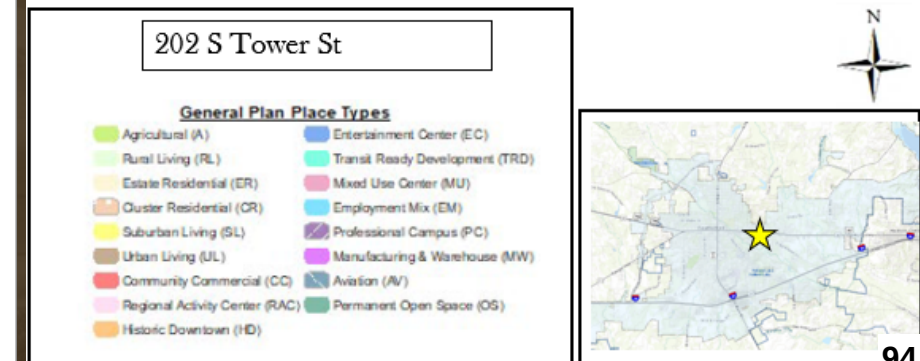
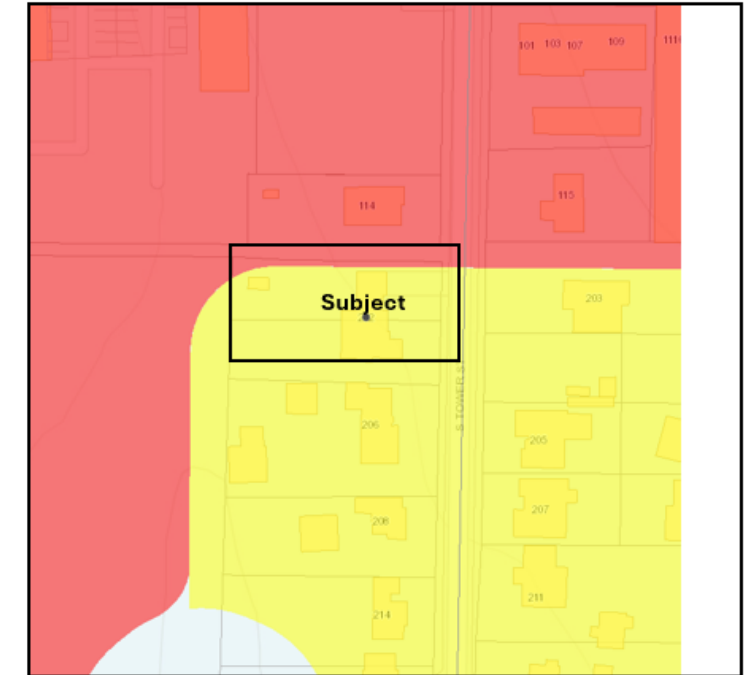
202 South Tower St

- Existing Zoning: C1 General Commercial
- Proposed Zoning: R1 One Family Residential
- General Plan: Suburban Living

Zoning Map



General Plan Map

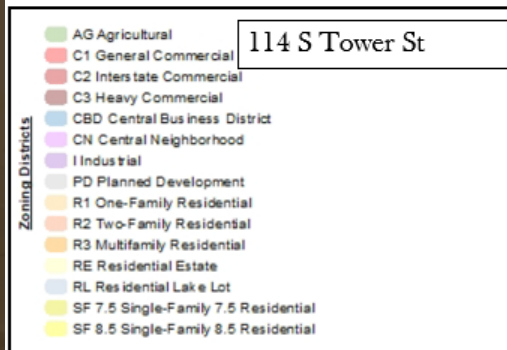
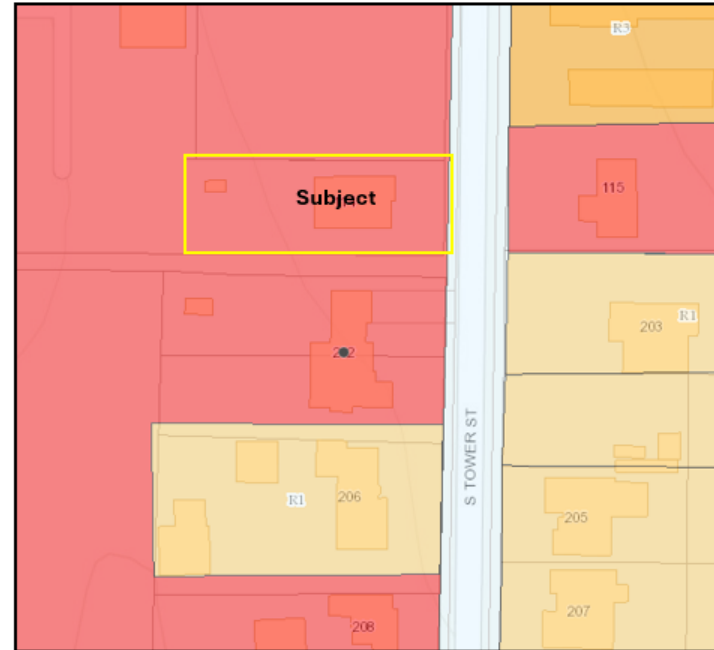


Applicant Request

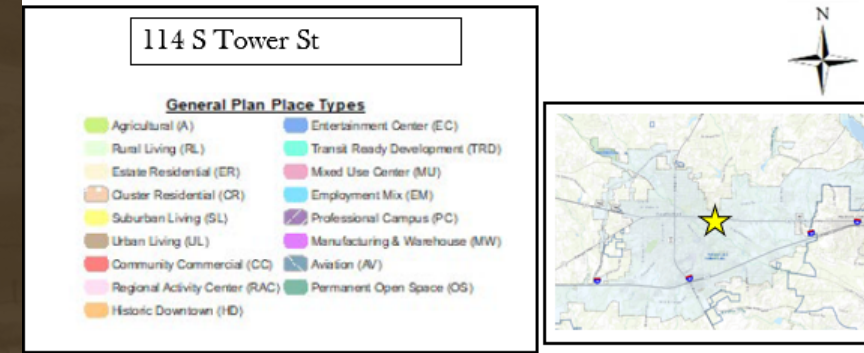
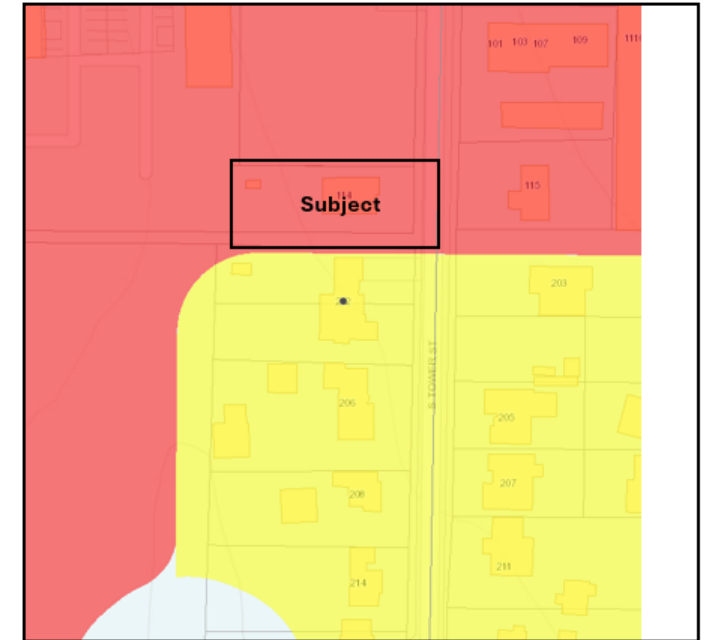
114 South Tower St

- Existing Zoning: C1 General Commercial
- Proposed Zoning: R1 One Family Residential
- General Plan: Community Commercial
- Proposed General Plan: Suburban Living

Zoning Map



General Plan Map



Options

1

Approve



2

Disapprove

Staff recommends approval.

At their June 10th, 2026 regularly scheduled meeting, the Planning & Zoning Commission voted (6-0) to recommend approval.



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026

Staff Contact: Scott McDonald, Director of
Development Services

Item Number: 2026-860-AR

Phone: 817-598-4284

SUBJECT: Hold a PUBLIC HEARING and consider adoption of Ordinance O2026-23 concerning a request by Shane Kuehler for a General Plan and Zoning Map Amendment from (AG) Agriculture to (C1) General Commercial with a Conditional Use Permit for a Contractor Office/Facility w/outside storage including vehicles use on an approximate 4.569-acre tract being located at 1798 NW Ric Williamson, City of Weatherford, Parker County, Texas. ZCH-26-0008 & CUP-26-0005.

CASE NUMBER ZCH-26-0008 / CUP-26-0005

GENERAL INFORMATION

Applicant:	Shane Kuehler
Request Action:	Approval of the Zoning Map Amendment
Project Description:	General Plan and Zoning Map Ammendment
Site Address/Location:	1798 NW Ric Williamson
Land Area:	+/- 4.569 Acres
General Plan:	(UL) Urban Living
Existing Zoning:	(AG) Agriculture / (C1) General Commercial
Surrounding Zoning:	
North:	(AG) Agriculture
South:	(C1) General Commercial
East:	(AG) Agriculture
West:	(C1) General Commercial

BACKGROUND/DISCUSSION

The applicant is requesting a General Plan Amendment from Urban Living (UL) to Community Commercial (CC), a Zoning Map Amendment from Agriculture (AG) to General Commercial (C1), and a Conditional Use Permit (CUP) to allow a contractor office/facility with outdoor storage, including company vehicles, on an approximately 4.569-acre tract located at 1798 NW Ric Williamson Memorial Highway.

The property is currently split-zoned between Agriculture and General Commercial . The proposed zoning amendment would rezone the entire property to General Commercial, creating a consistent zoning designation across the site and allowing consideration of the requested Conditional Use Permit.

The property will be developed as the new location for Purefoy Electric, which will operate a contractor office/facility with associated outdoor storage for vehicle parking. The outdoor storage area will be used solely for company vehicles and will not be used for the storage of equipment and/or materials.

An unfinished building currently exists on the property. The structure was originally approved and intended to be developed as a church in 2020; however, construction was never completed, and the building remains in a shell condition without windows or doors installed. As part of the proposed development, the applicant intends to complete the existing building, extend the current drive approach, and make site improvements necessary to bring the property into compliance with current City standards, including parking and landscaping requirements.

This item had a notification error and will be postponed date certain to the July 8, 2026 Planning and Zoning Commission meeting and the July 28, 2026 City Council Meeting.

ALTERNATIVES

1. The City Council may approve of the request.
2. The City Council may disapprove of the request.

SUGGESTED ACTION/RECOMMENDATION

Staff recommends approval of the General Plan, Zoning Map Amendment, and Conditional Use Permit request subject to the following conditions:

1. Temporary signs and pole signs shall not be permitted on the property.
2. Outdoor storage areas shall be limited to company vehicle parking only. The outdoor storage of equipment, materials, or similar items shall not be permitted.

ATTACHMENTS

- [O2026-23](#)
- [Presentation](#)

ORDINANCE O2026-23

AN ORDINANCE AMENDING THE ZONING DISTRICT BOUNDARIES OF THE ZONING DISTRICT MAP OF THE CITY OF WEATHERFORD, TEXAS, CONCERNING CERTAIN PARCELS OR TRACTS OF LAND AT 1798 RIC WILLIAMSON MEMORIAL HIGHWAY, BEING IDENTIFIED AS A 4.569-ACRE TRACT OF LAND SITUATED IN THE PARRISH SURVEY, ABSTRACT NO. 1867, IN THE CITY OF WEATHERFORD, PARKER COUNTY, TEXAS, WITHIN THE CORPORATE LIMITS OF THE CITY OF WEATHERFORD, TEXAS; HERETOFORE ZONED AG AGRICULTURE SHALL HENCEFORTH BE ZONED C1 GENERAL COMMERCIAL WITH A CONDITIONAL USE PERMIT FOR A CONTRACTOR OFFICE/FACILIT WITH OUTSIDE STORAGE INCLUDING VEHICLES USE, PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford, Texas, ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council adopted the Zoning Ordinance of the City, codified as Chapter 12 of the Official Code of the City of Weatherford (the "City Code"), which Zoning Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, Section 12-2-104 of the Zoning Ordinance requires the issuance of a conditional use permit to use or develop property within the City for any use designated as a conditional use in the zoning district which the property is located; and

WHEREAS, the owner of the property described herein (the "Property") filed an application seeking a zoning change and a conditional use permit as reflected herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing on June 10, 2026, and the City Council held a public hearing on June 23, 2026, with respect to the zoning change and conditional use permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and

WHEREAS, the City Council, after thorough study, has determined that the Zoning District Map of the City and the Zoning District Boundaries shown thereon should be changed and amended as described herein; and

WHEREAS, the City Council now desires to record said authorized changes in the Zoning District Map by passage of this Ordinance amending said map and directing the Department of Development Services to make appropriate changes in the one (1) copy of the original Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City, as provided for in Title XII, Chapter 2, Section 12-2-101, of the City Code.

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

SECTION 1: The Zoning District Map of the City is hereby amended by changing the zoning district boundaries as herein indicated on the hereinafter described tracts or parcels of land within the corporate limits of the City of Weatherford, Texas:

**PREVIOUS ZONING
DISTRICT DESIGNATION**

(AG) Agriculture

**AMENDED ZONING
DISTRICT DESIGNATION**

**(C1) General Commercial with a Conditional
Use Permit for a Contractor Office/Facility
with Outside storage including vehicles.**

for the approximate 4.569-acre tract of land more particularly described in the attached **Exhibit 'A' Property Description**, incorporated herein.

SECTION 2: The zoning change and conditional use permit as herein established have been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3: The Site Plan and elevations for the Property, attached hereto as Exhibits "B," and incorporated herein, are hereby approved.

SECTION 4: The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in the Site Plan and elevations for the Property, attached hereto as Exhibits "B,". The use of the Property shall be governed by the Base Zoning regulations attached hereto as Exhibit "C," respectively, and incorporated herein, and all other applicable regulations and ordinances of the City. Any further amendments to the permitted standards and regulations regarding the Property or conditional use permit shall require public hearings and approval by the Planning and Zoning Commission and the City Council in compliance with all requirements of Texas Local Government Code Chapter 211.

SECTION 5: The Department of Development Services is hereby instructed to change the one (1) copy of the Zoning District Map on file in the office of the City Secretary and all other copies of maps purporting to be copies of the current Zoning District Map of the City of Weatherford, Texas, to show the changes set forth herein.

SECTION 6: This Ordinance shall be cumulative of all provisions of ordinances and of the City Code, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 7: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9: All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10: The City Secretary is hereby directed to publish in the official newspaper of the City, the caption and penalty clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 11: This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 23RD DAY OF JUNE 2026.

CITY OF WEATHERFORD, TEXAS

Paul Paschall, Mayor

ATTEST:

Andrea McDonald, City Secretary

APPROVED AS TO FORM:

Robert M. Allibon, City Attorney

Exhibit 'A' Property Description

**PROPERTY DESCRIPTION
STATE OF TEXAS §
COUNTY OF PARKER §**

TRACT I:

BEING A 4.001 ACRES TRACT OF LAND OUT OF THE I-1.M. PARRISH SURVEY, ABSTRACT NO. 1867, PARKER COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN TRACT AS DESCRIBED IN DOC.# 201607937, OFFICIAL RECORDS, PARKER COUNTY, TEXAS; BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IOOD NAIL, IN THE NORTH LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN V. 488, P. 332, O.R.P.C.T. AND AT TI-IE SOUTHERNMOST SOUTHEAST CORNER OF SAID DOC.# 201607937, FOR THE SOUTHEAST AND BEGINNING CORNER OF THIS TRACT. WHENCE THE SOUTHWEST CORNER OF THE T & P RR COMPANY SURVEY, SECTION 141 IS CALCULATED TO BEAR N 24°47'59" W 1202.00 FEET.

THENCE S 89°39'28" W 414.96 FEET ALONG SAID V. 488, P. 332 TO A FOUND 1/2" IRON ROD CAPPED, AT TI-IE NORTHWEST CORNER OF SAID V. 488, P. 332, BEING THE NORTHEAST CORNER OF THAT CERTAIN LOT 1, ELKINS ADDITION, PLAT CABINET B, SLIDE 517, PLAT RECORDS, PARKER COUNTY, TEXAS, FOR A CORNER OF THIS TRACT.

THENCE S 89°15'34" W 100.34 FEET ALONG SAID LOT 1, ELKINS ADDITION TO A FOUND 1/2" IRON PIPE, AT THE NORTHWEST CORNER OF SAID LOT 1, AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED INV. 2577, P. 316, O.R.P.C.T., FOR A CORNER OF THIS TRACT.

THENCE N 42°53'59" W 159.24 FEET ALONG SAID V. 2577, P. 316 TO A FOUND 1/2" IRON ROD CAPPED, IN THE CALLED EAST RIGHT OF WAY OF RIC WILLIAMSON HIGHWAY, FOR THE WESTERNMOST CORNER OF THIS TRACT.

THENCE ALONG SAID RIC WILLIAMSON HIGHWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 5300.00 FEET, A CHORD THAT BEARS N 44°58'32" E 291.62 FEET, AN ARC DISTANCE OF 291.65 FEET TO A FOUND 1/2" IRON ROD CAPPED, IN TI-IE CALLED EAST RIGHT OF WAY OF SAID RIC WILLIAMSON HIGHWAY, AT TI-IE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN DOC.# 201623271, O.R.P.C.T., FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE N 89°40'22" E 399.95 FEET TO A 2" STEEL POST, AT TI-IE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN DOC.# 201605534, O.R.P.C.T., FOR A CORNER OF THIS TRACT.

THENCE N 89°29'28" E 21.81 FEET ALONG SAID DOC.# 201605534 TO A SET 1/2" IRON ROD CAPPED, AT THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN DOC.# 201706600, O.R.P.C.T., FOR THE NORTHEAST

CORNER OF THIS TRACT.

THENCE S 00°44'49" W AT 191.67 FEET PASSING A FOUND 100D NAIL AT THE SOUTHWEST CORNER OF SAID DOC.# 201706600 AND IN ALL 321.67 FEET TO THE POINT OF BEGINNING.

TRACT 3:

BEING A 0.592 ACRES TRACT OF LAND OUT OF THE H.M. PARRISH SURVEY, ABSTRACT NO. 1867, PARKER COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN TRACT AS DESCRIBED IN DOCUMENT# 201706600, OFFICIAL PUBLIC RECORDS, PARKER COUNTY, TEXAS; BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A FOUND 1" IRON PIPE, AT THE SOUTHEAST CORNER OF THAT

CERTAIN TRACT OF LAND AS DESCRIBED IN DOC.# 201611555, O.P.R.P.C.T. AT THE NORTHEAST CORNER OF SAID DOC.# 201706600 AND IN THE CALLED WEST RIGHT OF WAY OF ZION HILL ROAD, FORT-IE NORTHEAST AND BEGINNING CORNER OF THIS TRACT. WHENCE THE SOUTHWEST CORNER OF THE T & P RR COMPANY

SURVEY, SECTION 141 IS CALCULATED TO BEAR N 44°42'19" W 1079.55 FEET.

THENCE S 00°40'55" W 102.98 FEET ALONG SAID ZION HILL ROAD AND THE EAST LINE OF SAID DOC.#201706600 TO A SET 1/2" IRON ROD CAPPED "TEXAS

SURVEYING, INC.", FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE S 89°34' 49" W 251.17 FEET OVER AND ACROSS SAID DOC.# 201706600 TO A SET 1/2" IRON ROD CAPPED "TEXAS SURVEYING, INC.", IN THE WEST LINE OF SAID DOC.# 201706600, FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N 00°44'49" E 102.59 FEET ALONG THE WEST LINE OF SAID DOC.#

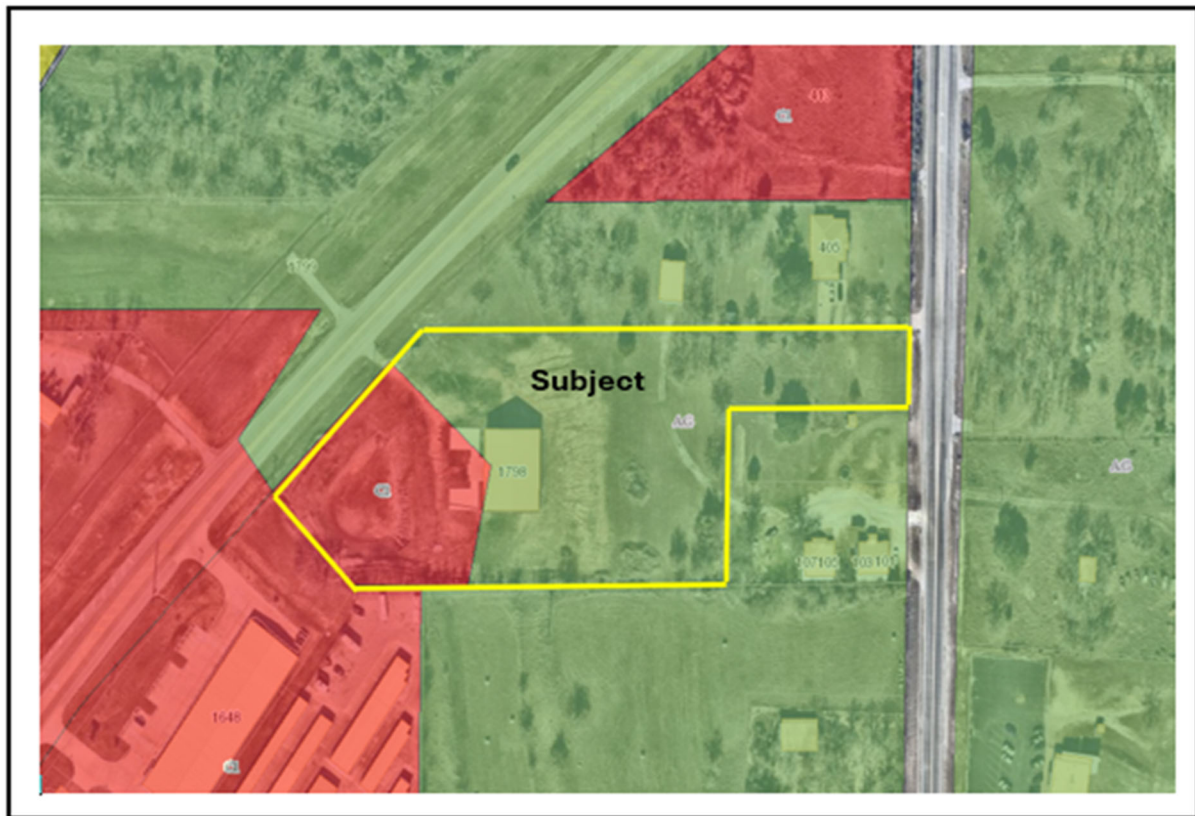
201706600 TO A SET 1/2" IRON ROD CAPPED "TEXAS SURVEYING, INC." IN THE

SOUTH LINE OF SAID DOC.# 201611555, FOR THE NORTHWEST CORNER OF THIS

TRACT.

THENCE N 89°29'28" E 251.06 FEET ALONG SAID DOC.# 201611555 TO THE POINT BEGINNING.

Zoning Map

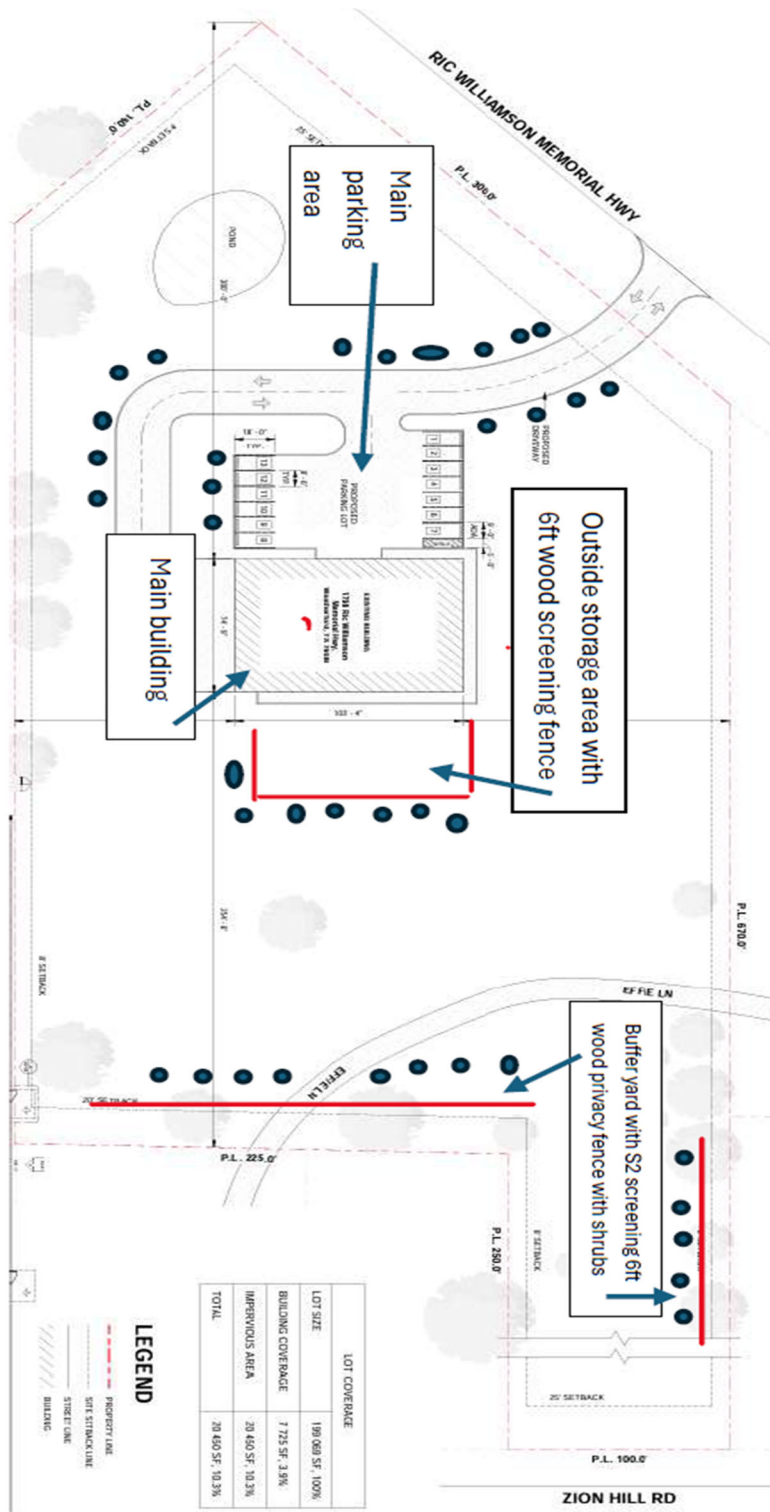


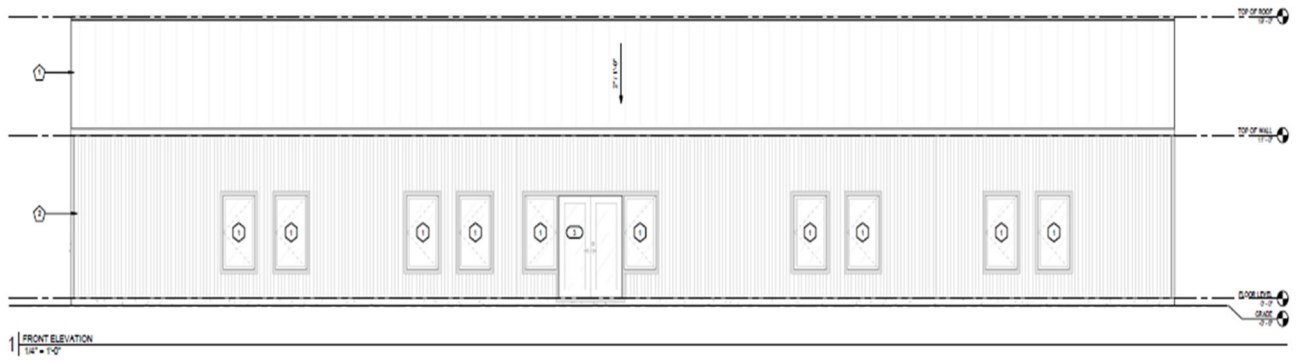
Zoning Districts	AG Agricultural
	C1 General Commercial
	C2 Interstate Commercial
	C3 Heavy Commercial
	CBD Central Business District
	CN Central Neighborhood
	I Industrial
	PD Planned Development
	R1 One-Family Residential
	R2 Two-Family Residential
	R3 Multifamily Residential
	RE Residential Estate
	RL Residential Lake Lot
	SF 7.5 Single-Family 7.5 Residential
	SF 8.5 Single-Family 8.5 Residential

1798 NW Ric
Williamson



Exhibit 'B' Proposed Site Plan and Elevations





KEYNOTE LEGEND

- 1. STEEL FRAMED ROOF
- 2. STEEL FRAMED WALL



KEYNOTE LEGEND

- 1. STEEL FRAMED ROOF
- 2. STEEL FRAMED WALL

Exhibit 'C' Base (C1) General Commercial Zoning Regulations

SEC. 12-3-302 "C1" GENERAL COMMERCIAL

Contents of Section:

- A. Purpose.
- B. Permitted Uses.
- C. Special Uses.
- D. Conditional Uses.
- E. Design Standards.

A. Purpose. The General Commercial (C1) district is intended to accommodate commercial uses with a neighborhood or citywide trade area as well as a range of civic and institutional uses, located predominantly along the city's arterial thoroughfares. In the General Commercial district, no building or premises shall be used, configured, erected, or altered except in conformity with the following use, area, and height regulations. This district is used in areas designated in the General Plan as Community Commercial (CC), Employment Mix (EM), Entertainment Center (EC), Professional Campus (PC), and Urban Living (UL).

B. Permitted Uses.

Permitted Uses		
A-B	C-G	H-Z
<i>Accessory Building/Structure</i> <i>Accessory Outside Display</i> – against or within 15 feet of building <i>Amusement, Commercial - indoor</i> <i>Appliance Repair/</i> Small Engine, Saw Filing, Mower Sharpening (No outside storage) <i>Artisan Manufacturing/Small-scale Production</i>	<i>Catering Service</i> <i>Civic/Community Center</i> <i>Civic Club, Halls, and Lodges</i> <i>Containers (shipping) or Metal/Modular Pods</i> – for accessory storage for an allowed use, not occupying required parking or encroaching on required setbacks, and screened or not visible from any adjacent right-of-way <i>Contractor Office/Facility</i> —no outside storage including vehicles <i>Day Care</i> <i>Domestic Animal Services</i> – indoor only <i>Drinking Establishment</i> <i>Eating Establishment/Restaurant</i> – with dine-in or thru service	<i>Hospital</i> <i>Medical Office</i> <i>Office</i> <i>Other Accessory Outside Display</i> – not on right of way or in required parking, less than 36 sq. ft. in area <i>Religious Institution</i> <i>School</i> – college or university <i>School</i> – K-12

Permitted Uses (continued)		
A-B	C-G	H-Z
	<i>Emergency/Urgent Care, Ambulance Services/EMS</i> <i>Exhibition Hall</i> <i>Financial Institution</i> <i>Food Truck</i> <i>General Retail</i> <i>Government Building or Use</i> <i>Gym/Health Club/Martial Arts</i>	

C. Special Uses.

Special Uses		
A-B	C-E	F-Z
<i>Bed and Breakfast Inn</i>	<i>Concrete or Asphalt Mixing/Batching Plant – temporary</i>	<i>Food Truck Court – more than one (1)</i>

D. Conditional Uses.

Conditional Uses		
A-C	D-M	N-Z
<i>Airport/Heliport</i> <i>Alternative Financial Institution (ref Section E.3 Below)</i> <i>Assisted Living/Nursing Facility</i> <i>Auction House – no auto, livestock</i> <i>Amusement, Commercial - outdoor</i> <i>Auto Accessories/Auto Parts Store</i> <i>Auto Quick Lube/Oil Change/State Vehicle Inspection</i>	<i>Dance Hall/Dancing Facility</i> <i>Domestic Animal Services – indoor kennels, outdoor activity</i> <i>Feed and Grain Store/Farm Supply Store</i> <i>Fueling Station</i> <i>Funeral Home, Mortuary, Crematory</i> <i>Golf Course</i> <i>Home Improvement Center w/hardware, building materials, outside storage</i>	<i>Natural Gas Compressor Station</i> <i>Off-highway Vehicle (OHV) Sales/Service</i> <i>Outdoor Sales as a Primary Use</i> <i>Parking Lot or Garage</i> <i>Pawn Shop</i> <i>Portable Building Sales</i> <i>Publishing and Printing Company</i>

Conditional Uses (continued)		
A-C	D-M	N-Z
Auto Rental	Hotel/Motel (ref. Section E.3 below)	Recreational Vehicle (RV) Storage
Auto Repair	Institution for Alcoholic, Narcotic, or Psychiatric Patients	Rehabilitation Care Facility – halfway house
Auto Sales and Service	Kiosk	Shelter/Care Facility
Auto Wash (ref. Section E.3 below)	Liquor Store greater than 5,000 sq.ft	Tattoo or Body Piercing Studio
Bail Bonds	Market, Open Air	Taxidermist
Building Material Sales/Lumber Yard	Mini-Warehouse/Self Storage – non-occupied except for storage (ref. Section E.3 below)	Tool and Machinery Rental – with outdoor storage
Caretaker's/Security Guard Residence	Motorcycle, Boat, or Personal Watercraft Sales and Repair	Tower – radio, television, and communications
Cemetery and/or Mausoleum		Utility Use except as allowed by State Law.
Contractor Office/Facility - w/outside storage including vehicles		Wedding Chapel

E. Design Standards

1. Height Regulations.

- No structure shall exceed 45 feet in height for the main building.

2. Area Regulations.

a. Front Yard.

- In all locations where building lines, setback lines, or front yard lines are shown on recorded plats, the minimum setback or front yard shall be as shown on the plat.
- In all other locations, the minimum front yard setback shall be 25 feet.
- No accessory structures shall be located in front yards.

b. Side Yard.

- In all locations where building lines, or side lines on corner lots, are shown on recorded plats, the minimum side yard shall be as shown on the plat.
- In all other locations, there shall be a side yard on each side of the structures of no less than 5 feet in width. Except when retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site (i.e., lots/lease spaces abutting one another), no side yard is required provided it complies with the building code.
- Corner lots shall have a side yard on the street side of the structure of no less than 20 feet.

c. Rear Yard.

1. There shall be a rear yard with a depth of not less than 10 feet for the main building.

d. *Lot Area.*

1. Lot area—None specified.
2. Minimum lot width—None specified.
3. Minimum lot depth—None specified.

3. *Supplemental Conditional Use Standards*

- a. *Auto Wash.* Shall not be authorized within a two (2) mile radius of a pre-existing auto or truck wash.
- b. *Mini-Warehouse/Self Storage*
 1. Shall not be authorized within a three (3) mile radius of a pre-existing Mini-Warehouse/Self storage facility
 2. Sixty (60) percent of the units must be temperature controlled with air-conditioning and heating
 3. Shall have a minimum lot size of two (2) acres.
- c. *Hotel/Motel*
 1. All rooms shall have internal entry only, no individual outside entry into rooms.
 2. Shall be a minimum of two (2) stories in height.
- d. *Alternative Financial Institution.* Due consideration should be given to prevent the over-proliferation of such uses.

**Zoning Map Amendment / General Plan
Amendment / Conditional Use Permit**

1798 NW Ric Williamson

Applicant: Shane Kuehler

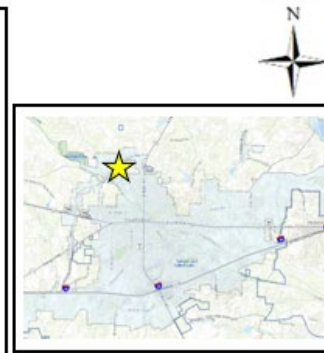
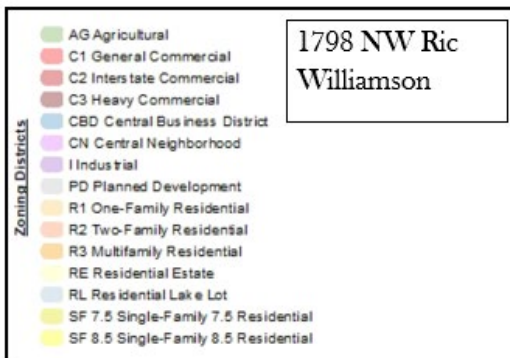
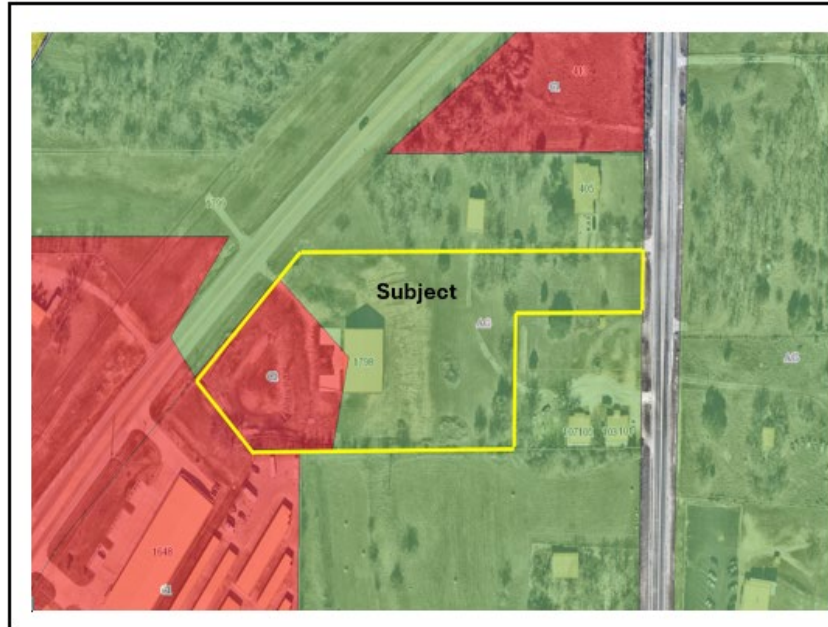
City Council



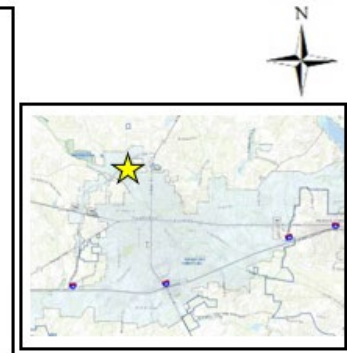
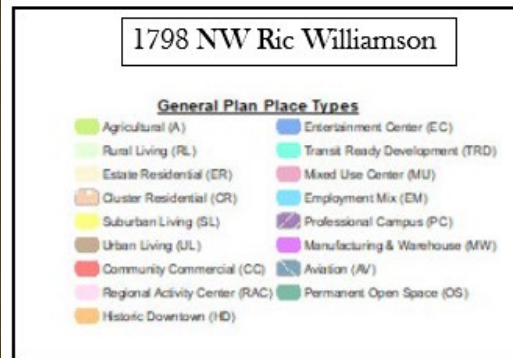
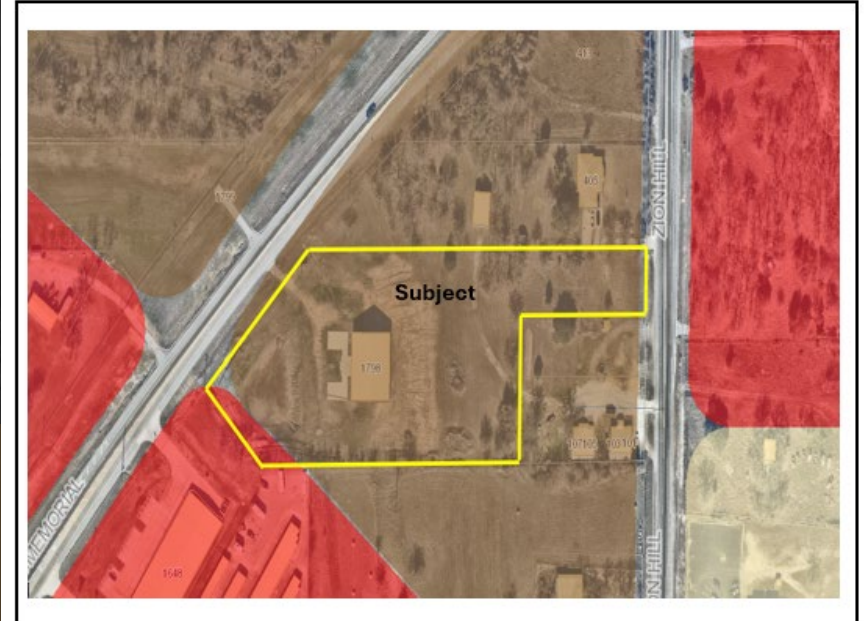
Applicant Request

- 4.569 - acre tract
- Current Zoning: AG Agriculture / C1 General Commercial
- General Plan: Estate Residential
- Proposed Zoning: C1 General Commercial
- Proposed General Plan: Community Commercial

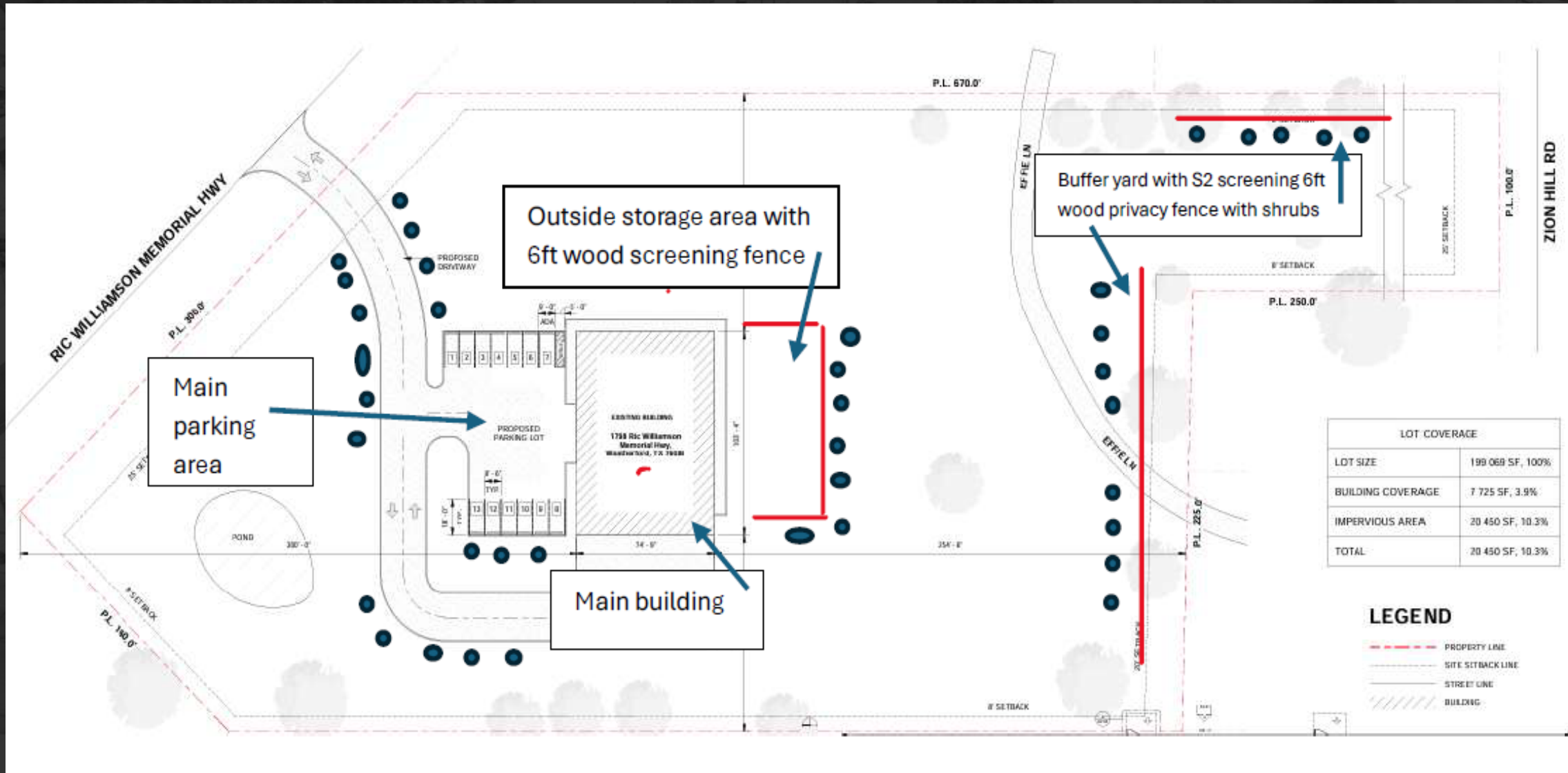
Zoning Map



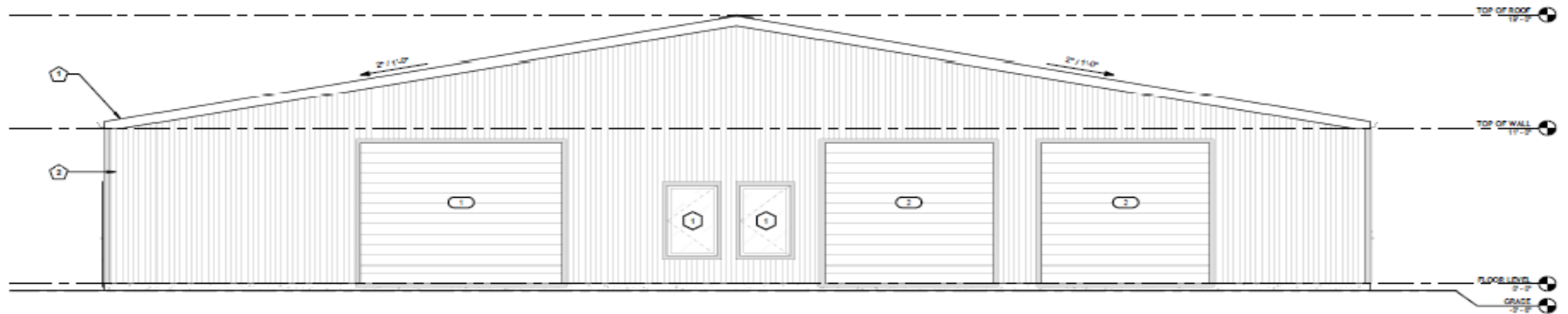
General Plan Map



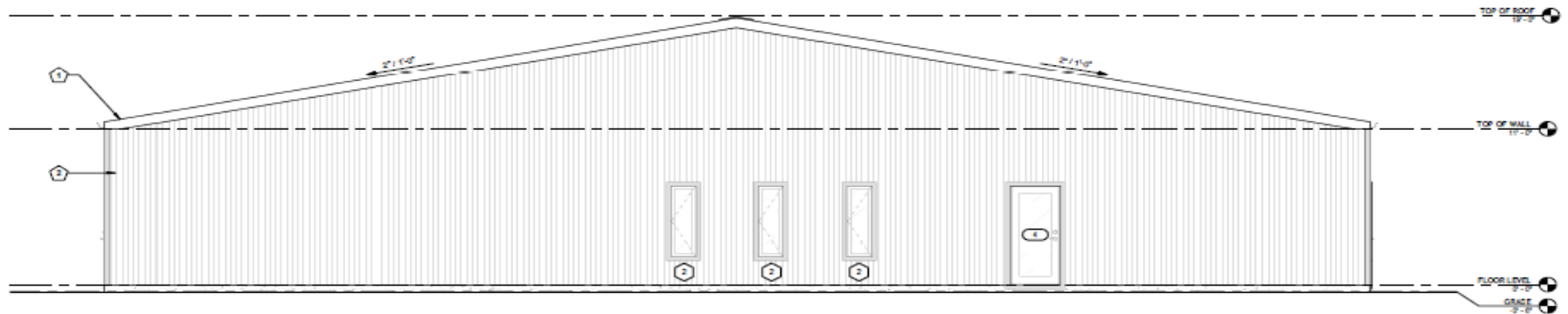
Proposed Site Plan



Proposed Elevations



1 | RIGHT ELEVATION
1/4" = 1'-0"

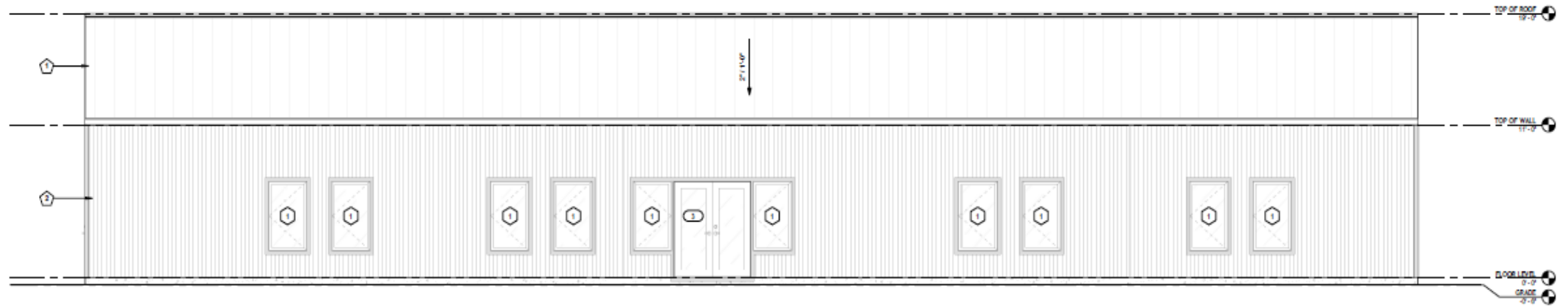


2 | LEFT ELEVATION
1/4" = 1'-0"

KEYNOTE LEGEND

- 1. STEEL FRAMED ROOF
- 2. STEEL FRAMED WALL

Proposed Elevations



1 FRONT ELEVATION
1/4" = 1'-0"



2 REAR ELEVATION
1/4" = 1'-0"

KEYNOTE LEGEND

- 1. STEEL FRAMED ROOF
- 2. STEEL FRAMED WALL

Options

Staff recommends approval of the General Map, Zoning Map Amendment, and conditional use permit based on the following conditions:

1 Approve of the Zoning Map, General Map Amendment, and conditional use permit.



1. Temporary signs and pole signs shall not be permitted on the property.

2 Disapprove of the Zoning Map, General Map Amendment, and conditional use permit.



Weatherford City Council

AGENDA REPORT

Meeting Date: June 23, 2026

Item Number: 2026-906-AR

Staff Contact: James Hotopp, City Manager

Phone: 817-598-4016

SUBJECT: Consider Resolution R2026-13 supporting the appointment of the Parker County Judge as the primary representative for the Parker/Wise County cluster on the Regional Transportation Council of the North Central Texas Council of Governments.

BACKGROUND/DISCUSSION

The Regional Transportation Council (RTC) is the independent policy body of the Metropolitan Planning Organization (MPO). The RTC is made up of forty-four (44) elected and appointed officials from within the MPO boundaries. The bylaws of the Regional Transportation Council (RTC) state only elected county officials are eligible to hold a membership seat on the RTC. Parker County and the cities of Weatherford, Mineral Wells, Willow Park, and Aledo and Wise County, and the cities of Decatur and Bridgeport are clustered together to form one membership seat on the RTC. Our membership seat is selected based on a weighted percentage of population. The selected member will serve a two year term. RTC bylaws require a rotation of the primary seat to ensure adequate representation of all entities. The Wise County Judge served as the primary member for the 2024-2026 term. Weatherford and Parker County are partnering on interstate improvements to establish continuous frontage roads in Weatherford. In addition, the two agencies are partnering on the design of additional ramps and throughfare expansions. These transportation projects are necessary to allow for the expansion of I-20 in the future. Due to the critical nature of these projects, maintaining the current representation at the RTC will help secure the construction funding of these projects.

Staff recommends adoption of the attached Resolution R2026-13 which formally supports Parker County Judge Pat Deen to serve in that primary membership seat, as well as Wise County Judge JD Clark to serve as an alternate representative.

FINANCIAL IMPACT

None.

SUGGESTED ACTION

Staff recommends approval of Resolution R2026-13.

ATTACHMENTS

- [R2026-13](#)
- [Perimeter County Cluster Membership Table](#)
- [Parker and Wise Co Cluster Group_2026](#)
- [RTC Attendance Roster](#)

RESOLUTION R2026-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEATHERFORD, TEXAS, SUPPORTING THE APPOINTMENT OF THE PARKER COUNTY JUDGE AS THE PRIMARY REPRESENTATIVE AND THE WISE COUNTY JUDGE AS THE ALTERNATE REPRESENTATIVE FOR THE PARKER/WISE COUNTY CLUSTER ON THE REGIONAL TRANSPORTATION COUNCIL.

WHEREAS, the Regional Transportation Council (RTC) is the policy body for the Metropolitan Planning Organization and is responsible for the direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program of the North Central Texas Council of Governments; and

WHEREAS, the Bylaws and Operating Procedures of the RTC stipulate that Parker County, and the cities of Weatherford, Mineral Wells, Willow Park, and Aledo, along with Wise County, and the cities of Decatur and Bridgeport are clustered together to form one membership seat on the RTC; and

WHEREAS, the Bylaws and Operating Procedures of the RTC stipulate that the voting member for this cluster must be from a county; and

WHEREAS, the City of Weatherford finds that it is in the best interest of the citizens of Weatherford to support the appointment of the Parker County Judge as the primary representative for the Parker/Wise County cluster on the RTC for the next two years.

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

The City Council of the City of Weatherford hereby expresses its support for the appointment of the Parker County Judge as the primary representative and the Wise County Judge as the alternate representative for the Parker/Wise County cluster on the Regional Transportation Council.

PASSED AND APPROVED ON THIS 23RD DAY OF JUNE 2026.

CITY OF WEATHERFORD, TEXAS

Paul Paschall, Mayor

ATTEST:

Andrea McDonald, City Secretary

PERIMETER COUNTIES REPRESENTATION OVER PRECEDING 10 YEARS

Perimeter County Cluster	Rotation of Seat Based on Population (RTC Bylaws Revision 2022)	% of Seat Last 10 Years (July 2014-June 2024)
Johnson/Hood	Johnson - 70% Hood - 30%	<u>Primary:</u> Johnson - 100% Hood - 0% <u>Alternate:</u> Johnson - 0% Hood - 100%
Parker/Wise	Parker - 70% Wise - 30%	<u>Primary:</u> Parker - 80% Wise - 20% <u>Alternate:</u> Parker - 60% Wise - 20% Vacant - 20%
Ellis/Kaufman	Ellis - 50% Kaufman - 50%	<u>Primary:</u> Ellis - 100% Kaufman - 0% <u>Alternate:</u> Ellis - 0% Kaufman - 100%
Rockwall/Hunt	Rockwall - 50% Hunt - 50%	<u>Primary:</u> Rockwall - 100% Hunt - 0% <u>Alternate:</u> Rockwall - 0% Hunt - 100%



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

May 29, 2026

The Honorable J.D. Clark
County Judge
Wise County
PO Box 393
Decatur, TX 76234

The Honorable Pat Deen
County Judge
Parker County
1 Courthouse Square
Weatherford, TX 76086

The Honorable Regan Johnson
Mayor
City of Mineral Wells
PO Box 460
Mineral Wells, TX 76068

The Honorable Mike McQuiston
Mayor
City of Decatur
PO Box 1299
Decatur, TX 76234

The Honorable Randy Singleton
Mayor
City of Bridgeport
900 Thompson Street
Bridgeport, TX 76426

The Honorable Paul Paschall
Mayor
City of Weatherford
PO Box 255
Weatherford, TX 76086

The Honorable Shane Davis
Mayor
City of Aledo
PO Box 1
Aledo, TX 76008

The Honorable Teresa Palmer
Mayor
City of Willow Park
120 El Chico Trail, Suite A
Willow Park, TX 76087

Dear Judges Clark and Deen and Mayors Johnson, McQuiston, Singleton, Paschall, Davis, and Palmer:

The purpose of this correspondence is to request Regional Transportation Council (RTC) cluster membership appointments for the 2026-2028 term. The Bylaws state that the counties and cities over 30,000 in population ("eligible cities") are eligible to hold the RTC membership seat for the cluster, and the counties shall rotate the seat among the counties over a 10-year period in rough proportion to the seat as follows: **the Parker/Wise County seat shall rotate on a 70/30 basis.** Based on this, the primary or alternate seats for your group may be held by a representative from Wise County, Parker County, or the City of Weatherford. The county in which an eligible city appointed to hold the seat is located shall be used to determine whether the rotation requirement is met.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council is provided a primary member and permitted an alternate member. Parker County and the Cities of Weatherford, Mineral Wells, Willow Park, and Aledo and Wise County and the Cities of Decatur and Bridgeport share a seat on the

Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities and counties shall be selected by the county judges using a weighted vote of the maximum population or employment of the counties represented, and the person selected shall serve a two-year term beginning in July of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures based on the demographic numbers from the last Bylaws is attached.

Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, 4) the critical nature of a particular issue or project and its impact on an entity within the cluster, or 5) the overall success of the RTC and its importance in the region.

As you know, each seat on the Regional Transportation Council is provided a primary member and permitted an alternate member. Your current RTC primary representative is Pat Deen, County Judge, Parker County. Your alternate seat is vacant. Cluster group members serve a two-year term beginning in July of even-numbered years. You may choose to keep your current primary representative or appoint a new primary representative and/or alternate representative. In determining the appointments for the next two years, please review the above guidelines to decide whether it is appropriate to rotate the seat. **All appointments, whether a reappointment or new appointment, require written confirmation from both counties and must be received by June 30, 2026.** Per the RTC Bylaws, the new two-year terms begin in July.

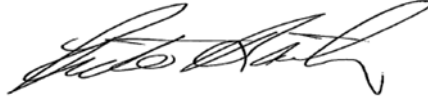
Please email (VPruitt-Jenkins@nctcog.org), mail (P.O. Box 5888, Arlington, TX 76005-5888), or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designations must be confirmed in writing by both Wise and Parker Counties. Once the appointments have been determined by NCTCOG staff, confirmation of the primary and/or alternate member(s) will be provided to your group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

May 29, 2026

Please contact Vercie Pruitt-Jenkins at VPruitt-Jenkins@nctcog.org or 817/608-2325 if you have any questions. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Bailey', written in a cursive style.

Rick Bailey, Chair
Regional Transportation Council
Commissioner, Johnson County

VPJ

Enclosure

cc: Lila Deakle, County Clerk, Parker County
Candice Edmondson, City Manager, City of Aledo
Michelle Guelker, Interim City Manager, City of Willow Park
James Hotopp, City Manager, City of Weatherford
Nate Mara, City Manager, City of Decatur
Mike Murray, City Manager, City of Bridgeport
Blanca Tuma, County Clerk/Local Registrar, Wise County
Jason Weeks, City Manager, City of Mineral Wells

Regional Transportation Council Attendance Roster
March 2025 - March 2026

RTC MEMBER	Entity	3/13/25	4/10/25	6/12/25	7/10/25	8/7/25	9/11/25	10/9/25	11/13/25	12/11/25	1/8/26	2/12/26	3/12/26
Daniel Alemán Jr (01/22)	Mesquite	P	P	P	P	P	P	P	P	P	P	P	E(R)
Arfsten, Bruce (07/23)	Addison	P	P	P	P	P	P	P	P	E(R)	P	P	P
Steve Babick (06/22)	Carrollton	P	E(R)	P	P	P	P	P	P	P	P	P	E(R)
Rick Bailey (07/22)	Johnson County	P	P	P	P	P	P	P	P	P	P	P	P
Elizabeth M. Beck (08/21)	Fort Worth	P	P	A	P	A	A	A	P	P	P	P	P
Curtis Bergthold (07/25)	Richland Hills	--	--	--	P	P	P	P	P	P	P	P	P
Alan Blaylock (03/23)	Fort Worth	P	P	P	P	P	P	P	P	P	P	E(R)	P
Lorie Blair (10/25)	Dallas	--	--	--	--	--	--	P	P	P	E(R)	P	A
Randall Bryant (11/25)	DART	--	--	--	--	--	--	--	P	P	P	P	P
Ceason Clemens (10/22)	TxDOT, Dallas	P	P	P	P	P	P	E(R)	P	P	P	E(R)	P
Bill Cox (07/25)	McKinney	--	--	--	P	P	E(R)	P	P	P	P	E(R)	P
Michael Crain (06/22)	Fort Worth	P	E	E(R)	P	A	E	P	A	P	P	P	P
Theresa Daniel (11/18)	Dallas County	P	P	A	E	E	P	P	P	P	P	P	P
Jeff Davis (11/19)	Trinity Metro	P	P	A	P	P	P	E	P	P	P	P	P
Pat Deen (07/24)	Parker	E	P	P	P	P	P	P	P	P	A	P	E
Andy Eads (1/09)	Denton County	P	P	P	P	P	P	E	P	P	P	P	P
Michael Evans (2/23)	Mansfield	P	P	E	P	A	P	P	P	P	P	E	P
Carlos Flores (07/25)	Fort Worth	--	--	--	A	P	E	P	P	P	P	P	P
T.J. Gilmore (06/25)	Lewisville	--	--	A	P	P	P	P	P	P	P	P	P
Raul H. Gonzalez (09/21)	Arlington	P	P	P	P	P	E(R)	P	P	P	P	P	P
Lane Grayson (01/19)	Ellis County	P	P	E	P	P	P	A	P	E	P	A	A
Mojoy Haddad (10/14)	NTTA	P	P	A	P	P	A	P	P	P	P	P	P
Angela Hunt (02/26)	DFW Airport	--	--	--	--	--	--	--	--	--	--	P	P
Clay Lewis Jenkins (04/11)	Dallas County	P	P	P	A(R)	E	P	P	P	P	P	E(R)	P
Ron Jensen (06/13)	Grand Prairie	P	P	P	P	E(R)	P	E(R)	P	E(R)	P	E(R)	P
Jill Jester (08/24)	Denton	E	P	P	P	P	P	E	P	P	P	E(R)	P
Matt Krause (01/25)	Tarrant County	E	P	E	P	P	P	E	E(R)	P	P	P	P
Stephen Mason (05/24)	Cedar Hill	P	P	P	P	P	P	P	P	P	P	P	P
Cara Mendelsohn (07/20)	Dallas	P	P	P	P	P	P	P	P	P	P	P	A(R)
Cesar Molina (08/24)	DCTA	P	P	A	P	A	P	P	P	P	P	P	P
Jesse Moreno (07/24)	City of Dallas	A	P	P	P	P	P	A	P	E(R)	P	P	E
Ed Moore (07/22)	Garland	P	P	P	P	P	P	P	P	P	P	P	P
Matthew Porter (07/24)	Wylie	P	P	P	P	P	P	P	P	P	P	E(R)	P
John Muns (6/23)	Plano	P	P	P	A(R)	P	P	P	P	P	P	P	P
Manny Ramirez (1/23)	Tarrant County	P	E	P	E	P	A	P	E	E	E	P	P
Paul Ridley (10/25)	Dallas	--	--	--	--	--	--	P	P	P	P	P	P

P= Present
A= Absent
R=Represented by Alternate
--= Not yet appointed

E= Excused Absence (personal illness, family emergency,
jury duty, business necessity, or fulfillment
of obligation arising out of elected service)

Regional Transportation Council Attendance Roster
March 2025 - March 2026

RTC MEMBER	Entity	3/13/25	4/10/25	6/12/25	7/10/25	8/7/25	9/11/25	10/9/25	11/13/25	12/11/25	1/8/26	2/12/26	3/12/26
Jim R. Ross (07/21)	Arlington	P	P	P	P	P	P	P	P	P	P	P	P
David Salazar (10/22)	TxDOT, FW	P	P	P	P	P	E(R)	P	P	P	P	P	E(R)
Kathy Stewart (10/25)	Dallas	--	--	--	--	--	--	A(R)	P	P	P	P	P
Bobby Stovall (07/24)	Hunt County	P	P	P	P	P	P	P	E	E(R)	P	P	P
Burt Thakur (08/25)	Frisco	--	--	--	--	P	P	P	P	P	P	P	P
Jeremy Tompkins (10/19)	Euless	P	E(R)	P	P	P	P	P	P	P	P	P	P
William Tsao (3/17)	Dallas	P	P	P	A	P	P	P	P	P	P	P	E
Webb, Dennis (08/25)	Irving	--	--	--	--	P	P	P	E	E	P	E	P
Webb, Duncan (6/11)	Collin County	P	P	P	P	P	P	P	P	P	P	P	P

Note: Date in parenthesis indicates when member was 1st eligible to attend RTC meetings

P= Present
A= Absent
R=Represented by Alternate
--= Not yet appointed

E= Excused Absence (personal illness, family emergency,
jury duty, business necessity, or fulfillment
of obligation arising out of elected service)