



**City of Azle
Regular Meeting Agenda
City Council**

505 W. Main Street
Azle, Texas 76020

October 18, 2022

6:00 PM

Council Chambers

Pursuant to Section 551.071 of the Texas Government Code, the Council may convene into Executive Session(s) from time to time as deemed necessary during the meeting for any posted agenda item and may receive advice from its attorney as permitted by law.

CALL TO ORDER

INVOCATION

The City of Azle is accepting volunteers from all Religions and Denominations to provide the invocation at the beginning of the City Council meeting. If you are interested in giving the invocation at a future meeting, please call the city secretary's office at 817-444-7101 or email: yforgey@cityofazle.org

Steve Sandfort – Senior Pastor of The Edge Church

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

This is an opportunity for the public to address the City Council on posted agenda items or non-agenda items. In order to address the Council, please complete a Speaker's Request Form and submit to the City Secretary prior to the start of the council meeting. All comments must be directed to the Presiding Officer, rather than an individual council member or city staff. All speakers must refrain from personal attacks toward any individual. Comments are limited to three (3) minutes and must pertain to the subject matter listed on the Speaker's Request Form. Speakers requiring the assistance of a translator shall be provided four (4) minutes. Council may not comment publicly on non-agenda items, but may direct the City Manager to resolve the matter or request the matter be placed on a future agenda. Public comments regarding non-agenda items shall not include any "deliberation" as defined by Chapter 551 of the Government Code, as now or hereafter amended. If you have a subject that may require City Council action, you may obtain a form from the City Secretary and request the item be placed on a future agenda.

PRESENTATIONS

1. Eagle Scout Project Presentation - Hunter Morgan
Tom Muir, City Manager
2. Community Waste Disposal's presentation of the STAR awards to the City
Tom Muir, City Manager
3. Department Presentation - Water/Wastewater/Utility/Garage.
Rick White, Public Services Director

ACTION ITEMS

4. Consider and take action approving the minutes of the September 20, 2022 regular meeting.
Yael Forgey, City Secretary
5. Consider any action approving the annual re-appointments to the Boards and Commissions.
Yael Forgey, City Secretary
6. Consider any action on Ordinance No. 2022-26 reauthorizing updated service credits and providing for an increase to the employee contribution rate associated with the City's employee retirement benefit plan with the Texas Municipal Retirement System.
Lawrence Bryant, Assistant City Manager

7. Consider any action on Resolution No. 2022-18 supporting “Azle Christmas on Main Street,” providing Police and Fire assistance, supporting the closure of Main Street and waiving all applicable fees.

Tom Muir, City Manager

8. Consider any action authorizing the City Manager to execute an agreement with Texas Municipal League Health Benefits Pool to provide employee health insurance.

Cat Schlueter, HR Manager

9. Consider any action authorizing the City Manager to execute agreements for group dental coverage and term life/disability coverage with Humana and SunLife Assurance Company, respectively.

Cat Schlueter, HR Manager

10. Consider any action authorizing the City Manager to execute an interlocal agreement with the Tarrant County Emergency Service District No. 1 for Fire/EMS services.

Thomas Scott, Fire Chief

11. Consider any action authorizing the City Manager to execute an agreement with Tarrant County Fire Alarm for Fire/EMS dispatch services.

Thomas Scott, Fire Chief

12. Consider any action approving amendments to the Chapter 380 and Economic Development Performance Agreement with Gary Shelton and Azle Management Partners, LP.

Tom Muir, City Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

• 551.074 PERSONNEL MATTERS

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

EXECUTIVE SESSION ACTION

13. Take action on any items pursuant to the executive session

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on October, 14 2022, at the City’s official bulletin board and is readily accessible to the public at all times in accordance with V.T.C.A. Chapter 551, Texas Government Code.



**Yael Forgey,
City Secretary**

This facility is wheelchair accessible and handicapped parking spaces are available. Auxiliary aids and services are available to a person when

necessary to afford an equal opportunity to participate in city functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight hours prior to the scheduled starting time by calling the City Secretary's Office at 817-444-7101. Complete City Council agenda packet is available for review at the City Secretary's Office and on our website www.cityofazle.org.



Presenter: Tom Muir, City Manager

Agenda Item: Eagle Scout Project Presentation - Hunter Morgan

Background and Explanation:

Hunter Morgan, with Boy Scout Troop 147, is pursuing his Eagle Scout rank. One of the requirements needed to attain this rank is the performance of a community project. Mr. Morgan chose to create a flag receptacle box to enable citizens to bring their worn, tattered flags and place them in the box. Troop 147 members will periodically retrieve and properly dispose the flags. Mr. Morgan will present the box to the Council.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

None



Presenter: Tom Muir, City Manager

Agenda Item: Community Waste Disposal's presentation of the STAR awards to the City

Background and Explanation:

Community Waste Disposal (CWD) will present the State of Texas Alliance for Recycling (STAR) awards received by the city.

- Volunteer of the Year - received by Mayor Alan Brundrett for his volunteer efforts with Servolution's Good Neighbors Program, help at the city cleanup events, involvement with the re-mixed paint program, and his commitment and involvement with the Azle Chamber of Commerce.
- Honorable Mention for the Superior Material Recovery Award for the City of Azle and Servolution Network for the city cleanups, residents and Servolution using re-mixed paint to help beautify the community, and re-mixed paint used to line the football and other youth sports fields.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

None



Presenter: Yael Forgey, City Secretary

Agenda Item: Consider and take action approving the minutes of the September 20, 2022 regular meeting.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Minutes-09-20-2022



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

September 20, 2022

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:02 PM.

Members Present:

Mayor Alan Brundrett
Mayor Pro Tem Randa Goode
Councilmember Stacy Peek
Councilmember Derrick Nelson
Councilmember Amy Estes
Councilmember Rouel Rothenberger
Councilmember Brian Conner

Staff Present:

Tom Muir City Manager
Lawrence Bryant Assistant City Manager
Yael Forgey City Secretary
Susie Hiles Assistant to the City Manager
Cara White City Attorney
Renita Bishop Finance Director
Jimmy Duvall Streets and Stormwater Superintendent
David Hawkins Director of Planning and Development
Will Scott Fire Chief
Lee Godbold Assistant Fire Chief

INVOCATION

Paul Collins of Son Shine Ministries gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance

PUBLIC PARTICIPATION

None.

PRESENTATIONS

1. Department Presentation - Streets and Stormwater.

Mayor Brundrett recognized Streets and Stormwater Superintendent Jimmy Duvall who gave an overview of the past year's activities of the Streets and Stormwater Department.

ACTION ITEMS

2. Consider any action approving the minutes of the September 6, 2022 Regular Meeting

Councilmember Estes moved to approve the minutes of the September 6, 2022 Regular Meeting as presented. Councilmember Rothenberger seconded the motion.

Yes: (7) Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Rouel Rothenberger, Brian Conner

3. Consider any action on Resolution No. 2022-16 approving the Investment Policy.

Councilmember Rothenberger moved to approve Resolution No. 2022-16 approving the Investment Policy as presented. Councilmember Nelson seconded the motion.

Yes: (7) Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Rouel Rothenberger, Brian Conner

4. Consider any action on Resolution No. 2022-17 denying Oncor Electric Delivery Company LLC's application to change rates within the city.

Councilmember Nelson moved to approve Resolution No. 2022-17 denying Oncor Electric Delivery Company LLC's application to change rates within the city, as presented. Mayor Pro Tem Goode seconded the motion.

Yes: (7) Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Rouel Rothenberger, Brian Conner

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

City Manager Muir stated there are several items requested by the council that have not yet been addressed.

- Tree Ordinance - will be discussed at the 10-18-2022 meeting.
- Sign Ordinance - will be discussed in November.
- The other items are tied to our Comprehensive Master Plan which will be reviewed this coming year

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- Mayor Brundrett received the Texas Alliance for Recycling (STAR) award for Volunteer of the year.
- The City of Azle received Honorable Mention for Superior Material Recovery from STAR.
- Azle Municipal Court received the Texas Municipal Traffic Safety Initiatives (MTSI) Traffic Safety Award from the Texas Municipal Courts Education Center (TMCEC).
- 09-30-2022 - CWD Driver Appreciation lunch at El Paseo.
- 10-04-2022 - National Night Out - Central Park - No council meeting that day.
- Splash Pad - is currently closed, but hope to have it open by the weekend.

EXECUTIVE SESSION

Mayor Brundrett convened to Executive Session at 6:21 PM.

- 5. SECTION 551.087 – DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS**
Discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations for property located at 1000 Boyd Rd.

Mayor Brundrett reconvened to open meeting at 6:35 PM.

EXECUTIVE SESSION ACTION

- 6. Consider any action authorizing the execution of a 380 agreement with Hornets Plaza, LLC.**

Councilmember Conner moved to authorize City Manager Muir to finalize and execute a 380 agreement with Hornets Plaza, LLC as presented. Councilmember Rothenberger seconded the motion.

Yes: (7) Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek,
Rouel Rothenberger, Brian Conner

ADJOURNMENT

Mayor Brundrett adjourned at 6:38 PM

Presented and approved on 10-18-2022

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



Presenter: Yael Forgey, City Secretary

Agenda Item: Consider any action approving the annual re-appointments to the Boards and Commissions.

Background and Explanation:

The City Council considers annual appointments to the Boards and Commissions of members whose term will expire at the end of October. Staff has prepared a complete list of current board members and vacancies. The list references the board members and their desire for reappointment (yellow) or discontinuing (blue).

If there is a board member referenced without a color code, then no action is needed. In addition, any position referenced as "open" needs to be filled.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

Attachments:

1. 2021-22 BCC Attendance
2. 2021-22 Reappointment List

City Council

Place	Name	Date	10/19/2021	11/2/2022	11/16/2021	12/7/2021	12/21/2021	1/18/2022	2/1/2022	2/15/2022	3/1/2022	3/22/2022	4/5/2022	4/19/2022	5/3/2022
Mayor	Alan Brundrett		Present	Present	Present	Present	Absent	Absent	Present	Present	Present	Present	Present	Present	Present
1	Corey Wynns		Present	Absent	Absent	Absent	Present	Absent	Presnet	Presnet	Absent	Present	Absent	Present	Present
2	David McClure		Present	Present	Present	Present	Present	Present	Presnet	Presnet	Present	Present	Presnet	Present	Present
3	Stacy Peek		Present	Present	Present	Present	Presnet	Presnet	Presnet	Presnet	Present	Present	Absent	Present	Present
4	Randa Good		Present	Present	Present	Present	Presnet	Presnet	Absent	Presnet	Present	Present	Presnet	Present	Present
5	R. Rothenberger		Absent	Present	Present	Present	Presnet	Presnet	Presnet	Presnet	Present	Present	Presnet	Present	Present
6	Brian Conner		Present	Present	Present	Present	Presnet	Presnet	Presnet	Absent	Present	Present	Presnet	Present	Present

Place	Name	Date	5/17/2022	6/7/2022	6/21/2022	7/5/2022	7/19/2022	8/2/2022	8/23/2022	8/29/2022	9/6/2022	9/20/2022
Mayor	Alan Brundrett		Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
1	Derrick Nelson		Present	Absent	Present	Absent	Present	Present	Present	Present	Present	Present
2	Amy Estes		Present	Present	Present	Present	Present	Absent	Present	Absent	Present	Present
3	Stacy Peek		Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
4	Randa Goode		Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
5	R. Rothenberger		Present	Present	Present	Present	Absent	Present	Present	Present	Present	Present
6	Brian Conner		Present	Present	Present	Present	Present	Present	Present	Present	Present	Present

Animal Control

Place	Name	Date	09-20-200				
1	Dr. Henley		Present				
2	Alan Brundrett		Present				
3	Jessie Williams		Present				
4	Donna Elton		Present				

Building Board of Appeals**No meetings in FY 2021-22**

Place	Name	Date				
1	Robin Mosier					
2	James Carlson					
3	Vacant					
4	Roger Cokenour					
5	Gary Sebastian					

Library Board

Place	Name	Date	10/12/2021	11/9/2021	12/14/2021	1/11/2022	2/8/2022	3/8/2022	4/12/2022	5/10/2022	6/14/2022	7/12/2022	8/19/2022	9/13/2022
1	Sally Brace			Present	Royal Ward	Present	Present			Present			Present	Present
2	Karen Searfoss			Present		Present	Present			Present			Present	Present
3	Deborah Giegoldt			Present		Present	Present			Present			Present	Present
4	Mary Tredennick			Present		Present	Present			Present			Present	Absent
5	Nancy Lee Stephens			Present		Present	Present			Present			Present	Present
6	Lynda Scott			Present		Present	Present			Present			Present	Absent
7	Jan Ford			Present		Absent	Present			Absent			Present	Present

Municipal Development District

Place	Name	Date	10/12/2021	11/9/2021	12/14/2021	1/11/2022	2/8/2022	3/8/2022	4/12/2022	5/10/2022	6/14/2022	7/12/2022	8/9/2022	9/8/2022	
1	Randa Goode appointed 5/18/21		Present		Present			Present			Present	Present		Absent	
2	David McClure removed 5/22		Present		Present			Present							
2	Amy Estes appointed 5/22										Present	Present		Present	
3	Bill Jones appointed 11/21		Vacant		Present			Present			Present	Present		Present	
4	Ray Ivey removed 10/31/21		Present												
4	Brian Conner appointed 11/21				Present			Present			Present	Present		Present	
5	Jack Stevens		Present		Present			Present			Present	Present		Present	
6	Jack Reynolds		Present		Present			Absent			Present	Present		Present	
7	Justin Berg resigned 11/21		Absent												
7	Stacy Peek appointed 11/21				Present			Present			Present	Present		Present	

Parks and Recreation Board

Place	Name	Date	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.
1	Steven Joy		Absent	Absent		Present		Present	Present					
2	John Ward		Present	Present		Present		Present	Present					
3	OPEN													
4	Susan Stuart		Present	Present		Absent		Present	Absent					
5	Phillip Stumph		Absent	Absent		Present		Present	Present					
6	Tom Brace		Present	Present		Present		Present	Present					
7	Jeffrey Waldock		Present	Present		Present		Present	Present					

Planning and Zoning

Place	Name	Date	10/7/2021	10/21/2021	11/4/2021	11/18/2021	12/2/2021	12/16/2021	1/6/2022	1/20/2022	2/3/2022	2/17/2022	3/3/2022	3/24/2022
1	Jared Arneson		Present	Absent		Present	Present	Present		Absent		Absent		Present
2	Priscilla Gamble		Present	Present		Present	Present	Present		Present		Present		Present
3	Laurel Mosier		Present	Absent		Present	Present	Present		Present		Present		Absent
4	Leonard Wheeler		Present	Present		Present	Present	Present		Absent		Present		Present
5	James Carlson		Present	Present		Present	Present	Present		Present		Present		Present
6	Kenny Caswell		Vacant	Present		Absent	Present	Present		Present		Present		Absent
7	Curt Lampkin		Present	Absent		Present	Present	Present		Present		Present		Present
8	Cynthia Barrios													
9	Ricky Simmons-Alt													
Place	Name	Date	4/7/2022	4/21/2022	5/5/2022	5/19/2022	6/2/2022	6/16/2022	7/7/2022	7/21/2022	8/4/2022	8/18/2022	9/1/2022	9/15/2022
1	Jared Arneson			Present	Present	Present	Present	Present	Absent			Present	Present	
2	Priscilla Gamble			Present	Absent	Absent	Absent	Absent	Absent			Absent	Absent	
3	Laurel Mosier			Present	Present	Present	Absent	Present	Present			Present	Present	
4	Leonard Wheeler			Present	Present	Present	Present	Present	Present			Present	Present	
5	James Carlson			Present	Present	Absent	Present	Present	Present			Present	Present	
6	Kenny Caswell			Absent	Absent	Absent	Absent	N/A	N/A			N/A	N/A	
7	Curt Lampkin			Present	Present	Present	Present	Absent	Present			Present	Present	
8	Cynthia Barrios											Present	Present	
9	Ricky Simmons-Alt											Absent	Present	

Special Events Advisory Board

		Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.
Place	Name												
1	Martin Feminella	Present	Present		Present	Present	Present	Present	Present			Present	Present
2	Marsha Hardin	Present	Present		Present	Present	Present	Present	Present			Present	Present
3	Cesar Gamez	Absent	Present		Present	Absent	Absent	Present	Absent			Present	Present
4	Tina Fotheringham appointed 01/22					Present	Present	Present	Present			Present	Present
5	Toby Paliti	Present	Present		Present	Present	Present	Present	Present			Present	Present
6	Tim Bevan	Present	Present		Present	Present	Present	Present	Present			Present	Present
7	Joeseeph McCreary											Present	Present

Zoning Board of Appeals

Place	Name	5/23/2022	7/28/2022		
1	Jared Arneson	Present	Present		
2	Leonard Wheeler	Present	Present		
3	James Carlson	Present	Present		
4	Pennie Nichols	Present	Present		
6	OPEN				
7	OPEN				
8	OPEN				
9	OPEN				

**ANIMAL CONTROL ADVISORY COMMITTEE
2021-22**

<u>PLACE</u>	<u>NAME & HOME ADDRESS</u>	<u>TERM EXPIRES</u>
Veterinarian	Dr. Michael Henley, DVM	2023
City Official	Alan Brundrett - Chair	2022
Animal Shelter Supervisor	Jessie Williams	2023
Animal Welfare AASHA	Donna Elton- Resigned	2022
Board Liaison	Ben Hall, Police Chief bhall@cityofazle.org	

**AUDIT COMMITTEE
2021-22
1 year term
Meets once a year (March)
City Hall**

PLACE	NAME & HOME ADDRESS	TERM EXPIRES
1	Rouel Rothenberger	2022
2	Paul Crabtree	2022
3	Debbie Wheeler	2022
4	Tony Haas	2022
5	Randa Goode	2022
Staff Liaison	Renita Bishop, Finance Director rbishop@cityofazle.org	

**BUILDING BOARD OF APPEALS
2021-22**

<u>PLACE</u>	<u>NAME & HOME ADDRESS</u>	<u>TERM EXPIRES</u>
1	Robin Mosier - Chair	2023
2	James Carlson	2022
3	OPEN	2023
4	Roger Cokenour – Vice Chair	2022
5	Gary Sebastian	2023
Council Liaison	Derrick Nelson, Councilmember dnelson@cityofazle.org	
Staff Liaison	David Hawkins Director of Planning and Development dhawkins@cityofazle.org	

**LIBRARY BOARD
2021-22**

<u>PLACE</u>	<u>NAME & HOME ADDRESS</u>	<u>TERM EXPIRES</u>
1	Royal Ward	2023
2	Karen Propp	2022
3	Deborah D. Giegoldt - Chair	2023
4	Mary Tredennick	2022
5	Nancy Lee Stevens	2023
6	Lynda Scott (Scottie)	2022
7	Jan Ford	2023
Council Liaison	Rouel Rothenberger, Councilmember rrothenberger@cityofazle.org	
Staff Liaison	Curren McLane, Library Dir. cmclane@cityofazle.org	

**Municipal Development District
2021-22**

PLACE	<u>NAME & HOME ADDRESS</u>	TERM EXPIRES
1-Council	Randa Goode	2023
2-Council	Amy Estes	2022
3	Bill Jones	2023
4	Brian Conner	2022
5	Jack Stevens - President	2023
6	Jack Reynolds	2022
7	Stacy Peek	2023
Executive Director	Tom Muir, City Manager tmuir@cityofazle.org	

**PARKS AND RECREATION BOARD
2021-22**

<u>PLACE</u>	<u>NAME & HOME ADDRESS</u>	<u>TERM EXPIRES</u>
1	Steven Joy	2023
2	John Ward - Vice Chair	2022
3	OPEN	2023
4	Susan Stuart	2022
5	Phillip Stumph	2023
6	Tom Brace - Chair	2022
7	Jeffrey Waldock	2023
Council Liaison Member	Derrick Nelson, Councilmember dnelson@cityofazle.org	
Staff Liaison	Kyle Culwell, Parks Super. kculwell@cityofazle.org	

**PLANNING AND ZONING COMMISSION
2021-22**

<u>PLACE</u>	<u>NAME & HOME ADDRESS</u>	TERM EXPIRES
1	Jared Arneson	2023
2	Priscilla Gamble	2022
3	Laurel Mosier	2023
4	Leonard Wheeler - Chair	2022
5	Cynthia Barrios	2023
6	Curt Lampkin	2022
7	James Carlson - Vice Chair	2023
8-Alternate	Ricky Simmons	2022
9-Alternate	OPEN	2023
Council Liaison	Stacy Peek, Councilmember Speek@cityfazole.org	
Staff Liaison	David Hawkins – Director of Planning and Development dhawkins@cityofazole.org	

**SPECIAL EVENTS ADVISORY BOARD
2021-22**

<u>PLACE</u>	<u>NAME & HOME ADDRESS</u>	TERM EXPIRES
1	Martin Feminella	2023
2 BUSINESS OWNER / EMPLOYEE / RESIDENT	Marsha Hardin - Chair	2022
3	Cesar Gamez	2023
4	Tina Fotheringham	2022
5	Toby Palitti	2023
6	Tim Bevan	2022
7 BUSINESS OWNER / EMPLOYEE / RESIDENT	Joseph McCreary	2023
Council Liaison	Amy Estes, Councilmember aestes@cityofazle.org	
Staff Liaison	Kyle Culwell, Parks Super. kculwell@cityofazle.org	

**STORM WATER BOARD
2021-22**

Meets once a year in September

<u>PLACE</u>	<u>NAME & HOME ADDRESS</u>	<u>TERM EXPIRES</u>
1	Jack Stevens	2022
2	OPEN	2022
3	OPEN	
4	Steve Parker	2022
5	Todd Smith	2022
6	Tim Bevan	2022
Staff Liaison	Jimmy Duvall – Streets and Stormwater superintendent jduvall@cityofazle.org	

**ZONING BOARD OF ADJUSTMENT
2021-22**

<u>PLACE</u>	<u>NAME & HOME ADDRESS</u>	<u>TERM EXPIRES</u>
1	Leonard Wheeler – Vice Chair	2023
2	Jim Carlson	2022
3	Robert Schocke	2023
4	Jared Arneson	2022
5	Pennie Nichols - Chair	2023
6-Alternate	OPEN	2022
7-Alternate	OPEN	2023
8-Alternate	OPEN	2022
9-Alternate	OPEN	2023
Council Liaison	Brain Conner, Councilmember bconner@cityofazle.org	
Staff Liaison	David Hawkins Director of Planning and Development dhawkins@cityofazle.org	



Presenter: Lawrence Bryant, Assistant City Manager

Agenda Item: Consider any action on Ordinance No. 2022-26 reauthorizing updated service credits and providing for an increase to the employee contribution rate associated with the City's employee retirement benefit plan with the Texas Municipal Retirement System.

Background and Explanation:

Since January 1, 1979, the City of Azle has provided retirement benefits to its employees, in lieu of participation in Social Security, through the Texas Municipal Retirement System (TMRS). TMRS is a statewide retirement system with almost 1,000 participating cities providing retirement, disability, and survivor benefits to active and retired members. All full-time employees of the City and any part-time positions that are scheduled to work more than 1,000 hours in a calendar year are required to participate in the system. TMRS is governed by the Texas Constitution and the TMRS Act contained in the Texas Government Code.

Each TMRS participating city chooses from a menu of benefit options to design a retirement program that suits its needs, including the rate at which employees and that city contribute to the system. Currently, employees of the City of Azle contribute 6% of their monthly income to the plan and the City matches that contribution at a rate of 2 to 1. In addition to retirement contributions, the City has chosen to enhance its plan by adopting supplemental death benefits, cost of living adjustments (COLAs) for retirees, and Updated Service Credit (USC), which is a special feature of the plan that can enhance the monthly payment an employee receives in retirement.

As you are aware, an attractive benefits package is a key element of recruiting and retaining quality employees. The City of Azle offers a generous benefits package to its employees. However, one area that is less competitive than many of the City's counterparts is the TMRS employee contribution rate. TMRS has divided its membership into fifteen (15) geographical regions with the City being located in the "Where the West Begins – Fort Worth Area" region. There are one hundred (100) TMRS member cities in the Where the West Begins region and the City of Azle is one (1) of only twenty-six (26) cities that have not adopted a 7% employee contribution rate. This creates a competitive disadvantage for the City when recruiting employees.

The ordinance that follows this communicator, if adopted, will increase the employee contribution rate to 7% effective January 1, 2023. In addition, the ordinance reauthorizes the USC feature of the City's retirement plan as is required when a City changes the employee contribution rate. The recently adopted FY 2022-23 includes funds to cover the additional costs associated with this change. A letter from TMRS regarding the attached ordinance and a comparison of the current 6% benefit and the 7% benefit effective January 1, 2023 is also included for your review. A representative of TMRS will also be in attendance to answer questions the Council may have regarding this item.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Staff recommends approval of Ordinance No. 2022-26

Attachments:

1. Ordinance 2022-26 TMRS Increase to 7 Percent
2. Azle Employee Contribution Rate Increase Letter
3. Azle Plan Comparison

ORDINANCE NO. 2022-26

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE IN THE EMPLOYMENT OF THE CITY OF AZLE; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; TO INCREASE THE RATE OF DEPOSITS TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City of Azle (the City) is a participating municipality in the Texas Municipal Retirement System (the System) and has undertaken to provide certain retirement, death, and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code; and

WHEREAS, the City Council desires to authorize funding such benefits as herein provided;

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

SECTION 1.

Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant hereunder and all future grants under this ordinance.

(c) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).

(d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

SECTION 2.

Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of the TMRS Act, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the benefit accumulation fund of the System.

Section 3.

Dates of Allowances and Increases.

The initial allowance of Updated Service Credit and Increase in Retirement Annuities hereunder shall be effective on **January 1, 2023**, subject to approval by the Board of Trustees of the System. An allowance of Updated Service Credits and an increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

BE IT FURTHER ORDAINED:

Increased Deposit Rate: All employees of the City, who are members of the Texas Municipal Retirement System, shall make deposits to the System at the rate of **7%** of their individual earnings effective **1st day of January, 2023**.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the **1st day of January 2023.**

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS,
ON THIS THE 18TH DAY OF OCTOBER, 2022.**

Alan Brundrett, Mayor

ATTEST:

Yael Forgey, City Secretary



July 27, 2022

Catherine Schlueter
Human Resource Manager
City of Azle
505 West Main Street
Azle, TX 76020-3694

Via Email

Re: Employee Contribution Rate

Dear Ms. Schlueter,

With respect to your interest in increasing your employees' TMRS contribution rate from 6% to 7%, your city council must make this change by adopting an ordinance. For your convenience, we have enclosed a model ordinance that can be adopted by the city council to make this change.

By statute, when a city changes its matching ratio and currently offers Updated Service Credit (USC) and Cost of Living Adjustments (COLA) on an annually repeating basis, the city must readopt these provisions. This readoption is necessary because the improved matching ratio increases the costs of the USC and COLA. The enclosed model ordinance also includes the city's readoption of this benefit(s) on an annually repeating basis.

As reflected in the Comparison of Alternate Benefit Design study you previously received, when the employee deposit rate is increased, the city's contribution rate will increase to 17.14% beginning January 1, 2023.

When the ordinance is adopted, please send a copy to Veronica Escobedo at vescobedo@tmrs.com.

If you have any questions about the city's employee contribution rate or the model ordinance, please call me at 512-225-3760.

Sincerely,

A handwritten signature in black ink that reads "Leslee S. Hardy". The signature is written in a cursive, flowing style.

Leslee S. Hardy, ASA, FCA, EA, MAAA
Director of Plan Design & Funding



Comparison of Alternate Benefit Design(s)

FOR CITIES

2023 Rates • Azle (00075)

Report Date - July 27, 2022

Plan Provisions	Current	Option 1
Deposit Rate	6.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes
Annuity Increase	70% (Repeating)	70% (Repeating)
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
Contribution Rates	2023	2023
Normal Cost Rate	8.40%	9.99%
Prior Service Rate	4.42%	6.88%
Retirement Rate	12.82%	16.87%
Supplemental Death Rate	0.27%	0.27%
Total Rate	13.09%	17.14%
Unfunded Actuarial Liability	\$5,071,363	\$8,015,171
Amortization Period	20 years	20 years
Funded Ratio	85.1%	78.3%
Stat Max	12.50%	13.50%
Study Exceeds Stat Max	Yes	Yes

* As of the December 31, 2021 valuation date, there were 28 employees with service in other TMRS cities eligible for transfer USC.



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Resolution No. 2022-18 supporting “Azle Christmas on Main Street,” providing Police and Fire assistance, supporting the closure of Main Street and waiving all applicable fees.

Background and Explanation:

"Azle Christmas on Main Street" is scheduled for Saturday, December 3, 2022, from 10:00 a.m. to 8:00 p.m., which will include vendor booths, car show and parade.

Event organizers are requesting Police and Fire assistance for the event and a waiver of all applicable fees, as well as approval of Resolution No. 2022-18 requesting the closure of Main Street for this event.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

1. Resolution 2022-18
2. AACOC-Request for Agenda Item
3. Parade Route Map
4. Christmas - Schedule of Events

RESOLUTION NO. 2022-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, IN SUPPORT OF CLOSING MAIN STREET IN THE CITY OF AZLE, TEXAS FOR CITIZENS OF AZLE, TEXAS

WHEREAS, the City of Azle recognizes that certain benefits accrue to the City as a result of citizens of the City of Azle being able to participate and support events and functions; and

WHEREAS, the City Council of the City of Azle recognizes the necessity for closing Main Street from Speer Street to Church Street on December 3, 2022 from 10:00am – 8:00pm for Azle Christmas on Main Street and lighted Christmas Parade; and

WHEREAS, The City of Azle requests permission from TxDOT to close this portion for this event, as described in the attachments, and takes full responsibility for all traffic control in conformance with its traffic control plan, and the elements of the attached agreement;

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

SECTION 1

The Council of the City of Azle do hereby support and encourage functions of citywide events that are for the good and enjoyment of the citizens of the City.

SECTION 2

The Council of the City of Azle do hereby authorize the closing of Main Street from Speer Street to Church Street on December 3, 2022 from 10:00am – 8:00pm for the Christmas on Main Street and lighted Christmas Parade in the City of Azle, Texas, and accept full responsibility for traffic control for the event, and agree to comply with all state regulations.

SECTION 3

This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED on October 18, 2022 by a vote of ayes ____, nays ____, and ____ abstentions at a regular meeting of the City Council of the City of Azle, Texas.

Alan Brundrett, Mayor

ATTEST:

Yael Forgey, City Secretary

REQUEST TO PLACE AN ITEM ON THE COUNCIL AGENDA

Requests must be submitted to the office of the City Secretary at least Six (6) days prior to the City Council meeting for which the request is being made, and your request must include all relevant information concerning the matter.

Requested Agenda Date: October 18, 2022

Name Jennifer Herrington, Contact Number 817-444-1112:

Address, City State and Zip Code

404 W. Main St., Suite 102, Azle, Tx 76020

Are you a resident or business owner in Azle? YES: X NO: _____

Subject to be discussed including the following:

- Background
2022 Azle Christmas on Main Street. Requesting street closures, traffic control, security, and waiver of all fees and permits for Azle Christmas on Main Street 2022
- Intended Goal (Policy Change? Outcome?)

- Resolution Efforts (Who have you spoken with in the city to try and resolve your issue)

Please provide as much information you have to support your item.

Attached this form to your supporting document(s), (if any) and return to:

City Secretary`s Office

505 W. Main St.

Azle, TX 76020

yforgey@cityofazle.org

817-444-7101 direct line.

Azle City Hall

Quest Diagnostics

PNC Bank

404 Main Place

Roe St

Central Dr

Azle Church of C

Moe's Country Kitchen

Pinnacle

Locust St

Central Park

Laura's Pharmacy

Annie Sovereign
- REALTOR® - South...

Arby's

El Paseo Mexican



Christmas On Main Street

SCHEDULE OF EVENTS

Saturday, December 3, 2022

10:00 - 11:30 a.m.	Festival Set-Up
10:00 - 3:00 p.m.	Christmas Car Show @ City Hall Parking Lot
Noon - 5:00 p.m.	Christmas on Main Street Festival @ 404 Main Place and Main Street
2:00 - 5:00 p.m.	Children's Christmas Activities @ 404 Main Place (Inside)
4:00 - 6:30 p.m.	Community Christmas Celebration @ Azle Historical Museum
5:00 - 6:00 p.m.	Festival Break Down
6:30 p.m.	Lighting of the Christmas Tree @ Azle Historical Museum
6:30 p.m.	Lighting of the Christmas Tree @ City Hall
6:30 - 7:30 p.m.	Lighted Christmas Parade Starts @ Azle Historical Museum continues down Main Street to Industrial Avenue



Presenter: Cat Schlueter, HR Manager

Agenda Item: Consider any action authorizing the City Manager to execute an agreement with Texas Municipal League Health Benefits Pool to provide employee health insurance.

Background and Explanation:

The City contracts with TML Health Benefits Pool (TML) to provide health insurance for each full-time employee. The City currently pays premiums of \$622.86 per employee per month for health insurance. Notice of a proposed renewal reflecting a 13% increase in the premium rates was recently received which would take effect for the new plan year beginning January 1, 2023. TML is part of an interlocal cooperative agreement and competitive bids are therefore unnecessary.

Staff reviewed TML's proposed rates as well as a couple of other options from TML with the City's benefits consultant, Insurance Benefits Team (IBT). Consequently, Staff is proposing to modify the current 2-tiered health plan with TML's 3-tiered plan. Employees will continue to choose from a base PPO plan and an HSA plan but an HMO buy-up plan will be added as a third option.

The new options would result in a monthly base plan premium cost for the PPO plan of \$619.28 per employee (currently \$622.86), which represents a .57% decrease to the current base plan cost. For the HSA plan, the monthly cost per employee would be \$439.40 (currently \$501.48), which represents a 12.38% decrease to the current HSA cost. The City would continue to contribute the monthly difference (\$179.88) between the base PPO plan and HSA premiums into the HSA accounts for employees who select that plan. For both plans, the deductible would increase from \$2,000 and \$3,000, respectively, to \$3,000 and \$4,000, respectively, with the maximum out of pocket expenses increasing from \$4,000 and \$5,000, respectively, to \$6,000 for each plan.

The City would also offer employees a third option to buy-up to an HMO plan which includes lower deductibles and out of pocket maximums, at a cost to the employee of \$58.20 per month for employees who choose that option.

All full-time and part-time employees would continue to have access to the Deer Oaks Employee Assistance Program (EAP) at no cost to the City.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends renewing group health coverage with the existing PPO and HSA options with their respective revisions and adding a HMO option as referenced above.

Attachments:

None



Presenter: Cat Schlueter, HR Manager

Agenda Item: Consider any action authorizing the City Manager to execute agreements for group dental coverage and term life/disability coverage with Humana and SunLife Assurance Company, respectively.

Background and Explanation:

The City currently utilizes Humana for dental coverage, and SunLife Assurance Company for term life/disability coverage. For the new plan year, SunLife has submitted a renewal reflecting no changes to the premium for the City paid disability and term life insurance. Humana submitted a renewal reflecting a 13.9% increase per employee per year for dental insurance premiums. Humana presented an alternative option reflecting a 6.5% increase which includes a limit on the number of dental visits, and provides a maximum benefit of \$2000.

TML Dental options included plans with both higher and lower premiums. However, when comparing plans, Humana offers superior coverage with more annual visits allowed, and an unlimited annual benefit, along with greater maximum coverage for orthodontia services. Staff therefore recommends continuance of current disability and term life policies through SunLife for the new plan year which begins January 1, 2023; and recommends continuance of the existing dental policy through Humana. As has been customary in previous years, the City will continue to pay premiums for employee only coverage under these policies. Term life and disability premiums are based on employee age and salary bands.

Monthly rates for the dental plan will be as follows:

\$37.78 Employee Only (currently \$33.17)
 \$75.55 Employee+Spouse (currently \$66.33)
 \$110.21 Employee+Children (currently \$96.76)
 \$151.27 Employee+Family (currently \$132.81)

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends renewing group dental coverage and term life/disability coverage with Humana and SunLife Assurance Company, respectively.

Attachments:

None



Presenter: Thomas Scott, Fire Chief

Agenda Item: Consider any action authorizing the City Manager to execute an interlocal agreement with the Tarrant County Emergency Service District No. 1 for Fire/EMS services.

Background and Explanation:

For several years, the City has maintained a recurring annual contract with Tarrant County Emergency Service District No. 1 (ESD) to provide Fire/EMS services to areas outside of the Azle city limits. The agreement also allows the City to maintain mutual aid agreements with other fire departments which also hold similar agreements with the ESD.

The basic proposed agreement (attached hereto) remains unchanged from the current agreement. However, the City will receive \$148,000 annually for fire services, an increase of \$14,000. EMS services will continue to be provided based on a point system outlined in Exhibit B of the proposed agreement, from which the City has historically received approximately \$200,000 - \$250,000 annually. In addition, the City will receive a grant from the ESD of \$25,000 for individual thermal imagers, radios, and radio accessories.

Another benefit of the agreement is continued use of a combination engine/water truck (T-52) and a four-wheel drive grass fire truck (B-52) which were purchased by the ESD. These vehicles are housed and utilized by the Fire Department. If the agreement is not renewed, the use of the vehicles would cease and the City's ISO rating would consequently be downgraded.

Guaranteed revenue from the proposed agreement is \$173,000 plus the above referenced \$200,000 - \$250,000 revenue for EMS services. Total funds to be received are estimated to be \$373,000 - \$409,000 and this anticipated revenue is reflected in the FY2022-23 budget.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the TCESD 1 service agreement

Attachments:

1. TCESD 1 FY 22-23 Service Agreement



TARRANT COUNTY
EMERGENCY SERVICES DISTRICT NO. ONE
2750 PREMIER STREET
FORT WORTH, TEXAS 76111-3011
(817) 838-4660
(817) 831-2007 FAX

September 29, 2022

City of Azle
613 SE Parkway
Azle, TX 76020

Dear City Official,

Please find enclosed two (2) copies of the Tarrant County Emergency Services District No. One (District) Agreement for fire and EMS service provided by your City to the District beginning October 1, 2022 through September 30, 2023.

Please have both copies executed and return originals to the District's office at the above address. The District will then execute same, returning one copy for your files. So that we may confirm upcoming contracts, we ask that the executed agreements be returned as soon as possible.

If you have any questions, please feel free to contact Fire Marshal Randy Renois.

Regards,

A handwritten signature in black ink, appearing to read "Elizabeth Siddiq".

Elizabeth Siddiq
Office Manager

Encl: ESD #1 Agreement (x2)

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Azle, Texas
Fire Service
Emergency Medical Services
Equipment
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF AZLE, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$148,000.00) during this contract year by making equal quarterly payments during the months of January 2023, April 2023, July 2023 and October 2023 for fire protection services in the service area outlined in Exhibit "A."

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION DOLLARS (\$2,000,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2023, May 2023, August 2023 and November 2023.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

During the period of this Agreement the DISTRICT will provide an engine tanker truck and a brush truck for the CITY's use. Title to such trucks shall remain with the DISTRICT and the CITY shall return the trucks to the DISTRICT upon expiration or termination of this Agreement, ordinary wear and tear excepted. By housing the equipment, the CITY agrees to use the equipment for calls beyond its service area in the event that conditions warrant its use. The parties to this Agreement agree that the County Fire Marshal will have the discretion to make decisions governing its use. CITY agrees to provide manpower to operate the equipment. CITY agrees to provide routine maintenance for this truck, including, but not limited to, fuel, tires, oil, transmission fluid, and spark plugs. DISTRICT will provide insurance against damage to the truck and damage, if any, for liability for the use of the equipment. The equipment may not be used as a first responder (EMS) unless necessary, for example, other vehicles are already dispatched in emergency response. Additionally, the CITY will comply with the Tarrant County ESD Equipment Policy which is attached hereto as Exhibit "C" for the usage of the equipment.

Other than property described in the previous paragraph, DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2023 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2023. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF AZLE, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

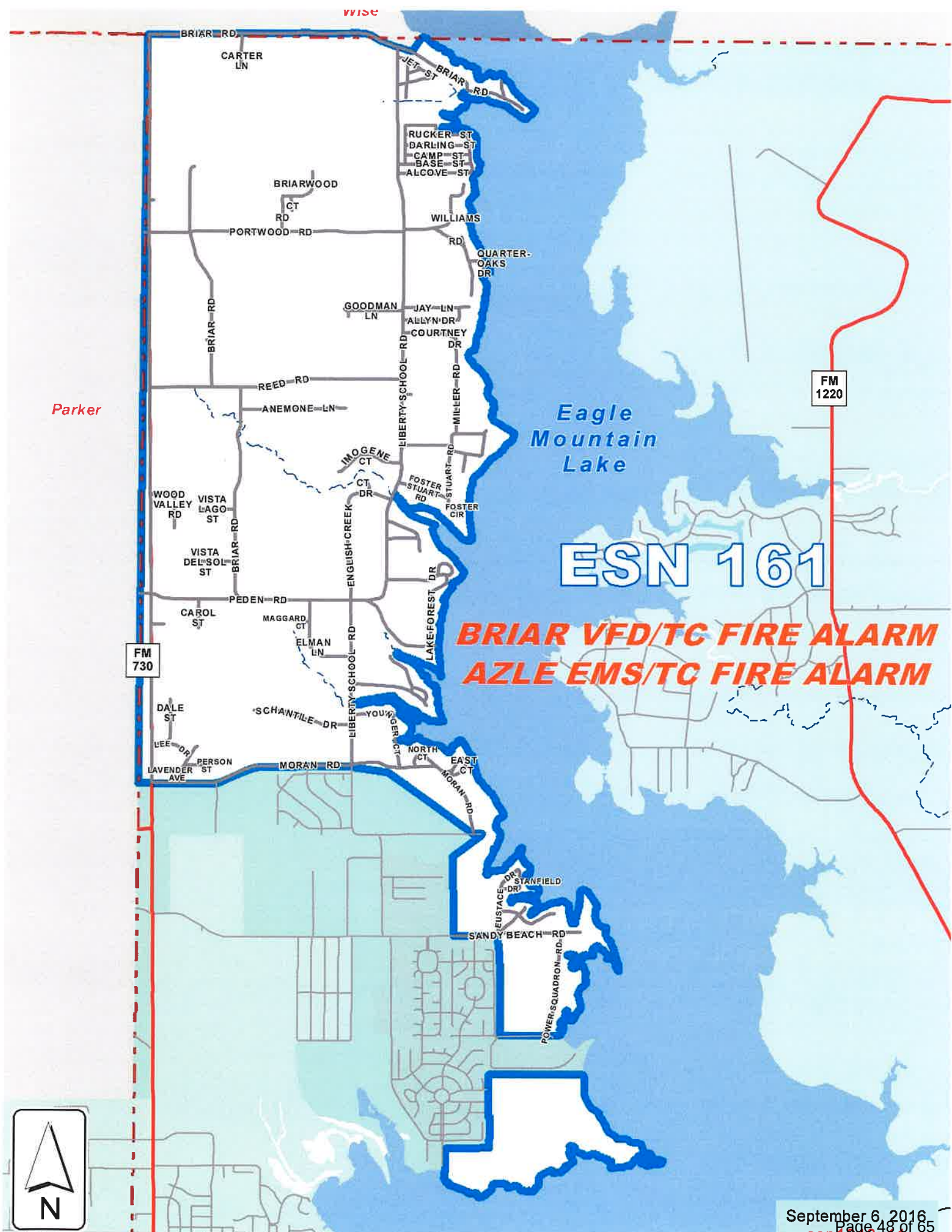
Secretary



ESN 25

**AZLE FIRE
AZLE EMS**

**Eagle
Mountain
Lake**



Wise

Parker

Eagle Mountain Lake

ESN 161

BRIAR VFD/TC FIRE ALARM
AZLE EMS/TC FIRE ALARM

FM 1220

FM 730



EXHIBIT "B"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2022–2023 RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point

*** AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

EXHIBIT "C"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

EQUIPMENT POLICY

Table of Contents

<u>Title</u>	<u>Policy Number</u>
Mission Statement	100.0
Types of Calls Inside Tarrant County	101.0
Care and Maintenance	102.0
Training and Staffing	103.0
Types of Calls Outside Tarrant County	104.0
Inspections by the District	105.0

Mission Statement

To provide emergency services to the residents of the unincorporated areas of Tarrant County by offering equipment for fire fighting and emergency medical purposes to the unincorporated areas of Tarrant County and providing available equipment to support and supplement existing equipment along with supervising the availability of this equipment for the citizens it serves.

Types of Calls the Apparatus Inside Tarrant County

1. Structure fires where no adequate water supply exists. (Tanker)
2. In support of the fire fighting units engaged in grass and brush fires.
3. In support of fire fighting units(s) engaged in such emergencies that require a large supply of water. (Tanker)
4. In support of fire fighting activities of Fire departments that contract with the Emergency Service District.
5. Other such calls, emergencies, or other activities as directed by the Tarrant County Fire Marshal's Office.
6. As assigned by the Fire Chief of the appointed departments which house the apparatus.

Care and Maintenance

1. Each individual fire department who contracts with the Emergency Service District to house and operate one of these units shall be responsible for normal day to day operation cost, and the regular maintenance of that particular unit. Day to day operating cost include: fuel, motor oil, lubricants, fan belts, water hoses, anti-freeze, air filters, transmission fluids, etc. Preventative maintenance includes scheduled oil and filter changes per manufacturer specifications, lubrications, tire rotations if needed, etc.
2. On all major repairs, each department will advise the Emergency Service District Board or the Tarrant County Fire Marshal's Office and coordinate these repairs with them. Top priority shall be given to keeping all units in service at all times.
3. All damages to the apparatus and the equipment assigned to it, either minor or major in nature, shall be reported to the Tarrant County Fire Marshal's Office who is assigned to oversee the operation of these units as soon as possible so that it can be repaired.
4. Anytime any unit is to be out of service whether for a mechanical reasons or otherwise, it shall be reported to the Tarrant County Fire Marshal's Office and also the Tarrant County Fire Alarm Center who will coordinate temporary coverage for that area that unit protects.
5. The Tarrant County Fire Marshal's Office shall coordinate warranty repair.
6. The department to which a Tanker is assigned is also responsible to see that the apparatus is not to leave the hard surface of the road.

Training and Staffing

1. Each individual department that is assigned one of the apparatus is responsible for training its personnel in the operations of the unit. This includes, but is not limited to, driving and all operations of the units.
2. When responding to emergency calls, it shall be up to the Fire Chief of the department the vehicle is assigned to, to oversee that the vehicle is adequately staffed for any particular assignment to which it is responding.
3. All drivers of the apparatus must at least possess a class "B" exempt driver's license.

Outside Unincorporated Usage

1. If, in the opinion of the Tarrant County Fire Marshal's Office, the utilization of this equipment outside of Tarrant County will serve a public purpose of the citizens of Tarrant County, Texas then the equipment may be used outside of Tarrant County, Texas in an area under the jurisdiction of a city or volunteer fire department.
2. On major incidents outside the boundaries of unincorporated Tarrant County, only one unit from the northern district and one unit from the southern district shall be permitted to leave the county. Priority shall always be with protecting the citizens of the unincorporated Tarrant County area.
3. Response to areas inside Tarrant County, but outside the responsible areas of the Emergency Services District, shall be coordinated through the Tarrant County Fire Alarm Center and also be limited only to those cities who contract with the District and can only be utilized for fire fighting purpose only. The Tarrant County Fire Alarm Center will then notify the Tarrant County Fire Marshal's Office when this occurs.

Inspection by the Emergency Services District

1. The Emergency Service District or its representatives shall be allowed to inspect each apparatus and the equipment assigned to it at any reasonable time to assure that the apparatus is being maintained, adequately equipped, and is available for emergency calls.
2. Apparatus that is not being maintained or equipped, and therefore unavailable for calls, can and shall be reassigned to another department if the Emergency Service District decided that such a reassignment would better serve the district and its citizens.

Exhibit “D”

GRANT FROM DISTRICT

City of Azle

(Items included in the categories below are based on the agency’s itemized request and will be reimbursed in strict compliance with the agency’s grant submission.)

Grant Purpose	Amount
Thermal imagers	\$3,200.00
Radios and accessories	\$21,800.00



Presenter: Thomas Scott, Fire Chief

Agenda Item: Consider any action authorizing the City Manager to execute an agreement with Tarrant County Fire Alarm for Fire/EMS dispatch services.

Background and Explanation:

The Tarrant County Fire Alarm Center has provided emergency dispatch services for the Fire Department for the past ten (10) years. The services include fire dispatch, emergency medical dispatching (with pre-arrival instructions to 911 calls), mobile data computer systems software, mobile alerting system to Staff and technical support.

The proposed agreement renewal is \$35,000.00 which is an increase of \$768.80 from the previous contract. The proposed agreement is for a one (1) year period with a commencement date of October 1, 2022.

Funds are budgeted in the FY2022-23 budget for the proposed agreement.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of the contract.

Attachments:

1. TCFA Azle Contract Cover Letter 22-23
2. TCFAC City Contract Azle 2022-23



Tarrant County Fire Alarm Center

400 S. Saginaw Blvd

Saginaw, Texas 76179

Main# (817) 232-9880 Fax# (817) 232-9885

www.tcfirealarm.com admin@tcfirealarm.com

**City of Azle
505 W Main Street
Azle, Texas 76020**

August 24, 2022

Dear Fire Chief Scott,

Please find attached the contract for fiscal year 2022-2023 for emergency dispatch services with the Tarrant County Fire Alarm Center. You previously received a letter (a copy of that letter is included) outlining the TCFAC relocation to the City of Everman and the forthcoming contract for service that will eventually be between your entity and the City of Everman. While the physical relocation is still scheduled to occur in the month of October your contract will renew with the TCFAC as it is structured today. Preparations for the relocation are ongoing as is the drafting of the forthcoming contract that will eventually be with the City of Everman. To permit all involved entities to provide input in and have ample time to review a change in the contract it is prudent to renew the exiting contract and forgo any potential contract lapse with the October 1 renewal fast approaching.

This contract incorporates a 2.2% increase over the current year's contract service rate of \$34,234. The upcoming year's contract price with the 2.2% increase is \$35,000, a total increase of \$766. There will not be any contract price change during the 2022-23 fiscal year even though the contract will eventually be revised to a contract with the City of Everman sometime within the fiscal year.

Upon approval we ask that you sign both copies. Retain one for your records and return the other signed copy to our office. Included with the contract is a copy of the Tarrant County Fire Alarm Center's 2022-2023 proposed budget. An invoice for service for the upcoming fiscal year will be distributed in September.

We greatly appreciate the opportunity to continue serving the citizens of the City of Azle and your fire department. Our goal is to provide the highest level of service possible so that your fire department and the citizens you serve remain pleased with the level of services you receive. If you should ever have any questions, comments, or concerns please don't hesitate to contact me at (817) 988-0861 or by email kmays@haslet.org

Sincerely,

Kirt Mays
Board President
Tarrant County Fire Alarm Center

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of Azle, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of Azle, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the City of Azle Fire Department, including all calls for service within its City limits, and within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of Azle, Texas, and the areas to which the Azle Fire Department responds;
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Azle Fire Department in a prompt and expedient manner by radio as provided by the City;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Azle, Texas, Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of Azle, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency telephone

calls retained in our database on behalf of the City of Azle, Texas Fire Department will remain the property of the City of Azle.

Authority to request such recordings shall be reserved to the senior administration of the City of Azle, Texas. This shall include the Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Azle Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of Azle, Texas Fire Department will remain the property of the City of Azle.

F. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act

G. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status;

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of Azle as an additional insured under the policy.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Azle Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the area the Azle Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of Azle, Texas; its Fire Department and City staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of Azle, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of Azle, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to City its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

LAWS GOVERNING

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

SEVERABILITY

If any clause, paragraph, section or portion of this agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the agreement shall be deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

AUTHORITY

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this _____ day of _____, 2021.

City Secretary
City of Azle, Texas

Mayor,
City of Azle, Texas

Approved as to Form and Legality:
City Attorney
City of Azle, Texas



Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action approving amendments to the Chapter 380 and Economic Development Performance Agreement with Gary Shelton and Azle Management Partners, LP.

Background and Explanation:

On April 21, 2020, the Council authorized a Chapter 380 and Economic Development Performance Agreement with property owners of 6.127 acres of land on the east side of, and adjacent to FM 730N (Boyd Road) between O'Reilly Auto Parts (808 Boyd Road) and Domino's Pizza (636 Boyd Road). The land consists of several properties, of which most of the properties are owned by Gary Shelton and two (2) properties are owned by Azle Management Partners, LP.

Due to the impact of the ongoing coronavirus (COVID-19) pandemic, the property owners requested an amendment to the agreement, shifting the benchmark dates in the agreement and adding Section 5.9 "Payment Reduction for Delay of Substantial Completion". Section 5.9.4 of the agreement states the project would be substantially completed by July 31, 2022. The Council approved this amendment on September 28, 2021.

On July 19, 2022, the Council approved extending the agreement to October 31, 2022 due to engineering and construction delays and to maintain the overlay district the agreement established. There has been significant improvement to the site but the project remains unfinished, mainly due to the screening wall needing to be reengineered. Staff spoke with the owners and they stated the wall construction should take 3-4 weeks but they are unsure when the construction will start. Therefore, Staff is recommending the Council consider authorizing a contract amendment extending the agreement three (3) months (January 31, 2023).

Board/Commission/Committee Recommendation:

None. The Municipal Development District has not been informed of the possible extension. Upon Council approval, the MDD will be advised and the MDD can consider ratifying the extension.

Staff Recommendation:

Staff recommends approving the extension.

Attachments:

None