City of Azle
Regular Meeting Agenda
City Council

505 W. Main Street
Azle, Texas 76020

February 7, 2023 | **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

Amy Collins, Missions Coordinator for Son Shine Ministries.

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.

ACTION ITEMS

1. Consider and take action approving the minutes of the January 17, 2023 Regular meeting.
   Yael Forgey, City Secretary
2. Consider any action appointing Ms. Jeanie Matheny to the Animal Control Advisory Board, Place 4 - animal welfare member.
   Yael Forgey, City Secretary
3. Consider any action authorizing the City Manager to execute an interlocal agreement between the cities of Azle, Lake Worth, Pelican Bay, Reno, Saginaw and White Settlement and My Health My Resources of Tarrant County.
   Ben Hall, Police Chief
4. Consider any action on specifying a date for a public hearing on the Land Use Assumptions and Capital Improvement Plans.
   David Hawkins, Director of Planning and Development
5. Consider any action authorizing the City Manager to execute a professional services agreement with Halff Associates Inc. to create a new Comprehensive Master Plan.
   Tom Muir, City Manager
6. Discuss possible issuance of certificates of obligation.
   Tom Muir, City Manager

7. Consider any action on all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of Resolution No. 2023-04 pertaining thereto.
   Tom Muir, City Manager
8. Consider any action authorizing the City Manager to execute an interlocal agreement with Tarrant County for their financial participation in the Dunaway Lane Reconstruction Project.
   Rick White, Public Services Director

<u>DISCUSSION ITEMS</u>

9. Prohibiting the sale of pets and other domesticated animals.
   Tom Muir, City Manager

<u>ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS</u>

<u>MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST</u>

<u>EXECUTIVE SESSION</u>

551.074 PERSONNEL MATTERS

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

<u>ADJOURNMENT</u>

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on February 3, 2023, 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

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.](http://www.cityofazle.org)

MINUTES
Regular Meeting
Azle City Council

505 W. Main Street
Azle, Texas 76020

January 17, 2023	6:00 PM	Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:00 PM.

Members Present:

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

Members Absent:

Councilmember Rouel Rothenberger

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Cara White	City Attorney
Susie Hiles	Assistant to the City Manager
Rick White	Director of Public Services
Ben Hall	Police Chief
Kevin Rogers	Police Lieutenant
Mike Winterrowd	Police Detective
Renita Bishop	Finance Director
Joanna Ash	Purchasing Agent
Will Scott	Fire Chief
David Hawkins	Director of Planning and Development
Kristen Pegues	Marketing Specialist

INVOCATION

Laura Forkner Pritchett, Tarrant County Precinct Chair 4340, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

None

PRESENTATIONS

1. **Proclamation recognizing Rick White, Director of Public Services, for his 30 years of loyal service to the City of Azle.**

   Mayor Brundrett read a proclamation recognizing Director of Public Services Rick White's thirty years of service to the City of Azle.

2. **Community Waste Disposal Annual Report**

   Mayor Brundrett recognized CWD President Greg Roemer, who gave an annual review of the city's solid waste and recycling services for 2022.

3. **Department Presentation - Police Department**

   Mayor Brundrett recognized Police Chief Ben Hall, who gave an overview of the activities of the Azle Police Department and Animal Control Department for the past year.

ACTION ITEMS

4. **Consider and take action approving the minutes of the January 3, 2023 Regular meeting.**

   Councilmember Peek moved to approve the minutes of the January 3, 2023 Regular meeting as presented. Mayor Pro Tem Goode seconded the motion.

Yes:	(6)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Brian Conner
Absent:	(1)	Rouel Rothenberger

   Motion passed.

5. **Consider any action on proposed Ordinance No. 2023-02 calling for a General Election to be held on May 6, 2023 for the purpose of electing a Mayor and Council Members to Places 3, 4 and 6 for a two-year term.**

   Councilmember Conner moved to approve Ordinance No. 2023-02 calling for a General Election to be held on May 6, 2023 for the purpose of electing a Mayor and Council Members to Places 3, 4 and 6 for a two-year term as presented. Councilmember Nelson seconded the motion.

Yes:	(6)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Brian Conner
Absent:	(1)	Rouel Rothenberger

   Motion passed.

6. **Consider any action on Resolution No. 2023-02 setting rates for solid waste and recycling services.**

   Mayor Brundrett recognized Assistant to the City Manager Susie Hiles, who gave a short review on the proposed garbage rates for 2023, noting residential rates will increase by $1.89 to $23.09 and commercial handload will increase by $2.87 to $34.61. A complete breakdown of all new rates was provided.

   Councilmember Conner moved to approve Resolution No. 2023-02 setting rates for solid waste and recycling services as presented. Councilmember Peek seconded the motion.

Yes:	(6)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Brian Conner
Absent:	(1)	Rouel Rothenberger

Motion passed.

7. Consider any action on Resolution 2023-01 approving the submission of a Justice Assistance Grant for crime scene mapping and reconstruction equipment/training.

Mayor Brundrett recognized Police Detective Mike Winterrowd, who gave an overview of the grant, noting it will substantially reduce the amount of time Police Department investigators spend on scene and enhance the collection of data.

Councilmember Conner moved to approve Resolution 2023-01 approving the submission of a Justice Assistance Grant for crime scene mapping and reconstruction equipment/training as presented. Mayor Pro Tem Goode seconded the motion.

Yes:	(6)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Brian Conner
Absent:	(1)	Rouel Rothenberger

Motion passed.

8. Consider any action on Resolution 2023-03 approving the submission of a Justice Assistance Grant to acquire rifle-rated armor and carriers.

Councilmember Conner moved to approve Resolution 2023-03 approving the submission of a Justice Assistance Grant to acquire rifle-rated armor and carriers as presented. Mayor Pro Tem Goode seconded the motion.

Yes:	(6)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Brian Conner
Absent:	(1)	Rouel Rothenberger

Motion passed.

9. Consider any action awarding Bid No. 2023-002 for the Animal Control Transport Unit.

Councilmember Conner moved to approve awarding Bid No. 2023-002 for the Animal Control Transport Unit to Jackson Creek Manufacturing in the amount of $51,050. Councilmember Estes seconded the motion.

Yes:	(5)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek
Absent:	(1)	Rouel Rothenberger

Motion passed.

10. Consider any action authorizing the City Manager to execute Amendment No. 1 to the interlocal agreement with Tarrant County Emergency Services District No. 1 for American Rescue Plan Act state and local recovery funds.

Mayor Brundrett recognized Fire Chief Will Scott who advised the requested amendment to the agreement with Tarrant County ESD No. 1 adds a third ambulance with associated equipment for $580,000 and an additional $150,000 for first responder PPE/ SCBA's. The total cost associated with the amended agreement is $1,920,000.

Mayor Pro Tem Goode moved to approve authorizing the City Manager to execute Amendment No. 1 to the interlocal agreement with Tarrant County Emergency Services District No. 1 for American Rescue Plan Act state and local recovery funds. Councilmember Nelson seconded the motion.

Yes:	(5)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek
Absent:	(1)	Rouel Rothenberger

Motion passed.

11. Consider any action approving the Façade and Signage Improvement Program application for Annunziato Jiu Jitsu at 120 Park Place.

Councilmember Conner moved to approve the Façade and Signage Improvement Program application for Annunziato Jiu Jitsu at 120 Park Place in the amount of $3,125. Mayor Pro Tem Goode seconded the motion.

Yes:	(6)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Brian Conner
Absent:	(1)	Rouel Rothenberger

Motion passed.

12. Consider any action authorizing the City Manager to negotiate a professional services agreement with Halff Associates Inc to create a new Comprehensive Master Plan.

Mayor Brundrett recognized City Manager Tom Muir who stated, upon request from the Council, Staff had been moving forward with steps to create a new Comprehensive Master Plan. A Request for Qualifications was issued with six (6) submittals received. Staff reviewed the submittals and are recommending Halff Associates Inc.

Kimberly Miller, Principal Planner for Resilience, Halff Associates Inc gave an overview of the company and how they would go about creating the Comprehensive Master Plan. She will be the Project Manager.

Councilmember Conner moved to approve authorizing the City Manager to negotiate a professional services agreement with Halff Associates Inc to create a new Comprehensive Master Plan. Mayor Pro Tem Goode seconded the motion.

Yes:	(6)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Brian Conner
Absent:	(1)	Rouel Rothenberger

Motion passed.

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

Mayor Brundrett recognized City Manager Tom Muir, who stated Council approved the last amendment to this agreement on October 18, 2022, extending the agreement to January 31, 2023. The project is still not complete, so Staff and a Council Subcommittee met with the property owners on December 29, 2022 to discuss moving forward. The Subcommittee agreed to present a proposed extension for Council consideration which restores the City's requirements for financial participation and extends the agreement six (6) months (July 31, 2023). Upon Council approval, the Azle Municipal Development District (MDD) will be advised and the MDD can consider ratifying the extension.

Mayor Pro Tem Goode moved to approve amendments to the Chapter 380 and Economic Development Performance Agreement with Gary Shelton and Azle Management Partners, LP providing for a six (6) month extension to January 31, 2023. Councilmember Nelson seconded the motion.

Yes:	(6)	Alan Brundrett, Randa Goode, Derrick Nelson, Amy Estes, Stacy Peek, Brian Conner
Absent:	(1)	Rouel Rothenberger

Motion passed.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

None

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

City Manager Tom Muir advised Marketing Specialist Kristen Pegus would be marketing Azle at the ICSC in Dallas on January 19. She gave council members the new marketing brochure highlighting Azle that will be handed out at the event.

EXECUTIVE SESSION

551.074 PERSONNEL MATTERS
Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager

Mayor Brundrett convened to Executive Session at 8:06 PM.
Mayor Brundrett reconvened to open meeting at 9:36 PM.

14. Take any action necessary pursuant to Executive Session.

No action was taken.

ADJOURNMENT

Mayor Brundrett adjourned at 9:36 PM

Presented and approved on 02-07-2023

____
Alan Brundrett, Mayor

Attest:

____
Yael Forgey, TRMC, CMC
City Secretary

Presenter: **Yael Forgey, City Secretary**

Agenda Item: **Consider any action appointing Ms. Jeanie Matheny to the Animal Control Advisory Board, Place 4 - animal welfare member.**

Background and Explanation:

Staff received an application from Ms. Jeanie Matheny requesting to be appointed to the Animal Control Advisory Board, Place 4 - animal welfare member.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. BCC application

City of Azle Community & Opportunity

Boards and Commissions Application

The following information is necessary to apply for potential service on a City of Azle Board or Commission. The information you provide will become a public record and available to the press and the public. In order to apply and serve as a Board or Commission member, you must meet eligibility requirements of the specific Board or Commission for which you apply. Please fill out this form and return it to the Office of the City Secretary at 613 Southeast Pkwy, Azle, TX 76020 or by fax at 817.444.7149 By signing this application you are acknowledging that you have applied for an appointed position with the City, and agree to serve on the Board or Commission for which you have applied in good faith.

Personal Information

Name: Jeanie Matheny
E-mail: jeanieann13@gmail.com

Address: 409 Peaceful Lane
City: Springtown
State: TX
Zip: 76082

Phone (H):
(M) 8172014914

Length of Residence in Azle:
Registered Voter (Yes or No) yes
Must be a Registered Voter

****You must be a resident of the City of Azle****

Have you or do you currently serve on any City Board or Commission? no

If yes, which one(s) and dates:

Professional Information

Business Name:
Profession:

Business Address:
City:
State:
Zip:

Business Phone:
Ext:

Please briefly tell us why you are interested in serving on a Board or Commission:

Animal Welfare has always been at the forfront of my interests with a spacific interest in the success of the Azle Animal Shelter since my employment there.

What do you think qualifies you to serve on a Board or Commission?

As a former Animal Control Officer for the City of Azle and several years being the Volunteer Coordinator for said Shelter, I believe I am qualified to fill this position.

Please indicate your area(s) of interest. You may select one option or select more by ranking them according to your preferences. The parenthesis indicates the typical number of meetings held each year.

- [ ] Where Needed
- [x] Animal Shelter Advisory Board
- [ ] Building Board of Appeals
- [ ] Crime Control & Prevention District Board
- [ ] Library Board
- [ ] *Municipal Development District Board **** Must be a Resident of the Tarrant County side of the City***
- [ ] Parks & Recreation Board
- [ ] Planning & Zoning Commission
- [ ] Special Events Advisory Board
- [ ] Zoning Board of Adjustment

Have you attended any meetings of the Board/Commission for which you wish to be considered? yes

Will you commit to:

- (•) Frequent Involvement
- ( ) Occasional Involvement?

I certify that the foregoing information is true and correct.

Jeanie Matheny
Signature

Item Number: 3

Presenter:	**Ben Hall, Police Chief**
Agenda Item:	**Consider any action authorizing the City Manager to execute an interlocal agreement between the cities of Azle, Lake Worth, Pelican Bay, Reno, Saginaw and White Settlement and My Health My Resources of Tarrant County.**

Background and Explanation:

The Police Department currently maintains a Crisis Intervention Team (CIT) specializing in responding to persons experiencing a mental health crisis. This team conducts follow-ups to ensure mental health patients receive services as needed and to interfere with the progression of any condition that may continue to make the patient a danger to themselves or others. Other area communities have similar challenges. Therefore, police departments of the cities of Azle, Lake Worth, Pelican Bay, Reno, Saginaw and White Settlement want an interlocal agreement (ILA) with each other and My Health My Resources of Tarrant County (MHMRTC) to help deal with mental health patients.

Currently, we are limited to doing follow-ups in our jurisdiction. Often these patients are from other jurisdictions, but incidents that we respond to may have been in Azle. This agreement allows us to partner with agencies nearby and jointly monitor and provide follow-ups. The ILA will enable us to share information about patients that agencies may share. This ILA supports a task force team that receives specialized training and mental health officers who work with each other routinely. This ILA allows us to share the responsibility of following the patient to ensure treatment success and improve public safety. Referrals for follow-ups come to the team via officers' referrals, JPS referrals, or orders gained from JPS after initial mental health detentions.

There are no significant financial impacts of participation. The Azle CIT members currently attend training commensurate with the unit's duties, and that cost is already accounted for in our training budget. There is a small expense to provide uniforms for task force team members. Team members wear subdued uniforms when interacting with patients, as traditional police uniforms sometimes trigger apprehension in mental health patients. Participation simply shares trained resources between agencies and should not cause an increase in outreach effort numbers.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of the interlocal agreement.

Attachments:

1. Mental Health Task Force Agreement

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF AZLE, LAKE WORTH, SAGINAW,
WHITE SETTLEMENT, PELICAN BAY AND RENO AND MY HEALTH MY RESOURCES OF TARRANT COUNTY

This Agreement is entered into by and between the **City of Azle, Texas**, a Texas home-rule municipal corporation; the **City of Lake Worth, Texas**, a Texas home-rule municipal corporation; the **City of White Settlement, Texas**, a Texas home-rule municipal corporation; the **City of Saginaw, Texas**, a Texas home-rule municipal corporation, the **City of Pelican Bay, Texas**, a Texas Type A general law municipality, the **City of Reno, Texas**, a Texas Type A general law municipality (each "City" or collectively the "Cities"), and **My Health My Resources of Tarrant County** ("MHMRTC"), a community center created pursuant to Chapter 534 of the Texas Health and Safety Code. Cities and MHMRTC may sometimes hereafter be referred to individually as a "Party" or collectively as the "Parties." This Agreement shall be effective as of the date of the last signature below ("Effective Date").

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, the Cities' police departments routinely engage with citizens suffering from mental health crises and behavioral health challenges; and

WHEREAS, MHMRTC provides mental health law liaison services within Tarrant County to provide a therapeutic alternatives to incarceration that include follow-up, health and wellness checks, advocacy, and training for local law enforcement; and

WHEREAS, the Cities and MHMRTC desire to create the Northwest Tarrant County Crisis Intervention Team to reduce the hazards associated with interactions between law enforcement and people suffering with mental illness as well as proactively engaging mental health individuals who pose a threat to the community.

NOW, THEREFORE, the Cities and MHMRTC hereby contract, agree, and covenant for good and valuable consideration as follows:

I. PURPOSE

The purpose of this Agreement is to create the Northwest Tarrant County Crisis Intervention Team ("NWTC CIT") which will establish a cooperative and mutually-beneficial working relationship between the Parties, with the goal of identifying persons experiencing a mental illness or crisis, facilitating communication between cooperating agencies and the behavioral health community; developing a foundation that promotes effective solutions for assisting those in mental health crisis or with behavioral health challenges; reducing the need for individuals in crisis to have further involvement with the criminal justice system; developing and overseeing each City's multi-faceted strategies for improving response; providing interaction and follow-up with individuals in acute mental health crises; and providing guidance in the area of training, policy, procedures and oversight, while improving the safety for officers and the Northwest Tarrant County community.

II. GOALS OF THE NWTC CIT

(a) To proactively engage and build rapport with individuals suffering a mental health crises who pose a threat to the community.

(b) To respond to high risk suicidal/homicidal person calls for service with a goal of bringing the call to a peaceful end when possible, by using specialized training with a focus on de-escalation techniques.

(c) To provide support to participating agencies and various other law enforcement organizations related to individuals with poor mental health and threats against dignitaries, public servants, public figures, and other persons of interest.

(d) To provide intelligence, resources, and support to outside law enforcement agencies, such as the FBI, Homeland Security, and neighboring agencies.

(e) To collaborate with MHMRTC law liaison mental health professionals in order to provide outreach and follow-up to individuals who have had contact with a law enforcement agency and exhibit a sign of mental illness.

(f) To provide support to participating agencies and patrol on tactical calls including, but not limited to, intelligence gathering, hostage negotiation, and coordinating with MHMRTC. Other collaborations will increase as regionalization efforts within Northwest Tarrant County expand (regional SWAT team, regional major case, etc.).

III. DURATION

(a) This Agreement shall be effective upon the Effective Date and shall remain in full force and effect until this Agreement is terminated by the Parties in accordance with the terms set forth herein. All rights and obligations arising under this Agreement are non-assignable unless otherwise agreed to by both Parties. This Agreement and any exhibits that may be incorporated herein constitutes the sole agreement of the Parties and supersedes any other understandings or written or oral agreements between the Parties regarding the subject matter herein.

(b) Any Party may terminate this Agreement without cause, by providing thirty (30) days written notice to the other Parties as provided in Section X herein.

(c) The terms of this Agreement may be amended upon written approval by each Parties' designated representatives without requiring further approval by their respective governing bodies, if any. The amendment(s) becomes effective upon the date of approval by all Parties.

IV. CITY RESPONSIBILITIES

(a) Each participating City shall assign at least one police officer to the NWTC CIT. At a minimum, the assigned officer will be a TCOLE certified Mental Health Peace Officer. Each City further agrees to ensure that the assigned officer received hostage negotiation training and certification within one (1) year of the officers assignment to the NWTC CIT.

(b) Officers assigned to NWTC CIT shall fulfill all duties and responsibilities as stated within their respective department's general orders or standard operating procedures, as well as those orders and directions received from their division chain of command, and NWTC CIT chain of command. At any time, if an order issued by the NWTC CIT chain of command to an officer goes against that officer's home agency's policies or procedures, that officer will follow his home agency's policies and procedures. Additionally, the NWTC CIT officer shall:

(1) As necessary, develop, document, and utilize rapport with persons suffering mental illness in order to reduce conflict between those individuals and the police department and to maintain up-to-date, reliable information concerning criminal behavior and threats to the community.

(2) Aggressively and proactively endeavor to fulfill the mission and goals of the NWTC CIT on an individual and team basis.

(3) Produce thorough and well written reports.

(4) Participate fully in team training and with an open mind.

(5) Receive performance critique during training and operational debriefs.

(6) Notify the NWTC CIT chain of command of any developed crime trend threat or criminal information that is relevant to the responsibilities of NWTC CIT.

(7) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command in the event that forced entry may be necessary by task-force members while conducting work on behalf of the task-force.

(8) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command when a task-force member is enroute to a priority 1 call, or a call that involves a weapon (when safe to do so) while conducting work on behalf of the task-force.

(9) Immediately notify the home agency on-duty supervisor as well as the NWTC CIT chain of command when outside agencies or specialized units request assistance from NWTC CIT.

V. MHMRTC RESPONSIBILITIES

MHMRTC shall provide trained mental health personnel through its law liaison team to assist with follow-up, health and wellness checks, and advocacy and training for personnel from the participating Cities.

VI. TRAINING

All training of personnel participating in the NWTC CIT (other than required TCOLE training) pertaining to the responsibilities outlined in this Agreement, including but not limited to: crisis intervention techniques and de-escalation, suicide risks and protective factors, and best practice interventions, shall be a collaborative effort between the Cities and MHMRTC.

VII. REPORTING AND DOCUMENTATION

(a) Data compilation and reporting processes will be coordinated between each City and MHMRTC.

(b) The Parties shall communicate regularly to ensure that MHMRTC and each City are sharing all appropriate information and coordination of services for individuals in crisis.

(c) The Parties shall implement and observe all required physical, technical, and administrative safeguards regarding the data compiled and reported under this Agreement.

VIII. OTHER PROVISIONS

(a) <u>Costs Reimbursed</u>.

(1) Each Party is responsible for all costs it incurs in participating in this Agreement. No Party shall be reimbursed by any other Party for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their employer to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury, death, or Worker's Compensation benefits, as though the performance was rendered directly to his or her regular employer.

(2) All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, travel expenses, including food and lodging, or any benefits or payments to which an employee is entitled shall be paid by the employee’s regular employer.

(b) Liability.

(1) Each Party shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the NWTC CIT or individuals from other participating entities. This assignment of civil liability is intended to be different than the liability otherwise assigned under section 791.006(b) of the Texas Government Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

(2) All equipment used by any Party to carry out this Agreement shall be owned, leased, or rented by the Party using the equipment. All employees participating in the NWTC CIT shall remain employees of their respective participating entity during performance pursuant to this Agreement, for all purposes.

(c) Waiver of Immunity. Nothing herein shall be construed to be a waiver of immunity by any Party under Chapter 101 of the Texas Civil Practice and Remedies Code, (Tort Claims Act).

IX. CONFIDENTIALITY AND SHARING OF INFORMATION

(a) The Cities and MHMRTC personnel shall be knowledgeable of and abide by all applicable law pertaining to confidentiality of information related to a consumer's mental history and other medical records, including, but not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

(b) The Cities and MHMRTC personnel will share information to ensure coordination of care. This information may include police incident reports or protected health information, subject to the requirements of the Texas Public Information Act. The Parties agree that each shall treat as confidential all information regarding either Party's business, operations, and policy that is not otherwise publicly available or subject to disclosure by law.

X. NOTICES

All notices to any Party to this Agreement must be in writing and must be delivered by hand, electronic mail, or registered or certified mail, return receipt requested, to the Party to whom the notice is given at its address set out below or to another address the receiving Party has designated with proper notice to the sending Party.

MHMRTC:

My Health My Resources of Tarrant County
ATTN: ___________________
____
____
____
Email: _______________________

CITY OF AZLE, TEXAS:

Azle Police Department
ATTN: Chief Bennett Hall
505 W. Main Street
Azle, TX 76020
Email: bhall@cityofazle.org

With a copy to:

City of Azle
ATTN: Tom Muir, City Manager
505 W. Main Street
Azle, TX 76020
Email: tmuir@cityofazle.org

CITY OF LAKE WORTH, TEXAS:

Lake Worth Police Department
ATTN: Chief J.T. Manoushagian
3805 Adam Grubb
Lake Worth, TX 76135
Email: jmanoushagian@lakeworthtx.org

With a copy to:

City of Lake Worth
ATTN: Stacey Almond, City Manager
3805 Adam Grubb
Lake Worth, TX 76135
Email: salmond@lakeworthtx.org

CITY OF WHITE SETTLEMENT, TEXAS:

White Settlement Police Department
ATTN: Chief Christopher Cook
8900 Clifford Street
White Settlement, TX 76108
Email: ccook@wspd.us

With a copy to: City of White Settlement
ATTN: Jeff James, City Manager
214 Meadow Park Drive
White Settlement, TX 76108
Email: jjames@wstx.us

CITY OF SAGINAW, TEXAS:

Saginaw Police Department
ATTN: Chief Russell Ragsdale
505 W. McLeroy Blvd.
Saginaw, TX 76179
Email: rragsdale@saginawpolice.org

With a copy to: City of Saginaw
ATTN: Gabe Reaume, City Manager
333 W. McLeory Blvd.
Saginaw, TX 76179
Email: greaume@saginawtx.org

CITY OF PELICAN BAY, TEXAS:

Pelican Bay Police Department
ATTN: Chief Brad Anderson
1300 Pelican Circle
Pelican Bay, Texas 76020
Email: _____________

With a copy to: City of Pelican Bay
ATTN: Cynthia Daniels, City Secretary
1300 Pelican Circle
Pelican Bay, Texas 76020
Email: _____________

CITY OF RENO, TEXAS:
City of Reno
ATTN: Scott Passmore, City Administrator
195 W. Reno Rd.
Azle, TX 76020
Email: scott.passmore@renotx.gov

XI. INDEPENDENT CONTRACTOR

In performing the duties under this Agreement, each Party is acting as an independent contractor, and not as an agent, representative, servant, or employee of the other Party. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

XII. PAYMENTS

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying Party.

XIII. COMPLIANCE

Each Party shall comply with all federal, state and city statutes, ordinances, and regulations applicable to the performance of the services under this Agreement.

XIV. ENTIRE AGREEMENT

This document embodies the entire agreement and understanding between the Parties There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

XV. AMENDMENTS

No alteration, change, modification, or amendment of the terms of this Agreement shall be valid or effective unless made in writing, signed by both Parties and approved by the governing body of each Party.

XVI. WAIVER

No waiver of performance by either Party shall be construed or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XVII. GOVERNING LAW AND VENUE

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas — Fort Worth Division. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XVIII. SUCCESSORS AND ASSIGNS

Neither Party shall assign, sublet or transfer its interest herein without the prior written consent of the other Parties. Any attempted assignment or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.

XIX. NO THIRD-PARTY BENEFICIARIES

The provisions and conditions of this Agreement are solely for the benefit of the Parties, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

XX. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

XXI. FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed.

XXII. CONTRACT CONSTRUCTION.

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

XXIII. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

XXIV. AUTHORIZATION & APPROVAL

This Agreement has been approved by the governing bodies of Azle, Lake Worth, White Settlement, Saginaw, Pelican Bay, Reno, and MHMRTC, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Azle, Lake Worth, White Settlement, Saginaw, Pelican Bay, Reno and MHMRTC at a duly called and posted meeting.

IN WITNESS WHEREOF, we have hereunto set our hands this the ______ day of __________________, 2023, in multiple originals.

CITY OF AZLE, TEXAS

____
By: Tom Muir, City Manager

Date: ______________________

ATTEST:

____
By: Yael Forgey, City Secretary

CITY OF LAKE WORTH, TEXAS

____
By: Stacey Almond, City Manager

Date: ______________________

ATTEST:

____
By: Holly Fimbres, City Secretary

CITY OF WHITE SETTLEMENT, TEXAS	**CITY OF SAGINAW, TEXAS**
______________________________	______________________________
By: Jeff James, City Manager	By: Gabe Reaume, City Manager
Date: ______________________	Date: ______________________
ATTEST:	**ATTEST:**
______________________________	______________________________
By: Amy Arnold, City Secretary	By: Janice England, City Secretary
CITY OF PELICAN BAY, TEXAS	**CITY OF RENO, TEXAS**
______________________________	______________________________
By: Tamra Olague, Mayor	By: Sam White
Date: __________________	Date: __________________
ATTEST:	**ATTEST:**
___________________________	________________________________
By: Cynthia Daniels, City Secretary	By: Scott Passmore, City Administrator

MY HEALTH MY RESOURCES OF TARRANT COUNTY

____

By: ____________________________

Title: ___________________________

Date: ______________________

Item Number: 4

Presenter: **David Hawkins, Director of Planning and Development**

Agenda Item: **Consider any action on specifying a date for a public hearing on the Land Use Assumptions and Capital Improvement Plans.**

Background and Explanation:

Per Chapter 395 of the Texas Local Government Code (TLGC), Impact Fee Ordinances are mandated to be evaluated and updated every five (5) years. The last update for the City of Azle was completed on January 16, 2018. The next update will need to be completed in 2023.

On January 19, 2023, the Capital Improvement Advisory Committee (CIAC) unanimously approved revisions to the Land Use Assumption Plan and the Capital Improvement Plan.

The City Council must establish a date for a public hearing on the plans. The Council will consider approving the plans on the same date. Once the date is established, notice of the public hearing will be published in the *Azle News*, as well as the City's website. Staff recommends setting the public hearing for the March 21, 2023 regular Council meeting.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends setting the public hearing for the March 21, 2023 regular Council meeting.

Attachments:

None

Item Number: 5

Presenter: **Tom Muir, City Manager**

Agenda Item: **Consider any action authorizing the City Manager to execute a professional services agreement with Halff Associates Inc. to create a new Comprehensive Master Plan.**

Background and Explanation:

The City Council desires to create a new Comprehensive Master Plan including new thoroughfare, downtown and parks master plans as well. The total cost is anticipated to be approximately $400,000. There is $200,000 budgeted in this year's budget in the Municipal Development District ($134,000) and the General Fund ($66,000).

In October, Staff issued a request for qualifications and received six (6) submittals. After reviewing the submittals and conducting interviews, Staff recommended Halff Associates Inc. to the Council as the firm to perform this project. Council authorized the City Manager to negotiate a professional services agreement and it is attached for Council review and reference. The Project will take approximately a year to perform at cost of $347,000. The agreement also outlines possible additional fees if those referenced services are used.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends the Council authorize the City Manager to execute the attached professional services agreement.

Attachments:

1. Draft Contract_Azle
2. Exhibits

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the **City of Azle** a **Home Rule City** of the State of **Texas** ("Client"), duly authorized to act by the **City Manager** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

W I T N E S S E T H:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY ENGINEER. Engineer shall provide to Client basic engineering services as described in the Scope of Services attachment and fully incorporated herein as "**Exhibit A"** which services may include, but will not be limited to, those services normally rendered by an engineer to a **Home Rule City.** Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. COMPENSATION. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) provide site access, and to provide those services described in the attached Scope of Services, assist Engineer in obtaining access to property necessary for performance of Engineer's work for Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION OF WORK. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client

_______________/__________________
Client Initial / Date

understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. SOLE PARTIES AND ENTIRE AGREEMENT. This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be $2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing any work for Client.

X. PROMPT PERFORMANCE BY ENGINEER. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of **Texas** applicable to such engineering services contemplated by this Agreement.

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

XIII. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in ***Tarrant & Parker Counties*** **County, Texas.**

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement

_____________/________________
Client Initial / Date

supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. DISPUTE RESOLUTION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

_______________/__________________
Client Initial / Date

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS ($10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

_____________/________________
Client Initial / Date

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of ______________________, 20___.

HALFF ASSOCIATES, INC.		**CLIENT: CITY OF AZLE, Texas**	
By:	____________________________________ Signature	By:	____________________________________ Signature
	____________________________________ Kimberly Miller		____________________________________ Tom Muir
	____________________________________ Title		____________________________________ Title
	____________________________________ Date		____________________________________ Date

______________/_________________
Client Initial / Date

4000 Fossil Creek Blvd.
Fort Worth, Texas 76137
(817) 847-1422

January 20, 2022

David Hawkins
Director of Planning & Zoning
Town of Azle
1700 Commons Circle, Suite 200
Azle, TX 76226

Dear Mr. Hawkins:

Halff Associates, Inc. is pleased to present the following proposal and fee schedule to the City of Azle to provide planning services for the Comprehensive Plan.

We propose the following Scope of Work as described in Exhibit A. Exhibit B includes the Fee Schedule, Exhibit C provides a proposed schedule, and Exhibit D provides a list of additional value-added services.

We appreciate the opportunity to submit our proposal on this project. Please feel free to contact me at 817-764-7509 or kmiller@halff.com if you have any questions or comments regarding the proposal.

Sincerely,

Kimberly Miller, AICP
Director of Planning
HALFF ASSOCIATES, INC.

4000 Fossil Creek Blvd.
Fort Worth, Texas 76137
(817) 847-1422

EXHIBIT A
DRAFT SCOPE OF SERVICES
Azle Comprehensive Plan | Azle, Texas

The primary purpose of this planning effort is to prepare a new comprehensive plan for the City of Azle. This plan will provide guidance for the physical development, redevelopment, and future direction of growth and governance within Azle's planning area. This planning process and the resulting policies will be critical to the City's ability to promote and manage growth as well as protect and enhance key areas of importance while accommodating future trends. This includes identifying what makes the City of Azle unique, establishing the vision of what Azle wants to become in the future, and determining how it will achieve that vision through ongoing execution of the implementation action plan.

The primary deliverable will be a new City of Azle Comprehensive Plan containing a future land use map and a prioritized implementation action plan with associated policies and strategies. In addition, Halff will develop a small area plan for the Downtown Area that will be incorporated as a section or chapter of the overall Comprehensive Plan.

Key Halff project staff assigned to this effort include:

Halff Associates, Inc.
- Matt Bucchin, AICP – Principal in Charge/Strategic Director
- Kimberly Miller, AICP, Project Manager
- Kelsey Poole, AICP – Deputy Project Manager
- Brennan Kane, Assoc. AIA – Economic Development, QA/QC
- Raul Orozco, GIS Services Coordinator
- Maddie Skidmore, Community Engagement Coordinator

Catalyst Commercial Inc.
- Jason Claunch, President

Once the Contract Negotiation period is concluded, we will set up a kickoff meeting with relevant City staff to review all policies, procedures and a project management framework. Throughout the process, the Halff team will submit monthly progress reports to accompany project invoices to ensure that the City can track progress and budget.

HALFF

PROJECT PROCESS ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The City of Azle will be referred to as **City** in this document, and the member consulting firms will be individually or collectively referred to as **Halff**. Halff Associates, Inc. will serve as the prime firm, and subcontracting firms include Catalyst Commercial.
2. The project planning area will encompass the existing Azle City Limits and the City's statutory extraterritorial jurisdiction (ETJ).
3. The City will appoint a contact person [Project Administrator] to work with Halff to act as an intermediary between City staff, City Council, Planning and Zoning Commission, other appointed officials, the Steering Committee, outside consultants, and other City, county and state government staff persons as required. Halff will take direction from the City's Project Administrator or City Manager only.
4. The City of Azle will coordinate facilities, refreshments, and advertising for all stakeholder group and public meetings.
5. The City will be responsible for advertising for all meetings and announcements. This includes outreach via the City's existing social media channels (e.g., Facebook, Twitter, Next Door, etc.).
6. The City will be responsible for coordinating and securing transportation for programmed public outreach events (i.e. group tours).
7. The City will commit the necessary resources to prepare adequately for the promotion of citizen participation in, and media coverage of, key community involvement meetings. The City might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support.
8. The City will provide information from all previous planning studies and master plans that may have an effect on the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the City will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
9. The City will provide Halff with an updated digital base map of the planning area in February 2023. This will include at a minimum, City Limits and Extraterritorial Jurisdiction (ETJ) lines, School district lines and Roadway centerlines.
10. The City's engineer will convert its existing CADD to GIS files for Zoning, Future Land Use, Master Thoroughfare, Water, Sewer, and Public facilities (including police, fire, hospital, library and other major public facilities) and provide those files to Halff within the first two months of this contract. All available data on park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS or CADD files available will be made available for the completion of this planning process.
11. Additional GIS services for producing other GIS layers or coordination with other City staff or subconsultants may be requested at the rate shown on Attachment B.
12. Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as stand-alone documents.
13. Additional printing or publication expenses will be charged in accordance with Exhibit B. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the scope of services.
14. Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

4000 Fossil Creek Blvd.
Fort Worth, Texas 76137
(817) 847-1422

HALFF

COMPREHENSIVE PLAN SCOPE OF SERVICES

COMMUNITY ENGAGEMENT

Public and stakeholder involvement is a critical ongoing function and will occur within each phase of the planning process. The following summarizes both the types of public involvement and the likely schedule of consultant visits. The COMMUNITY ENGAGEMENT section detailed below includes all engagement opportunities for each of the following audiences:

1. Elected and Appointed Officials
2. Comprehensive Plan Steering Committee
3. Stakeholder Focus Groups
4. Public /Community Activities

Where engagement opportunities serve multiple audiences, they may appear more once on the list. Events or meetings tagged as OPTIONAL in the text are additional services the City could choose to add, and are not included in the base fee. If desired, these meetings could be added for the fees listed in Exhibit B.

Project Website *(Task 1.3)*

Halff will develop and maintain a stand-alone project website throughout the planning process. This website will contain key information regarding public input, key dates and milestones, plan progress, maps, and other interactive features meant to convey the critical components of the planning process. Halff will purchase the domain name and maintain the website via ArcGIS Hub for the duration of the planning contract. The website will be rolled-out in conjunction with kicking off the Community Survey and in advance of the first Community Touchpoint.

Elected and Appointed Official Engagement

Elected and appointed officials will be engaged throughout the development of the plan.

- ***Meeting 1: Visioning (Task 2.3). (Visit #02).*** Halff will meet with the City Council, Planning & Zoning Commission, Economic Development Department, and others as indicated to introduce the process and solicit visioning input. Where possible, these meetings will be consolidated for joint meetings.

- ***Meeting 2: Scenario Planning Workshop. (Task 3.2). (Visit #04).*** Halff will facilitate a joint workshop with City Council, Planning & Zoning Commission, and the Steering Committee to introduce a baseline scenario for future growth and development and to generate two alternative growth scenarios based on characteristics of the defined community vision.

- ***Meeting 3: OPTIONAL, (held in Conjunction with Steering Committee): Downtown Inspiration Tour. (Task 5.1) (Visit #06).*** Halff will lead a one-day driving tour with the City Council, Planning & Zoning Commission, and Steering Committee members to show examples of other Downtowns in communities with similar characteristics to Azle in the Dallas-Fort Worth (DFW) area that can serve as inspiration for the small area plan. The tour will focus on identifying the features, such as scale, land uses, location, adjacency, amenities, landscaping, and urban design standards that contribute to the center's "sense of place" and that could be implemented in Azle. During the tour, Council and Steering Committee members will complete a brief questionnaire to identify features of each downtown they would like to incorporate into Azle's City center.

- ***Meeting 4: Plan and Implementation Review (Task 6.3) (Visit #08).*** Halff will present the draft comprehensive plan document that incorporates all the analysis and engagement from previous phases during a joint City Council, Planning & Zoning Commission, and Steering Committee work session.

- ***Meeting 5: Plan Adoption (Task 6.4) (Visit #10).*** Following a formal endorsement recommendation from the Steering Committee, Halff will present the draft comprehensive plan for formal adoption to consist of two public hearings:
  - *Planning & Zoning Commission Public Hearing* - Conduct a public hearing with the Planning & Zoning Commission and receive the formal recommendation of the final plan.
  - *City Council Public Hearing and Consideration of Adoption* - Present the final recommended plan for approval to the City Council for their consideration of adoption.

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Steering Committee Meetings
Utilize a broadly representative Comprehensive Plan Steering Committee to provide key input and oversight of the development of the comprehensive plan. The Steering Committee should be comprised of 10-15 members identified by staff or formally appointed by City Council. The Steering Committee will be convened for five total meetings (with an optional 6th meeting) throughout the planning project. The Steering Committee will also be invited to attend the community-wide meetings to serve as ambassadors for the planning process and the draft plan.

- ***Meeting 1: Kick-off/Visioning. (Task 2.3) (Visit #02).*** Halff will facilitate a kick-off meeting to introduce the purpose of a comprehensive plan, the planning process, the Committee's role throughout the process, and solicit visioning input to ensure that the planning process is community driven. Activities will be designed to facilitate group discussions around Azle's opportunities and to begin to identify the future vision for the community within the 20-year horizon.

- ***Meeting 2: Scenario Planning Workshop. (Task 3.2) (Visit #04).*** Halff will facilitate a joint workshop with City Council, Planning & Zoning Commission, and the Steering Committee to introduce a baseline scenario for future growth and development and to generate two alternative growth scenarios based on characteristics of the defined community vision.

- ***Meeting 3: Future Land Use Map & Key Plan Themes (Task 4.3) (Visit #05).*** Halff will present and discuss the key outcomes of the technical analysis and engagement outcomes with the Committee to gain feedback on the draft future land use map, plan elements, and plan vision. Committee feedback will be incorporated into the final draft plan document.

- ***Meeting 4: OPTIONAL, (held in Conjunction with Elected & Appointed Officials) City Center Inspiration Tour. (Task 5.1) (Visit #06).*** Halff will lead a one-day driving tour with the City Council, Planning & Zoning Commission, and Steering Committee members to show examples of other City centers in communities with similar characteristics to Azle in the Dallas-Fort Worth (DFW) area that can serve as inspiration for the small area plan. The tour will focus on identifying the features, such as scale, land uses, location, adjacency, amenities, landscaping, and urban design standards that contribute to the center's "sense of place" and that could be implemented in Azle. During the tour, members will complete a survey to identify features of each downtown they would like to incorporate into Azle's City center.

- ***Meeting 5: Plan and Implementation Review (Task 6.3) (Visit #08).*** Halff will present the draft comprehensive plan document that incorporates all the analysis and engagement from previous phases in a joint work session with the Steering Committee, City Council, and Planning & Zoning Commission.

- ***Meeting 6: Plan Endorsement (Task 6.4) (Visit #09).*** Halff will present the final plan for Steering Committee review and seek endorsement of the plan.

Stakeholder Listening Sessions *(Task 2.3) (Visit #02).*
Halff will invite key stakeholders to participate in focus groups sessions to discuss issues and opportunities for Azle. Up to six focus group sessions (60-75 minutes) with key stakeholders will be scheduled over a two-day period during Phase 2. These small group listening sessions would be comprised of 10-15 people per meeting and are intended to identify issues and recommendations for the future of Azle. Meetings with the following potential stakeholders are suggested but may be altered based on suggestions by the City. Staff and representatives from various elected and appointed boards and commissions should be interspersed throughout each meeting depending on the topic of that particular meeting. Listening sessions would likely include:

- Key staff from City departments and other governmental agencies like Tarrant County and Parker Counties, TxDOT, NCTCOG;
- Chamber of Commerce and Azle Economic Development Department and business owners;
- Local realtors, developers, and builders;
- Independent School District;
- Neighborhood organizations, Homeowners associations (HOAs), and neighborhood watch groups;
- Local non-governmental organizations (social services, environmental, community, arts, historical, religious);
- Those interested in mobility, including local and regional transportation officials and bicycle/pedestrian interest groups; and
- Those interested in quality of life (e.g., parks, recreation, and trails; environment; beautification; civic spaces, tourism, etc.).

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Community Meetings and Activities

- ***Meeting/Activity 1: Kick-Off Meeting. (Task 2.3) (Visit #03).*** Conduct a kick-off public meeting to introduce the plan process and solicit visioning input to ensure that the planning process is community driven.

- ***Meeting/Activity 2:* Online Survey *(Task 2.3).*** Halff will design and administer an online survey to capture residents' thoughts about issues and opportunities related to comprehensive plan topics. This task includes a draft survey and flyer and vetting with City staff. The City will be responsible for widely advertising the survey through social media and other outreach tools. It is recommended that the City consider offering participation incentives to take the survey. Halff will tabulate results, which will inform plan themes (Task 4.2) and implementation recommendations (Task 6.1). The survey will remain live for 4-6 weeks.

- ***Meeting/Activity 4: Downtown Plan Charrette. (Task 5.2) (Visit #07).*** Halff will conduct a community-wide design charrette to present draft concepts and seek feedback on the vision for the City center. Anticipated exercises could include visual preference activities, sketch concepts, and vignette presentations.

- ***Meeting/Activity 5: Draft Plan Review (Task 6.3) (Visit #08).*** Halff will present the components of the draft comprehensive plan to the public. Interactive activities will be designed to gain final feedback from the community on the draft plan recommendations. Feedback will be incorporated into the final draft document to be presented to the Planning and Zoning Commission and City Council for formal recommendation and adoption.

Anticipated Consultant Visit Sequence

Subject to change throughout the process. Some visits will occur over several days.

Visit 01: Community Driving Tour

Visit 02: Visioning Meetings
- Elected/Appointed Officials Visioning Meetings
- Steering Committee Meeting #1
- Stakeholder Listening Sessions

Visit 03: Kick-Off Public Meeting (Meeting #1)

Visit 04: Scenario Planning Workshop
- Steering Committee (Meeting #2), Council, and P&Z Joint Meeting

Visit 05: Draft Future Land Use Map and Plan Themes Review
- Steering Committee Meeting #3
- Public Meeting #2

Visit 06: Downtown Inspiration Tour OPTIONAL (Would constitute Steering Committee Meeting #4)

Visit 07: Small Area Plan Charrette
- (Public Meeting #3)

Visit 08: Plan and Implementation Review
- Steering Committee (Meeting #5), Council and P&Z Joint Meeting
- Public Meeting #4 **OPTIONAL**

Visit 09: Steering Committee Plan Endorsement (Meeting #5)

Visit 10: Plan Adoption
- Planning & Zoning Commission
- City Council

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PHASE 1 | ZONING MAP DEVELOPMENT & PROJECT INITIATION

Task 1.1 Zoning Base Map Update
Update existing base maps/GIS files to serve as the foundation of this planning effort and work with City Engineer and GIS host as applicable to prepare GIS system for internal use and online posting. Ensure that the resulting zoning map includes an aerial image, City limits, roads, parcels, and zoning designations based on information provided by the City. Digital files will be created as needed for future revisions.

- **Data Acquisition.** Halff will request documents and data needed to update the latest zoning map from City staff including zoning, roadway, subdivision, parcel, and platting information.
- **Zoning Map Development.** Halff will use the Zoning layer prepared by the City Engineer to refine the zoning map based on provided data.
- **Zoning Map Presentation and QAQC.** Halff will submit the draft zoning map for City review and revise based on staff input.

Task 1.2 Project Initiation and Administration
Includes preliminary "behind-the-scenes" work between City staff and the Halff team to prepare for the planning effort. The following activities will confirm the planning process, quality assurance, and anticipated deliverables.

- **Project Initiation Meeting.** Halff will coordinate a kick-off conference call with City staff to discuss project logistics, establish key milestones, discuss the Request for Information (RFI), refine the planning process and calendar, and discuss the composition of the Steering Committee and stakeholder listening session groups.
- **Monthly Progress Reports.** Halff will submit monthly progress reports to document progress made on the different phases of the plan.
- **Bi-weekly Calls.** Halff will set up bi-weekly coordination calls with pertinent City staff to discuss coordination items.

Task 1.3 Pre-Planning and Background Information
Includes collection of previous planning studies and information to serve as a foundation for the planning effort.

- **Base Map**. Halff will prepare a base map template and confirm extents and graphic format with the City. Once confirmed, this map template will be used for all subsequent maps prepared for this planning process.
- **Data Acquisition.** Halff will request existing plans and background data from City staff including digital copies of existing plans, studies, and other information that may impact this planning process.

Task 1.4 Community Outreach Plan
Finalize the community outreach plan that will guide all public and stakeholder engagement throughout the planning process.

- **Engagement Plan.** Halff will work with staff to finalize the engagement plan for the planning process. The introductory section to this Scope of Work will provide the City with a menu of options.
- **Project Brand.** Halff will develop a recognizable project brand at the beginning of the project that will be utilized throughout the project. Brand development will include logo, color scheme, font and graphic style guide to be used for public printed materials, advertisements, website and other documents, including final plans and publications.
- **Project Website.** Halff will create a stand-alone project website that will serve as a repository for all plan-related information and communications.

Deliverables:

1. Request for Information (RFI),
2. Plan base map template
3. PDF Zoning map and Enhanced GIS shapefiles
4. Summary of existing studies to be incorporated into the plan document,
5. Engagement plan, project brand
6. Project website.

Meetings: Kick-off conference call, bi-weekly project calls.
Items Provided by City: All GIS layers developed by the City, including basemap and converted CADD files, as well documents and data related to zoning updates and subdivision development, parcel data, and platting information since the latest zoning map update. All data/plans/studies requested in the RFI; confirmation of base map; confirmation of project brand; and promotion of project website on City website and social media channels.

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PHASE 2 | EXPLORE

Task 2.1 Community Audit

Includes existing conditions analysis to identify current issues and future opportunities to be addressed by the planning process.

- **Existing Studies Review.** Halff will review and analyze previous studies/plans and other documentation that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.
- **Demographic Review.** Halff will review and incorporate baseline demographic and socioeconomic data from the U.S. Census Bureau and other sources as may be necessary and/or applicable. The 2020 Decennial Census and the latest 5-year American Community Survey estimates available at the time of project initiation will be used.
- **All-Hazards Analysis.** Halff will work with the community to identify potential hazards that may impact future development potential, including adopted flood maps, current hazard mitigation plan and relevant flood studies as well as Wildland-Urban Interface data.
- **Community Driving Tour.** Halff will participate in a driving tour with staff to learn more about issues and opportunities.
- **GIS Digitization.** Halff will work with the City to digitize GIS data layers needed for the comprehensive plan and Downtown area plan analysis as needed.
- **Record of Accomplishments.** Halff will prepare a record of accomplishments form which staff may use to complete re: initiatives/actions from previous planning efforts and what initiatives/actions are still needed.

Task 2.2 Market Analysis

Includes preparation of an analysis to explore long-term capacity for housing, retail/ commercial and other land uses that may generate tax base expansion opportunities. The analysis will be prepared in consideration of the City's regional market position and trends.

- **Market Scan.** Halff will conduct a market analysis scan which will address the feasibility of potential development within the City to determine if future development scenarios (see Phase 3) can be fiscally supported by the existing and future market.
- **Market Demand Analysis.** Halff will undertake a build-out market analysis with detailed housing and retail/commercial activation. This process will explore capacity for retail, office, and other commercial uses.

Task 2.3 Community Touchpoint – Visioning

The first series of engagement efforts will focus on visioning discussions and activities. The activities listed below are described in detail in the Community Engagement section of the scope on pages 4-6. The results from these visioning activities will be used to develop the vision, guiding principles, and plan themes.

- **Kick-Off Workshops.** Meet with City Council, P&Z Commission, EDD to introduce planning process and conduct visioning exercises.
- **Steering Committee Meeting.** Introductory meeting with the Steering Committee to introduce the planning process and conduct visioning exercises.
- **Stakeholder Listening Sessions.** Up to six focus group/listening sessions with key stakeholders.
- **Online Survey.** Halff will develop and administer an online survey via SurveyMonkey to capture residents' thoughts about current issues and future opportunities for the community. Halff will create advertisements for the survey to be distributed by City staff.
- **Public Meeting #1.** Conduct a kick-off public meeting to introduce the plan process and solicit visioning input via interactive exercises. Halff will create advertisements for the public meeting to be distributed by City staff.

Task 2.4 Vision and Guiding Principles

Based on feedback from visioning activities (Task 2.3), develop and confirm a plan vision statement and guiding principles for future planning activities. These principles will tie to plan themes that serve as an organization framework for the document (Task 4.2).

Deliverables:

- Community profile documenting existing conditions to be incorporated into final document;
- GIS layer updates;
- Market analysis summary to be incorporated into final document;
- Meeting advertisements, materials, and summaries;
- Draft and final vision and guiding principles.

Meetings: Community driving tour with staff; kick-off workshops; Steering Committee Meeting #1; up to six (6) stakeholder listening sessions; public meeting #1.
Items Provided by City: Coordinate logistics and secure group transportation for community driving tour; identify GIS layers to be digitized; complete record of accomplishments; coordinate reservations for meetings; distribute invitations/advertisements.

PHASE 3 | SCENARIO DEVELOPMENT

Task 3.1 Baseline Scenario

- **Population Projections.** Halff will generate population growth projection ranges based on data sources including the North Central Texas Council of Governments (NCTCOG), Texas Water Development Board (TWDB), and the Texas Demographic Center. In consultation with staff and the Steering Committee, a single population projection figure will be selected for use in the scenario planning exercises, infrastructure capacity analysis, and future land use plan development.
- **Develop Baseline Scenario.** Halff will develop a baseline growth scenario that applies the population projection to land within the planning area based on recent growth and development trends. The scenarios will account for topography and location of high-hazard areas. A map and summary tables will be prepared for presentation at the Scenario Planning Workshop (Task 3.2).

Task 3.2 Scenario Planning Workshop
Halff will facilitate a joint workshop with the City Council, P&Z Commission, and Steering Committee to introduce the baseline scenario and to generate two alternative growth scenarios based on characteristics of the defined community vision. The alternative growth scenarios will focus on different priorities of the community such as rural preservation and development of the City Center and will use the same future population projection to aid in comparison.

Task 3.3 Fiscal Analysis
After the Scenario Planning Workshop (Task 3.2), Halff will evaluate the three growth scenarios to compare the fiscal benefits (i.e., increased tax revenues, job creation) to the likely costs incurred by the City to support new development. These findings will be shared with the Steering Committee, City Council, and P&Z to help develop the preferred scenario (Task 3.5).

Task 3.4 Infrastructure Capacity Analysis
Halff will assess existing infrastructure (utilities, transportation, public services) capacity and provide a planning level cost estimation of additional infrastructure and services needed to satisfy each of the three growth scenarios.

Task 3.5 Preferred Development Scenario
Based on the feedback from the Scenario Planning Workshop, Halff will develop a preferred growth scenario that will serve as the framework for the future land use map (Task 4.1). A map and summary tables will be prepared.

Deliverables:
- Draft and final population projections;
- Maps and summary tables for baseline scenario;
- Two (2) alternative growth scenarios, and preferred scenario;
- Fiscal analysis summary;
- Infrastructure analysis summary.

Meetings: Scenario Planning Workshop with Steering Committee, City Council, and P&Z Commission.
Items Provided by City: Review and confirmation of population projections; review of scenario summaries; reservation for meetings.

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PHASE 4 | FUTURE DEVELOPMENT GUIDANCE

Task 4.1 Future Land Use Map

- **Analysis.** Using guidance provided during the Scenario Planning workshop, Halff will determine the preferred growth scenario and analyze the City's direction of growth; opportunities and limitations and capacity of infrastructure (e.g., water, wastewater, and drainage); public services (e.g., fire and police protection, etc.); as well as the projected build-out. Prepare a growth and potential annexation strategy (consistent with state annexation laws and processes). Inventory of the City's natural resources against current development policies and practices. Analyze public safety efforts, utility systems and infrastructure master planning efforts in conjunction with the City's capital improvement program (CIP) and the requisite services required to support the City's projected future population.
- **Future Land Use Map.** Halff will prepare the *Future Land Use Map (FLUM)* based on the preferred development scenario that identifies distinct character areas, districts, and corridors throughout Azle. The new map should reflect recent development and economic trends, and areas for potential redevelopment and annexation. The *FLUM* will provide policy recommendations on land use and community character and the elements which contribute to enhancing a sense of place, including gateways, urban design, public gathering spaces, and the relationship between streets and the built environment.
- **Master Thoroughfare Plan.** Halff will identify opportunities to enhance street standards through context-sensitive design to support distinct character areas, districts, and corridors throughout Azle. If necessary, Halff will suggest modifications to the Master Thoroughfare Plan (MTP) for consistency with the preferred growth scenarios and character area development map.

Task 4.2 Development of Plan Themes

Halff will draft plan themes based on the established guiding principles. Included with each theme will be a discussion on existing conditions, a series of policies and actions to achieve the community goals, and information on implementation. The following plan themes are preliminary and are subject to change based on the course of the plan process.

- **Community Character.** Focuses on the quality of future growth and development.
- **Economic Growth.** Focuses on an economic development strategy to position the City for growth that is fiscally resilient.
- **Resource Management.** Focuses on current and future needs related to infrastructure capacity, mobility needs, public services and management and preservation of natural resources..
- **Quality of Life.** Focuses on aspects of the community that improve quality of life such as access to parks and recreation opportunities and neighborhood preservation.

Task 4.3 Community Touchpoint – Future Development

Halff will present the draft future land use map to gain feedback on the map and plan direction. Review and discuss the preliminary information on the plan themes (Task 4.2).

- **Steering Committee Meeting.** Present the draft *FLUM* and make refinements based on the review.
- **Public Meeting.** Present the draft *FLUM* and plan themes via interactive stations to seek feedback.

Deliverables:

- Future Land Use Map;
- Annexation Strategy;
- Plan Theme Summaries.

Meetings: Steering Committee Meeting; Public Meeting.

Items Provided by City: Datasets to develop annexation strategy and FLUM (Utilities, Natural Resources, Transportation, etc.); reservation of meeting spaces; sending meeting advertisements; and review of draft materials.

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PHASE 5 | DOWNTOWN PLAN

Task 5.1 Background and Context

- **Inspiration Tour**. OPTIONAL (see community engagement section for details). Halff will lead City officials and the Steering Committee on a one-day driving tour of Downtowns within the DFW area that can serve as inspiration for Azle City Downtown. The tour will focus on identifying the features, such as scale, land uses, location, adjacency, amenities, landscaping, and urban design standards that contribute to the center's "sense of place" and that could be implemented in Azle.
- **Existing Conditions.** Halff will review the recommendations of the most recent Downtown plan to determine accomplishments and potential action items for a revised plan. Using data organized in Task 2.1 (Community Audit), the Team will determine potential improvements to the existing Downtown and location of new commercial development and critical facilities. The analysis will consider existing constraints and opportunities, identify the land use pattern needed to support development and growth, and analyze the City's future growth and capacity needs.

Task 5.2 Downtown Plan Charrette

Halff will conduct a community-wide Small Area Plan Charette designed to present draft concepts and seek feedback on the vision for Downtown Azle. The Charette is designed to encourage quick processing of ideas and concerns. The Halff team will generate ideas and detailed planning concepts and also illustrate stakeholder and participant ideas and creative thoughts. Anticipated exercises could include visual preference surveys, sketch concepts, and vignette presentations. The Downtown Plan Charette will focus on the following areas:

- Physical Changes to help activate a City Center
- Regulatory Changes to local ordinances
- Marketing Strategies
- Customer Attraction Changes

Task 5.3 Draft Downtown Plan

Using the existing conditions analysis and community feedback, Halff will develop a Downtown Plan to be incorporated as a section or chapter in the overall comprehensive plan document that focuses on the development of a City Center that can serve as a central community gathering space. The Plan will include:

- Framework for architectural, streetscape, environmental, and placemaking patterns that will guide future updates to regulations and investments within the City center.
- Suitability analysis for future development that considers flood and wildfire risk, open space and habitat assets
- OPTIONAL A conceptual rendering of the City center that illustrates development patterns, architectural, streetscape, and community design standards, natural features, open spaces, and roadways and parking standards.

Deliverables:

- Downtown Plan Location Map;
- Framework for Design Guidelines;
- OPTIONAL Detailed rendering of Downtown vision.

Meetings: Small Area Plan Charrette, Downtown Inspiration Tour OPTIONAL

Items Provided by City: Coordinate and secure group transportation for inspiration tour; reservation of meeting spaces; distribution of meeting advertisements; and review of draft materials.

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PHASE 6 | IMPLEMENTATION

Task 6.1 Implementation Program
Prepare a preliminary implementation plan that categorizes and prioritizes recommended policy and investment actions. The implementation plan will include information on the type of action, timeframe, and responsible entities. A list of capital projects and asset management-related projects will also be developed to connect to the City's existing capital improvement program.

Task 6.2 Draft Plan
Halff will prepare a draft comprehensive plan document that incorporates all of the analysis and engagement from previous phases. Final chapter titles and arrangements may vary based on public input and desired strategic directions. Plan elements will conclude with a summary list of key policies which should guide specific growth-related issues. The following plan elements are proposed:

- *Land Use, Character, and Placemaking*. Update the *Future Land Use Map* to better reflect different areas of community character. Provide policy recommendations on land use and community character, and the elements which contribute to enhancing a sense of place, including gateways, urban design, public gathering spaces, and the relationship between streets and the built environment.
- *Transportation and Mobility*. Incorporate necessary information from the City's thoroughfare plan and make recommendations as to its implications on the future growth of Azle and other plan elements. This involves an assessment of the City's thoroughfare network to include recommendations, which could feed into a future transportation plan update. This element would also establish policies for potential street sections that address all modes of transportation including pedestrian, bicycle, and automobile.
- *Housing and Neighborhoods*. This element will establish recommendations that consider a variety of housing options and densities and will be integrated with Future Land Use and Thoroughfare Maps. This element will also identify best practices in developing complete and quality neighborhoods.
- *Parks, Recreation, and Open Space*. Determine opportunities to develop recreational and natural assets, including neighborhood and community parks, trail networks, as well as open space resources. Significant open tracts and utility and floodway corridors may protect current and future development from risk, while also providing opportunities for parks, trails, and recreational facilities that enhance the City's goals for placemaking, and resilience to natural disaster to help support Azle's community vision.
- *Economic Prosperity.* Build economic prosperity and resilience into a long-term vision for the City of Azle which will involve an understanding high-level aspects of local economic conditions through data analysis, site observations, and interviews.

Task 6.3 Community Touchpoint – Plan Review
Halff will host a joint work session and a final public meeting to present key components of the draft plan with interactive exercises. Community feedback will be incorporated into the draft plan that will be presented for approval in Task 6.4.

- **Plan and Implementation Review Work Session.** Joint meeting of the Steering Committee, City Council, and Planning & Zoning Commission to review the draft plan and participate in implementation prioritization exercises.
- **Public Meeting.** OPTIONAL Final public meeting to review the draft comprehensive plan.

Task 6.4 Approval Meetings
- Prepare the Public Hearing Draft plan for review at public meetings.
- A final Steering Committee meeting will be held to present the final draft and seek endorsement.
- Formal recommendation for the plan adoption will consist of two public hearings:
  - *Planning & Zoning Commission Public Hearing* - Conduct a public hearing with the Planning & Zoning Commission and receive the formal recommendation of the final plan.
  - *City Council Public Hearing and Consideration of Adoption* - Present the final recommended plan for approval to the City Council for their consideration of adoption.
- Post-adoption, Halff will transmit document originals and published plans to the City.
  - *Document originals*. Halff will provide a consolidated PDF of the adopted Comprehensive Plan for posting on the City's website. Halff will also provide two (02) full-color, bound copies of the adopted plan.
  - *Electronic files*. Halff will provide original GIS and Adobe InDesign files of the plan document.

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- *Additional copies*. Printing of additional copies beyond those listed above is an Additional Service per Exhibit B

Deliverables:

- Draft and Final Comprehensive Plan;
- Implementation Program;
- Electronic files;
- Two (02) printed plan copies.

Meetings: Steering Committee; Public Meeting; adoption meetings with P&Z and City Council.
Items Provided by City: Reservation of meeting spaces; sending meeting advertisements; and review of draft materials.

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PHASE 7 | Master Thoroughfare Plan

The Master Thoroughfare plan will be a forward-thinking document aligned with the Comprehensive Plan that considers multiple modes of transportation, including highways, local roads, pedestrian and bicycle networks as well as access to transit. Recommendations will be established around resilience and sustainability best practices.

Task 7.1: Project Management And Coordination

The objective of this task is to affirm timely completion of project with expected high-quality deliverables. Project management will span the duration of the project and include monitoring and coordination of services to be provided. This will also include regularly scheduled project status meetings with client and monthly invoicing and progress reports.

- Project Management Plan
- Project Schedule
- Public Involvement Plan
- Project Status Meetings
- Project Kickoff Meeting

Task 7.2 Identification Of Issues, Needs, And Analysis

The objective of this task is to identify and evaluate mobility needs and issues in Azle and propose alternatives to improve mobility and connectivity.

- Existing Conditions Analysis
- Connectivity Analysis
- Active Transportation Network
- Thoroughfare Plan Refinement
- Capital Improvement Plan

Task 7.3: Final Plan And Implementation

A final plan will be developed based on thoughtful community engagement and include identified vision, goals and objectives, performance measures, and prioritized recommendations. At minimum, the final plan will include the results of the following tasks: project management plan, public involvement plan, existing conditions factbook, analysis summary, public engagement summary, interactive map and online survey results, conceptual layouts and cross sections, thoroughfare plan update, and implementation plan.

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PHASE 8 | Parks & Recreation Master Plan Update

In order to maximize park access throughout the City, this master plan will provide a state and national perspective on the latest trends in parks and programming, examine the City's existing park assets and identify strategic opportunities to increase park access. The plan will also assess the potential of new parcels for park development, and consider how existing parks can be designed to provide additional recreational and ecosystem benefits. We will also recommend strategic trail and sidewalk improvements to improve physical access to existing parks. This planning effort will help the City achieve financial sustainability for all existing and future parks and facilities, including an understanding of capital investment, operations and maintenance costs and lifecycle replacement for all amenities and facilities.

We recommend this three-phased approach to developing the Parks, Recreation and Open Space Master Plan. Activities will begin with the Visioning Phase of the Comprehensive Plan, with the process accelerating as the Comprehensive Plan enters the Phase 4 (see above). Project management processes and procedures will be established at the beginning of the Comprehensive Plan process. he overall estimated timeframe to complete is 12 months; some phases may run concurrently for maximum efficiency.

Task 8.1 Discovery & Analysis
The first phase involves developing a greater understanding of the issues and opportunities of the existing park system. We anticipate that it will run concurrently with the Comprehensive Plan process, and that key questions will be addressed during the visioning process. This phase will include a community needs assessment to determine system needs today and in the future and compare with national standards and local benchmark communities.

- **Major tasks**: Data Collection; Park System Tour; Existing Conditions & Inventory; Visioning Meetings; Park Equity and Access Analysis, Fiscal Analysis, Community Needs Assessment; Goals Development

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Deliverables:

- Community Profile; Existing Conditions Assessment; Public Engagement Summary; Key Takeaways from Needs Assessment; Goals & Objectives

Task 8.2 Develop Recommendations
This phase involves working with the community to develop Concept Plans for the City's signature parks as well as developing draft recommendations to serve as a blueprint for the next 10+ years for the parks, recreation, and open space system.

- **Major tasks**: Parks, Recreation Facilities, Open Space and Natural Areas Assessment, Recommendations; Project Prioritization; Cost Estimates; Capital Improvement Planning; Park Concept Plans.

Deliverables

- List of Recommendations; Prioritization Exercises; Cost Estimates

Task 8.3 Create Implementation Action Program
This phase involves creating the implementation action program which will guide the improvements of parks and facilities and include information on associated timeframes, priorities, potential partners, costs, and metrics to track progress.

- **Major tasks**: Implementation Action Program; Identify Funding Sources; Draft & Final Master Plan; Approval Process

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Deliverables

- Implementation Plan; Master Plan Report; Executive Summary

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EXHIBIT B
PROPOSED BUDGET

Base Scope of Work – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit 'A' on a lump sum basis. Fees for services will be billed on a monthly basis, based on the percentage of work completed.

Phase	Fee
Phase 1: Project Initiation	$12,500
Phase 2: Explore	$52,500
Phase 3: Scenario Development	$33,000
Phase 4: Future Development Guidance	$41,000
Phase 5: Downtown Area Plan	$30,000
Phase 6: Implementation	$34,500
Phase 7: Master Thoroughfare Plan w/expanded detail on roadway dimensions, traffic counts, TxDOT roadways, etc)	$60,000
Phase 8: Parks & Recreation Master Plan Update (TPWD Basic Standards)	$82,000
Subtotal	**$203,500**
Reimbursable Expenses	**$1,500**
Comprehensive Plan Total	**$203,500**
Total with Additional Services	**$347,000**

ADDITIONAL SCOPE OF SERVICES

Additional or Optional Meetings:
Each additional meeting or visit beyond those described in the scope will require additional fees to accommodate the request.

Optional Visit 06: Downtown Inspiration Tour	$9,000
Additional Steering Committee Meetings	$1,800
Additional Public Meetings with elected or appointed officials	$3,000
Public Meeting #4 or additional Open House (pre-meeting preparation/post-meeting follow-up)	$9,000

Printing Expenses:
Printing expenses of additional plan copies are not included in base fee in this scope of services. Additional plan copies can be provided at the following rates:

Prints - Letter and Legal/Color	$0.20/sheet
Prints - Letter and Legal/B&W	$0.10/sheet
Prints - 11x17/Color	$1.50/sheet
Prints - 11x17/B&W	$0.75/sheet

GIS Services:
Additional GIS services desired to assist the City and its vendor with preparing Zoning map for posting and maintenance at an hourly rate

GIS Technician	$125.00/hr (approx.)

HALFF

4000 Fossil Creek Blvd.
Fort Worth, Texas 76137
(817) 847-1422

EXHIBIT C
PROPOSED SCHEDULE

Halff will complete the project within one year from date of execution of contract. Schedule subject to change if key meetings with City Council are not maintained.

Project Schedule 2023-2024													
	2023												2024
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN
Phase 1: Zoning Map Development & Project Initiation													
Task 1.1: Zoning Map Update													
Task 1.2: Project Initiation and Administration													
Task 1.3: Pre-Planning and Background Information													
Task 1.4: Community Outreach Plan													
Phase 2: Explore													
Task 2.1: Community Audit													
Task 2.2: Market Analysis													
Task 2.3: Community Touchpoint - Visioning													
Task 2.4: Vision and Guiding Principles													
Phase 3: Scenario Development													
Task 3.1: Baseline Scenario & Population Projections													
Task 3.2: Scenario Planning Workshop													
Task 3.3: Fiscal Analysis													
Task 3.4 Infrastructure Capacity Analysis													
Task 3.5 Preferred Development Scenario													
Phase 4: Future Development Guidance													
Task 4.1: Future Land Use Map													
Task 4.2: Development of Plan Themes													
Task 4.3: Community Touchpoint – Future Development													
Phase 5:Downtown Plan													
Task 5.1: Background and Context													
Task 5.2: Small Area Plan Charrette													
Task 5.3: Draft Small Area Plan													
Phase 6: Implementation													
Task 6.1: Implementation Program													
Task 6.2: Draft Plan													
Task 6.3: Community Touchpoint – Plan Review													
Task 6.4: Approval Meetings													

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EXHIBIT D
ADDITIONAL VALUE-ADDED SERVICES

Halff also offers several potential additional scopes of work which may be considered concurrent or following the comprehensive planning process. During the course of or at the conclusion of the project, the City may deem it necessary to request further research or otherwise engage Halff in additional work efforts or subsequent phases not anticipated at project initiation or as set out in the *Base Scope of Services*. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to existing *Base Scope of Services* or set out as follow up additional phase services.

GIS Webmap Development and Maintenance
Halff Associates, Inc. (Halff) is a member of the Esri Partner Network and offers a hosted Geographic Information System (GIS) solution to support local governments with zoning and development, public works asset, and capital project management activities. This hosted solution uses Esri's ArcGIS platform to deliver web maps and mobile GIS applications for the collection and management of zoning updates, water, wastewater, stormwater, streets, traffic and other utility networks or reference layers needed to support the management of local government infrastructure.

Code Assessment and Report
Concurrent with, or as a follow up to the Comprehensive Plan, Halff could prepare a report which analyzes the consistency between the newly adopted Comprehensive Plan and the City's existing development codes. This task would include the following two (2) products:

- *Code Assessment*. Analyze and recommend modifications to the City's codified and uncodified zoning, subdivision, and development-related ordinances, paying particular attention to those recommendations that further implement the City's revised community vision.
- *Memorandum*. Prepare a separate memorandum which examines the relationships between the recommendations and policy directions of the Comprehensive Plan to the City's existing zoning, subdivision, and other development-related ordinances. The memorandum will identify gaps and improve consistency between plan and regulations, identify inconsistencies between regulatory procedures and actual practice, and recommend modifications to improve usability and readability. This memorandum will set the stage for effective implementation of the regulatory improvements identified in Comprehensive Plan.

Development Code Amendments
As a follow up to the Comprehensive Plan, Halff can draft amendments or re-writing of the development code as part of the Implementation Action Plan of the Comprehensive Plan. This task includes the Code Assessment Report (identified above), followed by the drafting of the actual regulatory text and zoning map amendments. The adoption of a Comprehensive Plan (and a new or revised community vision for the future) provides the momentum and opportunity to update the City's regulations. Moreover, while the state does not require a Comprehensive Plan, it does require a municipality's zoning regulations to be adopted in accordance with the Comprehensive Plan (§ 211.004, *Compliance with Comprehensive Plan*, of the Tex. Local Gov't. Code). Halff's staff offers a long history of developing zoning, subdivision, and other development-related regulations from simple ordinance modifications to preparation of entire unified development codes (UDCs). This task would result in the following:

- *Code Amendments*. Halff will undertake the drafting and presenting of the code text amendments in manageable pieces, typically with the same advisory committee used for the Comprehensive Plan, or with a new Zoning Advisory Committee. The actual drafting of the code text amendments will be in accordance with what was endorsed by the City Council as part of the review and approval of the *Memorandum*, and other local, state, and federal laws. Halff represents that is technically competent as any other planning firm to prepare the draft regulatory amendments but will rely on the City Attorney to ensure compliance with the legal requirements of the state.
- *Map Amendments*. Halff will provide strategic recommendations and general framework regarding the mapping of proposed zoning districts (if applicable). Changes to the zoning map are intended to implement the vision set out in adopted changes of the City's future land use plan. As part of this task, Halff will prepare a complete GIS and aerial mapping review of the City to analyze the closeness of fit between the proposed future land use plan, existing development character, and the existing and proposed zoning districts. Halff will prepare the strategic recommendations and general framework so that the zoning map layer can be prepared and vetted using the City's conventions and standards, and so that the layer can be maintained and consistently applied for ongoing code and zoning map administration.

Item Number: 6

City of Azle
Community & Opportunity

Presenter: Tom Muir, City Manager

Agenda Item: Discuss possible issuance of certificates of obligation.

Background and Explanation:

The Tarrant County Transportation Bond election was approved by voters in November 2021, which was also approved by Azle-area voters. When the Bond Program was being considered, Tarrant County requested municipalities to submit street projects for possible inclusion into the Program which would fund 50% of each selected project. The City submitted three (3) projects - Dunaway, Lakeview and North Stewart. Dunaway was selected for inclusion.

To fund the City's portion of the project, the City will need to issue certificates of obligation (COs). These debt instruments will provide funds for the project, with the City pledging to repay the COs over a specified term (i.e. 20 years). Staff anticipates issuing the COs late this summer.

The City's financial advisor, Hilltop Securities, will brief the Council on COs and the possible debt issuance.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None

Item Number: 7

Presenter: **Tom Muir, City Manager**

Agenda Item: **Consider any action on all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of Resolution No. 2023-04 pertaining thereto.**

Background and Explanation:

The Dunaway Lane Reconstruction Project provides for the reconstruction of Dunaway Lane from State Highway 199 to ASh Avenue, widening the roadway to include a middle turn lane as well as replacing and adding a water line and storm drainage as well. Adjacent sidewalks will also be included with the widening of the thoroughfare.

The Project is included in Tarrant County's 2021 Transportation Bond Program which was approved by the voters in November 2021. The Program would provide $2,817,500 towards the Project with the City providing the balance, currently estimated to be $4,787,492 (total estimated Project cost is $7,604,992).

Staff recommends the issuance of $6,000,000 certificates of obligation (COs) in September 2023 with receipt of funds 30-45 days later. The IRS allows projects such as this one to begin prior to the COs being issued as long as the City declares its intent to reimburse the expenditures with the proceeds of the COs. The attached reimbursement resolution declares such intent and enables the City to reimburse itself for expenditures incurred prior to the issuance date.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of Resolution No. 2023-04.

Attachments:

1. Resolution No. 2023-04

RESOLUTION NO. 2023-04

A RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

WHEREAS, the City of Azle, Texas (the "Issuer") intends to issue debt for constructing and improving the Dunaway Lane Reconstruction project, including drainage, landscaping, retaining walls, curbs, gutters, sidewalks, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

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

the Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $6,000,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AZLE TEXAS ON February 7, 2023 REGULAR MEETING

____

Alan Brundrett, Mayor

ATTEST:

____

Yael Forgey, City Secretary

Item Number: 8

Presenter:	**Rick White, Public Services Director**
Agenda Item:	**Consider any action authorizing the City Manager to execute an interlocal agreement with Tarrant County for their financial participation in the Dunaway Lane Reconstruction Project.**

Background and Explanation:

The Dunaway Lane Reconstruction Project provides for the reconstruction of Dunaway Lane from State Highway 199 to Ash Avenue, widening the roadway to include a middle turn lane as well as replacing and adding a water line and storm drainage. Adjacent sidewalks will also be included with the widening of the thoroughfare.

The Project is included in Tarrant County's 2021 Transportation Bond Program which was approved by the voters in November 2021. The Program would provide $2,817,500 towards the Project with the City providing the balance, currently estimated to be $4,787,492 (total estimated Project cost is $7,604,992). Tarrant County has provided an interlocal agreement (ILA) for Council consideration memorializing their commitment, as well as the City's commitment, to the Dunaway Project.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of the ILA.

Attachments:

1. TBP-2021-Azle-Dunaway-Lane-Widening-Funding-ILA-FY23-Proposed-V2

STATE OF TEXAS § **Funding Interlocal Agreement for**
§ **Dunaway Lane Widening**
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Azle, hereinafter referred to as CITY, and collectively referred to as the "parties", for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;

2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;

3. The project benefits the public in that it is a needed transportation project;

4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;

5. The division of costs provided in this ILA constitute adequate consideration to each party; and

6. Both parties acknowledge they are each a "governmental entity" and not a "business entity" as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the "Project", will consist of the construction (or reconstruction) of Dunaway Lane from State Highway 199 to Ash Avenue. The Project calls for widening the roadway to include a middle turn lane as well as burying the current open-channel storm drainage. Adjacent sidewalks will be included with the widening of the thoroughfare. There will also be water line and internal drainage added as well.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

A. All total project costs including construction, right of way acquisition, utility relocation, engineering, planning, surveying, and governmental approval costs (collectively referred to as “Costs”);

B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;

C. Construction agreement administration, site review, permitting, and inspection;

D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;

E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to the NCTCOG’s Transportation Improvement Program (TIP);

F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;

G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and

H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

   “This project is funded by the City of Azle and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program.”

I. Compliance with Laws: In providing the services required by this Agreement, CITY’S Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY’S Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

III.
TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2023, unless terminated as described in Section XIII in this ILA or extended in writing and approved by both parties.

IV.
FISCAL FUNDING ACKNOWLEDGEMENT

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible project costs in an amount not to exceed $2,817,500.00. The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the Project is complete.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this Project.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this Project shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the Project.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement schedule 30 days in advance, if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence by e-mail or regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:	CITY:
County Administrator	City Manager
Tarrant County	City of Azle
100 E. Weatherford Street, Ste. 404	505 W. Main Street
Fort Worth, Texas 76196	Azle, TX 76020

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

APPROVED on this day the _____ day of _______________, 2023, by Tarrant County.

Commissioners Court Order No. ______________.

TARRANT COUNTY, TEXAS	**CITY OF AZLE**
______________________________	______________________________
Tim O'Hare, County Judge	Alan Brundrett, Mayor

APPROVED AS TO FORM:

______________________________	______________________________
Criminal District Attorney's Office*	City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

$________________________ as follows:

Fiscal year ending September 30, 2023:	$ 100,000.00
Fiscal year ending September 30, 2024:	$ 1,207,000.00
Fiscal year ending September 30, 2025:	$ 1,510,500.00

	$ 2,817,500.00

____
Auditor's Office

ATTACHMENT A

Project Information

Jurisdiction:	City of Azle
Project Name:	Dunaway Lane Widening

Project Schedule (by month/year)

	Start Date	Duration (mo.)	End Date
Design:	Jan-23	15	Mar-24
ROW Acquisition:	Jun-23	4	Sep-23
Construction:	Apr-24	16	Jul-25

County Payment by Phase*

Design:	$200,000.00
ROW Acquisition:	$100,000.00
Construction:	$2,517,500.00
TOTAL:	$2,817,500.00

TBP Funding Category: 2021 Call for Projects

**Invoice Schedule*

Design = Completion of Design Phase
ROW Acquisition = Completion of Property Acquisition and/or utility relocation
Construction =Monthly or quarterly throughout the construction period.
Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.

Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY23	$0.00	$0.00	$0.00	$100,000.00	$100,000.00
FY24	$0.00	$200,000.00	$472,031.00	$472,032.00	$1,144,063.00
FY25	$472,031.00	$472,031.00	$472,031.00	$157,344.00	$1,573,437.00
FY26	$0.00	$0.00	$0.00	$0.00	$0.00

Item Number: 9

Presenter: **Tom Muir, City Manager**

Agenda Item: **Prohibiting the sale of pets and other domesticated animals.**

Background and Explanation:

Each councilmember was sent an email from pet store looking to expand in Azle. The email was gauging each councilmember's feeling about the sale of puppies. Councilmember Peek has requested an ordinance prohibiting the sale of puppies in pet stores.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None