



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

March 21, 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

Creighton Morris, Minister of Discipleship - First Baptist Church Lakeside

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.

PRESENTATION

1. Delinquent Tax Collection Report.
Lawrence Bryant, Assistant City Manager

ACTION ITEMS

2. Consider any action approving the minutes of the March 7, 2023 regular council meeting.
Yael Forgey, City Secretary
3. Consider any action on awarding Bid No. 2023-003 for the 2023 Street Rehabilitation Project.
Joanna Ash, Purchasing Agent
4. Consider any action on awarding Bid No. 2023-006 for the Process Chemicals used at the Water and Wastewater Treatment Plants.
Joanna Ash, Purchasing Agent
5. Consider a variance request to Section 27.6 of the City of Azle Code of Ordinances to allow a metal fence in lieu of the required 8' masonry screening wall. The subject property is located at 109 Porter Drive which is generally located on the southwest corner of Porter Drive and Southeast Parkway (Hwy. 199).
David Hawkins, Director of Planning and Development

6. Consider any action on Resolution No. 2023-05 authorizing the City Manager to execute Allergan, Walmart, CVS and Walgreens Opioid Settlement documents and any future settlement documents.

Tom Muir, City Manager

PUBLIC HEARING

7. Conduct a public hearing and take any action on Ordinance No. 2023-06 regarding the 2023 Water and Wastewater Impact Fee Study, Land Use Assumptions, Water and Wastewater Capital Improvements Plans, and the Water and Wastewater Impact Fee Rates.

David Hawkins, Director of Planning and Development

DISCUSSION ITEM

8. Status of 380 and Economic Development Performance Agreement with Azle Management Partners, LP and Gary Shelton.

Tom Muir, City Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

- **551.071 CONSULTATION WITH THE CITY ATTORNEY**

Election Filing Process.

9. Take any action pursuant to Executive Session.

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on March 17, 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,
City Secretary**

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



Presenter: Lawrence Bryant, Assistant City Manager

Agenda Item: Delinquent Tax Collection Report.

Background and Explanation:

Perdue Brandon Fielder Collins & Mott, LLP has performed delinquent property tax collections for several years. Elizabeth Banda Calvo will present a report on those collections.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Azle - Annual 2023 Report



COLLECTION REPORT TO THE CITY OF AZLE

Submitted by: Andy Brink / Elizabeth Banda Calvo

*500 East Border Street, Suite 640
Arlington, Texas 76010
www.pbfcml.com*

March 2023



2020 TAX YEAR ANALYSIS

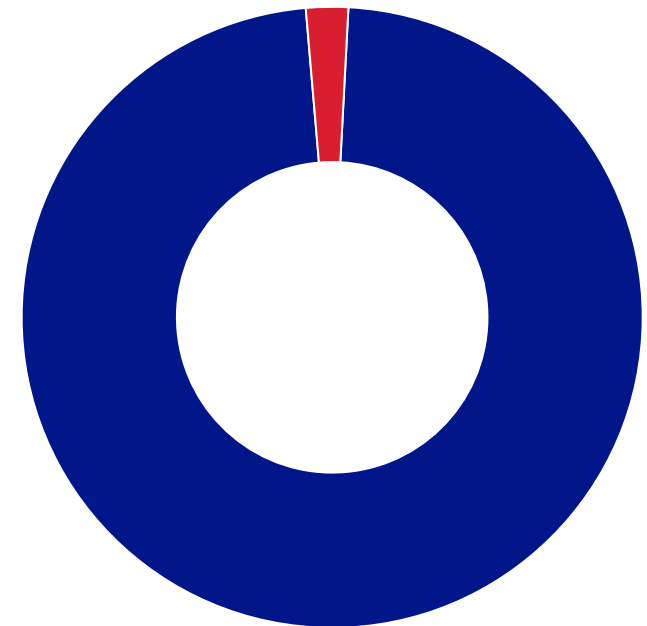
Delinquent Turnover

Original Tax
Levy

• ***\$6,994,033***

Adj.
Delinquent
July 1, 2021
Turnover

• ***\$153,333***
• ***2.19%***



■ Collected ■ Delinquent
97.81% 2.19%



2020 TAX YEAR - DELINQUENT COLLECTIONS

July 1, 2021 - June 30, 2022

**Adj. July 1
Turnover**

• ***\$153,333***

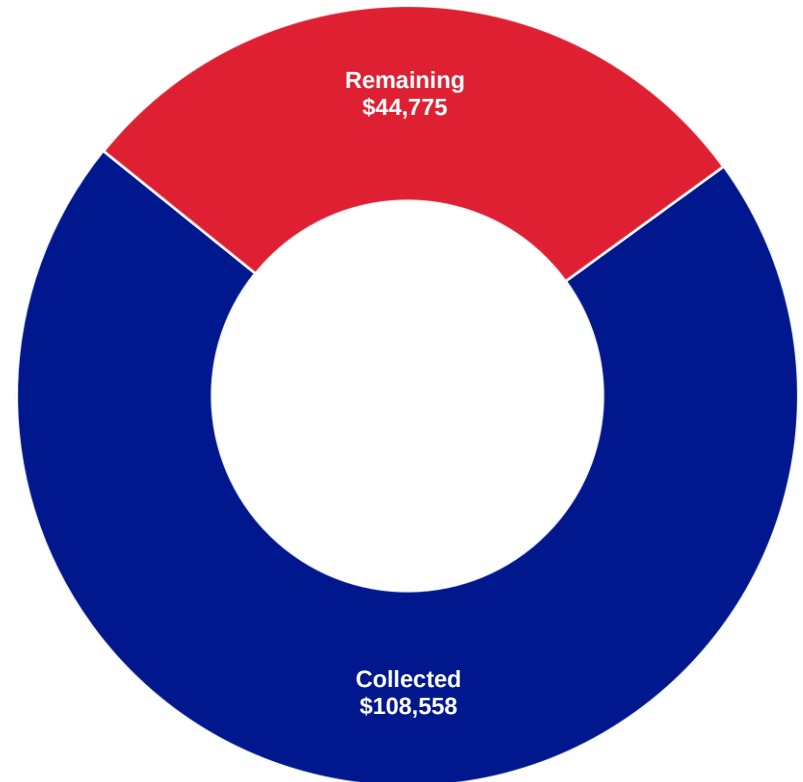
**Base Tax
Collected**

• ***\$108,558***
• ***70.80%***

**Base Tax
Remaining**

• ***\$44,775***

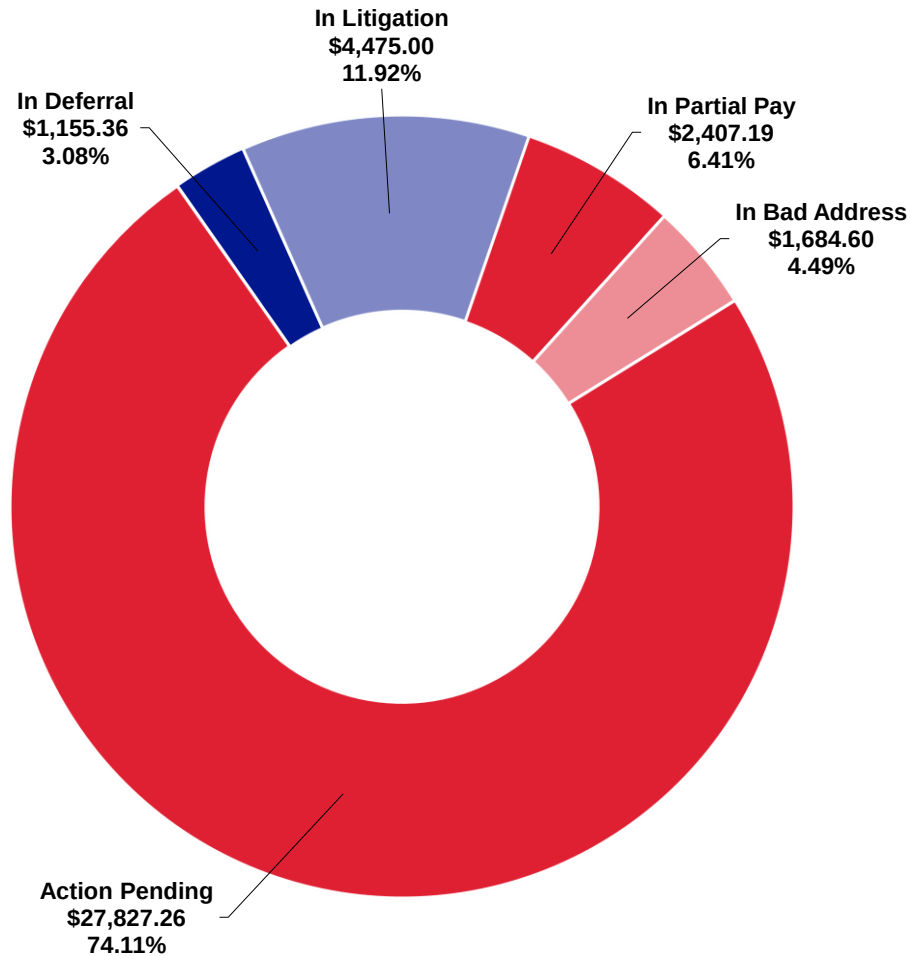
Base Tax Only - No Penalties or Interest Added



Source: Tarrant County Tax Office, Year-To-Date Summary Reports. Turnover Accounts for Tax Office Adjustments. Base Taxes Only - No Penalties or Interest Added. Split Payments have been excluded.



2021 TAX YEAR - ACCOUNT BREAKDOWN CHART



As of 2-27-23 Tape Update

Action Pending Accounts: Notification Letters, Telephone Collections, Lienholder Notification, Title Research, Property Inspection.

Source: Tarrant County Tax Office tape download.



2021 TAX YEAR ANALYSIS

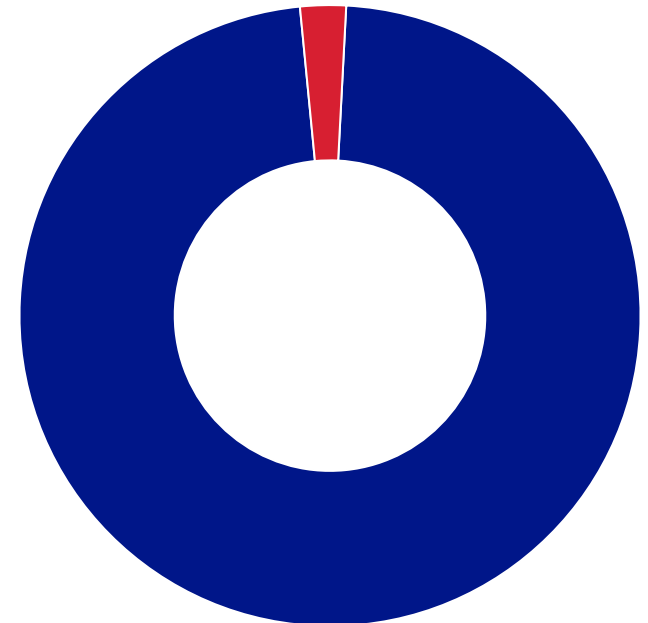
Delinquent Turnover

Original Tax
Levy

• ***\$7,877,340***

Adj.
Delinquent
July 1, 2022
Turnover

• ***\$192,076***
• ***2.44%***



■ Collected 97.56% ■ Delinquent 2.44%



2021 TAX YEAR - DELINQUENT COLLECTIONS

July 1, 2022 - February 28, 2023

**Adj. July 1
Turnover**

• **\$192,076**

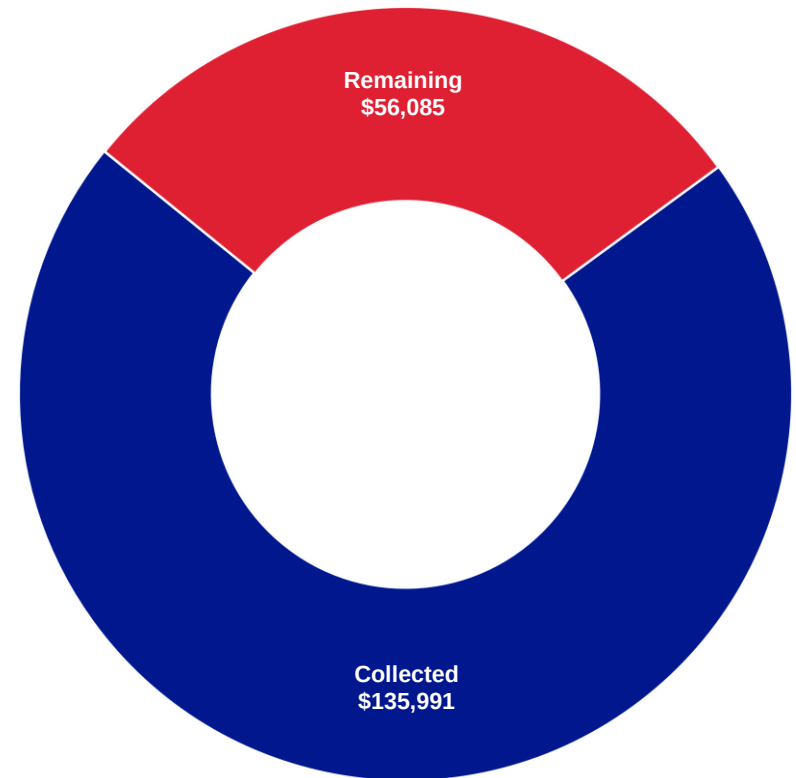
**Base Tax
Collected**

• **\$135,991**
• **70.80%**

**Base Tax
Remaining**

• **\$56,085**

Base Tax Only - No Penalties or Interest Added



Source: Tarrant County Tax Office, Year-To-Date Summary Reports. Turnover Accounts for Tax Office Adjustments. Base Taxes Only - No Penalties or Interest Added. Split Payments have been excluded.

Perdue Brandon Fielder Collins & Mott, LLP

- ❖ **Customized collection plan,**
- ❖ **Fair and compassionate collection approach,**
- ❖ **Personal, professional, proactive phone and letter campaign,**
- ❖ **Fast and efficient resolution,**
- ❖ **Honesty, integrity and ethical conduct,**
- ❖ **Positive public perception and reputation**



Presenter: Yael Forgey, City Secretary

Agenda Item: Consider any action approving the minutes of the March 7, 2023 regular council meeting.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. 03-07-2023 Minutes



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

March 7, 2023

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 06:04 PM

Members Present:

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

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Cara White	City Attorney
Yael Forgey	City Secretary
Susie Hiles	Assistant to the City Manager
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Rick White	Director of Public Services
Renita Bishop	Finance Director
David Hawkins	Director of Planning and Development
Kristin Pegues	Community & Marketing Specialist
Sam Hernandez	Senior Code Enforcement Officer

INVOCATION

Dr. Larry Lormand, Minister of Education & Administration at Ash Creek Baptist Church in Azle, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance

PUBLIC PARTICIPATION

Jim Kirk - 116 Westlake Woods - addressed the council regarding Proportionality Funds and on raising street, water and wastewater employee pay.

ACTION ITEMS

1. Consider any action approving the minutes of the February 21, 2023 regular council meeting.

Councilmember Rothenberger moved to approve the minutes of the February 21, 2023 regular council meeting as presented. Mayor Pro Tem Goode seconded the motion.

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

2. Consideration and acceptance of the auditor's opinion and the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022.

Mayor Brundrett recognized Finance Director Renita Bishop who stated the Texas Local Government Code and the City's Charter require the preparation of the annual financial statement. Mrs. Bishop introduced Mike Brooks from BrooksWatson & Co, PLLC Certified Public Accountants, who gave an in-depth review of the City's Annual Comprehensive Financial Report (ACFR). Mr. Brooks commended the Finance Department for an excellent job.

Mayor Pro Tem Goode moved to accept the auditor's opinion and the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022 as presented. Councilmember Rothenberger seconded the motion.

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

3. Consider any action on Ordinance No. 2023-03 adopting the 2021 International Property Maintenance Code and other amendments pertaining to Code Enforcement.

Mayor Brundrett introduced David Hawkins, Director of Planning and Development, who presented a revised ordinance addressing Code Enforcement in the City, as requested by the council. After reviewing the ordinance and short discussion, Council directed staff to look into amending specific items within the City's Code of Ordinances to address code violation issues instead of adopting a portion of the 2021 IPMC and to bring it back at a later meeting.

No action was taken.

4. Consider any action on awarding the 2022 Sidewalk Improvement Project (Bid No. 2023-004) to RNO Construction LLC.

Mayor Brundrett introduced Public Services Director Rick White, who stated the city received six (6) sealed bids. RNO Construction LLC presented the lowest bid at \$168,475.

Councilmember Rothenberger moved to approve awarding the 2022 Sidewalk Improvement Project (Bid No. 2023-004) to RNO Construction LLC in the amount of \$168,475 as recommended by Staff. Councilmember Peek seconded the motion.

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

5. Consider any action on Ordinance No. 2023-05, prohibiting the sale of dogs and cats.

Councilmember Nelson moved to approve Ordinance No. 2023-05, prohibiting the sale of dogs and cats, with an amendment to section (e) (1) adding veterinarian clinics or hospitals. Councilmember Peek seconded the motion.

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

PUBLIC HEARING

- 6. Conduct a public hearing and take any action on Ordinance No. 2023-04 regarding a proposed zoning change request from the Single Family Five (SF-5) District to Heavy Commercial (HC) District for approximately 0.36 acres of land, being described as Tract 2 in the G.W. McKinsey Survey, Abstract No. 1827, City of Azle, Tarrant County, Texas. The property is addressed as 109 Porter Drive and is generally located on the southwest corner of Porter Drive and Southeast Parkway (Hwy. 199).**

Director of Planning and Development David Hawkins gave a short presentation on the zoning change request.

Mayor Brundrett opened the Public Hearing at 7:00 PM.

The property owner and requestor, Ms. Burrows, addressed the council on the reasons for the zoning change.

Mayor Brundrett closed the Public Hearing at 7:02 PM.

Councilmember Rothenberger moved to approve Ordinance No. 2023-04 regarding a proposed zoning change request from the Single Family Five (SF-5) District to Heavy Commercial (HC) District for approximately 0.36 acres of land, being described as Tract 2 in the G.W. McKinsey Survey, Abstract No. 1827, City of Azle, Tarrant County, Texas. The property is addressed as 109 Porter Drive and is generally located on the southwest corner of Porter Drive and Southeast Parkway (Hwy. 199) as presented. Mayor Pro Tem Goode seconded the motion.

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

DISCUSSION ITEMS

7. Roadway Impact Fees

Nic Kirk and Derek Turner, from the city's engineering firm Jacob and Martin, LLC, gave a presentation on a Roadway Impact Fee Study for the city of Azle as requested by Council. Mr Turner advised if the City Council wants to proceed with the adoption of Roadway Impact Fees, then the Roadway Impact Fee study will need to be presented and acted on by the Capital Improvements Advisory Committee (CIAC) and brought back to City Council as a public hearing. City Council requested the study be presented to the CIAC for consideration.

8. Donation bins.

Mayor Pro-tem Goode wished to discuss how the city could restrict donation bins in the city. After a brief discussion, City Council directed the city attorney to create a draft ordinance with allowable restrictions and bring back for review at a future meeting.

9. Food trucks.

Councilmember Peek requested the Council consider allowing food trucks to operate in the city in a food truck park. She recommended using the property the City owns on Church Street as a food truck park. After a brief discussion, Council directed staff to come back with a plan for council review.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

None

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- The Employee Appreciation Banquet was very successful, the best so far. Council would like to thank the committee for a job well done.
- March 17, 2023 Coffee with First Responders at Crave.
- March 18, 2023 Movie in the Park presents "Puss in Boots"
- Azle was named as a 2023 Tree City USA by the Arbor Day Foundation.
- The Economic Development department received the 2022 Economic Excellence Recognition award from the Texas Economic Development Council.
- Spring Break starts 03-13-2023

EXECUTIVE SESSION

Mayor Brundrett convened to Executive Session at 8:02 PM

551.074 PERSONNEL MATTERS

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

Mayor Brundrett Reconvened to open meeting at 9:11PM

10. Take any action pursuant to Executive Session.

Councilmember Conner moved to retain City Manager Muir for another year and provide a pay increase of 3.5% retroactive to January 1, 2023. Councilmember Rothenberger seconded the motion.

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

ADJOURNMENT

Mayor Brundrett adjourned at 9:12 PM.

Presented and approved on 03-21-2023

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



Presenter: Joanna Ash, Purchasing Agent

Agenda Item: Consider any action on awarding Bid No. 2023-003 for the 2023 Street Rehabilitation Project.

Background and Explanation:

The 2023 Street Rehabilitation Project provides for paving and rehabilitation of Central Dr, Roe St., Locust St., Green Way and Church St. The budgeted amount in the Street Maintenance Fund is \$1,129,000.

On February 15, 2023, two (2) bids were received and read aloud from Blacksmith (\$1,158,391) and Reynolds Asphalt & Construction (\$1,207,013). Bids were evaluated by the Street Department and Purchasing Staff who determined that Blacksmith submitted the lowest responsible bid in the amount of \$1,158,391 for the Project. However, this amount exceeds the budgeted amount by \$29,391. Funds are available in the Street Maintenance Fund and it will be included in the mid-year budget amendment if this bid is awarded.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends the Project be awarded to Blacksmith for \$1,158,391.

Attachments:

None



Presenter: Joanna Ash, Purchasing Agent

Agenda Item: Consider any action on awarding Bid No. 2023-006 for the Process Chemicals used at the Water and Wastewater Treatment Plants.

Background and Explanation:

On March 2, 2023, sealed bids were opened and read aloud for the Water and Wastewater Treatment Plant process chemicals. Thirteen (13) different chemicals are used to maintain consistent water quality at the Water Plant and to ensure the sewage is safe for discharge at the Wastewater Treatment Plant. The bid specifications stated a primary and secondary vendor for each chemical would be awarded to ensure product availability for the plants.

As shown on the attached bid tabulation, twelve (12) bidders responded with eight (8) of those agreeing to serve as a secondary vendor. The bid representing the best value to the City for each chemical is highlighted with primary and secondary vendors indicated. All bids were evaluated by the Water Department and Purchasing Staff who determined the City received qualifying bids for each individual chemical.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends awarding the bid to the highlighted primary and secondary bidders for the respective chemicals.

Attachments:

1. 2023-006 Process Bid Tab

City of Azle
2023 Bulk Chemical Bids* - BID # 2023-006
Opened 03/02/2023 at 11:01 a.m.

Secondary Vendor	Vendor	Aluminum Sulfate (Alum)	Ammonium Sulfate (LAS)	(HTH) Calcium Hypochlorite	Copper Sulfate	Ferric Chloride	Polymers				Potassium Perm.	Activated Carbon	Sodium Hydroxide 25% / 50%		Hydrofluorosilicic Acid 55 gal.	Hydrofluorosilicic Acid 330 gal.	Hydrofluorosilicic Acid 1,500 gal.
							Trade Name	Water	Trade Name	Waste Water							
NO	DPC Industries												0.1555	0.2920			
YES	Thornton, Musson & Bellemin Inc				12.250												
YES	TR International	0.1590											0.1850	0.2690			
YES	SNF Inc								C-6266	1.7400							
NO	Shannon Chemical Corp										7.47						
YES	Carbon Activated Corp											1.25					
NO	Univar	0.1150	0.2933	3.58	11.530						3.99	1.48	0.1506	0.2775	0.5500	0.5400	0.3600
YES	G20 Technologies						GC-8781	0.4950									
NO	Pennco					0.2349											0.3365
YES	Chemrite			2.65*	0.702						4.50	2.15					
YES	Chameleon	0.0935	0.1800														
YES	Chemtrade	0.1301	0.1850				Hyper Ion 810	0.4375									
							Hyper Ion 4654	0.4850									
							Hyper Ion 5677	0.5400									

Chlorine (1 Ton Cylinder)	
DPC Industries	1.1745

Sole / Winning Bid

*All prices are bid in wet / pounds for Solutions
all dry weight / pounds for Dry chemicals

*Chemrite requires a 9 pail minimum
on all orders of Calcium Hypochlorite

	2021	2022	2023	Change	% Change
Alum	0.0755	0.1170	0.0935	-0.0235	-20.09%
LAS	0.0985	0.1870	0.1800	-0.0070	-3.74%
HTH	2.2500	2.1900	3.5800	1.3900	63.47%
Copper Sulfate	1.1900	1.1900	0.7020	-0.4880	-41.01%
Ferric Chloride	0.1362	0.1579	0.2349	0.0770	48.77%
Polymer - Water	0.3040	0.4240	0.4375	0.0135	3.18%
Polymer - WW	1.2600	1.6000	1.7400	0.1400	8.75%
Potassium Perm.	1.8300	3.3200	3.9900	0.6700	20.18%
Activated Carbon	1.2100	1.2800	1.2500	-0.0300	-2.34%
25% Caustic	0.0700	0.1250	0.1506	0.0256	20.48%
50% Caustic	0.1263	0.2313	0.2690	0.0377	16.30%
Fluoride - 55 gal	0.4750	0.5700	0.5500	-0.0200	-3.51%
Fluoride - 330 gal	0.4700	0.5800	0.5400	-0.0400	-6.90%
Fluoride - 1,500 gal	0.2885	0.3100	0.3365	0.0265	8.55%
Chlorine	0.5125	0.8875	1.1745	0.2870	32.34%



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider a variance request to Section 27.6 of the City of Azle Code of Ordinances to allow a metal fence in lieu of the required 8' masonry screening wall. The subject property is located at 109 Porter Drive which is generally located on the southwest corner of Porter Drive and Southeast Parkway (Hwy. 199).

Background and Explanation:

On March 7, 2023, City Council approved a zoning change from SF-5 to Heavy Commercial (HC) for this property. The property owner intends to combine this property with the adjacent wrecker service business and convert the existing house into an office building to serve its customers.

With this change of use to commercial, the property is required to install an 8' masonry screening wall along the west property line adjacent to a single family residential-zoned property (SF-5) as required by Section 27.6 of the City of Azle Code of Ordinances. The applicant intends to relocate the existing 8' metal fencing around the wrecker service property along this west property line in lieu of a masonry wall. The adjacent property owner of 113 Porter Drive submitted a letter of support during the zoning change case which is included in this packet.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff forwards this request to City Council for their consideration.

Attachments:

1. Variance Request Letter - 109 Porter Dr.
2. Variance Request Exhibits - 109 Porter Dr.
3. Public Response Letter - 113 Porter Dr.

March 3-10-2023

Mayor Alan Burndrett,

City council of Azle,

RE: City of Azle code of Ordinance, Sec. 27.6 Screening Walls or Visual Barriers

Mayor Burndrett and Council,

As prior meeting with you on 3/7/2023 it was approved for the property at 109 Porter Dr. Azle to be made commercial property and adjoined with 1106 Southeast Parkway Wells and Woods Wrecker Service. We are moving the existing R-Panel metal fencing to the outer perimeter's of the property line.

I am coming to you to ask for approval to continue the fence alongside of 113 Porter Dr. of Brooks Brown's residents. We have spoken to Mr. Brown and he is good with the R-Paneled fencing. We will be replacing some of his existing fencing to his liking. Keeping the 8ft fencing in place to be cohesive to the rest of the property.

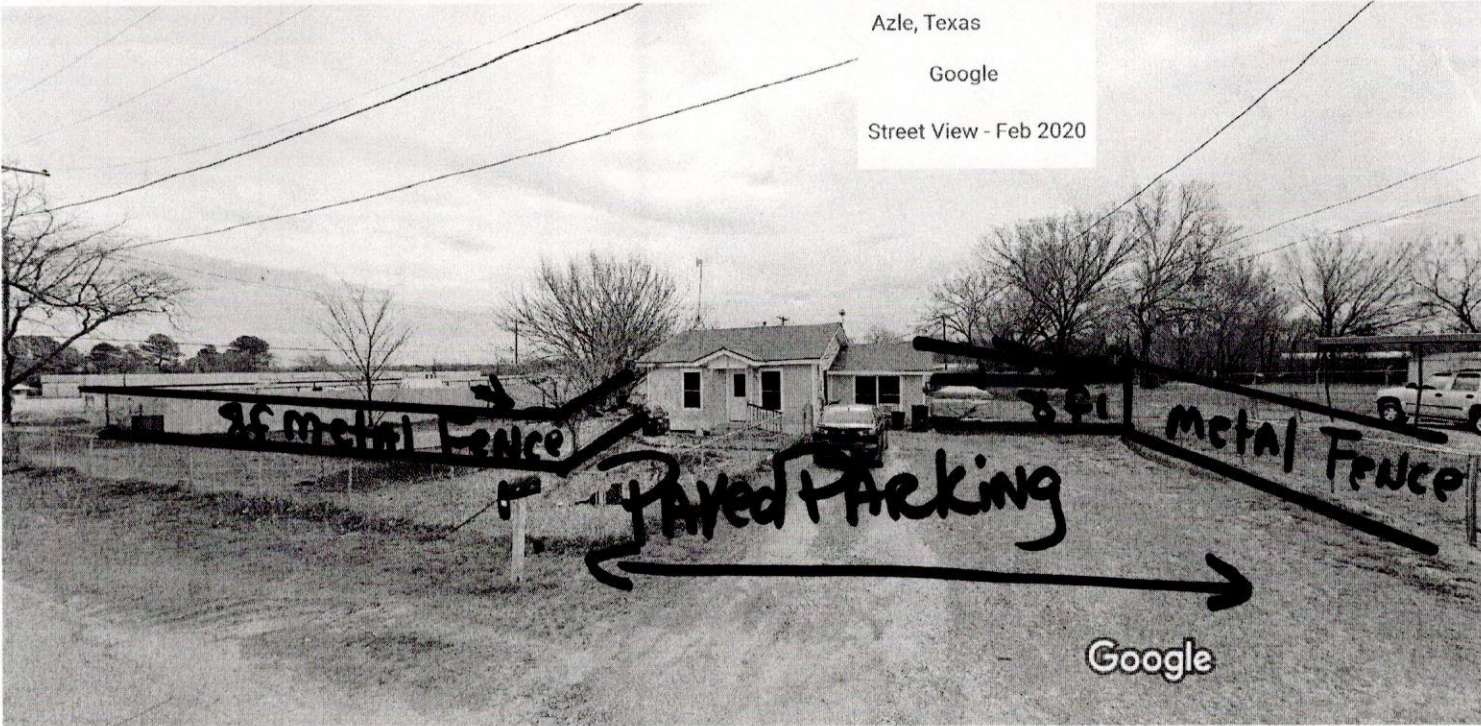
Further more that we have come to believe that with this fencing it makes climbing over almost impossible.

Thank you

Deborah Burrows

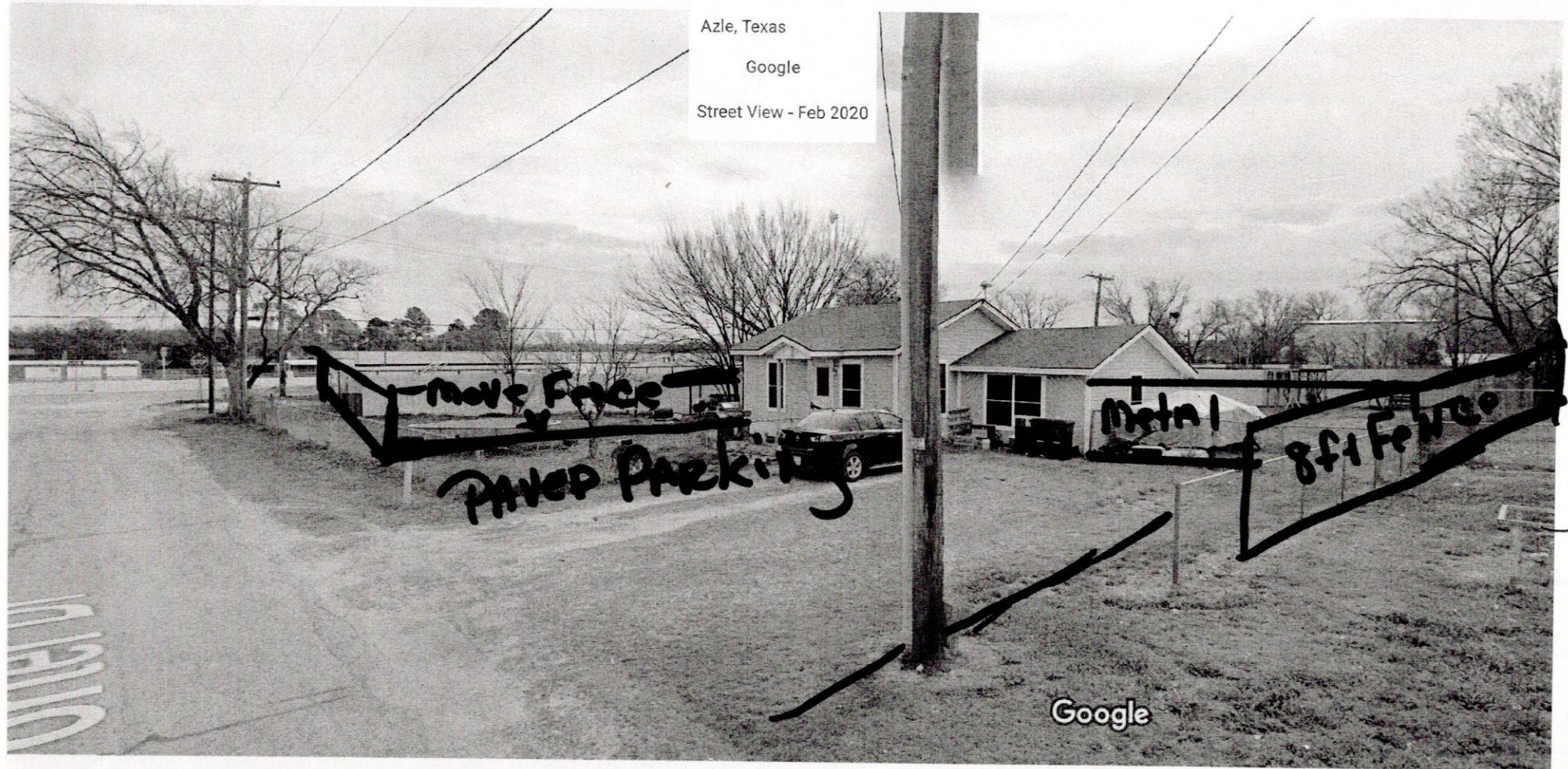
A handwritten signature in blue ink that reads "Deborah Burrows". The signature is written in a cursive style with a large, looped initial "D".





Azle, Texas
Google
Street View - Feb 2020

Image capture: Feb 2020 © 2022 Google



Azle, Texas
Google
Street View - Feb 2020

Google

Image capture: Feb 2020 © 2022 Google

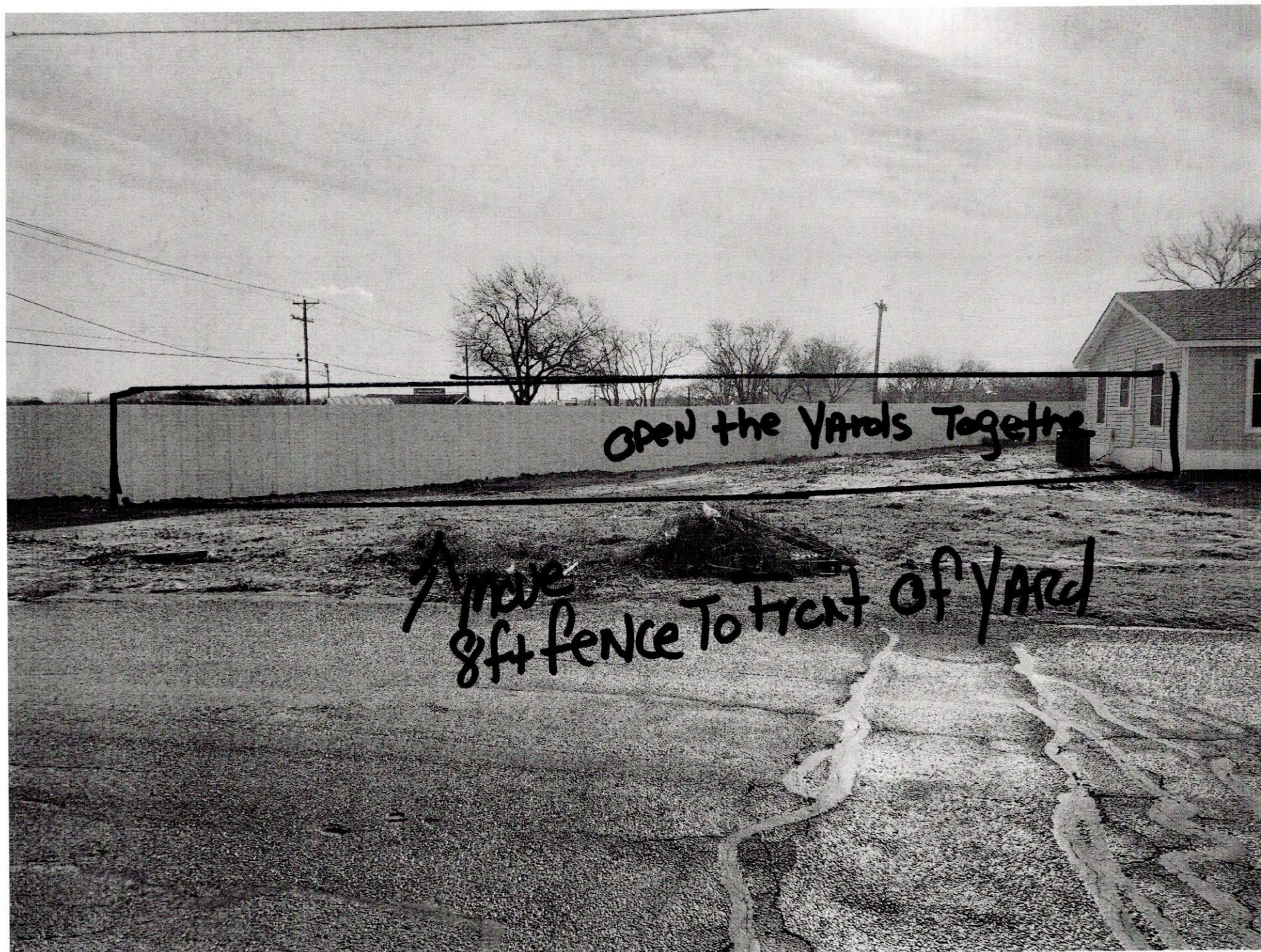


113 Porter Dr

All

Street View & 360°

No Gates Will be Added To
the New Office, All Gates
Remain As it is on the Parkway
& Porter.







NOTICE OF PUBLIC HEARING

Z2023-01

The Planning and Zoning Commission of the City of Azle will hold a public hearing on **Thursday, February 2, 2023** to consider making a recommendation to the City Council regarding a zoning change request from Single Family Five (SF-5) District to Heavy Commercial (HC) District for approximately 0.36 acres of land, being described as Tract 2 in the G.W. McKinsey Survey, Abstract No. 1827, City of Azle, Tarrant County, Texas. The property is addressed as 109 Porter Drive and is generally located on the southwest corner of Porter Drive and Southeast Parkway (Hwy. 199).

The public hearing will start at 6:00 p.m. in the City Council Chambers located at 505 W. Main, Azle, Texas. *Because you own property within two hundred (200) feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing.* Please, in order for your opinion to be taken into account, return this form with your comments prior to the date of the public hearing. *(This in no way prohibits you from attending and participating in the public hearing.)* You may mail it to the address below or drop it off in person:

Planning Department
PO Box 1378
Azle, Texas 76098
Attn: David Hawkins, AICP

The process includes two public hearings designed to provide opportunities for citizen involvement and comment. Prior to the public hearings, landowners within two hundred (200) feet of the subject property are notified of the request by way of this notice. The first public hearing is held before the Planning and Zoning Commission. The Commission is informed of the percent of responses in support and in opposition. Second, the petition is forwarded to the City Council for final action. Should the Commission recommend denial, or if the owners of more than twenty (20) percent of the land area within two hundred (200) feet of the site submit written opposition, then six out of seven votes of the City Council are required to approve the request. **These forms are used to calculate the percentage of landowner opposition.**

Please circle one:

☒ In favor of request

☐ Neutral to request

☐ Opposed to request

Reasons for Opposition:

NEXT DOOR NEIGHBOR

Signature: _____

Printed Name: BROOKS BROWN

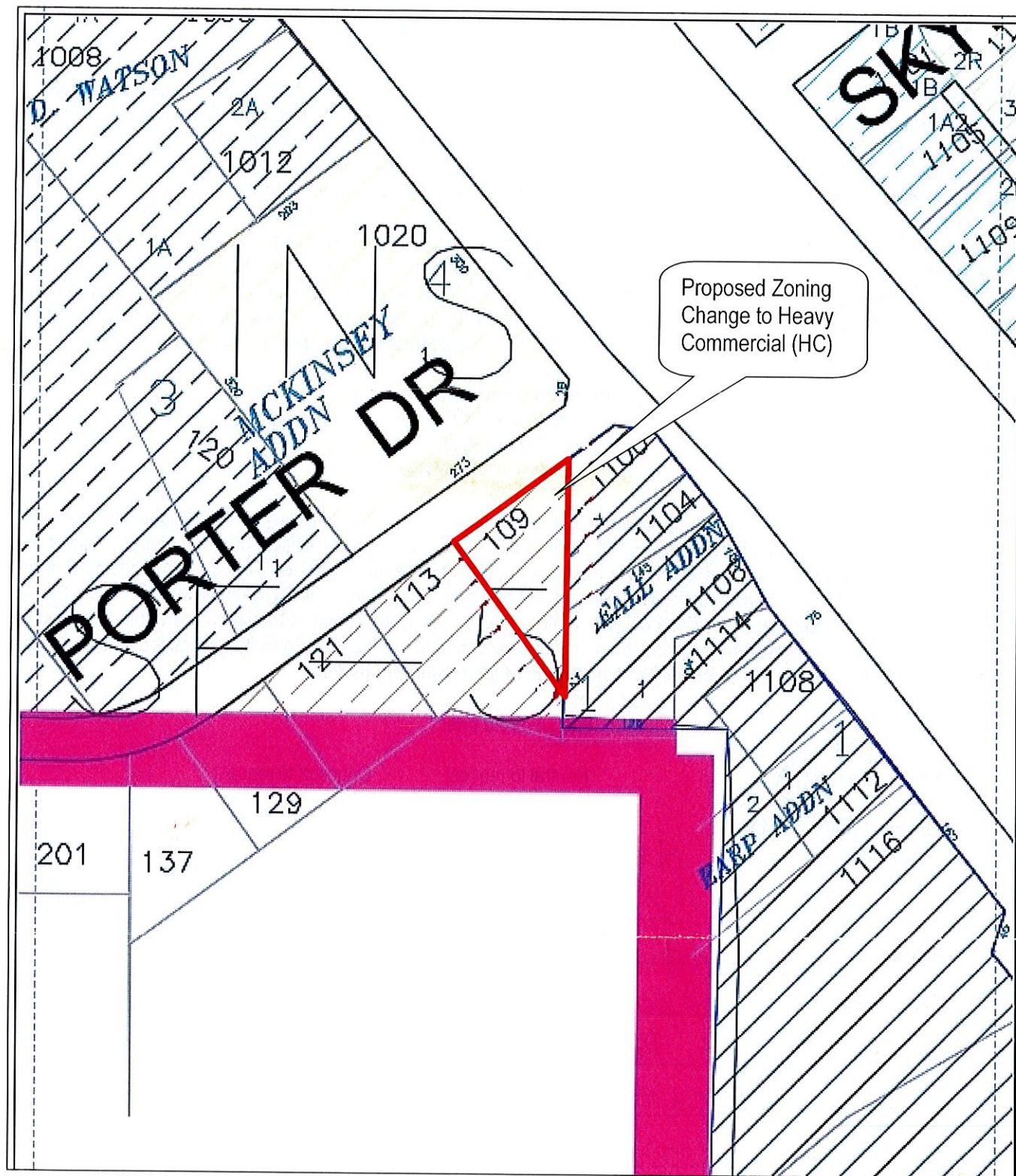
Mailing Address: 113 PORTER DR

City, State Zip: AZLE, TX. 76020

Telephone Number: 817-832-2744

Physical Address of Property within 200 feet: ✓

Zoning Change Location Exhibit





Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Resolution No. 2023-05 authorizing the City Manager to execute Allergan, Walmart, CVS and Walgreens Opioid Settlement documents and any future settlement documents.

Background and Explanation:

Council will be briefed by the City Attorney during executive session.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Resolution 2023-05 & exhibits

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY OF AZLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS RELATING TO THE ALLERGAN, WALMART, CVS, AND WALGREENS SETTLEMENTS AND ANY FUTURE OPIOID SETTLEMENTS NEGOTIATED BY THE STATE ATTORNEY GENERAL; AUTHORIZING THE CITY MANAGER TO TRANSMIT THOSE DOCUMENTS TO THE ATTORNEY GENERAL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City has obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and,

WHEREAS, the actions, conduct, and misconduct of these Defendants have resulted in significant financial cost to the City; and,

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (the "Texas Term Sheet") approving the allocation of any and all opioid settlement funds within the State of Texas; and,

WHEREAS, the State of Texas has negotiated a settlement agreement with defendants Allergan Finance, LLC and Allergan Limited (collectively "Allergan"), resolving litigation and potential litigation between Allergan and the State and its subdivisions; and,

WHEREAS, the State of Texas has negotiated a settlement agreement with defendant Walmart Inc., ("Walmart"), resolving litigation and potential litigation between Walmart and the State and its subdivisions; and,

WHEREAS, the State of Texas has negotiated a settlement agreement with defendants CVS Health Corporation and CVS Pharmacy, Inc., (collectively "CVS"), resolving litigation and potential litigation between CVS and the State and its subdivisions; and,

WHEREAS, the State of Texas has negotiated a settlement agreement with defendant Walgreens Company, ("Walgreens"), resolving litigation and potential litigation between Walgreens and the State and its subdivisions; and

WHEREAS, it is anticipated that future litigation may occur involving other drug manufacturers, distributors, and pharmacies related to fraudulent and/or reckless marketing, sales, or distribution of opioids that could result in a significant financial cost to the City.

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

SECTION 1.

The City Council finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City. The City Council supports in its entirety and hereby reaffirms the previously adopted allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet, attached hereto as Exhibit A. The City Council understands that the purpose of the Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined in Exhibit A. The City Council also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under the Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

SECTION 2.

The City Council hereby authorizes the City Manager to execute on the City's behalf the Subdivision Settlement Participation Forms as related to settlements with Allergan, Walmart, CVS, and Walgreens attached hereto as Exhibit B.

SECTION 3.

Upon execution of the Subdivision Settlement Participation Forms, the City Manager is authorized to send executed copies, along with this Resolution (including all exhibits), to the Office of the Attorney General, as required for participation in these settlements.

SECTION 4.

The City Council further authorizes the City Manager to execute on the City's behalf any future opioid lawsuit settlements proposed by the State Attorney General that are deemed to be beneficial in assisting the City offset financial costs incurred from fraudulent and/or reckless marketing, sales, or distribution of opioids.

SECTION 5.

This Resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
AZLE, ON THIS 21 DAY OF MARCH 2023.**

APPROVED:

Alan Brundrett, MAYOR

ATTEST:

Yael Forgey, CITY SECRETARY

EXHIBIT A
TEXAS TERM SHEET

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

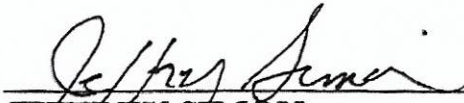


KENNETH PAXTON, JR.
ATTORNEY GENERAL

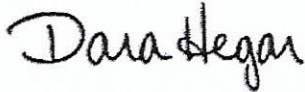
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



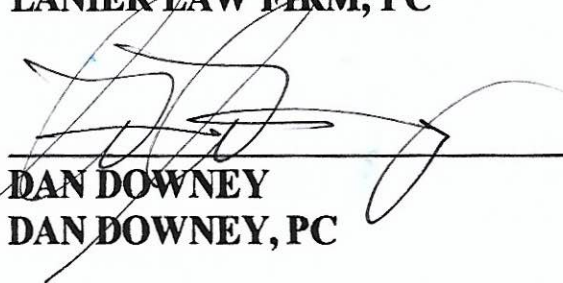
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT B

SUBDIVISION SETTLEMENT PARTICIPATION FORMS

EXHIBIT B

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





Presenter:	David Hawkins, Director of Planning and Development
Agenda Item:	Conduct a public hearing and take any action on Ordinance No. 2023-06 regarding the 2023 Water and Wastewater Impact Fee Study, Land Use Assumptions, Water and Wastewater Capital Improvements Plans, and the Water and Wastewater Impact Fee Rates.

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.

Collection of impact fees is a funding mechanism in the City of Azle to help offset and recoup costs for capital improvements or facility expansions necessitated by and attributed to new development. The concept is such that each development pays an equitable and commensurate share for its “impact” onto the transportation and utility network, as the community grows. As a result, there are both water and wastewater impact fees that are collected and used for specific capital improvements.

The amount of the proportionate fee for each development and use is determined by a detailed study (City-wide), which makes assumptions about future land use and infrastructure (capital improvements) needed over time, commonly as 10-year projections. Such a study is required by Chapter 395 of the Texas Local Government Code, in order to legitimize the impact fee structure that the City implements.

Board/Commission/Committee Recommendation:

The Capital Improvements Advisory Committee (CIAC) considered the 2023 Water and Wastewater Impact Fee Study, Land Use Assumptions, Water and Wastewater Capital Improvement Plans and the Water and Wastewater Impact Fee Rates at their January 19, 2023 meeting and recommended unanimous approval as presented.

Staff Recommendation:

The City Council has the following options when considering this agenda item:

1. Approval
2. Approval with additional changes
3. Denial
4. Table to a future meeting

Attachments:

1. Ord.,. 2023-06
2. City of Azle - 2023 Water and Wastewater Impact Fee Study

ORDINANCE NO. 2023-06

AN ORDINANCE AMENDING SECTION 10.04.037 "LAND USE ASSUMPTIONS", SECTION 10.04.038 "CAPITAL IMPROVEMENT PLAN" AND SECTION 10.04.004 "IMPACT FEES PER SERVICE UNIT" OF DIVISION 2 "WATER AND WASTEWATER IMPACT FEES OF ARTICLE 10.04 "IMPACT FEES" OF CHAPTER 10 "SUBDIVISION ORDINANCE" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, AS AMENDED, BY REVISING WATER AND WASTEWATER IMPACT FEES ON NEW LAND DEVELOPMENT OR REDEVELOPMENT AND UPDATING LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLANS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City of Azle currently provides public water and wastewater facilities that serve land within its city limits and Extraterritorial Jurisdiction; and

WHEREAS, the City is committed to providing public water and wastewater facilities and minimum levels of service by utilizing funds allocated in the capital budget and capital improvements programming processes and relying upon the funding sources indicated therein; and

WHEREAS, the City Council has determined that new residential and nonresidential development causes and imposes increased and excessive demands upon city facilities and services, including wastewater collection and treatment facilities and water supply, pumps and storage facilities, that would not otherwise occur; and

WHEREAS, planning and zoning projections indicate that such development will continue and will place ever -increasing demands on the city to provide necessary public facilities; and

WHEREAS, to the extent that such new development places demands upon the public facility infrastructure, the City Council has determined that those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

WHEREAS, in accordance with state law, the City Council has previously adopted impact fees to finance new development demands for water and wastewater facilities, codified in Article 10.04 of the Code of Ordinances, City of Azle, Texas; and

WHEREAS, the amount of the impact fees to be imposed is determined by the projections set forth in Land Use Assumptions and the cost of the additional public facilities needed to support such development, which public facilities are identified in Capital Improvement Plans; and

WHEREAS, the City Council now desires to update and amend the previously adopted Land Use Assumptions, Capital Improvement Plans and the water and wastewater impact fees in accordance with state law.

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

SECTION 1

This Ordinance shall be cumulative of all provisions of ordinances of the City of Azle, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Prior impact fee ordinances of the City of Azle shall remain applicable to the assessment and collection of impact fees on properties that are not subject to the assessment and collection of impact fees under this ordinance.

SECTION 2

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

SECTION 3

All rights and remedies of the City of Azle are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Azle, Texas, as amended, which have accrued at the time of the effective date of this ordinance; and, as such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this ordinance but may be prosecuted until final disposition by the court.

SECTION 4

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on March 21, 2023.

Mayor, Alan Brundrett

ATTEST:

Yael Forgey, City Secretary

APPROVED AS TO FORM:

Cara Leahy White, City Attorney



2022 WATER AND WASTEWATER IMPACT FEE STUDY

CITY OF AZLE, TEXAS

OCTOBER 2022

Prepared by:



Weatherford Office Address:

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Principal Engineer: Derek Turner, P.E.
Project Manager: Kristy Griffis

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Acknowledgements

This utility impact fee study would not have been possible without assistance from several key City staff members. Providing us with input and information, for both this and the utility rate study, they have expended considerable time and effort. These staff members included Rick White, Lawrence Bryant, Renita Bishop, David Hawkins, Samuel Dorset. Sincere thanks to these individuals for their hard work, dedication, and professionalism, without whom this study would not have been successfully completed.

Jacob and Martin has relied upon the extensive data supplied by the City. Thus, the integrity of the study is largely dependent upon the accuracy of this data. Every effort has been made by Jacob and Martin to validate and confirm the information contained herein prior to the preparation of the final study documents. This report presents no assurance or guarantee that the forecast contained herein will be consistent with actual results or performances. These represent forecasts based on a series of assumptions about future behavior and are not guarantees. Any changes in assumptions or actual events may result in significant revisions to the forecast and its conclusions.



Section 1

Executive Summary



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1.1 General Background

The State of Texas has in place, rules regarding municipal impact fees. “Local Government Code/Title 12: Planning and Development/Subtitle C: Planning and Development Provisions/Chapter 395: Financing Capital Improvements/Subchapter A – General Provisions/Section 395 (2021)”, govern how a municipality can create and maintain a utility impact fee. A copy of these State regulations is located in Appendix A, of this study.

Texas State rules mandate that an impact fee analysis is required before impact fees are set. Section 395 also requires that the analysis be updated, at a minimum, every five years with respect to land use assumptions and capital improvement plans.

The City of Azle first put in place water and wastewater impact fees in 2001. The City’s impact fee study was last updated in 2017.

This purpose of this study is to explain the methodology used to analyze and update the water and wastewater impact fees for the City of Azle. All requirements of the Texas Local Government Code Section 395, for the establishment of water and wastewater impact fees, have been satisfied by this study.

The statutory authority for impact fees, was established by the Texas Legislature in 1987. These state laws provide for the means to allow municipalities to lessen the impact that growth has on their existing systems and to allow a viable way to place some of the burden of this growth on future new development.

The following is a summary of the key regulations and components of a municipal impact fee system, under the current Chapter 395 regulations.

- The time period that the impact fee and land use assumptions must be updated is a minimum of 5 years.
- The impact fee must be based on capital improvements necessary for growth during a specific time period; typically, no longer than 10 years.
- A public hearing is required to discuss any changes to the land use assumptions and capital improvements plan for cities with an existing, utility impact fee.
- A 50% credit is applied to the total cost of growth per service unit during the 10-year time period to account for revenue generated by water sales for the service provider. The 50% credit is the maximum

allowable fee that can be collected from new development unless the water service provider performs a credit analysis to determine if a higher than 50% credit is applicable.

Impact fees can be used to pay for:

- Construction contract price.
- Surveying and engineering fees
- Land and easement acquisition costs.
- Fees paid to the consultant preparing or updating the capital improvements plan.
- Projected interest charges and other finance costs for facilities expansions identified in the capital improvements plan.

Impact fees cannot be used to pay for:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan.
- Repair, operation, or maintenance of existing or new capital improvements.
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards.
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development.
- Administrative and operating costs of the political subdivision.
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above.

In May 2022, the City of Azle authorized Jacob and Martin, LLC to perform an impact fee analysis on the City's water and wastewater systems. The impact fee analysis follows the general set of procedures in Subchapter B of Chapter 395, Authorization of Impact Fee.

The impact fee analysis involves determining the utilization of existing and proposed projects, as defined by the capital improvement plan, required to serve new development over the next 10-year time period. Once the utilization of a project by 2022-2032 development is determined, a portion of a project's cost can be assigned as impact fees.



For existing or proposed projects, the impact fee is calculated as a percentage of the project cost, based upon the percentage of the project's capacity needed to serve development projected to occur between 2022 and 2032. Costs associated with capacity to serve existing development and development projected for more than 10 years in the future are not included in the impact fee calculation.

Chapter 395 of the Texas Local Government Code states that the maximum impact fee may not exceed the eligible capital improvement costs divided by the total number of service units attributed to new development during the impact fee eligibility period less a credit to account for water and wastewater revenues and property taxes used to finance capital improvement plans.

1.2 Maximum Allowable Water Impact Fee

The cost of water capital improvements between 2022 and 2032 is estimated to be \$11,332,500. Of that cost, the cost of water capital improvements to serve new development, projected to occur between 2022 and 2032, is \$4,000,538. Finance costs are not included as part of the cost estimates for this study. The increase in the number of water service accounts due to growth over the next ten years is projected to be 1,388. The maximum allowable water impact fee calculation is shown below:

Total Water Capital Improvements Costs:	\$11,332,500
Impact Fee Eligible Capital Improvement Costs:	\$4,000,538
Total 10-Year Projected Growth in Water Service Accounts:	1,388
Base Maximum Calculated Impact Fee Per Water Service Account (No Credit):	\$2,882
Water Impact Fee Credit (50%):	\$1,441
Base Maximum Calculated Impact Fee Per Water Service Account (With Credit):	<u>\$1,441</u>

1.3 Maximum Allowable Wastewater Impact Fee

The total cost of wastewater system capital improvements between 2022 and 2032 is estimated to be \$18,446,000. Of that cost, the cost of wastewater capital improvements to serve new development, projected to occur between 2022 and 2032, is \$11,029,250. Finance costs are not included as part of the cost estimates for this study. The increase in the number of wastewater service accounts due to growth over the next ten years is projected to be 1,247. The maximum allowable wastewater impact fee calculation is shown below:

Total Wastewater Capital Improvements Costs:	\$18,446,000
Impact Fee Eligible Capital Improvement Costs:	\$11,029,250
Total 10-Year Projected Growth in Wastewater Service Accounts:	1,247
Base Maximum Calculated Impact Fee Per Wastewater Service Account (No Credit):	\$8,844
Wastewater Impact Fee Credit (50%):	\$4,422
Base Maximum Calculated Impact Fee Per Wastewater Service Account (With Credit):	<u>\$4,442</u>



Section 2

Land Use Assumptions



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2.1 Purpose

Chapter 395 of the Texas Local Government Code describes the process by which cities in Texas must formulate the development of impact fees. To assist the City of Azle in determining the need and timing of capital improvements to serve future development, a reasonable estimation of future growth is required.

For the purposes of determining an impact fee structure, growth and development projections were formulated based on assumptions pertaining to the type, location, quantity, and timing of various future land uses in the community. The purpose of this section of the study is to establish and document the methodology used for preparing the growth and land use assumptions for the City of Azle. These land use assumptions, which include population projections, will become the basis for the preparation of impact fees for the water and wastewater capital improvement plans for the City of Azle.

2.2 Elements of the Land Use Assumptions

This section contains:

- A. Explanation of the general methodology used to prepare the land use assumptions.
- B. Historical data analysis.
- C. Base year data – Information on population and land use for the City of Azle, December 2022.
- D. Future 10-Year data - Information on population and land use for the City of Azle in the year 2032.
- E. Land use maps – Maps of land use from 2017-2032 of the City of Azle.

2.3 Methodology

The Land use assumptions and future growth projections take into account several factors influencing development patterns, including:

- Type, density and quantity of existing development
- Existing zoning patterns
- Current growth trends
- Location and configuration of vacant land
- Availability of land for residential growth
- Inability to expand ETJ

The data to compile the land use assumptions was obtained from the City of Azle. The 10-year growth projections were calculated based upon reasonable growth rates and development trends over the past 5 years. Capital improvements needed to support growth were identified by the City and used to develop an impact fee structure that fairly allocates improvement costs to growth areas in relationship to their impact on the entire infrastructure system.

2.4 Historical Water Data

Water usage records were analyzed from utility reports from the City of Azle. The information provided data consisting of total monthly demands for the past five years. This data was used to calculate annual average day demand, and the peaking factors shown below are derived from the ratio of maximum day demand to average day demand. Per capita consumption was also reported.

Table 2.4 – Historical Water Service Population and Usage summarizes the system-wide historical water usage.

Table 2.4 - Historical Water Service Population and Usage

Year	Water Service Population	Total Water Use (MG)	Average Day Demand (MGD)	Max Day Demand (MGD)	MD:AD Peaking Factor	Average Day Residential Per Capita Consumption (GPCD)	Average Day Overall Per Capita Consumption (GPCD)
2017	12,994	531.0	1.45	2.73	1.88	56	112
2018	13,476	558.8	1.53	3.45	2.25	96	114
2019	13,957	533.0	1.46	2.76	1.89	102	105
2020	14,439	604.3	1.66	3.05	1.84	58	115
2021	14,569	618.1	1.69	2.46	1.45	99	116
Average	13,887	569.0	1.56	2.89	1.86	82	112

The water service population is the estimated population within the City of Azle's ETJ. These population values will be different than the data used in the historical wastewater service population and usage calculations.

2.5 Historical Wastewater Flow

The historical monthly wastewater flow and peak wastewater flow rates from 2017 - 2021 were provided by the City. This data was used to calculate average daily flow. Average daily flow was combined with a peaking factor of 4.0 to estimate maximum day demand.

Table 2.5 – Historical Wastewater Service Population and Flows summarizes those flows as well as the average annual per capita flow.

Table 2.5 - Historical Wastewater Service Population and Flows

Year	Wastewater Service Population	Total Wastewater Flow (MG)	Average Day Flow (MGD)	Peak Wastewater Flow (MGD)	PF:AD Peaking Factor	Average Day Overall Per Capita Load (GPCD)
2017	12,006	368.7	1.01	1.68	4.0	84
2018	12,166	387.9	1.06	1.84	4.0	87
2019	12,328	419.4	1.15	2.41	4.0	93
2020	12,493	457.7	1.25	1.98	4.0	100
2021	12,659	466.3	1.28	2.56	4.0	101
Average	12,330	420.0	1.15	2.09	4.0	93

The wastewater service population is the estimated population within the City of Azle's city limits. These population values are different than the data used in the historical water service population and usage calculations.

2.6 Base Data (Year 2022)

In any evaluation and projection of future land use patterns, a documentation of existing conditions is essential. Existing land use patterns and population for the City of Azle were provided by the City staff. This information will serve as a basis for future growth.

Appendix B and Appendix C contain the existing, approved land use plan and the proposed land use plan for the City of Azle.

Table 2.6 – Current Land Use and Population Data represents a summary of existing land use assumptions for the City.

Table 2.6 - 2022 Land Use and Population Data

Land Use	Within City Limits		Outside City Limits		Total	
	Acreage	Population	Acreage	Population	Acreage	Population
Residential	3,601	13,610	8,767	1,585	12,363	15,195
Non-Residential	1,769	-	904	-	2,673	-
Total	5,370	13,610	9,671	1,585	15,036	15,195

2.7 Growth Assumptions

Growth was characterized, based on population. A series of assumptions were made to arrive at a reasonable growth rate. The following assumptions have been made as a basis from which a 10-year projection can be made.

- A. Future land uses were developed by reviewing historical and current development patterns and input from the City of Azle staff on new and proposed developments.
 - B. Land use assumptions are based on the adopted zoning regulations and current market trends.
- The land use assumptions were reviewed by Jacob and Martin and the City.

2.8 10-Year Projections (Year 2032)

The projected 10-year population was developed using data from the North Central Texas Council of Governments and the U.S. Census Bureau and using the land use assumptions provided by the City.

The City of Azle's ETJ boundary is fixed, limited by surrounding city limits and associated ETJs. Therefore, any future growth is geographically bound within the current ETJ boundary. Appendix C shows the proposed use plan for the next 10 years and highlights possible areas of annexation into the city limits. Therefore, the current land use trend and any future city limit growth through annexation assumes the following:

- ETJ boundaries remain constant, but future annexation of developments from the ETJ into the city limits is allowed and will be driven by developer desire.
- Changes occur to the population density within both the city limits and the ETJ.
- The City will be able to finance the necessary improvements to accommodate growth.

The projection is shown in Table 2.8 – 2032 Land Use Assumptions and Population Data.

Table 2.8 - 2032 Land Use Assumptions and Population Data

Land Use	Within City Limits		Outside City Limits		Total	
	Acreage	Population	Acreage	Population	Acreage	Population
Residential	4,173	16,847	8,771	1,962	12,935	18,809
Non-Residential	1,197	-	904	-	2,101	-
Total	5,370	16,847	9,671	1,962	15,036	18,809

2.9 Summary

The following is a bulleted summary of the land use assumptions for this study:

- The 2022 population of the City of Azle, is 15,195.
- The current, existing non-residential, acreage is 2,673.
- The 2032 population projection for the City of Azle is 18,809.
- The projected 2032 non-residential acreage is 2,101.
- Full buildout will occur beyond the year 2032.

Section 3

Water and Wastewater Impact Fee Analysis



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3.0 Water and Wastewater Impact Fee Analysis

Water and wastewater impact fees are based on the capital costs a city incurs to provide the water distribution system and wastewater collection system to serve development in the next 10 years and the service units added during that same time period. The impact fee analysis for the water and wastewater systems is based on existing and future capital improvements plans already budgeted for, as well as proposed capital improvement plans developed in this report.

3.1 Populations

The City of Azle's total population in 2022 is estimated to be 13,610 (within the city limits). The city's estimated population, including the ETJ, is 15,195. The water service population is the estimated population within the ETJ. The estimated population for the wastewater service population area is the total within the city limits of Azle only.

The city population in 2032 is projected as 16,847 (wastewater service area population) and the ETJ projected population is 18,809 (water service area population). These water system and wastewater system populations were used to establish water demands and wastewater flows, which are used to size proposed water and wastewater system improvements.

3.2 Water Demands

The water system population data was used to develop future water demands, based on a historical average day per capita usage and peaking factors. The average day and maximum day water demands for 2022 and 2032 were projected using the historical water demand information provided by the City.

A peaking factor of 2.25, the highest factor from the historical data within the previous 5 years, was used to estimate maximum day demand from average day demand. A peaking factor of 3.00, a conservative estimate of peak demands, was assumed to estimate peak hour demand, from maximum day demand.

Table 3.2 – Project Water Demands, shows the projected water demands for the City of Azle.

Table 3.2 - Projected Water Demands

Year	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Peak Hour Demand (MGD)
2022	1.71	3.84	11.53
2032	2.11	4.76	14.28

The average day demands, shown above, were calculated using:

- The highest average GPCD of 112 between 2017-2021
- The 2022 projected total population within the City's ETJ.
- The 2032 projected total population within the City's ETJ.

3.3 Wastewater Flows

Population data and projected average day per capita use within the city limits were used to develop future wastewater flows. The average annual and peak wet weather flows for 2022 and 2032 were projected using historical wastewater flows and the highest average GPCD within the previous 5 years. A peaking factor of 4.0 was used to estimate peak wet weather flow from average annual daily flow.

Table 3.3 – Project Wastewater Flows, shows the projected wastewater flows for the City of Azle.

Table 3.3 - Projected Wastewater Flows

Year	Average Annual Daily Flow (MGD)	Peak Wet Weather Flow (MGD)
2022	1.29	5.17
2032	1.60	6.40

The average annual daily flows, shown above, were calculated using:

- The highest average GPCD of 95 between 2017-2021.
- The 2022 projected population total within the city limits.
- The 2032 projected population total within the city limits.

3.4 Water Capital Improvements

Proposed water system projects were developed as part of the capital improvements plan presented in the 2017 Impact Fee Study. These projects, less the ones that have been completed, along with new, future projects have been tabulated.

A summary of the costs for each of the projects, required for the 10-year growth period used in the impact fee analysis for the water system, are shown Table 3.4 – Cost Allocation for Water Impact Fee Calculations.

The 2022 percent utilization, used in Table 3.4, is relative to the existing line diameter and population. The 2032 percent utilization, used in Table 3.4, is relative to the 10-year population and future line diameter. The growth rate, for the 2022-2032 time period, is impact eligible through growth for new lines.

The cost per linear foot information provided in the cost allocation tables was developed using current project pricing, for the North Central Texas area. In addition to the base cost information, 20% was added for contingencies, and 20% was added for engineering, surveying, and construction inspection fees.

The 2022 percent utilization is the portion of a project's capacity required to serve existing development. It is not included in the impact fee analysis. The 2032 percent utilization is the portion of the project's capacity that will be required to serve the City of Azle in 2032. The 2022-2032 percent utilization is the portion of the project's capacity required to serve development from 2022 to 2032. The portion of a project's total cost that is used to serve development projected to occur from 2022 through 2032 is calculated as the total actual cost multiplied by the 2022 to 2032 percent utilization. Only this portion of the cost is used in the impact fee analysis.

A map of the proposed 10-year water system projects is located Appendix D.

Table 3.4 - Cost Allocation for Water Impact Fee Calculations

CIP #	Project Location/Area	Ex. Dia. (in)	New Dia. (in)	Length (ft)	CIP Cost/ft	Total Est. Cost	Percent Utilization			Impact Fee Eligible
							2022	2032	2022-2032	
W03	Jackson	6	8	1,200	\$ 195	\$ 234,000	100%	100%	0%	\$ -
W04	Wise Ready Mix	0	8	3,200	\$ 195	\$ 624,000	75%	95%	20%	\$ 124,800
W05	Greg	0	8	2,575	\$ 195	\$ 502,125	50%	100%	50%	\$ 251,063
W06	Greg	2	8	3,000	\$ 195	\$ 585,000	70%	100%	30%	\$ 175,500
W07	SH 199	6	8	700	\$ 195	\$ 136,500	80%	95%	15%	\$ 20,475
W08	SH 199	6	16	1,500	\$ 425	\$ 637,500	80%	95%	15%	\$ 95,625
W09	Profit	6	8	1,200	\$ 195	\$ 234,000	75%	100%	25%	\$ 58,500
W10	SH 199/Kerry	0	8	600	\$ 195	\$ 117,000	80%	100%	20%	\$ 23,400
W11	SH 199 (A)	0	8	8,800	\$ 195	\$ 1,716,000	50%	90%	40%	\$ 686,400
W12	Stribling	8	10	4,200	\$ 220	\$ 924,000	25%	95%	70%	\$ 646,800
W13	Sandy Beach	0	8	2,100	\$ 195	\$ 409,500	0%	60%	60%	\$ 245,700
W14	Sandy Beach	8	12	2,100	\$ 325	\$ 682,500	60%	90%	30%	\$ 204,750
W15	Sandy Beach	8	12	750	\$ 325	\$ 243,750	0%	90%	90%	\$ 219,375
W16	Sandy Beach	0	8	2,700	\$ 195	\$ 526,500	0%	50%	50%	\$ 263,250
W17	Sandy Beach	0	8	2,600	\$ 195	\$ 507,000	0%	100%	100%	\$ 507,000
W18	Lee/Westcreek	0	8	450	\$ 195	\$ 87,750	100%	100%	0%	\$ -
W19	S. Broadway	2	8	1,350	\$ 195	\$ 263,250	30%	100%	70%	\$ 184,275
W20	Park	0	8	1,475	\$ 195	\$ 287,625	0%	100%	100%	\$ 287,625
W21	Scotland/Lucerne	2	6	2,700	\$ 185	\$ 499,500	100%	100%	0%	\$ -
W22	Thunderhead Trail	4	6	2,450	\$ 185	\$ 453,250	100%	100%	0%	\$ -
W23	Rolling Meadow Trail	2	6	2,450	\$ 185	\$ 453,250	100%	100%	0%	\$ -
W24	Round Rock Trail	4	6	2,450	\$ 185	\$ 453,250	100%	100%	0%	\$ -
W25	Rolling Wood Trail	4	6	2,450	\$ 185	\$ 453,250	100%	100%	0%	\$ -
W26	Adelbert Dr	2	6	1,600	\$ 185	\$ 296,000	100%	100%	0%	\$ -
W27	Impact Fee Study					\$ 6,000	0%	100%	100%	\$ 6,000
						54,600				\$ 11,332,500
										\$ 4,000,538

3.5 Wastewater Capital Improvements

Proposed wastewater system projects were developed as part of the capital improvements plan presented in the 2017 Impact Fee Study. These projects, less the ones that have been completed, along with new, future projects have been tabulated.

A summary of the costs for each of the projects, required for the 10-year growth period used in the impact fee analysis for the wastewater system, are shown Table 3.5 – Cost Allocation for Wastewater Impact Fee Calculations.

The 2022 percent utilization, used in Table 3.5, is relative to the existing line diameter and population. The 2032 percent utilization, used in Table 3.5, is relative to the 10-year population and future line diameter. The growth rate, for the 2022-2032 time period, is impact eligible through growth for new lines.

The cost per linear foot information that was provided in the cost allocation tables and was developed using current project pricing, for the North Central Texas area. In addition to the base cost information, 20% was added for contingencies, and 20% was added for engineering, surveying, and construction inspection fees.

The 2022 percent utilization is the portion of a project's capacity required to serve existing development. It is not included in the impact fee analysis. The 2032 percent utilization is the portion of the project's capacity that will be required to serve the City of Azle in 2032. The 2022-2032 percent utilization is the portion of the project's capacity required to serve development from 2022 to 2032. The portion of a project's total cost that is used to serve development projected to occur from 2022 through 2032 is calculated as the total actual cost multiplied by the 2022 to 2032 percent utilization. Only this portion of the cost is used in the impact fee analysis.

A map of the proposed 10-year wastewater system projects is located Appendix E.



Table 3.5 - Cost Allocation for Wastewater Impact Fee Calculations

CIP #	Project Location/Area	Ex. Dia. (in)	New Dia. (in)	Type	Length (ft)	CIP Cost/ft	Total Est. Cost	Percent Utilization			Impact Fee Eligible
								2022	2032	2032-2022	
S01	Charles St LS to Walnut Crk LS	4	10	FM	2,000	\$ 220	\$ 440,000	40%	90%	50%	\$ 220,000
S02	Walnut Crk LS - Ash Creek WWTP	6	12	FM	12,550	\$ 325	\$ 4,078,750	20%	90%	70%	\$ 2,855,125
S03	Kerry Ln	0	8	GF	2,400	\$ 275	\$ 660,000	35%	100%	65%	\$ 429,000
S04	Kerry Ln	0	8	GF	800	\$ 275	\$ 220,000	5%	100%	95%	\$ 209,000
S05	Jackson Trail	0	8	GF	6,400	\$ 275	\$ 1,760,000	30%	95%	65%	\$ 1,144,000
S06	Charles St Lift Station	n/a	n/a	LS	1	\$ 400,000	\$ 400,000	40%	90%	50%	\$ 200,000
S07	Walnut Crk Lift Station	n/a	n/a	LS	1	\$ 400,000	\$ 400,000	40%	90%	50%	\$ 200,000
S08	Kimborough/Stribling	0	8	GF	4,850	\$ 275	\$ 1,333,750	90%	100%	10%	\$ 133,375
S09	Boyd Rd	0	8	GF	3,750	\$ 275	\$ 1,031,250	40%	95%	55%	\$ 567,188
S10	Boyd Rd	0	8	GF	3,000	\$ 275	\$ 825,000	5%	80%	75%	\$ 618,750
S11	Huling Dr	0	8	GF	300	\$ 275	\$ 82,500	100%	100%	0%	\$ -
S12	Turpin St	0	8	GF	190	\$ 275	\$ 52,250	100%	100%	0%	\$ -
S14	Stewart St	0	8	GF	700	\$ 275	\$ 192,500	20%	100%	80%	\$ 154,000
S15	Conwell St	0	8	GF	1,750	\$ 275	\$ 481,250	40%	95%	55%	\$ 264,688
S16	Stewart St	0	8	GF	450	\$ 275	\$ 123,750	10%	100%	90%	\$ 111,375
S17	Stewart St	0	8	GF	1,100	\$ 275	\$ 302,500	50%	100%	50%	\$ 151,250
S18	Nations Dr	0	8	GF	1,750	\$ 275	\$ 481,250	10%	100%	95%	\$ 457,188
S19	Park	0	8	GF	1,550	\$ 275	\$ 426,250	75%	100%	25%	\$ 106,563
S20	Park	0	8	GF	2,100	\$ 275	\$ 577,500	0%	100%	100%	\$ 577,500
S21	Broadway	0	6	FM	1,400	\$ 185	\$ 259,000	75%	100%	25%	\$ 64,750
S24	FM 730	0	8	GF	5,500	\$ 275	\$ 1,512,500	20%	80%	60%	\$ 907,500
S25	199/West Main	0	8	GF	8,800	\$ 275	\$ 2,420,000	20%	80%	60%	\$ 1,452,000
S29	Broadway Lift Station	n/a	n/a	LS	1	\$ 400,000	\$ 400,000	50%	100%	50%	\$ 200,000
S30	Impact Fee Study						\$ 6,000	0%	100%	100%	\$ 6,000
							61,337	\$ 18,466,000			\$ 11,029,250

3.6 Service Accounts

The maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service accounts attributed to new development during the impact fee eligibility period.

For the purposes of the water impact fee analysis, a water service account is defined as a service equivalent to a water connection for a single-family residence. The City of Azle does not directly meter wastewater flows and bills for wastewater services based on the customer's water consumption. The wastewater service account is defined in terms of the size of the water meter used. For the purposes of the impact fee analysis, a wastewater service account is defined as the wastewater service provided to a customer with a water connection for a single-family residence.

The service associated with public, commercial, and industrial connections is converted into service accounts based upon the capacity of the meter used to provide service. The number of service accounts required to represent each meter size is based on the maximum rated capacity of the meters as shown in American Water Works Association, "Manual 6: Water Meters -- Selection, Installation, Testing, and Maintenance".

Table 3.6.1 – Service Account Equivalency Table shows the service account equivalent for each meter size used by the City.

Table 3.6.1 - Service Account Equivalency Table

Meter Size	Maximum Flow (GPM)	Service Account Equivalents
5/8"	30	1.00
3/4"	30	1.00
1"	50	1.67
1.5"	100	3.33
2"	160	5.33
3"	350	10.00
4"	600	16.67

The water and wastewater service accounts for 2022 and the projected service accounts for 2032 are shown in Table 3.6.2 – Projected Water Service Accounts for 2022-2032 and Table 3.6.3 Projected Wastewater Service Accounts for 2022-2032.

Table 3.6.2 - Projected Water Service Accounts for 2022-2032

Meter Size	Meter Capacity (GPM)	Service Acct Equivalents	Total Accounts	Equivalent Meters (2022)	Equivalent Meters (2032)	2032-2022 Equivalent Meters
5/8" & 3/4"	30	1.00	5,738	5,738	6,881	1,143
1"	50	1.67	141	235	282	47
1.5"	100	3.33	41	137	164	27
2"	160	5.33	105	560	671	111
3"	350	10.00	23	230	276	46
4"	600	16.67	4	67	80	3
Totals			6,052	6,966	8,354	1,388

Table 3.6.3 - Projected Wastewater Service Accounts for 2022-2032

Meter Size	Meter Capacity (GPM)	Service Acct Equivalents	Total Accounts	Equivalent Meters (2022)	Equivalent Meters (2032)	2032-2022 Equivalent Meters
5/8" & 3/4"	30	1.00	4,926	4,926	5,907	981
1"	50	1.67	141	235	282	47
1.5"	100	3.33	41	137	164	27
2"	160	5.33	105	560	671	111
3"	350	10.00	23	230	276	46
4"	600	16.67	4	67	80	63
Totals			5,345	6,259	7,506	1,247

For both water and wastewater projections, the total account values are based on data from July 2022. The 2032 equivalent meter values are based on a 10-year period of growth.

3.7 Maximum Impact Fee Calculations

The maximum impact fee that can be levied is equal to the projected capital cost required to serve 10-year development divided by the projected 10-year growth in water service accounts.

The total projected costs include the projected capital improvement costs to serve the 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the capital improvements plan.

A comparison of water and wastewater impact fees from similar cities is located in Appendix F.

3.7.1 Maximum Water Impact Fee Calculations

The costs for water include the following:

- Total Water Capital Improvement Costs (all costs): \$11,332,500
- Total Eligible Water Costs (new development eligible): \$4,000,538
- Total Water Impact Fee Credit (50%): \$2,000,269

The total eligible cost associated with the existing and proposed water system improvements to meet projected growth over the next ten years is \$4,000,538. The increase in the number of service units due to growth over the next ten years is projected as 1,388 water service accounts.

$$\begin{aligned}
 \text{Maximum Water Impact Fee} &= (\text{Total Eligible Costs} - \text{Credit}) / (\text{10-Year Growth in Service Accounts}) \\
 \text{With Credit} &= (\$4,000,538 - \$2,000,269) / (1,388 \text{ Water Service Accounts}) \\
 &= \mathbf{\$1,441 \text{ per Water Service Account}}
 \end{aligned}$$

\$1,441 is the recommended Water Impact Fee for the City of Azle.

3.7.2 Maximum Wastewater Impact Fee Calculations

The costs for wastewater include the following:

- Total Wastewater Capital Improvement Costs (all costs): \$18,446,000
- Total Eligible Costs (new development eligible): \$11,029,250
- Total Wastewater Impact Fee Credit (50%): \$5,514,625

The total eligible cost associated with the existing and proposed wastewater system improvements to meet projected growth over the next ten years is \$11,029,250. The increase in the number of service accounts due to growth over the next ten years is projected as 1,247 service accounts.

$$\begin{aligned}
 \text{Maximum Water Impact Fee} &= (\text{Total Eligible Costs} - \text{Credit}) / (\text{10-Year Growth in Service Accounts}) \\
 \text{With Credit} &= (\$11,029,250 - \$5,514,625) / (1,247 \text{ Service Accounts}) \\
 &= \mathbf{\$4,422 \text{ per Service Account}}
 \end{aligned}$$

\$4,422 is the recommended Wastewater Impact Fee for the City of Azle.

Appendix A

Texas Municipal Code Governing Impact Fees (2021)



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State of Texas - Local Government Code (2021)**TITLE 12:** Planning and Development**SUBTITLE C:** Planning and Development Provisions**CHAPTER 395:** Financing Capital Improvements**SUBCHAPTER A - General provisions**

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.



(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

SUBCHAPTER B - Authorization of Impact Fee

Sec. 395.011. AUTHORIZATION OF FEE.

(a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Sec. 395.012. ITEMS PAYABLE BY FEE.

(a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:



- (1) construction contract price;
 - (2) surveying and engineering fees;
 - (3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
 - (4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.
- (b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.
- (c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.
- (d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:
- (1) the improvement or expansion is identified in a capital improvements plan; and
 - (2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.
- (e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Sec. 395.013. ITEMS NOT PAYABLE BY FEE.

Impact fees may not be adopted or used to pay for:

- (1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;
- (2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;
- (3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
- (4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;
- (5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;
- (6) principal payments and interest or other finance charges on bonds or other indebtedness, except as



allowed by Section 395.012.

Sec. 395.014. CAPITAL IMPROVEMENTS PLAN.

(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Sec. 395.015. MAXIMUM FEE PER SERVICE UNIT.

(a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Sec. 395.016. TIME FOR ASSESSMENT AND COLLECTION OF FEE.

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

- (1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;
- (2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or
- (3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may



collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date of occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Sec. 395.017. ADDITIONAL FEE PROHIBITED; EXCEPTION.

After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Sec. 395.018. AGREEMENT WITH OWNER REGARDING PAYMENT.

A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Sec. 395.019. COLLECTION OF FEES IF SERVICES NOT AVAILABLE.

Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Sec. 395.020. ENTITLEMENT TO SERVICES.



Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Sec. 395.021. AUTHORITY OF POLITICAL SUBDIVISIONS TO SPEND FUNDS TO REDUCE FEES.

Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Sec. 395.022. AUTHORITY OF POLITICAL SUBDIVISION TO PAY FEES.

(a) Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

(b) A school district is not required to pay impact fees imposed under this chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board of trustees considers advisable to provide for the payment of the fees.

Sec. 395.023. CREDITS AGAINST ROADWAY FACILITIES FEES.

Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Sec. 395.024. ACCOUNTING FOR FEES AND INTEREST.

(a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Sec. 395.025. REFUNDS.

(a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section 395.019(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

SUBCHAPTER C - Procedures for Adoption of Impact Fee

Sec. 395.041. COMPLIANCE WITH PROCEDURES REQUIRED.

Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN.

The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 395.014.

Sec. 395.042. HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN.

To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC.

On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Sec. 395.044. NOTICE OF HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN.

(a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:



"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Sec. 395.045. APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED.

(a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Sec. 395.0455. SYSTEMWIDE LAND USE ASSUMPTIONS.

(a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt system wide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting system wide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of system wide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Sec. 395.047. HEARING ON IMPACT FEE.

On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Sec. 395.049. NOTICE OF HEARING ON IMPACT FEE.

(a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;

(4) the amount of the proposed impact fee per service unit; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON IMPACT FEES.

The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Sec. 395.051. APPROVAL OF IMPACT FEE REQUIRED.

(a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED.

(a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN.

The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Sec. 395.054. HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE.

A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the

impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Sec. 395.055. NOTICE OF HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE.

(a) The notice and hearing procedures prescribed by Sections 395.044(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Sec. 395.056. ADVISORY COMMITTEE COMMENTS ON AMENDMENTS.

The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Sec. 395.057. APPROVAL OF AMENDMENTS REQUIRED.

(a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Sec. 395.0575. DETERMINATION THAT NO UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES IS NEEDED.

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive

weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Sec. 395.058. ADVISORY COMMITTEE.

(a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative

is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

- (1) advise and assist the political subdivision in adopting land use assumptions;
- (2) review the capital improvements plan and file written comments;
- (3) monitor and evaluate implementation of the capital improvements plan;
- (4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
- (5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

SUBCHAPTER D – Other Provisions

Sec. 395.071. DUTIES TO BE PERFORMED WITHIN TIME LIMITS.

If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Sec. 395.072. RECORDS OF HEARINGS.

A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Sec. 395.073. CUMULATIVE EFFECT OF STATE AND LOCAL RESTRICTIONS.

Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Sec. 395.074. PRIOR IMPACT FEES REPLACED BY FEES UNDER THIS CHAPTER.

An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988,

pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Sec. 395.075. NO EFFECT ON TAXES OR OTHER CHARGES.

This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Sec. 395.076. MORATORIUM ON DEVELOPMENT PROHIBITED.

A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Sec. 395.077. APPEALS.

(a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Sec. 395.078. SUBSTANTIAL COMPLIANCE WITH NOTICE REQUIREMENTS.

An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Sec. 395.079. IMPACT FEE FOR STORM WATER, DRAINAGE, AND FLOOD CONTROL IN POPULOUS COUNTY.

(a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:



- (1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and
- (2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Sec. 395.080. CHAPTER NOT APPLICABLE TO CERTAIN WATER-RELATED SPECIAL DISTRICTS.

(a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

- (1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or
- (2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Sec. 395.081. FEES FOR ADJOINING LANDOWNERS IN CERTAIN MUNICIPALITIES.

(a) This section applies only to a municipality with a population of 115,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

- (1) the governing body of the municipality has adopted a finding under Subsection (c); and
- (2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.



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Appendix B

2022 Existing Land Use Plan

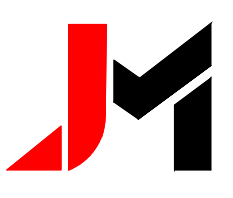


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CITY OF AZLE
2022 EXISTING LAND USE MAP
DECEMBER 2022

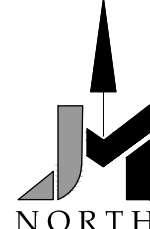


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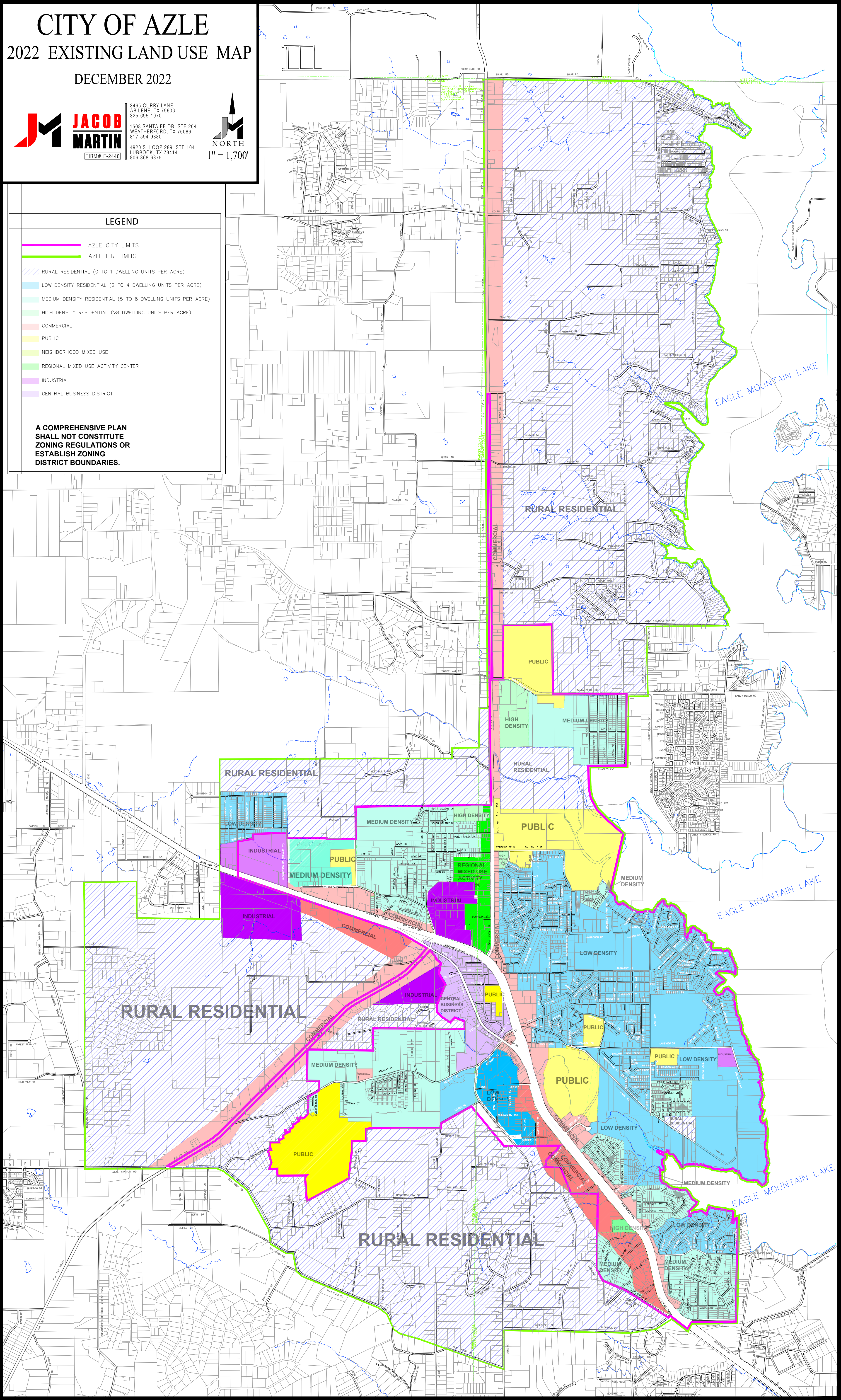


NORTH
1" = 1,700'

LEGEND

- AZLE CITY LIMITS
- AZLE ETJ LIMITS
- RURAL RESIDENTIAL (0 TO 1 DWELLING UNITS PER ACRE)
- LOW DENSITY RESIDENTIAL (2 TO 4 DWELLING UNITS PER ACRE)
- MEDIUM DENSITY RESIDENTIAL (5 TO 8 DWELLING UNITS PER ACRE)
- HIGH DENSITY RESIDENTIAL (>8 DWELLING UNITS PER ACRE)
- COMMERCIAL
- PUBLIC
- NEIGHBORHOOD MIXED USE
- REGIONAL MIXED USE ACTIVITY CENTER
- INDUSTRIAL
- CENTRAL BUSINESS DISTRICT

A COMPREHENSIVE PLAN
SHALL NOT CONSTITUTE
ZONING REGULATIONS OR
ESTABLISH ZONING
DISTRICT BOUNDARIES.



Appendix C

2022 Proposed Land Use Plan



1508 Santa Fe, Suite 203 • Weatherford, Texas 76086
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505 W. Main Street • Azle, Texas 76020
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CITY OF AZLE
2022 PROPOSED LAND USE MAP
DECEMBER 2022



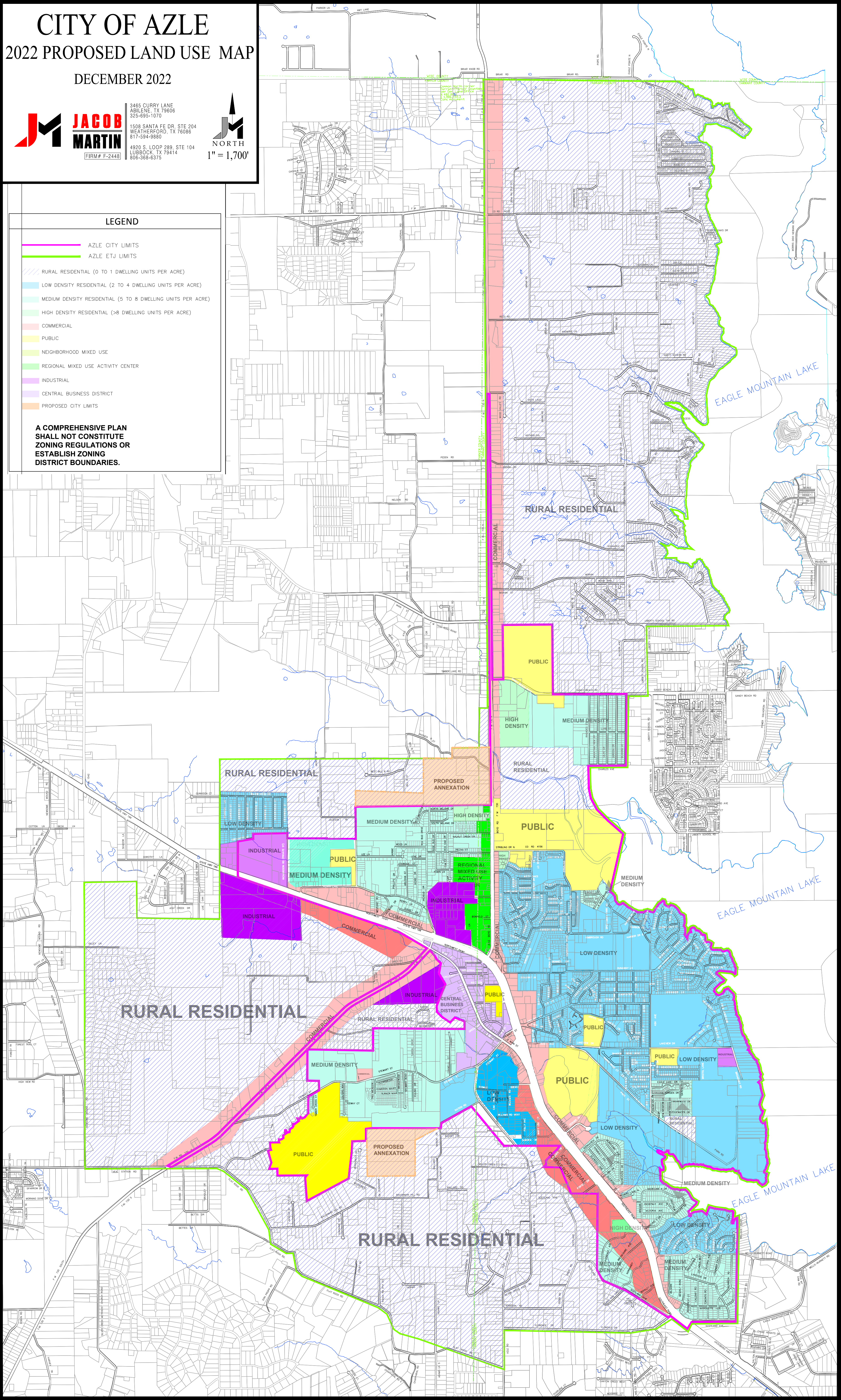
3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-594-9680
4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-366-6375
FIRM# F-2448



LEGEND

- AZLE CITY LIMITS
- AZLE ETJ LIMITS
- RURAL RESIDENTIAL (0 TO 1 DWELLING UNITS PER ACRE)
- LOW DENSITY RESIDENTIAL (2 TO 4 DWELLING UNITS PER ACRE)
- MEDIUM DENSITY RESIDENTIAL (5 TO 8 DWELLING UNITS PER ACRE)
- HIGH DENSITY RESIDENTIAL (>8 DWELLING UNITS PER ACRE)
- COMMERCIAL
- PUBLIC
- NEIGHBORHOOD MIXED USE
- REGIONAL MIXED USE ACTIVITY CENTER
- INDUSTRIAL
- CENTRAL BUSINESS DISTRICT
- PROPOSED CITY LIMITS

A COMPREHENSIVE PLAN
SHALL NOT CONSTITUTE
ZONING REGULATIONS OR
ESTABLISH ZONING
DISTRICT BOUNDARIES.



Appendix D

Water System Impact Fee Capital Improvements Plan



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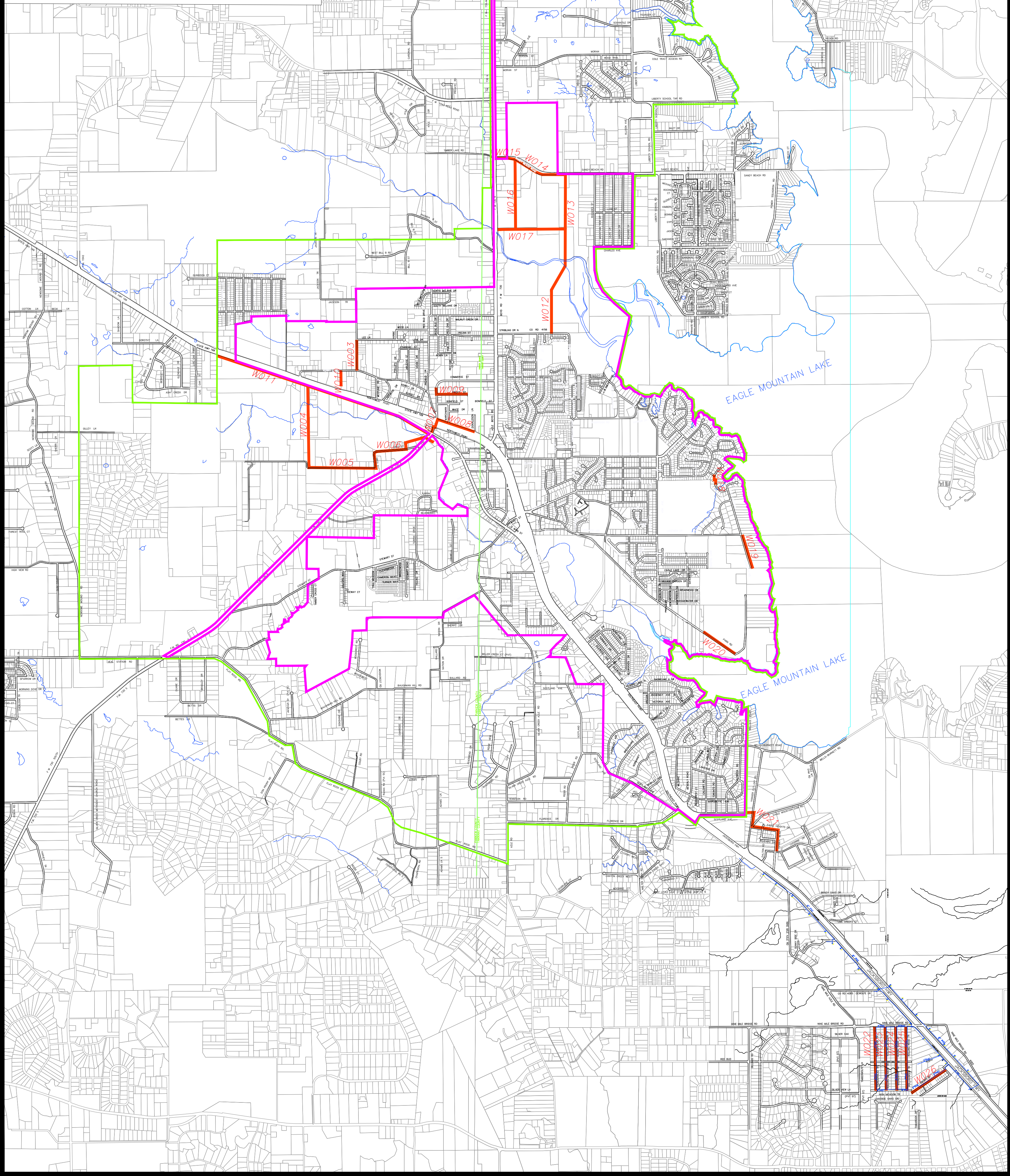
CITY OF AZLE
PROPOSED CAPITAL
IMPROVEMENTS PLAN
FOR WATER SYSTEM
DECEMBER 2022



LEGEND

- AZLE CITY LIMITS
- ETJ BOUNDARY
- COUNTY LINE
- PROPOSED WATER LINES

A COMPREHENSIVE PLAN
SHALL NOT CONSTITUTE
ZONING REGULATIONS OR
ESTABLISH ZONING
DISTRICT BOUNDARIES.



Appendix E

Wastewater System Impact Fee Capital Improvements Plan



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CITY OF AZLE
PROPOSED CAPITAL
IMPROVEMENTS PLAN FOR
WASTEWATER SYSTEM
DECEMBER 2022



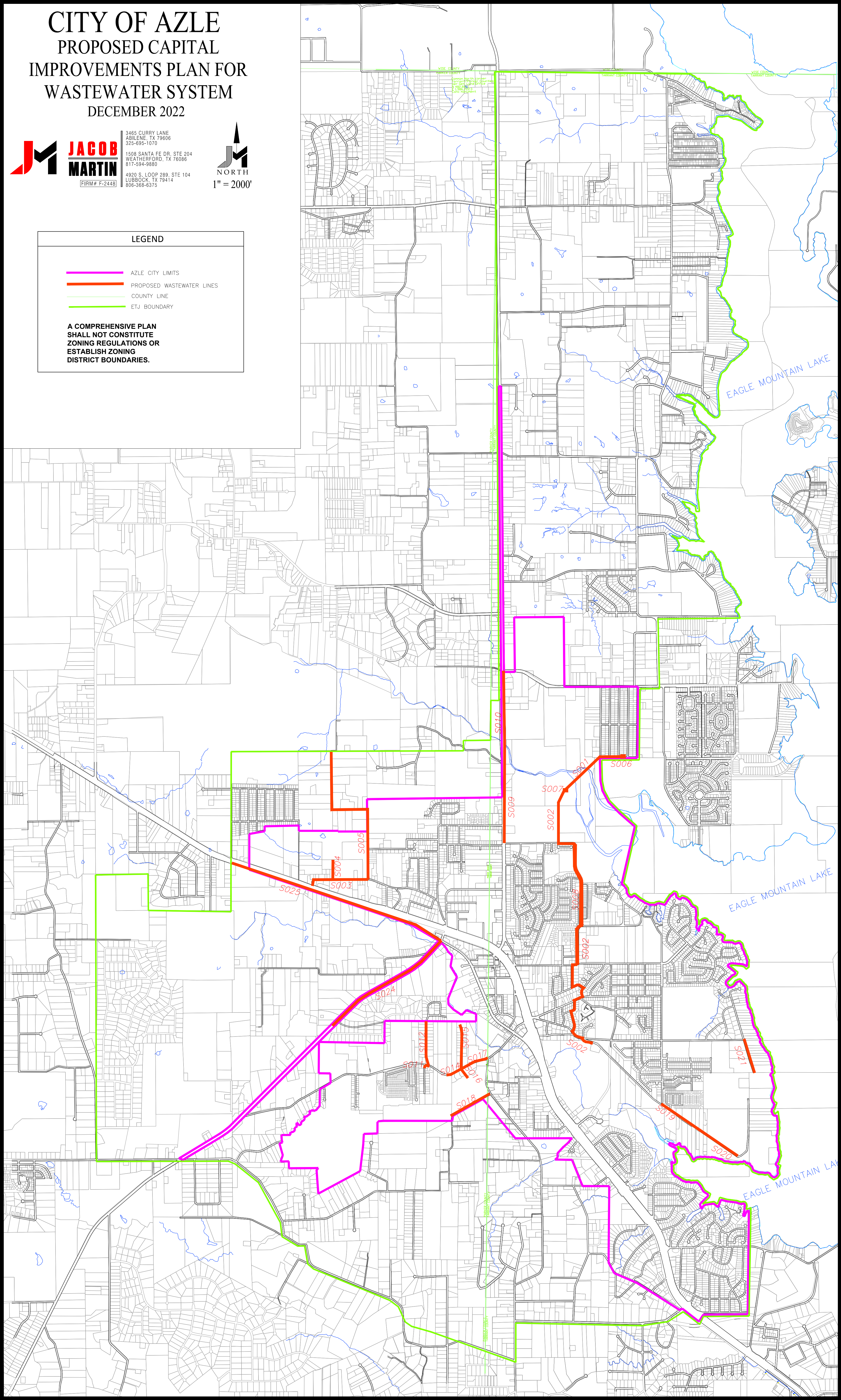
3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1503 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-594-9880
4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375
FIRM# F-2448



LEGEND

- AZLE CITY LIMITS
- PROPOSED WASTEWATER LINES
- COUNTY LINE
- ETJ BOUNDARY

A COMPREHENSIVE PLAN
SHALL NOT CONSTITUTE
ZONING REGULATIONS OR
ESTABLISH ZONING
DISTRICT BOUNDARIES.



Appendix F

Water and Wastewater Impact Fee Comparison



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Comparison Municipalities

City of Azle							Population	12,950
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"	
Water	\$1,441.00	\$2,406.47	\$4,798.53	\$7,680.49	\$14,410.00	\$24,021.47	\$36,025.00	
Sewer	\$4,422.00	\$7,384.74	\$14,725.26	\$23,569.15	\$44,220.00	\$73,714.74	\$110,550.00	
Total	\$5,863.00	\$9,791.21	\$19,523.79	\$31,249.64	\$58,630.00	\$97,736.21	\$146,575.00	

City of Benbrook							Population	23,340
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"	
Water	\$0.00	\$3,456.00	\$8,640.00	\$13,824.00	\$30,240.00	\$51,840.00	\$0.00	
Sewer	\$0.00	\$1,741.00	\$4,352.50	\$6,964.00	\$15,233.75	\$26,115.00	\$0.00	
Total	\$0.00	\$5,197.00	\$12,992.50	\$20,788.00	\$45,473.75	\$77,955.00	\$0.00	

City of Burleson							Population	47,150
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"	
Water	\$3,936.00	\$6,560.00	\$13,120.00	\$20,992.00	\$62,976.00	\$110,208.00	\$241,408.00	
Sewer	\$1,968.00	\$3,280.00	\$6,560.00	\$10,496.00	\$31,488.00	\$55,104.00	\$120,704.00	
Total	\$5,904.00	\$9,840.00	\$19,680.00	\$31,488.00	\$94,464.00	\$165,312.00	\$362,112.00	

City of Crowley							Population	15,970
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"	
Water	\$831.67	\$1,388.89	\$2,769.46	\$4,432.80	\$9,705.59	\$17,465.07	\$38,814.04	
Sewer	\$269.75	\$450.48	\$898.27	\$1,437.77	\$3,147.98	\$5,664.75	\$12,589.23	
Total	\$1,101.42	\$1,839.37	\$3,667.73	\$5,870.57	\$12,853.57	\$23,129.82	\$51,403.27	

City of Decatur							Population	6,980
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"	
Water	\$856.00	\$1,426.00	\$2,852.00	\$5,704.00	\$13,689.00	\$23,955.00	\$52,473.00	
Sewer	\$1,378.00	\$2,297.00	\$4,593.00	\$9,187.00	\$22,048.00	\$38,584.00	\$84,517.00	
Total	\$2,234.00	\$3,723.00	\$7,445.00	\$14,891.00	\$35,737.00	\$62,539.00	\$136,990.00	

City of Gainesville							Population	16,560
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"	
Water	\$388.00	\$969.00	\$1,938.00	\$3,101.00	\$6,783.00	\$26,163.00	\$26,163.00	
Sewer	\$1,269.00	\$3,172.00	\$6,344.00	\$10,150.00	\$22,204.00	\$38,064.00	\$85,644.00	
Total	\$1,657.00	\$4,141.00	\$8,282.00	\$13,251.00	\$28,987.00	\$64,227.00	\$111,807.00	

City of Granbury							Population
							10,330
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"
Water	\$4,866.00	\$8,126.22	\$16,203.00	\$25,934.00	\$48,657.00	\$81,111.00	\$162,173.00
Sewer	\$2,733.00	\$4,565.00	\$9,102.00	\$14,569.00	\$27,335.00	\$45,567.00	\$91,106.00
Total	\$7,599.00	\$12,691.22	\$25,305.00	\$40,503.00	\$75,992.00	\$126,678.00	\$253,279.00

City of Midlothian							Population
							31,530
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"
Water	\$2,000.00	\$2,800.00	\$5,600.00	\$8,000.00	\$28,000.00	\$48,000.00	\$100,000.00
Sewer	\$3,000.00	\$4,200.00	\$8,400.00	\$12,000.00	\$42,000.00	\$72,000.00	\$150,000.00
Total	\$5,000.00	\$7,000.00	\$14,000.00	\$20,000.00	\$70,000.00	\$120,000.00	\$250,000.00

City of Red Oak							Population
							13,010
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"
Water	\$2,813.00	\$4,688.00	\$9,375.00	\$30,000.00	\$66,625.00	\$121,875.00	\$262,500.00
Sewer	\$2,371.92	\$3,953.00	\$7,905.00	\$25,296.00	\$55,335.00	\$102,765.00	\$221,340.00
Total	\$5,184.92	\$8,641.00	\$17,280.00	\$55,296.00	\$121,960.00	\$224,640.00	\$483,840.00

City of Saginaw							Population
							23,840
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"
Water	\$913.00	\$1,552.00	\$5,358.00	\$8,591.00	\$10,682.00	\$19,173.00	\$39,533.00
Sewer	\$49.00	\$83.00	\$162.00	\$260.00	\$573.00	\$1,029.00	\$2,122.00
Total	\$962.00	\$1,635.00	\$5,520.00	\$8,851.00	\$11,255.00	\$20,202.00	\$41,655.00

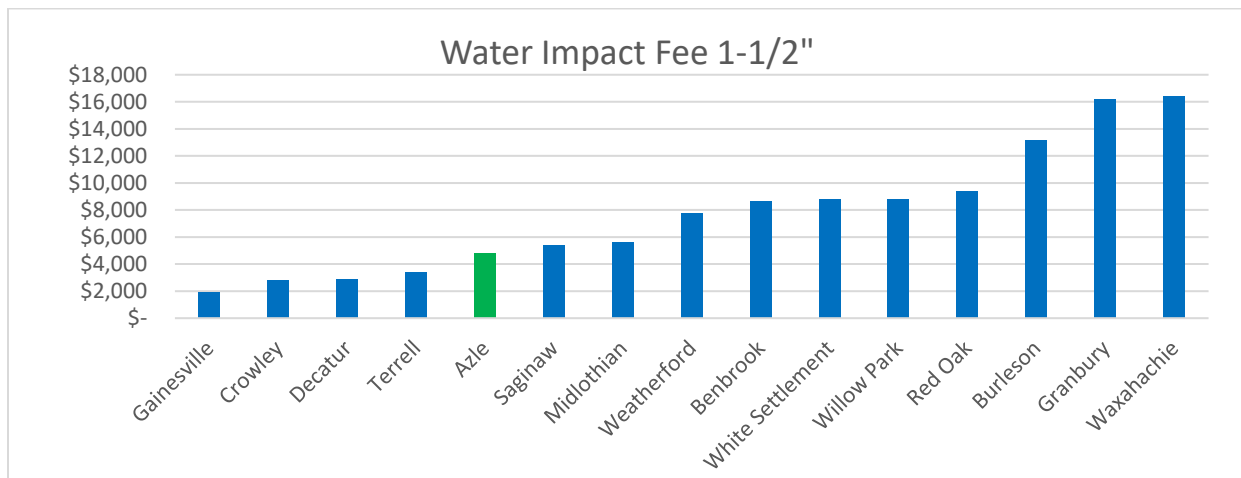
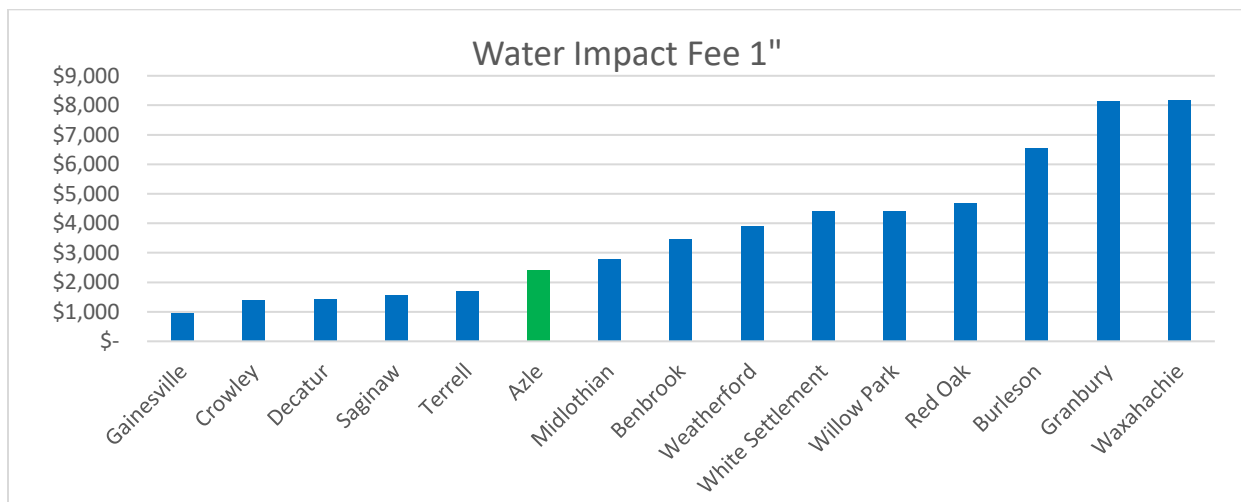
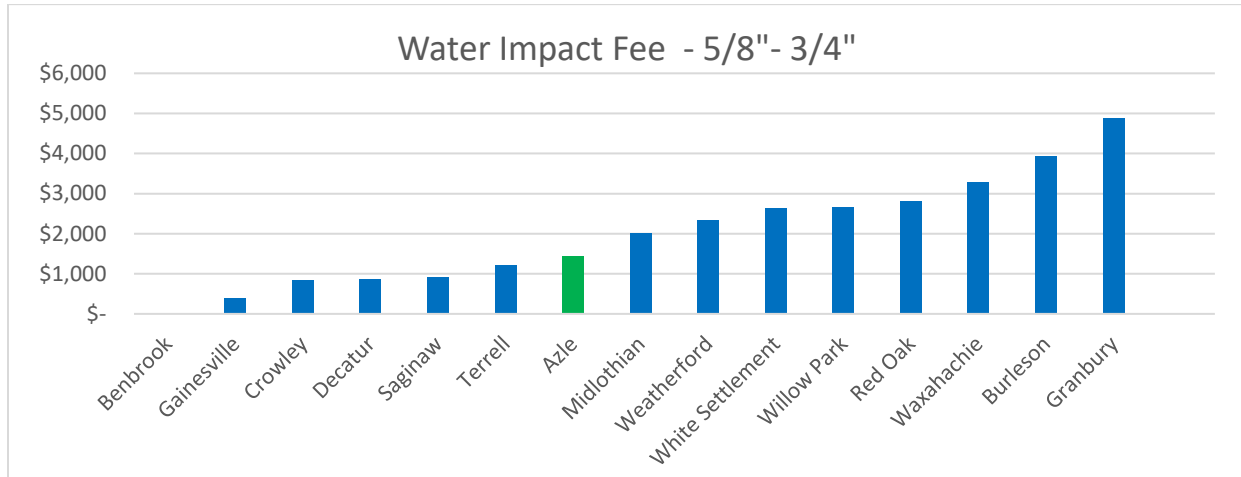
City of Terrell							Population
							18,510
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"
Water	\$1,221.00	\$1,709.40	\$3,418.80	\$7,814.40	\$15,628.80	\$24,420.00	\$48,840.00
Sewer	\$2,167.00	\$3,033.80	\$6,067.60	\$13,868.80	\$27,737.60	\$43,340.00	\$86,680.00
Total	\$3,388.00	\$4,743.20	\$9,486.40	\$21,683.20	\$43,366.40	\$67,760.00	\$135,520.00

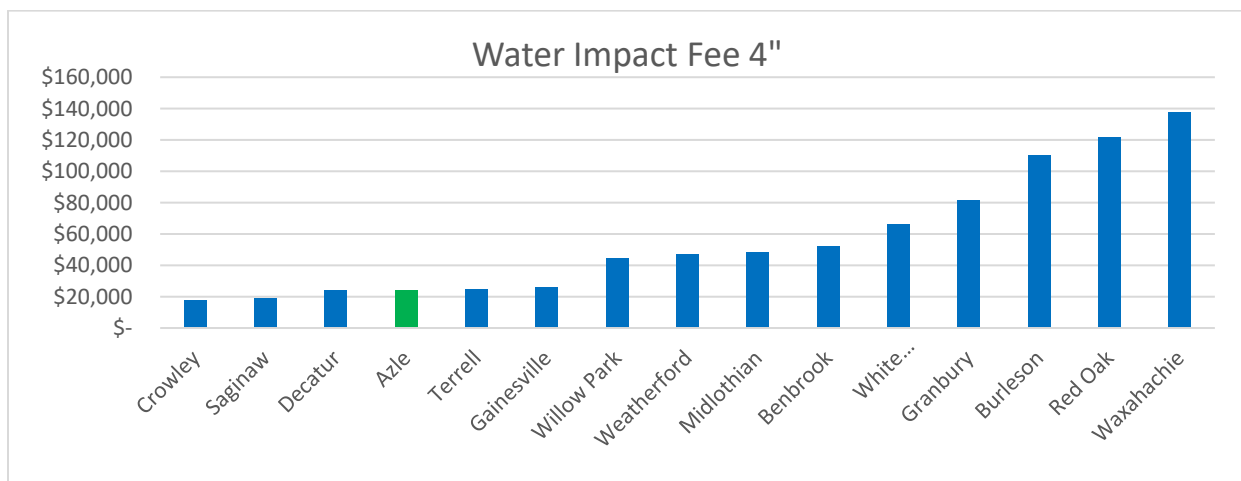
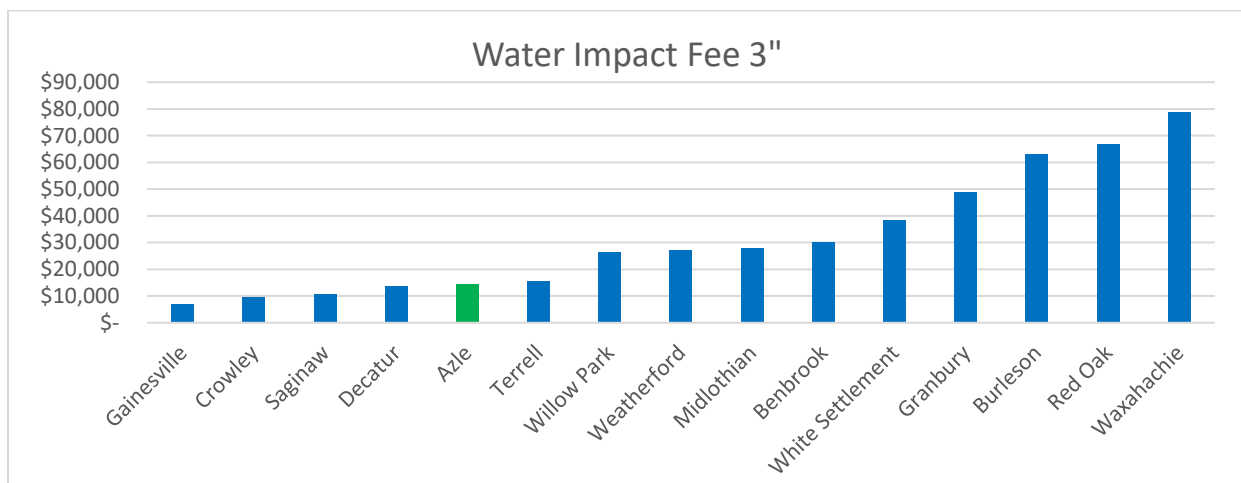
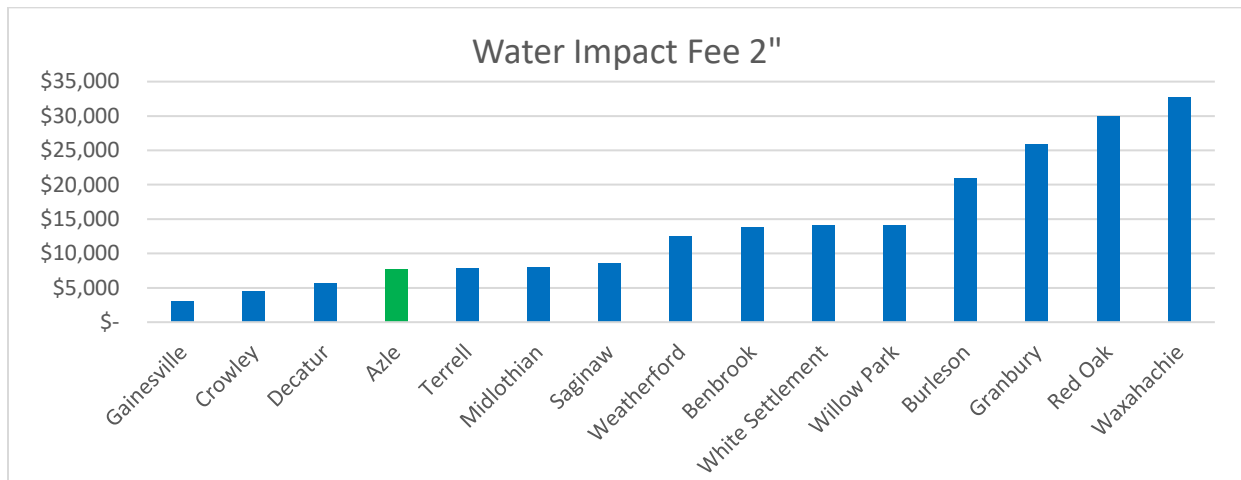
City of Waxahachie							Population
							36,740
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"
Water	\$3,275.00	\$8,187.00	\$16,373.00	\$32,746.00	\$78,591.00	\$137,534.00	\$301,264.00
Sewer	\$3,781.00	\$9,452.00	\$18,905.00	\$37,810.00	\$90,743.00	\$158,801.00	\$347,849.00
Total	\$7,056.00	\$17,639.00	\$35,278.00	\$70,556.00	\$169,334.00	\$296,335.00	\$649,113.00

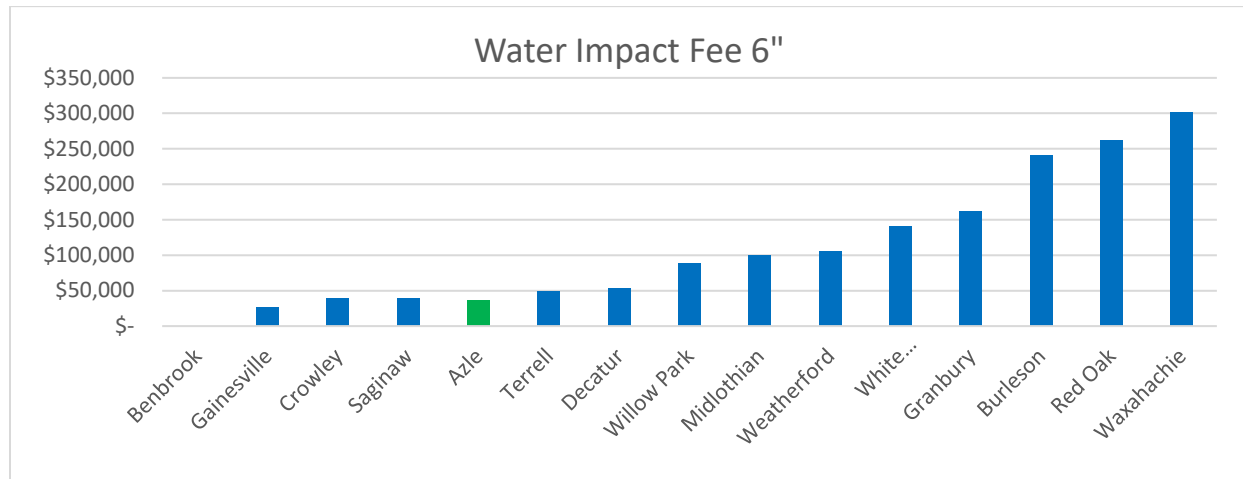
City of Weatherford							Population
							32,110
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"
Water	\$2,332.00	\$3,894.00	\$7,766.00	\$12,430.00	\$27,214.00	\$46,640.00	\$104,940.00
Sewer	\$2,227.00	\$3,719.00	\$7,416.00	\$11,870.00	\$25,989.00	\$44,540.00	\$100,215.00
Total	\$4,559.00	\$7,613.00	\$15,182.00	\$24,300.00	\$53,203.00	\$91,180.00	\$205,155.00

City of White Settlement							Population	17,720
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"	
Water	\$2,637.00	\$4,396.00	\$8,791.00	\$14,066.00	\$38,242.00	\$65,934.00	\$140,660.00	
Sewer	\$1,566.00	\$2,609.00	\$5,219.00	\$8,350.00	\$22,702.00	\$39,141.00	\$83,500.00	
Total	\$4,203.00	\$7,005.00	\$14,010.00	\$22,416.00	\$60,944.00	\$105,075.00	\$224,160.00	

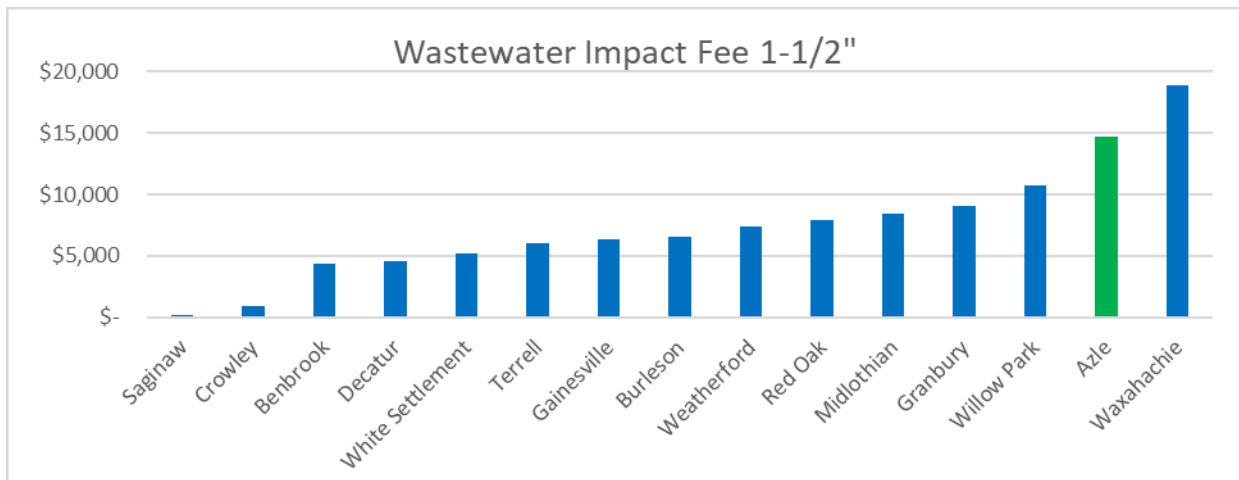
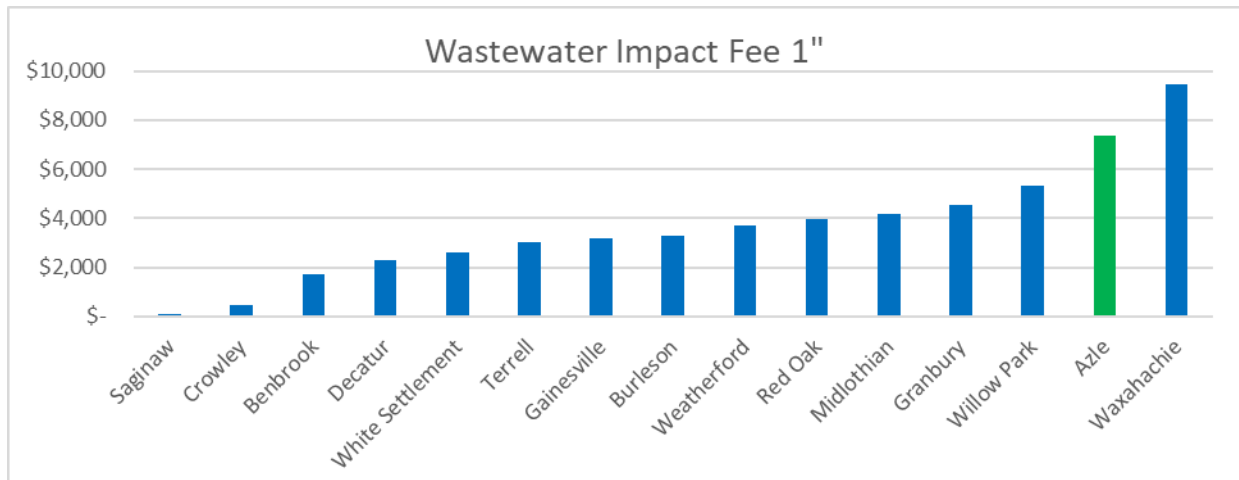
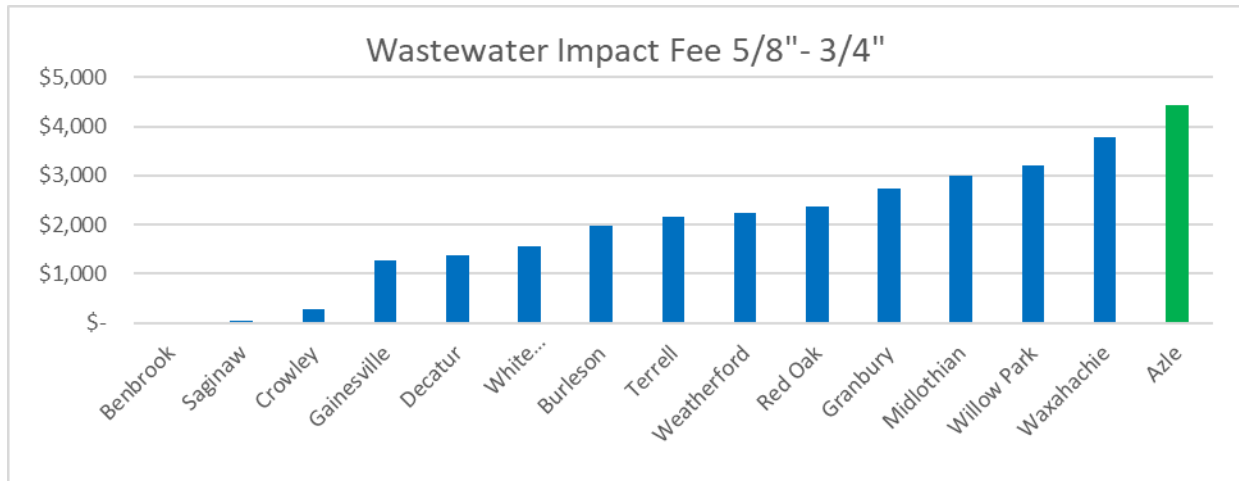
City of Willow Park							Population	6,330
Meter Size	5/8"-3/4"	1"	1-1/2"	2"	3"	4"	6"	
Water	\$2,646.00	\$4,410.00	\$8,820.00	\$14,112.00	\$26,460.00	\$44,100.00	\$88,200.00	
Sewer	\$3,205.50	\$5,342.50	\$10,685.00	\$17,096.00	\$32,055.00	\$53,425.00	\$106,850.00	
Total	\$5,851.50	\$9,752.50	\$19,505.00	\$31,208.00	\$58,515.00	\$97,525.00	\$195,050.00	

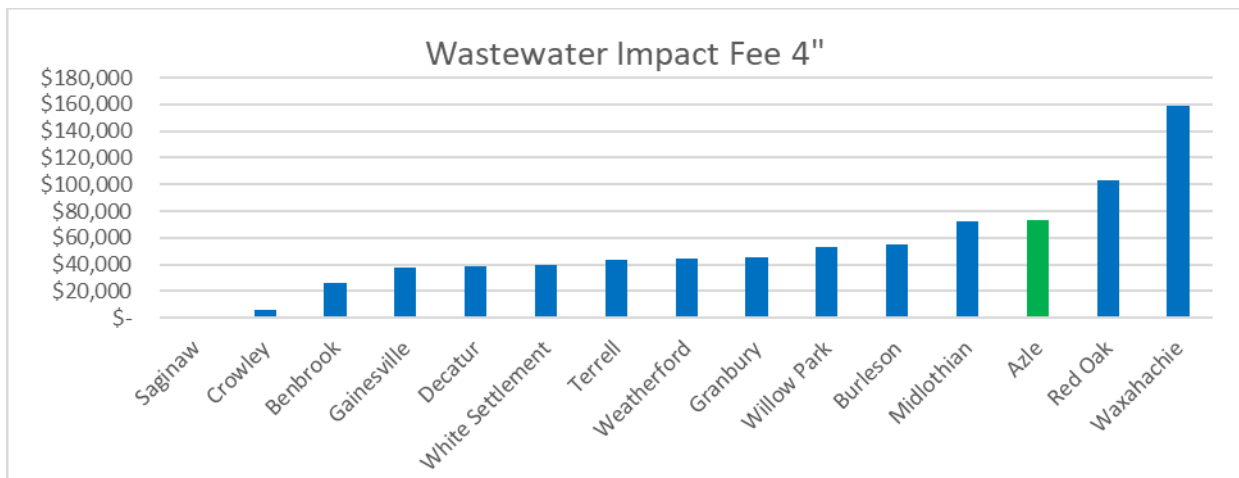
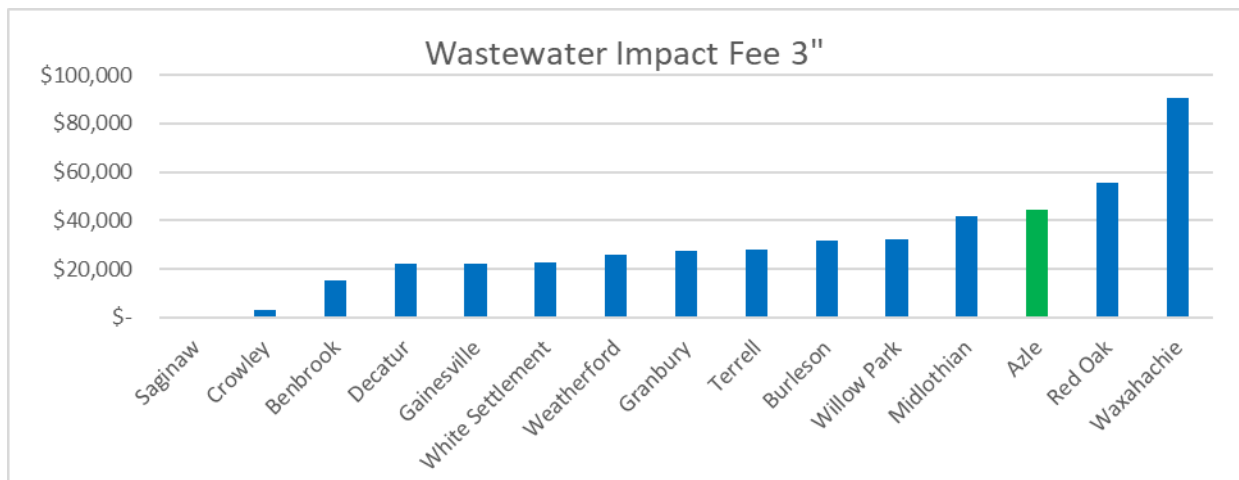
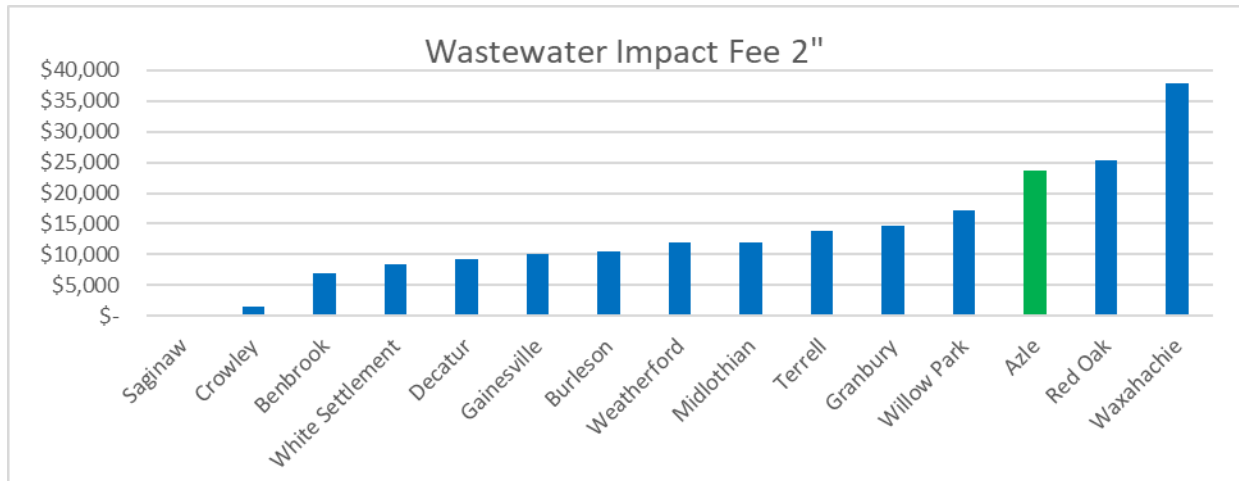


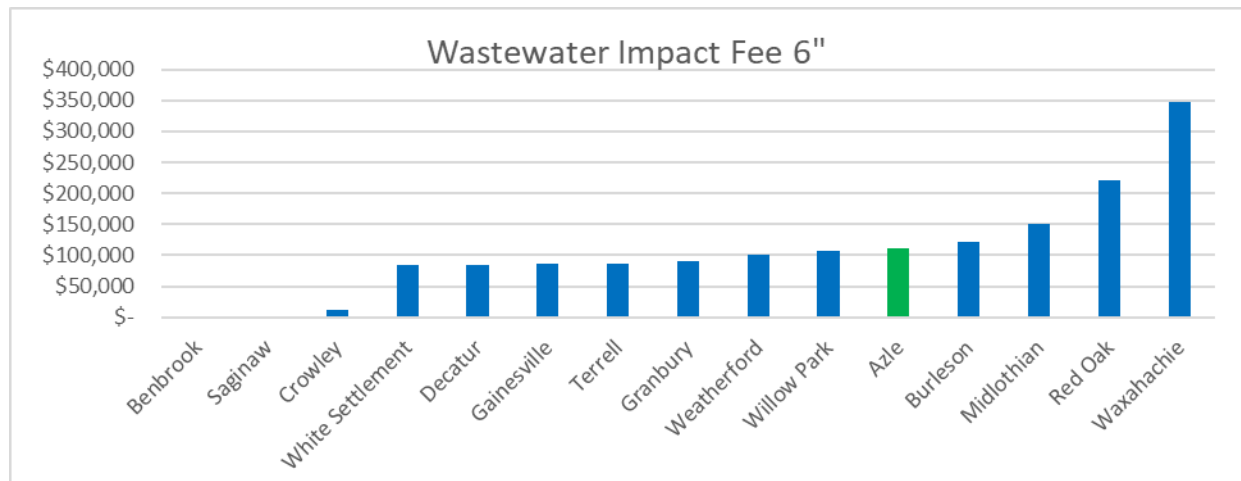


**Water Impact Fees**

Municipality	5/8"- 3/4"	1"	1-1/2"	2"	3"	4"	6"
Azle	\$1,441.00	\$2,406.47	\$4,798.53	\$7,680.49	\$14,410.00	\$24,021.47	\$36,025.00
Benbrook	\$0.00	\$3,456.00	\$8,640.00	\$13,824.00	\$30,240.00	\$51,840.00	\$0.00
Burleson	\$3,936.00	\$6,560.00	\$13,120.00	\$20,992.00	\$62,976.00	\$110,208.00	\$241,408.00
Crowley	\$831.67	\$1,388.89	\$2,769.46	\$4,432.80	\$9,705.59	\$17,465.07	\$38,814.04
Decatur	\$856.00	\$1,426.00	\$2,852.00	\$5,704.00	\$13,689.00	\$23,955.00	\$52,473.00
Gainesville	\$388.00	\$969.00	\$1,938.00	\$3,101.00	\$6,783.00	\$26,163.00	\$26,163.00
Granbury	\$4,866.00	\$8,126.22	\$16,203.00	\$25,934.00	\$48,657.00	\$81,111.00	\$162,173.00
Midlothian	\$2,000.00	\$2,800.00	\$5,600.00	\$8,000.00	\$28,000.00	\$48,000.00	\$100,000.00
Red Oak	\$2,813.00	\$4,688.00	\$9,375.00	\$30,000.00	\$66,625.00	\$121,875.00	\$262,500.00
Saginaw	\$913.00	\$1,552.00	\$5,358.00	\$8,591.00	\$10,682.00	\$19,173.00	\$39,533.00
Terrell	\$1,221.00	\$1,709.40	\$3,418.80	\$7,814.40	\$15,628.80	\$24,420.00	\$48,840.00
Waxahachie	\$3,275.00	\$8,187.00	\$16,373.00	\$32,746.00	\$78,591.00	\$137,534.00	\$301,264.00
Weatherford	\$2,332.00	\$3,894.00	\$7,766.00	\$12,430.00	\$27,214.00	\$46,640.00	\$104,940.00
White Settlement	\$2,637.00	\$4,396.00	\$8,791.00	\$14,066.00	\$38,242.00	\$65,934.00	\$140,660.00
Willow Park	\$2,646.00	\$4,410.00	\$8,820.00	\$14,112.00	\$26,460.00	\$44,100.00	\$88,200.00
Azle Proposed Fees							





**Wastewater Impact Fees**

Municipality	5/8" - 3/4"	1"	1-1/2"	2"	3"	4"	6"
Azle	\$4,422.00	\$7,384.74	\$14,725.26	\$23,569.15	\$44,220.00	\$73,714.74	\$110,550.00
Benbrook	\$0.00	\$1,741.00	\$4,352.50	\$6,964.00	\$15,233.75	\$26,115.00	\$0.00
Burleson	\$1,968.00	\$3,280.00	\$6,560.00	\$10,496.00	\$31,488.00	\$55,104.00	\$120,704.00
Crowley	\$269.75	\$450.48	\$898.27	\$1,437.77	\$3,147.98	\$5,664.75	\$12,589.23
Decatur	\$1,378.00	\$2,297.00	\$4,593.00	\$9,187.00	\$22,048.00	\$38,584.00	\$84,517.00
Gainesville	\$1,269.00	\$3,172.00	\$6,344.00	\$10,150.00	\$22,204.00	\$38,064.00	\$85,644.00
Granbury	\$2,733.00	\$4,565.00	\$9,102.00	\$14,569.00	\$27,335.00	\$45,567.00	\$91,106.00
Midlothian	\$3,000.00	\$4,200.00	\$8,400.00	\$12,000.00	\$42,000.00	\$72,000.00	\$150,000.00
Red Oak	\$2,371.92	\$3,953.00	\$7,905.00	\$25,296.00	\$55,335.00	\$102,765.00	\$221,340.00
Saginaw	\$49.00	\$83.00	\$162.00	\$260.00	\$573.00	\$1,029.00	\$2,122.00
Terrell	\$2,167.00	\$3,033.80	\$6,067.60	\$13,868.80	\$27,737.60	\$43,340.00	\$86,680.00
Waxahachie	\$3,781.00	\$9,452.00	\$18,905.00	\$37,810.00	\$90,743.00	\$158,801.00	\$347,849.00
Weatherford	\$2,227.00	\$3,719.00	\$7,416.00	\$11,870.00	\$25,989.00	\$44,540.00	\$100,215.00
White Settlement	\$1,566.00	\$2,609.00	\$5,219.00	\$8,350.00	\$22,702.00	\$39,141.00	\$83,500.00
Willow Park	\$3,205.50	\$5,342.50	\$10,685.00	\$17,096.00	\$32,055.00	\$53,425.00	\$106,850.00
Azle Proposed Fees							

Total Water and Wastewater Impact Fees

Municipality	Population	5/8"- 3/4"	1"	1-1/2"	2"	3"	4"	6"
Azle	12,950	\$5,863.00	\$9,791.21	\$19,523.79	\$31,249.64	\$58,630.00	\$97,736.21	\$146,575.00
Benbrook	23,337	\$0.00	\$5,197.00	\$12,992.50	\$20,788.00	\$45,473.75	\$77,955.00	\$0.00
Burleson	47,151	\$5,904.00	\$9,840.00	\$19,680.00	\$31,488.00	\$94,464.00	\$165,312.00	\$362,112.00
Crowley	15,972	\$1,101.42	\$1,839.37	\$3,667.73	\$5,870.57	\$12,853.57	\$23,129.82	\$51,403.27
Decatur	6,976	\$2,234.00	\$3,723.00	\$7,445.00	\$14,891.00	\$35,737.00	\$62,539.00	\$136,990.00
Gainesville	16,557	\$1,657.00	\$4,141.00	\$8,282.00	\$13,251.00	\$28,987.00	\$64,227.00	\$111,807.00
Granbury	10,325	\$7,599.00	\$12,691.22	\$25,305.00	\$40,503.00	\$75,992.00	\$126,678.00	\$253,279.00
Midlothian	31,533	\$5,000.00	\$7,000.00	\$14,000.00	\$20,000.00	\$70,000.00	\$120,000.00	\$250,000.00
Red Oak	13,010	\$5,184.92	\$8,641.00	\$17,280.00	\$55,296.00	\$121,960.00	\$224,640.00	\$483,840.00
Saginaw	23,835	\$962.00	\$1,635.00	\$5,520.00	\$8,851.00	\$11,255.00	\$20,202.00	\$41,655.00
Terrell	18,513	\$3,388.00	\$4,743.20	\$9,486.40	\$21,683.20	\$43,366.40	\$67,760.00	\$135,520.00
Waxahachie	36,735	\$7,056.00	\$17,639.00	\$35,278.00	\$70,556.00	\$169,334.00	\$296,335.00	\$649,113.00
Weatherford	32,110	\$4,559.00	\$7,613.00	\$15,182.00	\$24,300.00	\$53,203.00	\$91,180.00	\$205,155.00
White Settlement	17,716	\$4,203.00	\$7,005.00	\$14,010.00	\$22,416.00	\$60,944.00	\$105,075.00	\$224,160.00
Willow Park	6,330	\$5,851.50	\$9,752.50	\$19,505.00	\$31,208.00	\$58,515.00	\$97,525.00	\$195,050.00
		Lowest Impact Fees		Highest Impact Fees			Azle Proposed Fees	



Presenter: Tom Muir, City Manager

Agenda Item: Status of 380 and Economic Development Performance Agreement with Azle Management Partners, LP and Gary Shelton.

Background and Explanation:

Mayor Pro Tem Goode requested a status update of the agreement and affected property(ies).

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None