



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

June 6, 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

Rev. Alton Davis, board president of the Azle Area Ministerial Alliance and pastor of Community Bible Fellowship

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

PRESENTATIONS

1. Texas Municipal Clerk's Achievement of Excellence Award.
Tom Muir, City Manager

ACTION ITEMS

2. Consider any action on the minutes of the 05-16-2023 City Council regular meeting.
Yael Forgey, City Secretary
3. Consider any action on Resolution No. 2023-07 designating the *Tri-County Reporter* as the official newspaper.
Tom Muir, City Manager
4. Consider any action authorizing the City Manager to execute an interlocal agreement with the City of Pelican Bay for police dispatch and detention services.
Ben Hall, Police Chief

PUBLIC HEARING

5. Conduct a public hearing and take any action on Ordinance No. 2023-07 regarding the 2023 Roadway System Impact Fee Study, Land Use Assumptions, Roadway System Capital

Improvements Plans, and the Roadway Impact Fee Rates.
David Hawkins, Director of Planning and Development

DISCUSSION ITEMS

6. Food Trucks
Tom Muir, City Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on June 2, 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: Tom Muir, City Manager

Agenda Item: Texas Municipal Clerk's Achievement of Excellence Award.

Background and Explanation:

Of the 595 member cities in the Texas Municipal Clerks Association, our City Secretary's Office is now one of 24 to receive the Texas Municipal Clerk's Office Achievement of Excellence Award.

The program recognizes the statutory requirements and demands of the effective management of resources for proper governance by the municipal clerk's office. The award itself recognizes municipal clerk offices throughout the state for compliance with federal, state and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk's office must have met and demonstrated nine of twelve standards to be eligible to receive the award. The twelve standards considered include:

- Records Management
- Professional Development/Certification
- Government Transparency
- Elections
- Awards Recognitions
- Public Information Act
- Open Meetings Act
- Boards/Commissions
- Municipal Clerk Office Policies/Procedures
- Other Areas of Responsibility
- Innovation/Stream Line Projects
- Departmental Training

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Yael Forgey, City Secretary

Agenda Item: Consider any action on the minutes of the 05-16-2023 City Council regular meeting.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

NA

Staff Recommendation:

NA

Attachments:

1. Minutes



MINUTES

Regular Meeting

Azle City Council

505 W. Main Street
Azle, Texas 76020

May 16, 2023

6:00 PM

Council Chambers

CALL TO ORDER

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

Members Present:

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

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
David Hawkins	Director of Planning and Development
Kristen Pegues	Marketing Coordinator
Curren McLane	Library Director
Victor Gonzalez	Assistant Library Director
Renita Bishop	Finance Director
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Kenny Willson	Fire Marshal
Ben Hall	Police Chief

INVOCATION

Corey Wynns, Pastor of Crossing Fellowship, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance

PUBLIC PARTICIPATION

None

PRESENTATIONS

1. Quarterly Investment Report for the Quarter Ended March 31, 2023

Mayor Brundrett recognized Finance Director Renita Bishop who gave a brief review of the Quarterly Investment Report ending March 31, 2023, noting the market value of this quarter's investment at \$39,586,145, the average quarterly yield was 4.30%, with quarterly interest earnings of \$377,384.

ACTION ITEMS

2. Consider any action on the May 2, 2023 regular council meeting Minutes.

Councilmember Rothenberger moved to approve the May 2, 2023 regular council meeting minutes as presented. Councilmember Conner seconded the motion.

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

3. Consider any action approving Resolution No. 2023-06 canvassing the returns and declaring the results of the general election held May 6, 2023.

- Certificate of Election.

- Written Statement of Elected Officer and Oath of Office.

Councilmember Rothenberger moved to approve Resolution No. 2023-06 canvassing the returns and declaring the results of the general election held May 6, 2023 noting the following candidates were duly elected to the respective places. Mayor Pro Tem Goode seconded the motion.

Mayor - Alan Brundrett

Councilmember Place 3, Stacy Peek

Councilmember Place 4, Randa Goode

Councilmember Place 6, Brian Conner

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

City Secretary Yael Forgey swore in the returning Mayor, Alan Brundrett.

Mayor Brundrett swore in the returning council members Stacy Peek, Randa Goode, and Brian Conner.

4. Consider any action on the election of the Mayor Pro Tem for a one-year term 2023-24.

Councilmember Peek recommended appointing Randa Goode as Mayor Pro Tem for a one-year term from 2023-24. Councilmember Rothenberger seconded the motion.

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

Mayor Brundrett convened a short recess at 6:18 PM and left the meeting.

Mayor Pro Tem Randa Goode reconvened at 6:25 PM.

5. Consider any action on the request by the Azle Area Ministerial Alliance to utilize Central Park; a fire truck; a waiver of the fees charged for Fire Department personnel and equipment; a waiver of fees for the rental of the Pavilion and Amphitheater; approving a Council Variance allowing the issuance of a fireworks permit and a waiver of the fireworks permit fee contingent on all requirements being met for the "Follow the Flag" event on July 4, 2023.

Mayor Pro Tem Goode recognized Mr. Alton Davis, Azle Ministerial Alliance, who gave a short overview of the Follow the Flag event.

Councilmember Rothenberger moved to approve the request by the Azle Area Ministerial Alliance to utilize Central Park; a fire truck; a waiver of the fees charged for Fire Department personnel and equipment; a waiver of fees for the rental of the Pavilion and Amphitheater; approving a Council Variance allowing the issuance of a fireworks permit and a waiver of the fireworks permit fee contingent on all requirements being met for the "Follow the Flag" event on July 4, 2023. Councilmember Peek seconded the motion.

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

6. Consider any action approving the Façade and Signage Improvement Program application for Park Place Plaza at 100-252 Park Place.

Councilmember Conner moved to approve the Façade and Signage Improvement Program application in the amount of \$5,000 for Park Place Plaza at 100-252 Park Place as presented. Councilmember Rothenberger seconded the motion.

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

DISCUSSION ITEMS

7. Proposed Development in Azle City Limits/ETJ

Mayor Pro Tem Goode recognized Sam Knight of Pape-Dawson Engineers and Hunter Viker with DR Horton who gave a presentation on a future development to be located partially inside Azle city limits and partially in the city's ETJ.

8. Facade and Signage Improvement Program Policy.

Mayor Pro Tem Goode would like to see if the Facade Grant Policy can be modified so the City's match portion can be paid directly to the contractor instead of reimbursing the applicant to make it easier for the applicants to afford the repairs. Staff will work with the City Attorney and come back with suggestions.

9. Donation Bins

Mayor Pro Tem Goode introduced City Attorney Cara White, who explained the different ways the City can regulate donation bins.
Council requested an ordinance to be drafted for the next council meeting.

10. Debt Issuance - Dunaway Lane

Mayor Pro Tem Goode recognized City Manager Tom Muir who reminded the Council they approved Resolution 2023-04 enabling the reimbursement of expenditures for the Dunaway Lane project proceeds of future debt. At the time, Staff recommended issuing \$6 million in COs for this project. Mr Muir provided an overview of the timeline of debt issuance and the amount. Council agreed to proceed.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

Food Trucks.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- 05-29-2023 - Memorial Day. City facilities are closed.
- Library Director Curren McLane thanked the AARP Tax Aide team, which helped citizens in the city with their tax returns. They filed 951 returns this year.

- 06-02-2023 - Azle Library Summer Reading Program starts.
- 05-31-2023 - Last day of School and June 3 is Azle HS graduation.
- Splash Pad will be open Memorial Day weekend.
- TxDOT will be holding a Stakeholder meeting on May 24 to provide information and receive comments on the proposed FM 730N project. Several Staff members will be attending.

EXECUTIVE SESSION

Mayor Pro Tem Goode convened to executive session at 7:25 PM.

551.071 CONSULTATION WITH THE CITY ATTORNEY

Providing Police Services for Neighboring Communities

Mayor Pro Tem Goode reconvened to open session at 7:48 PM.

ADJOURNMENT

Mayor Pro Tem Goode adjourned at 7:49 PM.

Presented and approved on 06-06-2023

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Resolution No. 2023-07 designating the *Tri-County Reporter* as the official newspaper.

Background and Explanation:

Chapter 52.004 of the *Texas Local Government Code* states "as soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected." Each notice, ordinance or other matter required by law is to be published in a respective municipality's official newspaper.

The *Azle News* has served in this capacity for several years and plans to continue to serve as the City's official newspaper. However, starting June 8, 2023, they will start publishing their weekly editions as the *Tri-County Reporter*. Therefore, Resolution No. 2023-07 needs to be considered by the Council designating the *Tri-County Reporter* as the City's official newspaper.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve Resolution No. 2023-07.

Attachments:

1. Resolution 2023-07

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS DESIGNATING TRI-COUNTY REPORTER AS THE OFFICIAL NEWSPAPER FOR THE CITY OF AZLE.

WHEREAS; the City of Azle is a Home Rule Municipality located in Tarrant/Parker County Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council finds that the Tri-County Reporter is a paper of general circulation within the City of Azle; and

WHEREAS, the City Council finds that the Tri-County Reporter is a publication that meets all the criteria legally required of an officially designated newspaper for the City of Azle [LGC 52.004]

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

SECTION 1 The Tri-County Reporter is designated as the official newspaper for the City of Azle starting June 5, 2023.

SECTION 2 The City will publish in the Tri-County Reporter each ordinance, notice or other matter required to be published by law.

SECTION 3 This resolution shall become effective immediately upon passage.

PASSED AND APPROVED on this the 6th day of June 2023, at regular meeting of the City Council of the City of Azle, Texas.

Alan Brundrett, Mayor

ATTEST:

Yael Forgey, TRMC, City Secretary



Presenter: Ben Hall, Police Chief

Agenda Item: Consider any action authorizing the City Manager to execute an interlocal agreement with the City of Pelican Bay for police dispatch and detention services.

Background and Explanation:

The City of Pelican Bay requested the Azle Police Department provide dispatch services as their contracted provider (City of Sansom Park) gave notice of their intent to end service. Chapter 791 of the Texas Government Code authorizes local governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services, including police and fire dispatch and detention services, records center services, administrative functions, and other governmental functions in which the contracting parties are mutually interested. Therefore, the proposed interlocal agreement (ILA) is presented for Council consideration.

The ILA provides a basis for magistrate, arraignment, police dispatch, holding facility use, and warrant services for the cities to provide their residents and businesses with an efficient delivery of these key public safety services, in that the City of Pelican Bay does not possess the staffing for such services. The ILA is for a term of one (1) year and may be extended by mutual consent. The ILA can also be terminated by either party with a 30-day written notice.

The City of Pelican Bay has agreed to pay the City \$5,000/month for these services. Their City Council approved the ILA on May 23, 2023.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends entering into the ILA.

Attachments:

1. Interlocal Agreement for Jail and Dispatch services with Azle

**INTERLOCAL AGREEMENT
FOR HOLDING FACILITY, DISPATCH, AND WARRANT SERVICES
BETWEEN THE CITIES OF AZLE AND PELICAN BAY**

THE STATE OF TEXAS
COUNTY OF TARRANT

This Interlocal Agreement (“**AGREEMENT**”) is made and entered into by the CITY OF AZLE, TEXAS, a Home Rule Municipal Corporation (“**Azle**”) and the CITY OF PELICAN BAY, TEXAS, a General Law Municipal Corporation (“**Pelican Bay**”).

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services, including police and fire dispatch and detention services, records center services, administrative functions, and other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, Azle and Pelican Bay desire to establish an agreement for magistrate, arraignment, police dispatch, holding facility use, and warrant services, as described herein, ("Services") for the cities to provide their residents and businesses with an efficient delivery of these key public safety services, in that Pelican Bay does not possess the staffing for such services; and

WHEREAS, Pelican Bay currently provides police services to residents and other users within Pelican Bay’s limits; and

WHEREAS, Azle has the facilities available to perform limited Services for both cities; and

WHEREAS, Azle believes providing Services to a local city will be of a public benefit to both cities and is in the best interests of Azle and Pelican Bay; and

WHEREAS, Azle and Pelican Bay desire to enter into this Agreement to deliver Services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for Services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, Azle and Pelican Bay have concluded that this agreement fairly compensates the performing party for the Services being provided hereunder; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF

WHICH ARE HEREBY CONFIRMED, AZLE AND PELICAN BAY HEREBY AGREE TO THE FOLLOWING:

SECTION 1 DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

- A. Booking: Booking means the intake process by which arrested/detained persons are received for confinement in the Azle holding facilities.
- B. Detainee: a person held in custody, under the laws of arrest and seizure.
- C. Release: The release of arrested/detained persons from the custody of the Azle holding facility.
- D. Dispatch: The answering and/or transferring of emergent and non-emergent calls for service and the radio communication to police or fire units related to such; in coordination with required computer services, searches, and databases.

SECTION 2 FINDINGS

All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 3 TERM

This Agreement shall be for an initial term of one (1) year commencing at **midnight on June 28, 2023 and ending on May 30, 2024**, (the "Initial Term") and may be extended annually thereafter by mutual consent of the parties in writing for a period of one (1) year terms, unless terminated as provided herein, to begin on June 1 of each year. This agreement may be renewed, including any agreed upon modifications, on an annual basis with the agreement of each party herein. Any extension of the one (1) year term must be approved in writing at least thirty (30) days in advance of the annual termination date by both parties.

SECTION 4 SCOPE OF SERVICES TO BE PROVIDED BY AZLE

Azle and Pelican Bay agree to the following equipment, service, personnel, and facility terms regarding use of the holding facility and Dispatch services.

- A. Holding Facility Services. Commencing on the Effective Date of this Agreement, Azle will allow Pelican Bay to use the holding facilities located at Azle Police

Department pursuant to the terms and conditions in this Agreement. Azle will provide limited holding facility services, detailed below for persons arrested by Pelican Bay suspected of Class C misdemeanors or above. In no event shall Azle be required to accept Pelican Bay detainees under the terms and conditions of this Agreement if the intake of arrested persons will cause Azle to be in violation of the standards of the Texas Commission on Jail Standards or the Texas Commission on Law Enforcement. Nothing contained herein shall be construed to compel Azle to accept any detainee if it would place Azle in violation of any law, regulation, or court order, or in the opinion of Azle Police Chief, or their designee, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and detainees at the holding facility or result in possible violation of the constitutional rights of the detainees housed at the holding facility. Pelican Bay will observe and comply with all standards, rules and ordinances of Azle as they relate to the use of the services

1. **Detention Services.** Azle will provide the necessary officers and employees to properly supervise and operate Azle's holding facility.
2. **Magistrate Services.** The Azle Municipal Judge or Magistrate shall perform arraignments for persons arrested by Pelican Bay and held in Azle's holding facility. Suggested bond amounts shall continue to be set exclusively by Azle. The Azle Municipal Judge or Magistrate may perform arraignments for their own detainee(s) where circumstances such as heavy case load or other extenuating circumstances justify the use. Pelican Bay agrees, additional services for any use of a translator necessary to provide adequate arraignment services is not covered by the per-month rate and will be billed separately to the respective agency.
3. **Damage to the Holding Facility.** Pelican Bay agrees to the financially responsible for property damage to the holding facility caused by any detainee of Pelican Bay. Azle officers shall have the authority to file any charges stemming from any incident involving Pelican Bay detainee(s) occurring in the holding facility; however, if the detainee is charged based on incidents occurring in the holding facility, the detainee shall remain in the custodial care of Pelican Bay.
4. **Orientation.** Pelican Bay agrees to participate in a thorough pre-orientation of the holding facility and dispatch, and any officers who intend to use the holding facility shall attend the orientation.
5. **Firearms and Other Weapons Prohibited.** The possession of firearms, ammunition, and edged weapons (knives) by Pelican Bay personnel is prohibited inside the holding facility. Pelican Bay officers and personnel shall use the lock boxes provided at the holding area entrances or in-car lock boxes for the storage of such equipment.

6. **Booking Services.** Pelican Bay and Azle personnel shall perform detainee booking for their respective agencies. Azle will not provide booking services for Pelican Bay, but will provide training to Pelican Bay on Azle's booking process. Pelican Bay shall complete as much of the booking paperwork as possible prior to arrival at the jail. A copy of Pelican Bay's arrest reports shall be left with the required booking paperwork at Azle Dispatch. Azle reserves the right to review Pelican Bay booking paperwork for accuracy and completeness
7. **Booking Process.** No detainee shall be placed in a holding cell with shoes/shoe laces, belts, or other personal property or medications in their possession. Pelican Bay officers shall utilize the Azle Jail Management System (JAILMAN) to enter basic detainee, arrest, and charges information. Such information shall include name, race, sex, date of birth, driver license or identification card number, Social Security number, address, telephone number, citizenship, emergency contact information, charges, stored property, medical questionnaire, suicide questionnaire, and arrest probable cause affidavit. Azle will provide training to Pelican Bay on the use of JAILMAN.
8. **Release.** Questions regarding custody disposition or other custodial issues of Pelican Bay detainees, included but not limited to medical release questions, shall first be directed to Pelican Bay personnel. Such questions may also be resolved without contacting Pelican Bay by Azle personnel where circumstances do not allow contact with Pelican Bay or contact cannot be made with Pelican Bay in a timely manner. Azle shall be notified of all custodial releases. When possible, releases will be made by Azle personnel.
9. **Meals.** Azle shall provide up to two (2) meals each day to Pelican Bay detainees. The meals shall be the same as those provided to other detainees in the holding facility. No outside food will be allowed to be provided to any detainee in the jail by any persons.
10. **Transportation.** Pelican Bay is solely responsible for transportation of that agency's detainees to and from the holding facility and to and from required court appearances or to the County Jail facility. Ambulance transportation (including emergency flights, etc.) is not covered by the per- month rate and all costs incurred are the responsibility of the agency whose detainees are being transported. Pelican Bay will be responsible for guarding Pelican Bay prisoners in a medical setting.
11. **Medical Services.** Azle shall provide medical services to the Pelican Bay detainees housed in the holding facility in accordance with this subsection.

Costs for all medical services are not covered by the per-month rate and shall be paid by the respective agency or another responsible party.

- a. **Emergency Medical Care.** Azle will not provide any medical care to Pelican Bay detainees except in emergency situations. If emergency medical care is needed, an ambulance will be summoned.
 - b. **Prescription/ Non-prescription Medication.** No medications, prescription or non- prescription, will be administered to detainees by Azle employees unless it can be shown by proper documentation from a physician that the medication has been prescribed for use by the detainee. No prescription/non-prescription medication will be administered to any detainee unless:
 - i. The prescription medication is contained in the valid original prescription bottle labeled from the issuing pharmaceutical entity and being current in dates of usage to the name of the detainee only; or
 - ii. The non-prescription medication is shown by documentation to be prescribed/recommended by a physician and is brought to the Azle Police Department in a sealed commercial bottle. No unsealed medications (Aspirin, Acetaminophen. Naproxen, ibuprofen, etc.) will be administered to detainees.
12. **State of Detainees.** No persons suspected to be in a state of mental illness, including, but not limited to, suicidal persons, shall be booked into the holding facility by Pelican Bay personnel. Pelican Bay personnel shall not book any persons into holding facility who are visibly suffering from sickness or injury. Pelican Bay shall inform Azle personnel of any known dangerous propensities of Pelican Bay's detainee, as well as if any detainee has complained of injury, sickness, or has given any indication of being suicidal. Azle reserves the right to refuse to allow sick, injured, or suicidal detainees to be booked into the holding facility, notwithstanding any other provision of this agreement. Should Azle in its sole discretion determine that a Pelican Bay detainee is in need of emergent psychiatric care, Azle will contact Pelican Bay who will provide immediate transport of their detainee to an appropriate psychiatric facility. Pelican Bay will provide a means of contacting an on-call officer in the event no Pelican Bay officers are on duty.

13. **Detainee Property.** Azle provides no receptacle for the storage of Detainee property. However, because detainees transported to Tarrant County are limited to the amount personal property that would fill a container the size of a shoe box, Detainees may possess no more personal property than would fill a container the size of a shoebox. (No weapons of any kind, lighters, other flammable liquids or gasses, or illegal substances shall be allowed.) Azle will not be responsible for Detainee's personal property.
 14. **Evidence.** All Pelican Bay evidence shall remain in the custody of Pelican Bay personnel and Azle shall bear no responsibility for any evidence left at the jail.
 15. **Bail Bonds.** Azle will be responsible for processing all Bail Bonds monies pertaining to Pelican Bay detainees, and shall provide such funds, together with an accounting thereof, to Pelican Bay within ten (10) days of receipt of same.
- B. **Dispatch Services.** Commencing on the Effective Date of this Agreement, Azle will allow Pelican Bay to use Police Dispatch services located at Azle Police Department pursuant to the terms and conditions in this agreement. This shall include, but not be limited to, receiving and answering 911 calls pertaining to Pelican Bay, radio dispatching Pelican Bay Police Department units/personnel to emergent and non-emergent calls for service, and accessing state database information via established computer systems. No Azle Dispatcher shall be compelled to violate any law or regulation governing such system(s). Pelican Bay will observe and comply with all standards, rules and ordinances of Azle as they relate to the use of dispatch services.
1. **Dispatch Services.** Azle will provide the necessary officers and employees to properly supervise and operate Azle Dispatch facility.
 2. **Communications Equipment.** Pelican Bay shall provide, at their own expense, any and all communications equipment necessary for its Police Officers to communicate with the Azle Dispatcher. If Pelican Bay so desires they may choose to make upgrades/modifications to the communications system to provide for additional communications abilities. All costs incurred are the responsibility of the incurring agency for such upgrades.
 3. **Primary Radio Frequency.** Pelican Bay officers shall operate on the designated Azle Police Department UHF radio channel (frequency) for normal Police radio traffic.

4. **Identifier.** Except for Driver License and Vehicle Registration inquiries, all other Texas Law Enforcement Tracking System (TLETS) traffic for Pelican Bay will be run using the Originating Identifier (ORI) assigned to the Pelican Bay Police Department by the Texas Department of Public safety (TX2204800).
5. **Radio log.** Azle shall maintain a Radio Activity Log in the Computer Aided Dispatch (CAD) system. Pelican Bay will utilize the same CAD system as Azle. Azle will store all of Pelican Bay's information on Azle's server.
6. **Radio Usage.** All radio traffic between Pelican Bay and Azle will be limited to official police or fire department business only.
7. **Emergency 9-1-1.** Azle will act as the emergency 9-1-1 Public Safety Answering Point (PSAP) for Pelican Bay. Pelican Bay will be responsible for acquiring permission and maintaining authorization for the transfer of after-hours emergency calls to the Tarrant County Sheriff's Office Dispatch any time there is not a Pelican Bay officer on duty.
8. **After-hours Non-emergency callers.** Pelican Bay shall inform Azle of the specific hours that an officer will not be on duty and when an officer will return to duty. Azle will advise the Tarrant County Sheriff's Department of calls requiring an immediate response. For those calls not requiring an immediate response, Azle will enter the calls into the dispatch system for Pelican Bay's response upon return to duty.

C. **Warrant Services.** Azle will allow Pelican Bay to use Police Warrant Services located at Azle Police Department. This shall include, but not be limited to, receiving and replying to computer, teletype, fax, email, and radio requests for confirmation of criminal warrants held for Pelican Bay; in addition to the processing of paperwork related to such confirmations. No Azle Dispatcher shall be compelled to violate any law or regulation governing such system(s) or processes. Pelican Bay will observe and comply with all standards, rules and ordinances of Azle as they relate warrant services.

1. **Provision of information.** Pelican Bay agrees to provide whatever information and materials are necessary for the prompt and efficient entry of such warrants. Azle will maintain original warrants in our dispatch.
2. **Entry of information.** Azle agrees to promptly enter such materials in the appropriate database for the processing and posting of said warrants on any applicable local, state or national system in a similar manner as that of any warrant generated by Azle.

SECTION 5
FEE(S) AND PAYMENTS FOR SERVICES

In return for and in consideration of the services provided by Azle herein, Pelican Bay agrees to pay Azle the sum of \$5,000.00 per month. The first payment and all subsequent payments for services shall be due within fifteen (15) days from the presentation/issuance of an invoice for such services unless otherwise subsequently agreed upon, in writing, by both parties. No fee shall be modified without prior notice and written agreement between both parties.

SECTION 6
NOTICE

All notices required or provided for in this agreement shall be sent to the following parties by certified mail:

CITY OF AZLE, TEXAS:

ATTN: Tom Muir
City Manager, City of Azle
505 W. Main Street
Azle, Texas 76098

Email: _____

CITY OF PELICAN BAY, TEXAS:

ATTN: Tamra Olague
Mayor of Pelican Bay
1300 Pelican Circle
Pelican Bay, Texas 76020

Email: _____

SECTION 7
DISILLUSION OF AGREEMENT

Azle shall have the right to terminate this agreement if Pelican Bay breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within (5) days following written notice from Azle.

Pelican Bay shall have the right to terminate this agreement if Azle breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within (5) days following written notice from Pelican Bay.

Termination of this agreement may be made at any time by either party, for any reason or no reason, at the sole discretion of either party with a 30 day written notice of such termination.

Termination of this agreement by any party shall not affect the ability of Azle to collect for all service performed up to the termination date, together with reimbursable expenses.

SECTION 8 DISPUTE RESOLUTION

In order to ensure an effective relationship between the parties and to provide the best possible public services, it is mutually agreed that all questions arising under this agreement shall first be handled and attempted to be resolved between the City Manager of Azle and the Mayor of Pelican Bay.

SECTION 9 VENUE

Venue for any legal dispute arising pursuant to this agreement shall lie in Tarrant County, Texas.

SECTION 10 INDEPENDENT CONTRACTOR

The parties mutually agree that Azle is an independent contractor, and shall have exclusive control of performance hereunder, and the employees of Azle in no way are to be considered employees of Pelican Bay. The employment rights of Azle personnel assigned under this agreement will not be abridged.

SECTION 11 LIABILITY

In providing Services under this Agreement, each of the parties shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the other party. **This assignment of civil liability is specifically permitted by Section 791.006(a-1) and (b) of the Texas Government Code (“Code”) and is intended to be different than the liability otherwise assigned under section 791.006(a) and (b) of the Code.** Each party hereby waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

SECTION 12 COMPLIANCE

Each party to this Agreement shall comply with all applicable laws, rules and regulations, as amended, whether Federal, State or local, in the performance of its obligations under this Agreement and shall be responsible for requiring each of its officials, members and employees, as the case may be, to comply with such laws, rules and regulations, as they pertain to that person in such capacity.

SECTION 13 ENTIRE AGREEMENT

The recitals set forth above are incorporated into and constitute a part of this Agreement. This Agreement is the entire agreement of the parties hereto respecting the subject matter thereof and supersedes any and all prior or contemporaneous written or oral agreements, statements or understanding respecting that subject matter. It is stipulated and agreed that all provisions of this Agreement, including, without limitation, any general provisions, are material, and that note of the parties hereto has made or relied on any representation or express or implied warranty regarding the subject matter hereof that is not expressly set forth in this Agreement.

SECTION 14 NO WAIVER OF IMMUNITY

It is expressly understood and agreed, in the execution of this agreement, Azle and Pelican Bay do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of government functions relating hereto or otherwise. By entering into this agreement, Azle and Pelican Bay do not create any obligation, express or implied, other than those set forth herein, and this agreement shall not create any rights in any parties not signatory hereto.

SECTION 15 AMENDMENTS

The agreement may only be modified, changed or altered, upon mutual agreement of the parties, provided that any such modification, change, and/or alteration is reduced to writing, and provided by the governing bodies of the parties.

SECTION 16 FORCE MAJEURE

In the event that any performance by either Azle or Pelican Bay of any of its obligations under this Agreement shall be in any way prevented, interrupted or delayed by an act of God, acts of war, riot or civil commotion, pandemic, by an act of State, by strikes, fire or flood, or by the occurrence of any other event or development beyond the control of either Azle or Pelican Bay. Azle or Pelican Bay, as applicable, shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated or for Azle or Pelican Bay to have affected a reasonable recovery therefrom, as the case may be.

**SECTION 17
SEVERABILITY**

If one or more provisions of this Agreement are held to be invalid and/or unenforceable in any respect, (1) the other provisions of this Agreement shall remain valid and enforceable, (2) this Agreement shall be construed as if each invalid and/or unenforceable provision had never been contained herein, (3) in lieu of each such provision, the parties hereto shall thereupon amend this Agreement to add a valid and enforceable provision that, in terms and extent, is as similar as possible to that invalid and/or unenforceable provision. Upon failure or refusal to so amend, such amendment may be made by judicial reformation.

**SECTION 18
AUTHORIZATION & APPROVAL**

This Agreement has been approved by the governing bodies of Azle and Pelican Bay respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Azle and Pelican Bay at a duly called and posted meeting.

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

CITY OF AZLE, TEXAS

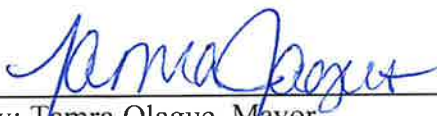
CITY OF PELICAN BAY, TEXAS

By: Tom Muir, City Manager

Date: _____

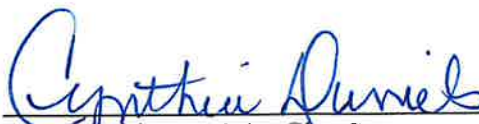
ATTEST:

By: Yael Forgey, City Secretary


By: Tamra Olague, Mayor

Date: _____

ATTEST:


By: Cynthia Daniels, City Secretary



Presenter:	David Hawkins, Director of Planning and Development
Agenda Item:	Conduct a public hearing and take any action on Ordinance No. 2023-07 regarding the 2023 Roadway System Impact Fee Study, Land Use Assumptions, Roadway System Capital Improvements Plans, and the Roadway Impact Fee Rates.

Background and Explanation:

Chapter 395 of the Texas Local Government Code (TLGC) grants cities the authority to collect impact fees for new residential and commercial developments within their jurisdictions. The City of Azle currently collects only water and sewer impact fees and has just recently adopted its 5-year update on March 21, 2023. On March 7, 2023, the City Council directed City staff to proceed forward with the adoption process for adding Roadway Impact Fees to the City of Azle.

Per Chapter 395 of the TLGC, cities may use impact fees as a funding mechanism 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 of its “impact” onto the transportation and utility network, as the community grows.

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 Roadway System Impact Fee Study, Land Use Assumptions, Roadway System Capital Improvement Plans and the Roadway Impact Fee Rates at their April 6, 2023 meeting and recommended approval with the following amendment:

1. The residential roadway impact fee be waived once per year for the splitting of one lot into two.

The motion passed by a vote of 4-2 (Committee member Simmons was absent)

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. 2023 City of Azle - Roadway System Impact Fee Study
2. ORD 2023-07



2022 ROADWAY SYSTEM IMPACT FEE STUDY

CITY OF AZLE, TEXAS

JANUARY 2023

Prepared by:



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ACKNOWLEDGEMENTS

This roadway system impact fee study would not have been possible without assistance from several key City staff members. Providing us with input and information, for this they have expended considerable time and effort. These staff members included Rick White, Lawrence Bryant, Renita Bishop, David Hawkins, and Jimmy Duvall. 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 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

1.1 GENERAL BACKGROUND

The State of Texas has in place rules regarding 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 roadway system impact fee. A copy of the 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.

This will be the first roadway system impact fee developed for the City of Azle.

The purpose of this study is to explain the methodology used to analyze the roadway system impact fees for the City of Azle. All requirements of the Texas Local Government Code Section 395, for the establishment of roadway system 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, roadway system impact fee.

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 roadway system. 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.

1.2 MAXIMUM ALLOWABLE ROADWAY SYSTEM IMPACT FEE

The total cost of roadway system capital improvements between 2022 and 2032 is estimated to be \$36,518,232. The impact fee eligible cost of roadway system capital improvements to serve new development, projected to occur between 2022 and 2032, is \$6,309,167. Finance costs are not included as part of the cost estimates for this study.

Roadway system impacts use a service unit of vehicle-mile, which is a service equivalent to the capacity consumed in a single lane in the peak hour by a vehicle making a trip one mile in length. The 4 categories that were used to define transportation demand factors (TDF) in vehicle-miles are Residential, which define vehicle-miles by dwelling units, and industrial, office, and retail, which define vehicle-miles by square footage of gross floor area (GFA). The TDF is also discounted by the origin-destination discount, which is applied to prevent double counting trips that originate from and are destined to a fee assessed development. The origin-destination discount is 50%. Each land use had a different vehicle-mile equivalent, which can be found in Table 1.1 and is used as the basis for this impact fee analysis.



Table 1.1 – Transportation Demand Factor (TDF) Table

Variable	Residential	Industrial	Office	Retail
T	0.94	0.65	1.44	5.19
P_b	0%	0%	0%	40%
L	4.93	3.52	6.32	3.72
L_{max}	2.47	1.76	3.16	1.86
TDF	2.32	1.14	4.55	5.79

Where:

T = Trip rate from ITE Trip Generation Manual, 11th Edition,

P_b = Pass-by rate from ITE Trip Generation Manual, 11th Edition,

L = The average trip length in the study area,

L_{max} = min(L x OD **OR** 6)

Where:

OD = The origin-destination discount = 50%

TDF = Transportation Demand Factor in Vehicle-miles = T x P_b x L_{max}

Section 2 - Land Use Assumptions

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 roadway system 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 2022-2032 of the City of Azle.

2.3 METHODOLOGY

The Land use assumptions and future growth projections consider 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 BASE DATA (YEAR 2022)

In any evaluation and projection of future land use patterns, 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, respectively.

Vehicle-miles are tabulated in Table 2.1 – 2022 development vehicle-mile service. Residential vehicle-miles are generated by multiplying the dwelling units by its associated TDF. Industrial, office, and retail vehicle-miles are generated by dividing the GFA by 1000 square feet and multiplying the result by each TDF, respectively.

Table 2.1 – 2022 Development Vehicle-Mile Service

2022 Vehicle Miles	Residential			Industrial			Office			Retail			Total
Street Name	Dwelling Units	TDF	Vehicle Miles	GFA (SF)	TDF	Vehicle Miles	GFA (SF)	TDF	Vehicle Miles	GFA (SF)	TDF	Vehicle Miles	Vehicle Miles
Kerry Ln	109		253	0		0	54,450		248	0		0	501
Red Bud Dr	104		241	0		0	9,583		44	0		0	285
Walnut Creek Dr	67		155	7,841		9	0		0	0		0	164
Commerce St	0		0	51,836		59	0		0	0		0	59
Stribling Dr	236		548	0		0	0		0	0		0	548
Boyd Ct	31		72	0		0	204,732		932	0		0	1004
Kimbrough Rd	197		457	0		0	0		0	0		0	457
Harbor Dr	66		153	0		0	0		0	0		0	153
Dunaway Ln	276	2.32	640	0	1.14	0	74,052	4.55	337	0	5.79	0	977
N Stewart St	180		418	0		0	433,422		1,972	108,900		631	3021
N Ash Ave	450		1,044	0		0	0		0	0		0	1044
S Ash Ave	10		23	0		0	0		0	0		0	23
Lakeview Dr	115		267	72,310		83	0		0	0		0	350
S Stewart St	370		858	0		0	24,829		113	83,635		484	1455
Silver Creek Rd	32		74	0		0	0		0	0		0	74
Park St	11		26	0		0	0		0	0		0	26
Wells-Burnett Rd	246		571	0		0	26,572		121	0		0	692
Scotland Ave	15		35	0		0	65,776		299	0		0	334
Totals			5,835			151			4,066			1,115	11167

NOTES:

TDF is generated in Table 1.1 for each general land use.

Residential vehicle-miles are calculated by multiplying TDF by the number of dwelling units.

Industrial, Office, and Retail vehicle-miles are calculated by dividing the GFA by 1,000 SF and multiplying the result by the TDF.

Dwelling units and GFA were estimated from land use assumptions.



2.5 GROWTH ASSUMPTIONS

Growth was based on population and vacant, developable parcels within the city limits. 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.

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.

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.

2.6 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 2.2 – 2032 development vehicle-mile service.

Table 2.2 – 2032 Development Vehicle-Mile Service

2032 Vehicle Miles	Residential			Industrial			Office			Retail			Total Vehicle Miles
Street Name	Dwelling Units	TDF	Vehicle Miles	GFA (SF)	TDF	Vehicle Miles	GFA (SF)	TDF	Vehicle Miles	GFA (SF)	TDF	Vehicle Miles	Total Vehicle Miles
Kerry Ln	123		285	0		0	1.8		357	0		0	642
Red Bud Dr	104		241	0		0	0.22		44	0		0	285
Walnut Creek Dr	67		155	0.18		9	0		0	0		0	164
Commerce St	0		0	1.77		88	0		0	0		0	88
Stribling Dr	274		636	0		0	0		0	0		0	636
Boyd Ct	39		90	0		0	4.7		932	0		0	1022
Kimbrough Rd	259		601	0		0	0		0	0		0	601
Harbor Dr	66		153	0		0	0		0	0		0	153
Dunaway Ln	341	2.32	791	0	1.14	0	1.7	4.55	337	0	5.79	0	1128
N Stewart St	193		448	0		0	9.95		1972	2.5		631	3051
N Ash Ave	450		1044	0		0	0		0	0		0	1044
S Ash Ave	16		37	0		0	0		0	0		0	37
Lakeview Dr	344		798	1.66		83	0		0	0		0	881
S Stewart St	429		995	0		0	0.57		113	4.74		1196	2304
Silver Creek Rd	81		188	0		0	0		0	0		0	188
Park St	84		195	0		0	0		0	0		0	195
Wells-Burnett Rd	262		608	0		0	0.61		121	0		0	729
Scotland Ave	25		58	0		0	2.86		567	0		0	625
			7323			180			4443			1827	13773

NOTES:

TDF is generated in Table 1.1 for each general land use.

Residential vehicle-miles are calculated by multiplying TDF by the number of dwelling units.

Industrial, Office, and Retail vehicle-miles are calculated by dividing the GFA by 1,000 SF and multiplying the result by the TDF.

Dwelling units and GFA were estimated from land use assumptions.



2.7 SUMMARY

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

- The 2022 vehicle-miles of service in the study limits is:----- 11,167.
- The 2032 vehicle-miles of service in the study limits is proposed as:----- 13,773.
- The 10 year growth of service in vehicle-miles is: -----2,606.
- Full buildout will occur beyond the year 2032.



Section 3 – Roadway System Impact Fee Analysis

3.0 ROADWAY SYSTEM IMPACT FEE ANALYSIS

Roadway system impact fees are based on the capital costs a city incurs to provide the roadway system to serve development in the next 10 years and the service added during that same time period. The impact fee analysis for the roadway systems is based on existing and future capital improvement 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 estimated population for the roadway system population area is the total within the city limits of Azle. The city population in 2032 is projected as 16,847 roadway system service area population. This roadway system population and county parcel data was used to establish roadway system demands, which are used to determine proposed roadway system improvements.

3.2 ROADWAY SYSTEM CAPITAL IMPROVEMENTS

Proposed roadway system projects were developed as part of the capital improvements plan. 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 roadway system, are shown Table 3.4 – Cost Allocation for Roadway System Impact Fee Calculations.

The 2022 percent utilization, used in Table 3.1, is relative to the existing developed acreage within the city limits of Azle, Texas. The 2032 percent utilization, used in Table 3.4, is relative to the 10-year population and future developed acreage within the city limits of Azle, Texas. The growth rate, for the 2022-2032 time period, is impact eligible through growth for new roadway system.

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 roadway system projects is located Appendix D.

Table 3.1 – Eligible Impact Fee Development

ROAD INDEX	Project Location/Area	Type	From - To	Length (ft)	CIP (Cost/ft)	Total CI Cost (\$)	Percent Utilization			Impact Fee Eligible
							2022	2032	'32-'22	
1	Kerry Ln	Collector	Hwy 199 - Red Bud Dr	5,347.63	\$483.73	\$2,586,810	61%	92%	31%	\$807,085
2	Red Bud Dr	Collector	N Melanie Dr - Commerce St	4,794.19	\$483.73	\$2,319,091	100%	100%	0%	\$0
3	Walnut Creek Dr	Collector	Red Bud Dr - Boyd Rd	1,253.02	\$483.73	\$606,123	100%	100%	0%	\$0
4	Commerce St	Collector	Hwy 199 - Boyd Rd	3,617.85	\$483.73	\$1,750,064	67%	93%	26%	\$462,017
5	Stribling Dr	Collector	Boyd Rd - Kimbrough Rd	6,070.26	\$483.73	\$2,936,369	94%	99%	5%	\$140,946
6	Boyd Ct	Collector	Boyd Rd - Hwy 199	1,138.91	\$483.73	\$550,923	63%	93%	30%	\$163,073
7	Kimbrough Rd	Collector	Dunaway Ln - Sportsman Park Rd	5,120.52	\$483.73	\$2,476,951	87%	97%	10%	\$257,603
8	Harbor Dr	Collector	Kimbrough Rd - Dunaway Ln	2,358.36	\$483.73	\$1,140,809	100%	100%	0%	\$0
9	Dunaway Ln	Collector	Hwy 199 - N Ash Ave	5,803.01	\$483.73	\$2,807,091	91%	98%	7%	\$202,111
10	N Stewart St	Collector	E Main St - N Ash Ave	6,179.05	\$483.73	\$2,988,992	92%	98%	6%	\$191,295
11	N Ash Ave	Collector	Dunaway Ln - Lakeview Dr	3,021.64	\$483.73	\$1,461,658	100%	100%	0%	\$0
12	S Ash Ave	Collector	Lakeview Dr - Wellington Ln	684.66	\$483.73	\$331,191	95%	99%	4%	\$13,248
13	Lakeview Dr	Collector	Denver Tr - Broadway St	5,157.61	\$483.73	\$2,494,891	42%	88%	46%	\$1,157,629
14	S Stewart St	Arterial	FM 730 S - Main St	11,771.55	\$483.73	\$5,694,253	76%	95%	19%	\$1,093,297
15	Silver Creek Rd	Collector	S Stewart St - Silver Creek Dr	3,644.36	\$483.73	\$1,762,888	57%	91%	34%	\$606,433
16	Park St	Collector	Denver Tr - S Ash Ave	2,784.04	\$483.73	\$1,346,724	29%	86%	57%	\$764,939
17	Wells Burnett Rd	Collector	Hwy 199 - Wallace Rd	3,306.60	\$483.73	\$1,599,500	94%	99%	5%	\$76,776
18	Scotland Ave	Collector	Avondale Ave - Florence Dr	3,439.74	\$483.73	\$1,663,905	72%	94%	22%	\$372,715
	Total					\$36,518,233				\$6,309,167

3.3 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 vehicle-mile service units attributed to new development during the impact fee eligibility period.

The service associated with retail, office, and industrial area is converted into vehicle-miles, using the (GFA) of the respective land use's structure, based on current usage and estimated population growth. The service associated with residential area is converted into vehicle-miles based on dwelling units and ability to develop existing parcels. Analysis of the existing roadway system, current county parcel data, current construction, and estimated development to occur in the future are used to inform vehicle-mile data.

3.4 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 vehicle-miles within the city limits.

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.

The costs for roadway systems include the following:

- Total Roadway System Capital Improvement Costs (all costs):----- \$36,518,233
- Total Eligible Roadway System Costs (new development eligible):----- \$6,309,167

The total eligible cost associated with the existing and proposed roadway system improvements to meet projected growth over the next ten years is \$6,309,167. The increase in the number of service units due to growth over the next ten years is projected as 2,606 vehicle-miles within the city limits.

$$\begin{aligned}\text{Maximum Impact Fee} &= (\text{Total Eligible Costs}) / (\text{10-Year Growth}) \\ &= (\$6,309,167) / (2,606 \text{ Vehicle-miles}) \\ &= \$2,421 \text{ per Vehicle-Mile}\end{aligned}$$

\$2,421 is the recommended Roadway System Impact Fee per vehicle-mile for the City of Azle.

3.5 EXAMPLE FEE DEVELOPMENT

Example 1) Develop 20 acres into 50 single-family houses:

$$\begin{aligned}
 (\text{Dwelling Units}) \times (\text{TDF} [\text{Vehicle-Miles} / \text{Dwelling Unit}]) &= \text{Vehicle-Mile Demand Increase} \\
 (50 \text{ dwelling units}) \times (2.32 \text{ Vehicle-Miles} / \text{Dwelling Unit}) &= 116 \text{ Vehicle-Miles} \\
 (\text{Vehicle-Mile Service Increase}) \times (\text{Impact Fee} / \text{Vehicle-Mile}) &= \text{Impact Fee} \\
 (116 \text{ Vehicle-Miles}) \times (\$2,421 / \text{Vehicle-Mile}) &= \$280,836 \text{ of Impact Fees}
 \end{aligned}$$

Example 2) Develop a 5,000 square feet industrial building:

$$\begin{aligned}
 (\text{GFA} / 1,000) \times (\text{TDF} [\text{Vehicle-Miles} / 1,000 \text{ SF GFA}]) &= \text{Vehicle-Mile Demand Increase} \\
 (5,000 \text{ SF} / 1,000) \times (1.14 \text{ Vehicle-Miles} / 1,000 \text{ SF GFA}) &= 5.7 \text{ Vehicle-Miles} \\
 (\text{Vehicle-Mile Service Increase}) \times (\text{Impact Fee} / \text{Vehicle-Mile}) &= \text{Impact Fee} \\
 (5.7 \text{ Vehicle-Miles}) \times (\$2,421 / \text{Vehicle-Mile}) &= \$13,800 \text{ of Impact Fees}
 \end{aligned}$$

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.



Appendix B - 2022 Existing Land Use Plan



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www.jacobmartin.com • (817) 594-9880



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CITY OF AZLE

2022 EXISTING LAND
USE MAP

JANUARY 2023

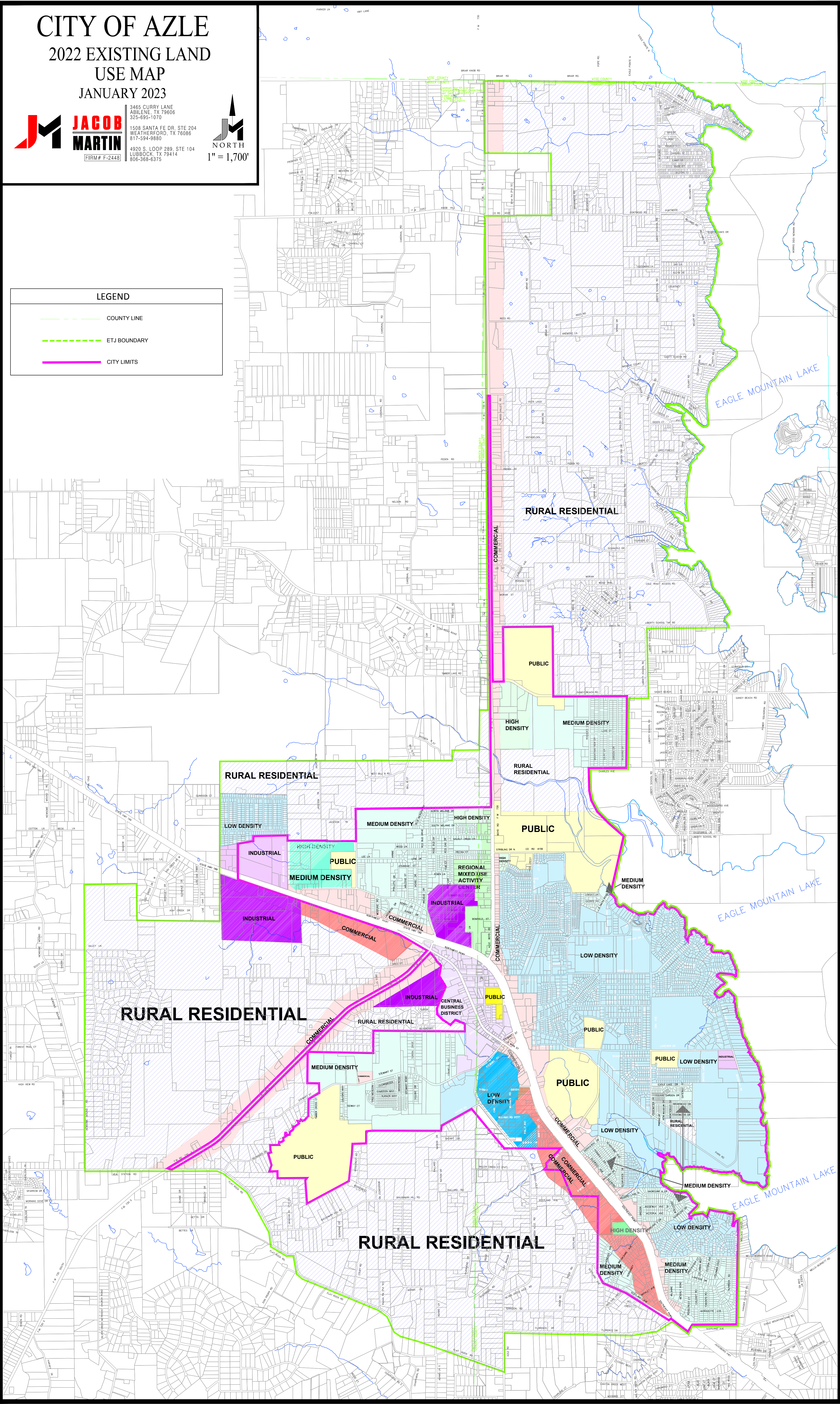


3465 CURRY LANE
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4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6373



LEGEND

- COUNTY LINE
- ETJ BOUNDARY
- CITY LIMITS



Appendix C - 2022 Proposed Land Use Plan



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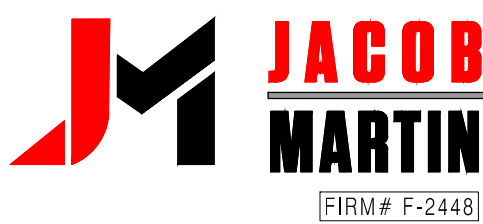


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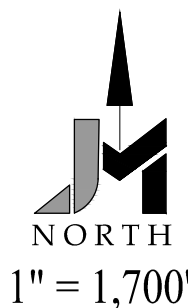
CITY OF AZLE

2032 PROPOSED LAND USE MAP

JANUARY 2023

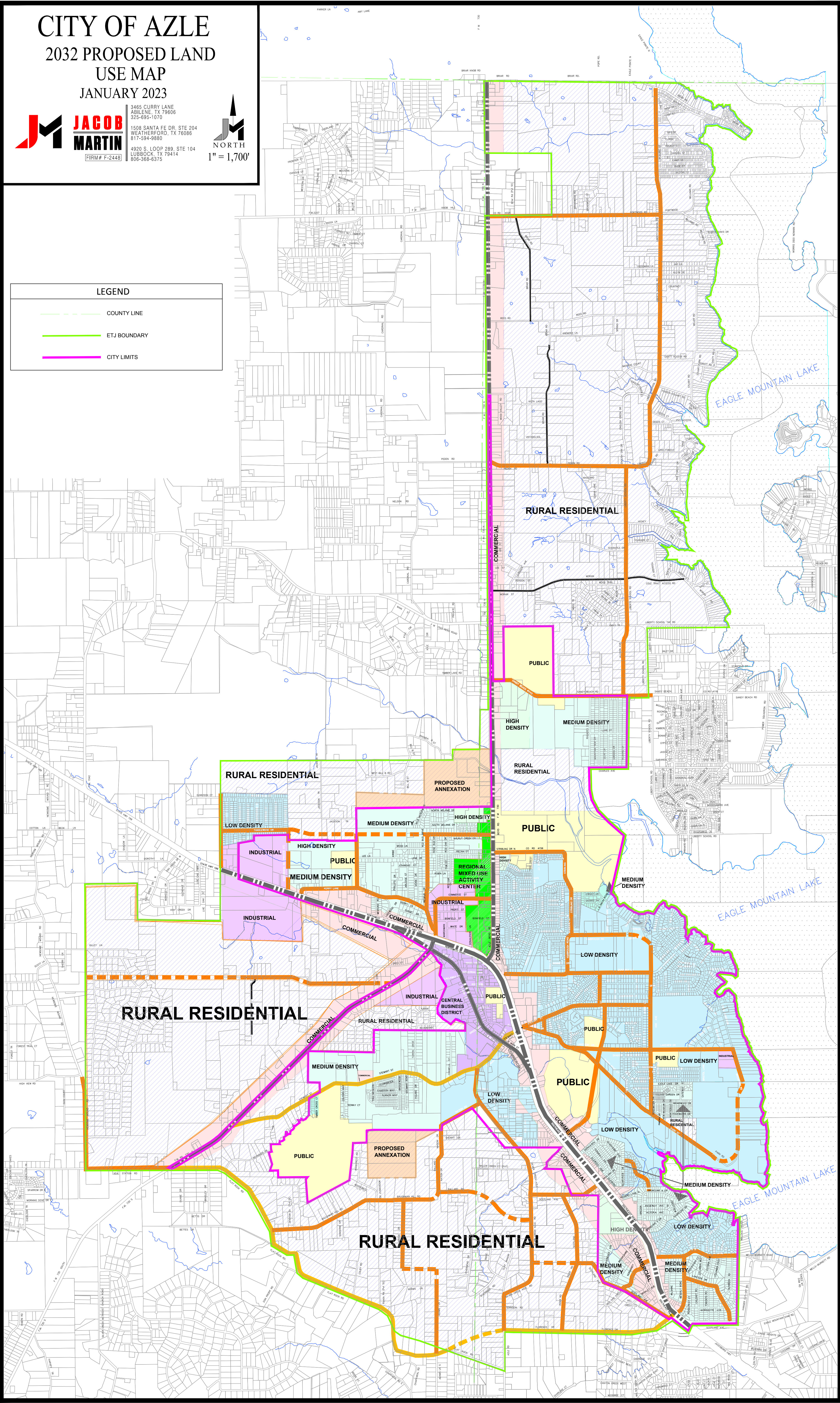


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LEGEND

- COUNTY LINE
- ETJ BOUNDARY
- CITY LIMITS



Appendix D - Roadway System Impact Fee Capital Improvements Plan

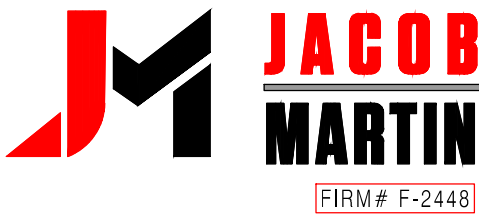


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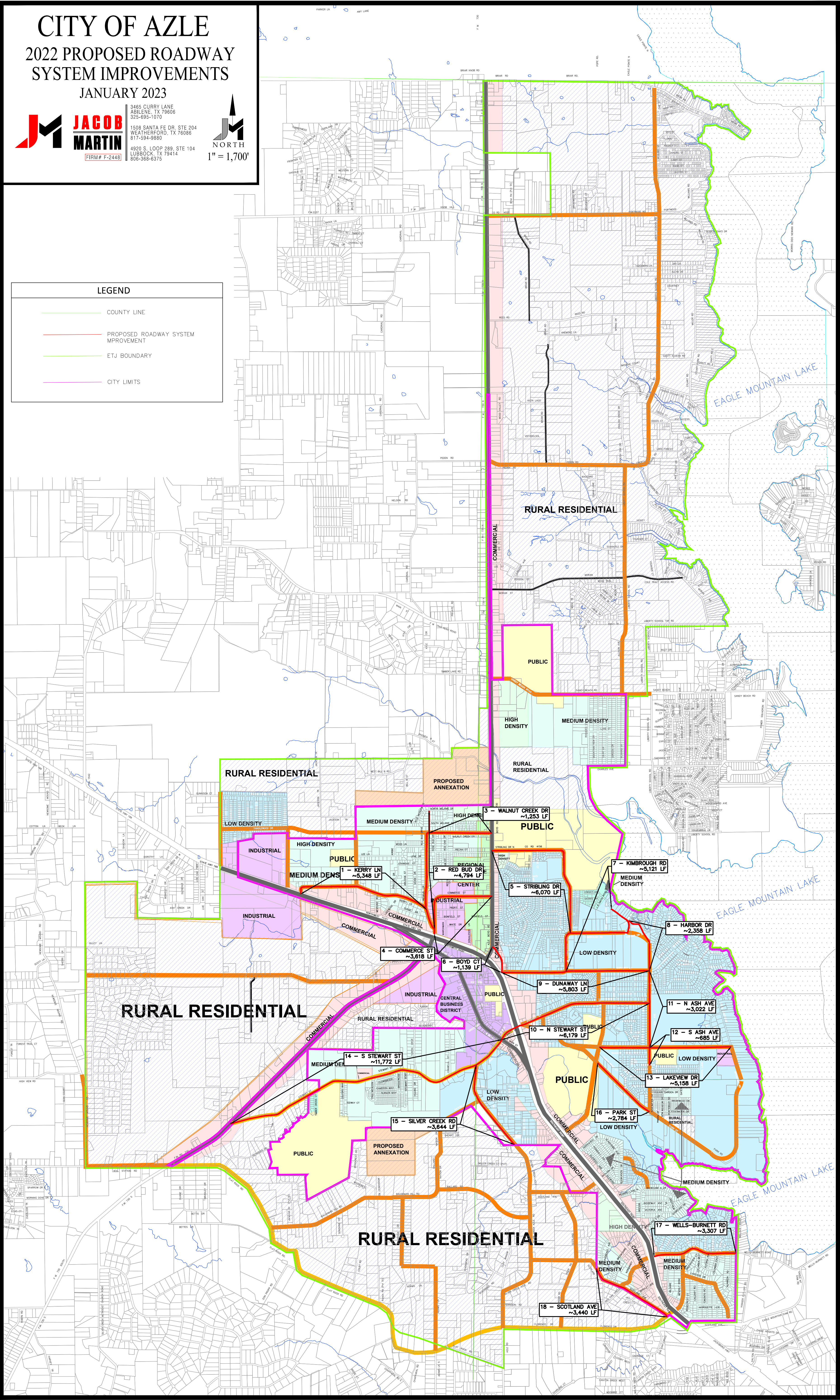
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CITY OF AZLE
2022 PROPOSED ROADWAY
SYSTEM IMPROVEMENTS
JANUARY 2023



LEGEND

- COUNTY LINE
- PROPOSED ROADWAY SYSTEM IMPROVEMENT
- ETJ BOUNDARY
- CITY LIMITS



ORDINANCE NO. 2023-07

AN ORDINANCE AMENDING ARTICLE 10.04 "IMPACT FEES" OF CHAPTER 10 "SUBDIVISION ORDINANCE" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, BY ADDING A NEW DIVISION 3 "ROADWAY IMPACT FEES", AS AMENDED, BY ADOPTING ROADWAY IMPACT FEES ON NEW LAND DEVELOPMENT OR REDEVELOPMENT AND ADOPTING 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 roadway facilities that serve land within its city limits and Extraterritorial Jurisdiction; and

WHEREAS, the City is committed to providing public roadway 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 roadway 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 adopted impact fees to finance new development demands for roadway 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 adopt the Land Use Assumptions, Capital Improvement Plans and the roadway 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 June 6, 2023.

Mayor, Alan Brundrett

ATTEST:

Yael Forgey, City Secretary

APPROVED AS TO FORM:

Cara Leahy White, City Attorney



Presenter: Tom Muir, City Manager

Agenda Item: Food Trucks

Background and Explanation:

Council requested Staff look into allowing food trucks on a more regular basis and possibly creating a food truck park. Staff will discuss possible locations and considerations.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Presentation - Food Trucks