



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

August 1, 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.

Notice is hereby given that one or more Council members may participate in the Tuesday August 1, 2023 Regular Meeting of the City Council via videoconference. A quorum of the governing body and the presiding officer will be present at the above named location.

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

Terri Bartlett, Director of Good N.E.W.S

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. Special Event Advisory Board.
Kyle Culwell, Parks Superintendent

ACTION ITEMS

2. Consider and take action on the minutes of the July 18, 2023 regular council meeting.
Yael Forgey, City Secretary
3. Consider any action approving the annual re-appointments to the CCPD Board, Places 1,2,4 and 7 for a two-year term ending August 31, 2025.
Yael Forgey, City Secretary
4. Consider authorizing the City Manager to execute a renewal of the solid waste contract/franchise agreement with Community Waste Disposal for another seven (7) years.
Susie Hiles, Assistant to the City Manager
5. Consider any action on Resolution No. 2023-12 suspending the effective date of Oncor Electric Delivery Company's requested rate change.
Tom Muir, City Manager

6. Consider any action authorizing the City Manager to execute an interlocal agreement with the City of Everman to provide Fire/EMS dispatch services for the Fire Department.

Thomas Scott, Fire Chief

7. Consider any action authorizing the City Manager to execute an agreement with the Azle Independent School District (AISD) to provide School Resource Officers (SROs) for the 2023-24 school year. .

Ben Hall, Police Chief

PUBLIC HEARING

8. Conduct a public hearing for the CCPD`s Proposed FY 2023-24 budget

Ben Hall, Police Chief

9. Conduct a public hearing and take any action on Ordinance No. 2023-09 regarding a proposed zoning change request from Agriculture (A) District to Industrial (IND) District for approximately 28.64 acres of land, being described as a tract of land in the G.W. Robbins Survey, Abstract No. 1155, City of Azle, Parker County, Texas. The property is generally located on the east side of Ashwood Street approximately six hundred seventy feet (670') north of Northwest Parkway (State Hwy. 199).

David Hawkins, Director of Planning and Development

DISCUSSION ITEM

10. Limiting the square footage of garages and auxiliary structures on residential properties.

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 , 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: Kyle Culwell, Parks Superintendent
Agenda Item: Special Events Advisory Board.

Background and Explanation:

Annual presentation - Special Events Advisory Board.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Yael Forgey, City Secretary

Agenda Item: Consider and take action on the minutes of the July 18, 2023 regular council meeting.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

1. minutes.



MINUTES

Regular Meeting

Azle City Council

505 W. Main Street
Azle, Texas 76020

July 18, 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 Amy Estes
Councilmember Stacy Peek
Councilmember Rouel Rothenberger
Councilmember Brian Conner

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Yael Forgey	City Secretary
Susie Hiles	Assistant to the City Manager
Cara White	City Attorney
Renita Bishop	Finance Director
Rick White	Director of Public Services
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
David Hawkins	Director of Planning and Development
Kristen Pegues	Community and Marketing Specialist
Cat Schlueter	Human Resources Manager
Beckie Wethington	Human Resources Generalist
Ben Hall	Police Chief
Kevin Rogers	Police Lieutenant
Victor Gonzalez	Assistant Library Director

INVOCATION

Cliff Weaver, Chaplain for the Fort Worth Fire Department, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

See Item 11.

PRESENTATIONS

1. Department Presentation - Human Resources.

Mayor Brundrett recognized Human Resources Manager Cat Schlueter, who gave a presentation about last year's activities in the Human Resources Department.

ACTION ITEMS

2. Consider any action on the minutes of the June 20, 2023, regular council meeting.

Councilmember Rothenberger moved to approve the minutes of the June 20, 2023 regular council meeting, as presented. Mayor Pro Tem Goode seconded the motion.

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

3. Consider any action on appointing Chase Barnett to the Parks Board Place 7.

Councilmember Conner moved to approve the appointment of Chase Barnett to the Parks Board, Place 7. Councilmember Rothenberger seconded the motion.

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

4. Consider any action regarding a request from the Azle Area Chamber of Commerce for street closures, traffic control, security, use of Azle Memorial Library parking lot and waiver of fees and permits for the annual Sting Fling Festival and approve Resolution No. 2023-10.

Councilmember Rothenberger moved to approve the request from the Azle Area Chamber of Commerce for street closures, traffic control, security, use of the Azle Memorial Library parking lot, and waiver of fees and permits for the annual Sting Fling Festival and approve Resolution No. 2023-10, as presented. Mayor Pro Tem Goode seconded the motion.

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

5. Consider any action to waive the livestock prohibition in Central Park for the Azle Library Summer Reading Finale event on July 28, 2023.

Councilmember Rothenberger moved to waive the livestock prohibition in Central Park for the Azle Library Summer Reading Finale event to allow for a petting zoo on July 28, 2023, as requested. Councilmember Peek seconded the motion.

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

6. Consider any action authorizing the City Manager to execute a rate increase amendment to the interlocal agreement with the City of Fort Worth allowing Azle residents to use Fort Worth's Environmental Collection Center to dispose of household hazardous waste.

Mayor Brundrett recognized Fire Chief Scott, who advised the City of Fort Worth is requesting a rate increase from \$50 to \$95 per household visit to dispose of household hazardous waste beginning October 1, 2023. He advised it has been over ten (10) years since the last rate increase. Council requested to visit this item next year and see how many citizens participate.

Councilmember Rothenberger moved to authorize the City Manager to execute a rate increase amendment to the interlocal agreement with the City of Fort Worth allowing Azle residents to use Fort Worth's Environmental Collection Center to dispose of household hazardous waste, as presented. Councilmember Nelson seconded the motion.

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

7. Consider any action authorizing the lease purchase financing of Motorola hand-held radios and cradle-point devices through Tax-Exempt Leasing Corp.

Mayor Brundrett recognized Police Chief Hall, who explained the Harris-brand radios being used by the police department are old and out of warranty. The PD would like to move to the new generation Motorola radios. They are considered industry standard, are safe in explosive environments, have a known track record for durability and long life, and have better reception. PD is also requesting cradle-point devices for the police vehicle mobile computer terminals to improve connectivity with CAD and RMS Systems. The total cost for equipment and peripheral applications is \$264,711.75, which Staff proposes acquiring through lease financing with Tax-Exempt Leasing Corporation for a sixty (60) month term. Funding is provided through the Crime Control Prevention District and is included in their 2023-24 budget.

Councilmember Rothenberger moved to authorize the lease purchase financing of Motorola hand-held radios and cradle-point devices through Tax-Exempt Leasing Corp, as presented. Mayor Pro Tem Goode seconded the motion.

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

8. Consider any action on Resolution No. 2023-11 for the Avondale Lift Station Project (48th year CDBG Project No. B-22-UC-48-0001-11-50).

Director of Public Services Rick White advised the City received four (4) bids for this project. Staff and Jacob Martin LLC, the consulting engineer, have reviewed the bids and determined McDonald Municipal & Industrial to be the lowest responsible bidder with a bid of \$294,469. This project is a CDBG project which is federally-funded at \$146,616 with the City funding the remaining balance of \$147,853 (American Rescue Plan (ARPA) funds).

Councilmember Rothenberger moved to approve Resolution No. 2023-11 for the Avondale Lift Station Project (48th-year CDBG Project No. B-22-UC-48-0001-11-50), as presented. Councilmember Estes seconded the motion.

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

PUBLIC HEARING

9. Conduct a public hearing and consider any action on Ordinance 2023-08 providing amendments to the FY 2022-23 budget to reflect appropriation transfers and changes as outlined in Appendix "A" of the ordinance.

Mayor Brundrett recognized City Manager Muir who provided an overview of the amendments to the FY 2022-23 budget.

Mayor Brundrett opened the public hearing at 7:05 PM.

Mayor Brundrett closed the public hearing at 7:05 PM.

Councilmember Rothenberger moved to approve Ordinance 2023-08 providing amendments to the FY 2022-23 budget to reflect appropriation transfers and changes as outlined in Appendix "A" of the ordinance, as presented. Mayor Pro Tem Goode seconded the motion.

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

DISCUSSION ITEM

10. Food Truck Park Update.

Mayor Brundrett recognized Community and Marketing Specialist Kristen Pegues, who gave a presentation on the potential food truck site on Church St, different layouts, and all the costs involved in this project. Council was pleased with the suggestions, however, asked Staff to come back with costs for purchasing port-a-potties and installing utilities.

11. Deer in neighborhoods.

Mayor Brundrett recognized Councilmember Estes, who requested this item. Ms. Estes received several calls regarding complaints of citizens feeding the deer in the city.

Peggy Davis, 436 Windjammer Lane, advised the council on the deer problem in her neighborhood, and requested the Council prohibit feeding deer in the city.

Mayor Brundrett advised the Council and citizens that Council discussed the deer issue a few years ago. Staff researched several options to help in controlling the deer population, however, they are expensive and ultimately ineffective. Council's suggestion at the time was to educate Azle residents about the dangers of feeding deer as well as steps homeowners can take to reduce the impact of property damage caused by deer. Council agreed to continue with this action.

12. Murals.

Mayor Brundrett was approached by a business owner in the city and asked if the City would approve of him having a mural painted on the end-wall of his building on Main Street. Council is not opposed to this idea and requested the City continue discussions and also look into the possibility of murals on other buildings in town and come back with costs.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

- Code Enforcement

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- Joint Meeting with the Vision Committee on 08-10-2023
- Finance Director Renita Bishop will be retiring in October 2023.

ADJOURNMENT

Mayor Brundrett adjourned at 8:43 PM.

Presented and approved on 08-01-2023

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



Presenter: Yael Forgey, City Secretary

Agenda Item: Consider any action approving the annual re-appointments to the Crime Control and Prevention District Board, Places 1, 2, 4 and 7 for a two-year term ending August 31, 2025.

Background and Explanation:

Local Government Code Section 363.101 states the Board members of the CCPD serve two-year staggered terms ending September 1 of each year. This year, Places 1, 2, 4 and 7 will be expiring. The following members have submitted their reappointment request forms:

Re-appoint for another two-year term ending August 31, 2025:

Phillip Koch, Place 1

Jon Gilson, Place 2

Barbara Morris, Place 4

Ms. Susan Stuart, Place 7, did not apply for reappointment, leaving Place 7 vacant.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Reappointments CCPD.
2. CCPD Attendance



REAPPOINTMENT TO BOARDS AND COMMISSIONS

NAME: Barbara Morris

BOARD/COMMISSION: Crime Control and Prevention District

TERM EXPIRATION August 31 2023
(Month/Year):

This form is provided regarding your choice to be reappointed to your current board or commission. Please indicate if you wish to renew your board/commission position for the next term.

☐ I do not request to be reappointed to the board/commission and therefore offer my resignation.

☒ I request to be reappointed to my current board/commission for the next term.

Barbara J. Morris
Signature

5 17th 23
Date

**Please return this form to the City Secretary office at
City Hall, 505 W. Main St. Azle
before the deadline of**

June 30, 2023

817-444-2541 Main
817-444-7149 Fax
yforgey@cityofazle.org

NAME: Jon Gilson

BOARD/COMMISSION: Crime Control and Prevention District

TERM EXPIRATION August 31, 2023
(Month/Year):

This form is provided regarding your choice to be reappointed to your current board or commission. Please indicate if you wish to renew your board/commission position for the next term.

☐ I do not request to be reappointed to the board/commission and therefore offer my resignation.

☒ I request to be reappointed to my current board/commission for the next term.


Signature

5 / 11 / 2023
Date

**Please return this form to the City Secretary office at
City Hall, 505 W. Main St. Azle
before the deadline of
June 30, 2023**

817-444-2541 Main
817-444-7149 Fax
yforgey@cityofazle.org



REAPPOINTMENT TO BOARDS AND COMMISSIONS

NAME: Philip Koch

BOARD/COMMISSION: Crime Control and Prevention District

TERM EXPIRATION (Month/Year): August 31, 2023

This form is provided regarding your choice to be reappointed to your current board or commission. Please indicate if you wish to renew your board/commission position for the next term.

☐ I do not request to be reappointed to the board/commission and therefore offer my resignation.

☒ I request to be reappointed to my current board/commission for the next term.

Philip Koch
Signature

08/11/2023
Date

**Please return this form to the City Secretary office at
City Hall, 505 W. Main St. Azle
before the deadline of**

June 30, 2023

817-444-2541 Main
817-444-7149 Fax
yforgey@cityofazle.org

NAME: Susan Stuart

BOARD/COMMISSION: Crime Control and Prevention District

TERM EXPIRATION August 31, 2023
(Month/Year):

This form is provided regarding your choice to be reappointed to your current board or commission. Please indicate if you wish to renew your board/commission position for the next term.

X

I do not request to be reappointed to the board/commission and therefore offer my resignation.

I request to be reappointed to my current board/commission for the next term.


Signature

5/11/2023
Date

**Please return this form to the City Secretary office at
City Hall, 505 W. Main St. Azle
before the deadline of**

June 30, 2023

817-444-2541 Main
817-444-7149 Fax
yforgey@cityofazle.org

Crime Control and Prevention District Board

Place	Name	Date	10/27/22		12/15/22		3/23/2023		05/11/23	06/22/23	07/06/23
1	Phillip Koch		Present		Present		Present		Present	Present	Present
2	Jon Gilson		Present		Present		Present		Present	Present	Present
3	Kathy Heath		Absent		Present		Absent		Absent	Absent	Absent
4	Barbara Morris		Present		Absent		Absent		Present	Absent	Absent
5	Joe Lieb		Absent		Present		Present		Present	Present	Present
6	Leslie Simmons	Started 03/23	Vacant		Vacant		Present		Present	Present	Present
7	Susan Stuart		Present		Absent		Present		Present	Present	Present



Presenter:	Susie Hiles, Assistant to the City Manager
Agenda Item:	Consider authorizing the City Manager to execute a renewal of the solid waste contract/franchise agreement with Community Waste Disposal for another seven (7) years.

Background and Explanation:

Community Waste Disposal has been providing waste disposal services to the City since February 1, 2007. The current contract expires February 1, 2024 and CWD would like to extend the contract for another seven (7) years. A renewal request letter was received from CWD on March 1, 2023, offering several new items.

- Cost Adjustment Model (CAM) will be adjusted to use CNG fuel index instead of diesel as CWD's trucks are now running on natural gas. This will be applied to the February 1, 2024 cost adjustment and each 12 months thereafter.
- 3rd Eye Technology. In an effort to improve safety and driver accountability, CWD budgeted in 2023 to equip all Azle residential and commercial service vehicles with "3rd Eye" video technology. This is a real-time multi-point of view camera system that will document services and allow CWD to respond more decisively and quickly to concerns at residential service locations.
- CWD will offer a new front load cardboard recycling service for commercial customers, saving the customer on their trash removal expense.

Most of the redlined changes in the contract are just bringing the contract up-to-date with current services and procedures. However, there are two modifications of note:

- Section 5(c) On the contract effective date, CWD will be responsible for billing all the commercial, industrial, institutional, and multi-family accounts. CWD has always been responsible for negotiating the contract between commercial accounts and CWD. Then, monthly, they provide the City with a detailed summary report for all regularly scheduled customers for the City's billing purposes. Many times this has caused Staff confusion in the billing process. It only makes sense that CWD also be responsible for the billing. CWD will increase commercial front load and roll off rates (net to CWD) by 2.3% on the contract effective date. This increase, net to CWD, will result in a customer rate decrease, as there will no longer be a 5% billing fee paid to the City. (See Schedule A)
- Section 7(d) The bad debt collections and write offs have been modified to state CWD's payment will be adjusted for accounts written off by the City. In the past, CWD received their monthly payment even if the account was delinquent.

All current rates/charges will remain unchanged until January 31, 2024. On February 1, 2024, and every 12 months thereafter, all rates/charges would be subject to a rate adjustment as outlined in the contract.

Staff has been very pleased with the performance of CWD and the relationship we have built over these many years and recommends the City renew the agreement. CWD Assistant General Manager JB Sweeney and Municipal Accounts Manager Robert Medigovich will be present to answer questions.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve CWD contract extension for another seven (7) years.

Attachments:

1. Contract Renewal request letter2024
2. 2024 CWD Solid Waste Contract Renewal DRAFT
3. CWD Schedule A - Renewal Commercial Rate Schedule - CWD Billing



CommunityWasteDisposal.com

Since 1984

March 1, 2023

City of Azle
Tom Muir
City Manager
613 Southeast Parkway
Azle, Texas 76020

Dear Tom:

My thanks to The City of Azle for its continued confidence in the now 16-year partnership between Community Waste Disposal and the City. Our team works tirelessly and takes pride in providing excellent and cost-effective services for the city's residents and businesses. I hope we have earned the trust of both City Council and staff to support an extension of our current contract that ends January 31, 2024.

Providing safe and reliable services to Azle's residential and commercial waste service customers is very important to the Azle City Council. You also expect us to be responsive to customer concerns. As I briefed City Council in the past, we substantially beefed-up customer services with additional staffing. These efforts have substantially dropped our service inquiries, the issues that arose during the COVID period.

We found ways to be more business efficient despite COVID-driven higher expenses in personnel costs and benefits, fuel costs, and most recently considering the significant cost impact the CPI reflects. This allowed us to provide consistent customer services even though our annual contractual Cost Adjustment Model increase somewhat lagged actual CWD cost.

Additionally, this year we have made advancements in the quality and reliability of our service. Service inquiries for the last 12 months were 0.31 calls per 1000 service opportunities. This is a 15% reduction over the prior two years.

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension requests letters and all associated discussion information to be exempt from public disclosure. CWD request's this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of Attorney General of Texas.

2010 California Crossing
Dallas, Texas 75220-2310
telephone
972.392.9300 • 817.795.9300
facsimile
972.392.9301

On January 31, 2024, the current 7 years partnership term is subject for a renewal. As an incentive to renew the contract, effective February 1, 2024, we would like to offer you the following:

1. Cost Adjustment Model (CAM)

The attached CAM, marked "Exhibit A", would be applied to the February 1, 2024 cost adjustment and each 12 months thereafter. The primary change is the usage of CNG rather than diesel.

2. Current Charges

All current rates/charges would remain unchanged until January 31, 2024. On February 1, 2024, and every 12 months thereafter, all rates/charges would be subject to the Cost Adjustment Model attached as "Exhibit A."

3. Front Load Cardboard Recycling

CWD estimates there 18-22 commercial customer that could benefit by using 8-yard recycling containers. Service would be on time per week for \$120.00 per month saving the customer 15% on their trash removal expense.

4. 3Rd Eye Technology

A new effort to improve safety and driver accountability, we budgeted in 2023 to equip all of our Azle residential and commercial service vehicles with "3rd Eye" video technology. This \$27,000.00 investment, is a real-time multi-point of view camera system that will document our services and allow us to respond more decisively and quickly to concerns at residential service locations. Some information on this state-of-the art system is provided as an attachment to this letter.

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension requests letters and all associated discussion information to be exempt from public disclosure. CWD request's this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of Attorney General of Texas.

I believe you will find this partnership renewal offer to be a cost-effective approach to providing needed services to the city.

I appreciate you and the Azle City Council considering the extension of the current waste services contract for another seven years. The entire CWD Team looks forward to continuing our long and productive relationship with the City of Azle.

Sincerely,



Greg A. Roemer
President
groemer@cwd.to

CC: Robert Medigovich
Susie Hills

Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension requests letters and all associated discussion information to be exempt from public disclosure. CWD request's this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of Attorney General of Texas.



SERVICE VERIFICATION AND LIVE GPS TRACKING INCLUDED

CWD will install 3rd Eye Safety, GPS and Service Verification hardware on each collection vehicle. In addition, CWD can grant the City access to view live GPS breadcrumb trails of collection vehicles throughout the day. This will allow for instant access to CWD truck locations, allowing for the City to quickly determine if a vehicle has been down a street yet and the status of the routes.

Safety Monitoring and Metrics

Each collection truck in the City will have a safety camera facing the driver and the front of the vehicle. This device triggers a recording any time a G-force or shock event occurs. That recording is then reviewed by designated individuals and the event is provided a safety grade, which is based on the policies and procedures established by CWD. This allows CWD to monitor risky drivers and provide additional coaching or identify behaviors that could be dangerous to others, and take precautionary action.

Live GPS Tracking and Breadcrumb Trails – CWD can grant City Staff access to the Live GPS feature upon request

CWD will utilize GPS tracking through 3rd Eye's integrated truck system on collection vehicles used for this contract. GPS breadcrumb trails are made instantly available to CWD and City Staff to see exactly where the trucks servicing the City are and where they have already been that day.

Continuous Video Recording and Service Verification

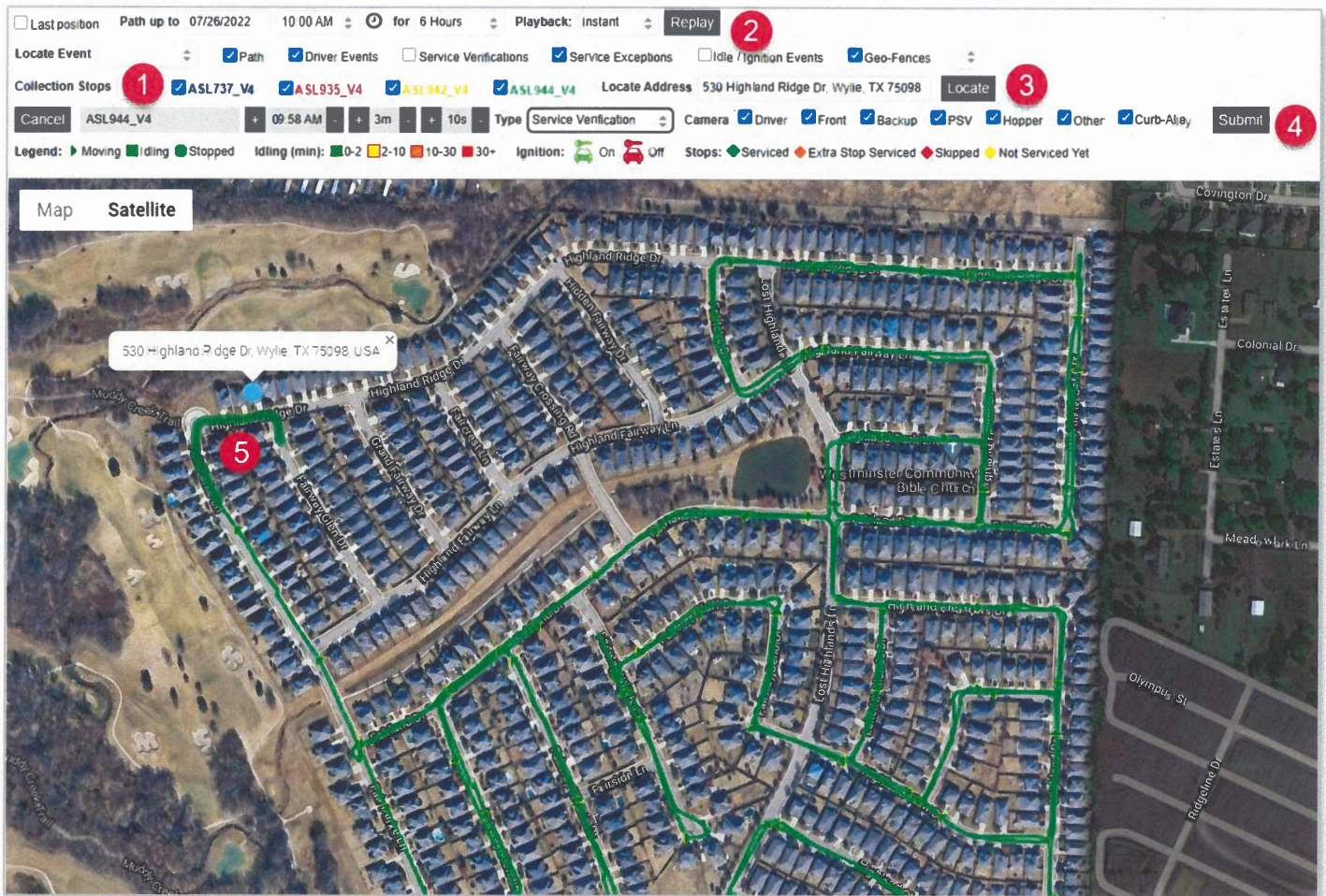
In addition to the 3rd Eye Safety Monitoring and Live GPS capabilities, CWD trucks servicing the City will be equipped with their Verif-Eye Service Confirmation System. Each collection truck is equipped with 4-6 cameras (depending on type) and the Verif-Eye system allows for those cameras to be continuously recording throughout the day. In the back office, CWD employees and managers have the ability to search by address and submit a request for a 1–5-minute video. There is no charge for the video request and the media link to the video is provided typically within minutes.

How It works

1. GPS breadcrumb for up to 6 vehicles at one time are available and live within 30 seconds
2. GPS trails can be pulled for a particular period and time frame as far back as roughly 90-days
3. Specific addresses can be immediately located on a route (*in this case 4001 Magnolia Ct*)
 - *The City will have direct access to items #1-3 above in the 3rd Eye interface*
4. Video requests can be pulled by address for up to 5 minutes per video.
 - Note – there is no cost associated with a video request and video can be pulled as far back as roughly 10 service days with that particular vehicle. Once requested, videos are stored indefinitely on the cloud
5. The CWD employee submitting the video can see what area of the route the video will cover
6. Once request is submitted, an email link to the video is provided to the user showing the location of the truck and a video feed of all cameras on the vehicle

The example on the following page is from a vehicle in Wylie, TX on July 26, 2022

The numbers listed correspond to the numbers in the pictures on the following page



CONTRACT FOR SOLID WASTE SERVICES

This CONTRACT (the "CONTRACT") is made and entered into on August 1, 2023 by and between the CITY OF AZLE, a municipal corporation of Tarrant/Parker County, Texas (hereinafter referred to as "CITY") and Community Waste Disposal, (CWD), L. P., authorized to do business in the State of Texas (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY desires to provide residential and commercial customers within its corporate limits with solid waste collection, transport, disposal and recycling services; and

WHEREAS, the City of Azle entered into a contract with CWD on November 29, 2006 and renewed their contract on April 19, 2011, and August 16, 2016 for solid waste and recycling services; and

WHEREAS, the CITY wishes to again renew its contract for solid waste and recycling services with CWD effective February 1, ~~2017-2024~~ for a term of seven (7) years ending January 31, ~~2024-2031; and adding an option for residents to choose Eighteen (18) gallon recycling bins with lids or Ninety-Five (95) gallon carts;~~ and

WHEREAS, the CITY strongly encourages customers and the CONTRACTOR to actively pursue recycling opportunities in order to attain State recycling goals ~~as established in Senate Bill 1340; and.~~

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and in order to preserve and protect the public health of the citizens of the CITY it is hereby understood and agreed by the parties hereto as follows:

1. Grant. CITY hereby grants to CONTRACTOR a Contract to engage in the business of collecting and disposing of all residential and commercial recyclable Materials, Acceptable Waste and Special Waste as defined below which is generated within the corporate limits of the CITY and, further, hereby grants to CONTRACTOR a license and permit to use the public streets, alleys, easements and thoroughfares within the limits of the CITY for said business during the term of the Contract.
2. Term. The term of the Contract shall be for seven (7) years commencing on February 1, ~~2017-2024~~ and expiring on January 31, ~~2024-2031~~ ("Expiration Date") The initial seven (7) year term of the contract shall automatically be extended for successive additional seven (7) year terms, unless either party notifies the other party in writing, not less than one hundred and eighty (180) days prior to the expiration of the initial seven (7) year term or of any successive seven (7) year term, of its intention to terminate the contract. Any such written notice shall be serviced by certified

or registered mail, return receipt requested.

3. Definitions. Wherever used herein, the hereinafter listed terms shall have the following meanings:

- a) Acceptable Waste: Any and all waste that is solid waste, including brush, garbage, yard waste and trash, as solid waste is defined under the laws of the United States and/or the State of Texas and /or the regulations promulgated thereunder and that is acceptable for disposal in a Landfill, except for "Unacceptable Waste", as defined herein.
- b) Disabled or Handicapped Customers: A residential household in which all members of the household are disabled or physically handicapped to the extent they are unable to place acceptable waste at the curbside. The fact of such disability or handicap must be certified to CONTRACTOR by the CITY.
- c) Disabled Carry-Out (a.k.a. Backdoor Pick Up): Refuse pick up from behind the building line. The refuse shall be placed in front of the building facing the street in such a manner clearly visible from the street as to be accessible without entering a gate. All disabled or handicapped customers shall be charged the curbside rate charged to other residential customers. The fact of such disability or handicap must be certified to CONTRACTOR by the CITY.
- d) By-Products with Residual Value: Any excess industrial, manufacturing or commercial by-products or significant and constant volumes of materials of a company which have a residual value on the open market, (such as cardboard and packing materials).
- e) Brush: Tree and shrub trimmings which are not easily placed in disposable containers.
- f) Commercial Containers: Metal containers supplied by CONTRACTOR affording adequate capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- g) Curbside Service: Acceptable Waste or Recyclable Materials to be picked up by the CONTRACTOR will be located at the curbside of the street bearing the customer's address, or if there is no curb, where the customer's property line meets the street.
- h) Debris: Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials, automobile frames, large, uncut dead trees and other bulky heavy material. Resident shall contact CONTRACTOR for a price quotation to remove these items.

- i) Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty-three (33) gallons or less and which is capable of containing solid waste or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.
- j) Solid waste: Refuse animal or vegetable matter (as from kitchen or food processing facility), tin cans, bottles, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste which is damp or capable of emitting noxious odors.
- k) Load: When used in referring to loose brush, a load shall be deemed to mean twenty cubic yards of brush.
- l) Multi-Family/Apartment Residential Complex: A structure in which three or more families reside and claim as their permanent address.
- m) Permanent Containers: Any closed, waterproof, plastic or metal container or can with a capacity or volume of thirty-three (33) gallons or less and which is capable of containing solid waste or trash without leaking or emitting odors, and which weighs, when loaded, less than (50) pounds.
- n) Recyclable Materials:

Metal Cans: Rinsed metal cans.

Aluminum Cans, including aluminum drink cans.

Glass: Clear, green and brown glass bottles and jars. No mirrors, window glass, plate glass or light bulbs.

Plastic Bottles: Only plastic bottles with recycling symbols, #1, #2, #3, #4, #5, and #7. Examples include milk bottles, soft drink liter bottles, detergent bottles, cleaning bottles and shampoo bottles. Rinse and remove lids.

Newspapers, Magazines, Catalogs including slick and glossy inserts.

Junk Mail, Cardboard, Mixed Household Paper which includes envelopes, cereal boxes, chipboard, cardboard and other household paper products. No tissues, wet paper or paper contaminated with food products are acceptable. All cardboard must be broken down to a size that will fit inside the bin.

Other: Items that are identified as recyclable by CITY, CONTRACTOR, or as a result of changes in any local, state or

federal Laws, ordinances or regulation.

- o) Recycling Containers: Eighteen (18) - gallon bins with lids or ~~NinetySixty~~-Five (~~9565~~) - gallon carts provided by CONTRACTOR for each residential customer at no charge. Any container must be approved by the CITY. Lids will be provided upon request at no charge to the customer.
- p) Special Waste: Any waste, even though it may be part of a load of waste excluding insignificant quantities found in residential delivered waste, which is:
- 1) defined as such by the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder; or
 - 2) medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities; and
 - 3) dead animals and/or slaughterhouse waste; or
 - 4) sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or
 - 5) liquid waste, which for the purposes of this Contract means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095); or
 - 6) waste from an industrial process; or
 - 7) waste from a pollution control process; or
 - 8) waste transported in a bulk tanker, or
 - 9) friable and/or nonfriable asbestos waste; or
 - 10) empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or
 - 11) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or
 - 12) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition; or
 - 13) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum products; or
 - 14) residential wastes, only if a change in federal or state law, statute, regulation, rule, code, ordinance, permit, or permit condition, which occurs after the Effective Date of this Contract, requires special or additional management that differs from the requirements applicable on the Effective Date of this Contract; or

- 15) any waste that requires other than normal handling, storage, management and/or disposal.
- q) Hazardous Waste: Any waste, even though it may be part of a delivered load of waste, which:
- 1) is defined as such by the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder; or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating, reversible illness or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed; or
 - 2) is identified or listed as a hazardous waste by the administrator, U.S. Environmental Protection Agency (hereinafter called "EPA"), pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976; or
 - 3) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste", pursuant to any state or federal law, including, but not limited to, the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the state and federal regulations promulgated thereunder; or
 - 4) contains polychlorinated biphenyls or any other substance, the storage, treatment or disposal of which is subject to regulation under the Federal Toxic Substances Control Act as amended and the state and federal regulations promulgated thereunder; or
 - 5) contains a "reportable quantity" of one or more "hazardous substances", as defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act as amended and the state and federal regulations promulgated thereunder or as defined under any other state or federal law and the regulations promulgated thereunder; or
 - 6) contains a radioactive material the storage or disposal of which is subject to state or federal law and the regulations promulgated thereunder.
- r) Trash: All household refuse other than solid waste, debris, brush, household furniture and appliances. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, recyclable waste, old clothes and other household trash of like kind, but shall not include hazardous wastes.
- s) Unacceptable Waste: Any and all waste that is either:
- 1) waste which is now or in the future prohibited from disposal at a

- sanitary landfill by state, federal and/or local laws and/or the regulations promulgated there under; or
 - 2) "Hazardous Waste", as defined herein; or
 - 3) Special Waste, as defined herein;
 - 4) Waste which is prohibited from disposal at the Landfill by CONTRACTOR including tires, concrete, and bulk petroleum or chemical products or by-products; or
 - 5) Liquid waste, as defined herein, and septic tank pumping and grease and grit trap wastes; or
 - 6) Sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial wastewater treatment plants; or
 - 7) Dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of CITY; or
 - 8) Any waste, including "special waste" as defined herein, which because of its quantity, concentration, frequency of disposal, required disposal procedures regulatory status, or physical, chemical infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the disposal site, as determined by CONTRACTOR in its sole discretion.
- t) Yard Waste: Grass or shrubbery cuttings, leaves, tree limbs (less than four (4) feet in length), and other materials accumulated as the result of the care of lawn, shrubbery, vines and trees. Yard waste does not include food wastes from gardens such as fruits and vegetables.
 - u) Gross Vehicle Weight: Total truck weight with contents as scaled at the appropriate delivery site.
 - v) X-treme Green Event: A City sponsored and authorized event designed to collect various items from Azle residential citizens.
 - w) Residential Roll Off: A single axle chassis with a 12 cubic yard open top roll off container.

4. Residential

- a) Duties and Obligations of Residential Customer. Every owner, agent, lessee, tenant or occupant of any residential premises in the CITY ("residential customer") shall have the following duties and obligations:
 - 1) Residential Container: Each residential customer shall provide and use containers (disposable or permanent) sufficient in number to hold the Acceptable Waste accumulating on the premises. Only the recycling containers (bins) furnished by CONTRACTOR shall be used for Recyclable Materials.
 - 2) Waste and Materials in Containers: Each residential customer

shall place all Acceptable Waste and Recyclable Materials (including brush, if the size of the brush allows) in either disposable containers, permanent containers or recyclable containers (bins or carts), not to exceed 50 lbs. in weight.

- 3) Placement of Waste and Materials: Each residential customer shall place appropriate containers containing Acceptable Waste, Recyclable Materials and tied bundles of brush at the curbside on the R.O.W. bearing such residential customer's address in such a manner as to be easily accessible for collection and as to prevent Acceptable Waste, Recyclable Materials and tied bundles of brush from being scattered.
- 4) Brush and Trash: Each residential customer shall place brush or trash which cannot be placed in disposable containers or permanent containers into lengths not to exceed four (4) feet, tie same in bundles, and stack such brush or trash at curbside or where the property line meets the street (as is hereinafter provided). Such brush or trash shall in no event exceed two (2) cubic yards per week when stacked for regular pickup.
- 5) Vines and Bushes: Each residential customer shall place all vines and thorny bushes in disposable containers.
- 6) Containers Secured: Each residential customer shall keep all such containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals.
- 7) Time of Placement of Waste and Materials: All appropriate containers and tied bundles of brush required to be located at the curbside shall be placed at the prescribed curbside locations not more than twelve hours prior to the scheduled collection day and not later than 7:00 a.m. on the scheduled collection day.
- 8) Draining Liquids: Each residential customer shall drain all Acceptable Waste and Recyclable Materials mixed with water or other liquids before placing the same into appropriate containers.
- 9) Special Waste: No residential customer shall place for collection, or permit to be placed for collection, any Special Waste or Hazardous Waste.
- 10) Disabled Carry-Out (a.k.a. Backdoor Pick Up): All disabled and handicapped customers shall be entitled to receive backdoor service from CONTRACTOR, and accordingly shall place all appropriate containers containing acceptable waste at the side or rear of such disabled or handicapped customer's building or structure no farther back than the rear wall of the building located on the premises in a location that will allow the CONTRACTOR to gain access to and remove such containers from the premises; provided, however, the CONTRACTOR shall not be required to enter or be responsible for entering into garages or behind enclosed fences.
- 11) Recyclable Materials: Requirements are referenced in paragraph

3.n. above.

- b) CONTRACTOR'S Duties and Obligations – Residential. It shall be the duty and obligation of CONTRACTOR to perform the following services:
- 1) Collection: CONTRACTOR agrees to make twice (2) weekly curbside take-all collections for Acceptable Waste at least two (2) days apart for each residential and commercial hand pick up customer and one (1) weekly curbside collection for Recyclable Materials on one of the days when Acceptable Waste is also collected. Collections for Recyclable Materials from residential customers shall be on one of the same days that Acceptable Waste is collected. CONTRACTOR shall not commence service to residential customers prior to 7:00 a.m. and shall not pick up in residential areas after 7:00 p.m. Unusual, emergency situations requiring a later one-time temporary change in schedule shall be timely communicated to the City Manager or his designated representative, prior to such temporary time change being made. No collections will be made on Saturdays, Sundays, or holidays (See Section "6.o." for more information about holidays). The recycling collection will be in addition to the regular twice-weekly collection of Acceptable Waste, and shall be collected on one of the days Acceptable Waste is also collected. CONTRACTOR shall collect both regular and backdoor service customers in the manner specified herein.
 - 2) Equipment and Services Furnished: CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, labor and a landfill site, at its own expense, to adequately, efficiently and properly collect and dispose of Acceptable Waste and Recyclable Materials from premises within the corporate limits of the CITY in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall not be responsible under this Contract for collecting and disposing of Hazardous Waste, Special Waste or debris, except as noted in Section 8.
 - 3) Customer Service Number: CONTRACTOR agrees to maintain a local telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to keep said phones available for calls from 8:00 A.M. to 5:00 P.M., Monday through Friday; and 8:00 A.M. to 2:00 P.M., on Saturday, excluding Sundays and holidays set forth in Section "6.o". ~~7:00 a.m. to 6:00 p.m. every day except Saturday, Sunday and the holidays set forth in Section (6.o.) herein,~~ and to keep said phones staffed with sufficient competent personnel to handle calls and inquiries during the above-mentioned hours. CONTRACTOR shall also maintain voicemail for complaints after 5:00 p.m. A daily log of calls, complaints, inquiries and the action taken thereon, shall be maintained by CONTRACTOR. CONTRACTOR shall appoint a

Designated Person to monitor the resolution of all complaints reviewed by CONTRACTOR.

CONTRACTOR shall also provide the CITY the phone numbers of at least two (2) CONTRACTOR representatives (one being a route supervisor) who can be contacted for after-hours emergencies and other special circumstances.

- 4) Take-All Service: CONTRACTOR shall collect trash and bundled brush placed on the curb as part of the 1st and 2nd collection cycle providing that the items are acceptable for landfill disposal and the items are containerized in a bag or box. In addition to the trash and bundled brush, the 2nd collection cycle shall include the collection of bulk and bagged leaves with a limit of ten (10) bags of leaves per week. Brush and tree limbs shall be tied in bundles not to exceed four (4) feet in length and fifty (50) lbs. in weight. This service includes construction and fencing materials generated by the homeowner resulting from small repair and remodeling projects. Fence panels must be cut into four-(4) foot by six (6) foot sections. Loose pickets must be tied and bundled; bulky items, including stoves, furniture, hot water heaters, dishwashers, when placed on the curb, will be picked up as part of normal 2nd collection cycle.

The ~~Proposer~~ CONTRACTOR may submit a proposed schedule for bulky waste collection if different from the normal service collections days. Federal Law prohibits the collection of refrigerator or freezer units unless certification is provided that CFC's have been removed by a certified technician.

Other hazardous waste items that are not acceptable for landfill disposal include tires, batteries, petroleum products, paints and other chemicals and solvents identified by the U.S. Environmental Protection Agency.

- 5) Landfill Disposal and Vehicle Standards: CONTRACTOR agrees that the Acceptable Waste collected will be disposed of in compliance with the laws of the State of Texas. All vehicles used by the CONTRACTOR for the collection and transportation of Acceptable Waste or Recyclable Materials shall be protected at all times while in transit to prevent leakage and the blowing or scattering of materials or waste onto the public streets of CITY or adjacent properties. Vehicles shall at all times be maintained in good repair. Further, such vehicles shall be clearly marked with CONTRACTOR'S name and phone number in letters not less than four (4) inches in height and shall be individually numbered on both sides and on the back of the truck. All collection equipment shall be washed and deodorized as necessary, but at minimum once each week, and shall be kept in

sanitary condition. Vehicles must meet the current standards set out by the TNRCC/EPA guidelines.

- 6) Routes and Schedules: Collection routes shall be established for the collection of Acceptable Waste and Recyclable Materials as necessary to fulfill the requirements of the Contract. The CONTRACTOR shall submit a map designating the collection routes and proposed days of collection to the CITY for approval. CONTRACTOR shall give the CITY thirty days advance notice prior to any route change. All route changes must be approved by the City Manager. CITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services.
- 7) Non-Collection Days: CONTRACTOR agrees that no collections will be made on Saturdays, Sundays or Contract designated holidays (See Section "6.o." for more information about holidays).
- 8) Residential Recycling Containers: CONTRACTOR shall provide for each residential customer their choice of an eighteen-(18) - gallon bin or ~~NinetySixty~~-Five (9565) - gallon cart at no charge, which shall be dedicated solely for the collection of Recyclable Materials. CONTRACTOR shall provide City a supply of recycling bins and lids for use by residential Customers. CONTRACTOR shall deliver a ~~NinetySixty~~-Five (9565) gallon cart to each resident who chooses to use the cart as their recycling container. CONTRACTOR may charge a replacement cost as recommended by the CONTRACTOR and approved by the City Manager for any recycling container which is lost, stolen, or destroyed after a residential customer is initially provided a recycling container. The residential customer shall not be responsible for any containers damaged or destroyed by CONTRACTOR. Container must be approved by the CITY.
- 9) Christmas Tree Recycling: See Section 6.e.
- 10) The X-treme CWD Green Event:
The intentions of The City and Contractor are to provide residential collection and disposal services for:
 - Household Hazardous Waste
 - Electronics
 - Household Metal Appliances
 - Automotive Tires
 - Document Shredding

Individuals that appear to be delivering these items from a business, whether run out of a residence or not, will be rejected or charged a separate special handling fee. City and/or Contractor

may reject unusual volumes of hazardous waste, electronics, household metal appliances, automotive tires, or documents for shredding. Unusual Volume will be determined by:

- Any one material where the accumulated weight exceeds 500 lbs.
- Any one material where the accumulated volumes exceed 1 cubic yard.
- Any multiple items that accumulated volume exceed 4 cubic yds.

Acceptable HHW materials will be defined as:

Aerosols	RCRA Empty
Cylinders	Corrosive (acids, bases)
Toxic (pesticides, herbicides, etc.)	Oxidizers
Flammables	Organic Peroxides
Oil Base Paint	Organic Compounds
Gasoline	Antifreeze
MNiMH & NiCAD Batteries	Latex Paint
Lithium & Li-ion Batteries	Lead Acid Batteries
Non-hazardous solid (caulk, joint compound, etc.)	
Lighting Ballast (assume PCB content)	

Acceptable E-Waste Materials will be defined as:

Analog Computer	Computer Router
Mainframe Computer	Microcomputer
Flatbed Scanner	CD Rom Drive
Media Storage Devices	Computer Mouse
Computer Disk Drives	Printer
Minicomputer	Computer Terminal
Computer Keyboard	Desktop Computer
Personal Computer (handheld, laptop)	
Cable TV transmitting or receiving equipment	
Telephone (cellular, cordless, wireless)	
Satellite TV transmitting equipment	
TV (CRT, LCD, Plasma, Flat Screens)	

Household Metal Appliances

Refrigerator	Freezer
Washer	Dryer
Microwave	Stove/Oven

Acceptable maximum amount per residence is 3 appliances per event.

Automotive Tires

Standard Passenger and SUV Tires	
Standard Light Duty Truck Tires	
Lawnmower Tires	ATV Tires

Acceptable maximum per residence is 5 tires per event.

Document Shredding

Bank Statements

Old Bills Confidential Information

Acceptable maximum volume per residence is 50 pounds.

c) Residential Charges

- 1) Customer Billing: CITY agrees to bill all residential customers served by CONTRACTOR. CITY further agrees to collect and remit, for a five (5%) percent billing fee, all sales taxes to the appropriate governmental authority and shall issue to CONTRACTOR a Resale Certification.
- 2) Payment to CONTRACTOR: CITY agrees to pay to CONTRACTOR on or before the 15th day of each month the NET SERVICE CHARGE for Residential Acceptable Waste Charges, Residential Recycling Charges, X-treme Green Event Charges rendered during the preceding month. The NET SERVICE CHARGE shall be the GROSS SERVICE CHARGE less the five (5%) percent billing fee, ~~and a six (6%) percent franchise fee, and any accounts written off as uncollectable.~~ Said GROSS SERVICE CHARGE shall be ~~(for residential customers)~~ the MONTHLY CUSTOMER SERVICE CHARGE for garbage service times the number of customers actually receiving such service during the preceding month, excluding any sales taxes, ~~plus (for commercial customers) the total amount billed to said commercial customers, minus state sales tax. CITY agrees to be responsible for all bad debts and, in furtherance thereof,~~ CONTRACTOR agrees to suspend service for any delinquent account at the direction of the CITY.
- 3) Residential Acceptable Waste: CITY and CONTRACTOR agree the MONTHLY CUSTOMER SERVICE CHARGE for residential customers shall be as provided in ATTACHMENT "A".
- 4) Residential Recycling: CITY and CONTRACTOR agree the curbside residential recycling monthly service charge shall be as provided in Attachment "A".
- 5) X-treme Green Event: CITY and CONTRACTOR agree the MONTHLY CUSTOMER SERVICE CHARGE for the X-treme Green Event shall be as provided in ATTACHMENT "A".
- 6) Residential Roll Off Service: CITY and CONTRACTOR agree the MONTHLY CUSTOMER SERVICE CHARGE for a 12 cubic yard open top container shall be as provided in ATTACHMENT "A".
- 7) CONTRACTOR may retain 100% of all funds obtained from the sale of recyclable materials collected by CONTRACTOR in the CITY. The CONTRACTOR shall report to the CITY the

quantities of the recyclable materials marketed with quarterly and annual reports.

5. Commercial, Industrial, Institutional and Multi-Family

- a) Duties and Obligations of Commercial, Industrial, Institutional and Multi-Family Customers. Every owner, agent, employee or person otherwise in charge of any commercial, institutional, industrial and multi-family premises within the CITY ("commercial customer") shall have the following duties and obligations:
- 1) Containers Secured: Each commercial and multi-family customer shall keep all commercial containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals.
 - 2) Draining Liquids: Each commercial and multi-family customer shall drain all acceptable Waste or Recyclable Materials mixed with water or other liquids before placing same into a commercial container, and, further, no commercial or multi-family customer shall place for collection, or permit to be placed for collection, any Hazardous Waste or Special Waste.
 - 3) Sufficient Containers: Each commercial and multi-family customer shall be provided by CONTRACTOR separate Acceptable and Recyclables containers sufficient in number to hold the Acceptable Waste and Recyclable Materials accumulating on the premises.
 - 4) Commercial Hand Pick-Up Service: Each commercial customer who requests CONTRACTOR'S commercial hand pick-up service shall cause all acceptable waste accumulating on such premises to be placed in disposable containers. Said commercial customers shall place no more than eight (8) thirty-three gallon disposable containers per week (four bags per pick up) in a certain designated location bearing such commercial customer's address for collection at the same time and in the same manner as is provided for residential refuse collection in Section 4. Bags or containers when set out for collection, will be placed no more than ten (10) feet from the designated collection site. In the event a commercial customer places more than eight (8) disposable containers out for collection, said commercial customer shall be required to change to a containerized service and use only commercial containers in the manner described below.
 - 5) Waste and Materials in Containers: Each commercial and multi-family customer not utilizing commercial hand pick-up shall cause all Acceptable Waste and Recyclable Materials accumulating on such premises to be placed in separate

Acceptable Waste and Recyclables commercial containers. Commercial and multi-family customers shall place said containers in a certain designated location which is agreed to by CONTRACTOR and customer, bearing such customer's address for collection at the same time and in the same manner as is provided for residential refuse collection. The location of the customer's containers shall be placed such that no damage results to the pavement or asphalt surfaces and that such containers are not placed in the right-of-way. CONTRACTOR shall not be liable for damages to pavement or asphalt surfaces which result from the containers being placed on customer's property. CONTRACTOR agrees not to involve the CITY in those suits or disputes between the customer and CONTRACTOR arising out of damages to pavement or asphalt surfaces.

- 6) Other Waste: Any company which produces from their business on a regular basis industrial, manufacturing, or commercial products which have a residual value in the open market or that produce significant and constant wastes, such as cardboard, may sell and market said products in a manner determined by the individual company and are not required to utilize the CONTRACTOR for this service. If such companies use other, non-Contractor commercial/industrial recyclers for such waste, such recyclers shall conform to and be permitted or franchised as apparent under City of Azle's rules and regulations. Any questions or disputes shall be resolved at the discretion of the City Manager, whose decision shall be final.
- 7) Gross Vehicle Weight Limits: Contract specifically reserves the right to adjust the size of Commercial containers and the frequency of collections of such containers if CONTRACTOR determines that hauling an individual roll off container will cause CONTRACTOR to exceed its maximum license limits as approved by the State of Texas for gross vehicle weight ("GVW"). In such instances CONTRACTOR shall give notice to the Customer and adjust the size of said containers and/or the frequency of service to achieve compliance with GVW limits. For all GVW pounds in excess of 54,000 lbs, Contractor may charge the Commercial Customer two and one-half (2.5) times the standard disposal fee.

b) CONTRACTOR'S Duties and Obligations – Commercial, Industrial, Institutional and Multi-Family. It shall be the duty and obligation of CONTRACTOR to perform the following services:

- 1) Containers: CONTRACTOR shall provide all commercial containers for Acceptable Waste and Recyclable Materials storage which are available upon request of the owner or

occupant of any premises within the corporate limits of City, excluding single family and two-family residences. The commercial containers provided by CONTRACTOR shall be equipped with suitable covers to prevent blowing or scattering of Acceptable Waste or Recyclable Materials while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and in a sanitary condition, and (iii) clearly marked with the CONTRACTOR'S name and telephone number in letters not less than two (2) inches in height, and (iv) emptied not less than one time each week.

- 2) Customer Service Number: CONTRACTOR agrees to maintain a local telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to keep said phones available for calls from 8:00 A.M. to 5:00 P.M., Monday through Friday; and 8:00 A.M. to 2:00 P.M., on Saturday, excluding Sundays and holidays set forth in Section "6.o", 7:00 a.m. to 7:00 p.m. every day except Saturday, Sunday, and the holidays set forth in Section "6.o." herein, and to keep said phones staffed with sufficient competent personnel to handle calls and inquiries during the above-mentioned hours. CONTRACTOR shall also maintain voicemail for complaints after 5:00 p.m. A daily log of all service calls, complaints, inquiries and the action taken thereon, shall be maintained by CONTRACTOR. CONTRACTOR shall appoint a Designated Person to monitor the resolution of all complaints reviewed by CONTRACTOR.

CONTRACTOR shall also provide the CITY the phone numbers of at least two (2) CONTRACTOR representatives (one being a route supervisor) who can be contacted for after-hours emergencies and other special circumstances.

- 3) Equipment Furnished: CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, labor and a landfill site, at its own expense, to adequately, efficiently and properly collect and dispose of Acceptable Waste and Recyclable Materials from premises within the corporate limits of the City in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall not be responsible under this Contract for collecting and disposing of Hazardous Waste, Special Waste or debris, except as noted in Section 4(b)(10).
- 4) Lawful Disposal: CONTRACTOR agrees that the Acceptable Waste collected will be disposed of in compliance with the laws of the State of Texas. All vehicles used by the CONTRACTOR for the collection and transportation of Acceptable Waste or Recyclable Materials shall be protected at all times while in transit to prevent leakage and the blowing or scattering of materials or waste onto the public streets of City or properties

adjacent thereto and shall at all times be maintained in good repair. Further, such vehicles shall be clearly marked with CONTRACTORS name in letters not less than four (4) inches in height and shall be individually numbered. All collection equipment shall be washed and deodorized as necessary, but at minimum once each week, and shall be kept in sanitary condition. Vehicles must meet the current standards set out by the TNRCC/EPA guidelines.

- 5) Non-Collection Days: CONTRACTOR agrees that no collections will be made on Sundays, or Contract designated holidays (See Section "6.o" for more information about holidays).
- 6) Routes and Schedules: Collection routes shall be established for the collection of Acceptable Waste and Recyclable Materials as necessary to fulfill the requirements of this Contract. The CONTRACTOR shall submit a map designating the collection routes and proposed days of collection to the CITY for approval. CONTRACTOR shall give the CITY thirty days advance notice prior to any route change. All route changes must be approved by the City Manager. CITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services. CONTRACTOR shall adjust schedules and times of collection to avoid disturbance of residential areas when picking up from commercial, industrial and institutional customers.
- 7) General Recycling: CONTRACTOR agrees to provide recycling services upon request to commercial, industrial and multi-family customers. In the event it is not cost effective for CONTRACTOR to make such services available, it has the right to decline. It is understood that customers can engage a permitted or franchised commercial hauler to collect solely and pure recyclable materials if clearly separated in a recyclable container only at customer's location.

c) Commercial, Industrial, Institutional and Multi-Family Charges.

- 1) Commercial, Industrial, Institutional and Multi-Family Acceptable Waste: CITY and CONTRACTOR agree that the monthly service charges for commercial, industrial, institutional, and multi-family Acceptable Waste shall be provided in Attachment "A", which is attached hereto and incorporated herein by reference.
- 2) Commercial, Industrial, Institutional, and Multi-Family Recycling Charges: The service charge for commercial, industrial, institutional and multi-family acceptable waste recycling shall be negotiated between the CONTRACTOR and customer and

- 3) ~~submitted to CITY for billing, will be billed by the CONTRACTOR~~
Customer Billing: CITY agrees to bill all permanent and regularly scheduled commercial, industrial, institutional and multi-family customers served by the CONTRACTOR. CONTRACTOR agrees to bill for temporary container service. CONTRACTOR will submit to the CITY by the 15th of each month a detail and summary report for all permanent and regularly scheduled customers for billing purposes. Detail and summary reports must balance. CONTRACTOR will submit a report for informational purposes a listing of the temporary container services the CONTRACTOR billed, which includes customer name, address service type and charges. CITY further agrees to collect and remit, for a five (5%) percent billing fee, all sales taxes to the appropriate governmental authority. CONTRACTOR shall provide billing and bill collection services to Commercial Units, and Industrial Units, Institutional, and Multi-Family Units. CONTRACTOR shall provide to the CITY, on a monthly basis, a report showing the billings to Commercial, Industrial, Institutional, and Multi-Family Units and Industrial Units for the prior month, including the services rendered, and the rate for such service. CONTRACTOR shall add a franchise fee of 6% for billed Commercial, Industrial, Institutional, and Multi-Family Waste and Industrial Waste. The Franchise Fee payments actually received by CONTRACTOR shall be paid by the CONTRACTOR to the CITY within thirty (30) days after the last day of the month of CONTRACTOR's actual receipt of such monies.
- 4) Payment to CONTRACTOR: CITY agrees to pay the CONTRACTOR on or before the 15th day of each month the NET SERVICE CHARGE for Residential Acceptable Waste Charges, Residential Recycling Charges, and X-treme Green Event Charges rendered during the preceding month. The NET SERVICE CHARGE shall be the GROSS SERVICE CHARGE less the five (5%) percent billing fee, and a six (6%) percent franchise fee, and any accounts written off as uncollectable. Said GROSS SERVICE CHARGE shall be (for residential customers) the MONTHLY CUSTOMER SERVICE CHARGE for garbage service times the number of customers actually receiving such service during the preceding month, excluding any sales taxes, plus (for commercial customers) the total amount billed to said commercial customers, minus state sales tax, 5% billing fee, 6% franchise, and any accounts written off as uncollectable. CITY agrees to use reasonable diligence in the collection of each account, but does not guarantee its collection. An account may be considered uncollectable after being unpaid for three (3) months. CONTRACTOR agrees to suspend service for any delinquent account at the direction of

6. Sludge Removal (This section has been updated to include the amendments which were adopted in September 2017.)

- a) Objective: The main objective of this section is to address the removal of wastewater sludge from the Ash Creek Wastewater Treatment Plant, located at 816 Park Street, Azle, Texas, transport it to an approved landfill site as defined by the appropriate United States Environmental Protection Agency (USEPA) and Texas Commission on Environmental Quality (TCEQ) regulations, and dispose of it in a manner that complies with all appropriate federal, state and local regulations. The selected CONTRACTOR will be fully responsible for the removal, transportation and final disposal of the materials.
- b) Overview: The Ash Creek Wastewater Plant is located at 816 Park Street, Azle, Texas. The plant produces between ~~two-five (25)~~ and ~~four-ten (410)~~ 20-30 yd roll-offs per week, depending on the time of year and the weather. There are two (2) roll-offs staged under the cover of the belt press building. The sludge discharge chute ~~is 65 1/2 inches high and the containers must be no higher than 60 inches (measured from the ground to the top)~~will accommodate up to a 30-yd roll-off. Transfers can be completed between the hours of 6:30 a.m. and 6:30 p.m., ~~Monday—Friday~~seven (7) days a week. Roll-off transfers can be scheduled 24 hours in advance, but roll-offs must be returned the same day so the plant operation is not interrupted.
- c) Transportation:
 - 1) The CONTRACTOR shall provide the equipment and personnel necessary to meet the removal and disposal requirements of the CITY.
 - 2) CONTRACTOR shall ensure trucks are properly maintained and operated to assure the safe transport from the City to the disposal site.
 - 3) CONTRACTOR shall be responsible for ensuring the CONTRACTOR'S equipment is compatible with the CITY'S loading area and loading equipment.
 - 4) The CONTRACTOR'S vehicles shall be cleaned as often as necessary to prevent the deposit of wastewater sludge or wastewater sludge material on the roadways or the generation of objectionable odors. This shall include, but not be limited to, external surfaces, wheels and undercarriages.
 - 5) The cleanup of any wastewater sludge, which is spilled or discarded in any location other than the site authorized for that purpose, shall be the sole responsibility of the CONTRACTOR and conducted by the CONTRACTOR at their expense, in accordance with all applicable laws, including, but not limited to,

notifying the appropriate authorities and submitting all regulatory documentation.

Should the CONTRACTOR fail to satisfactorily and expeditiously cleanup any spill which may occur, the CITY reserves the right to cleanup such spill, or arrange for its cleanup, and shall charge all costs thereof or related thereto back to the CONTRACTOR, and the CITY may offset any such charges against amounts owed to CONTRACTOR for other services provided under this Contract. Additionally, any penalties incurred, as a result of any such spill shall be charged to the CONTRACTOR, and the CITY may offset any such charges against amounts owed to CONTRACTOR for other services provided under this Contract.

- d) Estimated Quantities: The approximate amount of dewatered wastewater sludge produced by the Ash Creek Wastewater Treatment Plant is ~~150-125~~ to 200-2030-yd roll-offs per year. However, this is an estimate only, and the CITY does not make any warranty, representation or guaranty regarding the actual quantities the CONTRACTOR will be required to remove under this Contract. The CONTRACTOR shall bear the risk of any increased costs due to any deviation between the estimate and the actual amounts of dewatered wastewater sludge to be removed, transported and disposed of by the CONTRACTOR.

7. Miscellaneous

- a) Assignment of Contract: This Contract and any and all rights and obligations of CONTRACTOR hereunder may be assigned by Contract to any parent company, affiliate, or subsidiary of CONTRACTOR without the consent of the CITY, upon proof of compliance of such parent company, affiliate, or subsidiary with the requirements contained in this contract, including but not limited to posting of required bonds and proof of required insurance, but may be assigned to any other third party only with prior written consent of the City Council.
- b) Applicable Law and Venue: CITY and CONTRACTOR (and customers) shall comply with all rules and regulations of any federal, state, or local authority. In this regard, CONTRACTOR shall not be required to collect and dispose of any Special Wastes, or any other improper waste. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall receive a fee or charge mutually acceptable to CONTRACTOR and the party requesting disposal of such materials. CONTRACTOR further agrees to comply with all applicable state and federal laws regulating collection and disposal of waste, and to hold the CITY harmless of and from all claims and demands of any persons or governmental agency in connection with its landfills. Texas law, without reference to its choice-of-law rules shall apply, and this Contract will be fully performable in Tarrant and Parker Counties, Texas, and the parties agree that any litigation

relating to this contract will be filed in Tarrant County.

- c) Modifications of Rates - If CONTRACTOR incurs increases in its costs of operation which are beyond its control and have an adverse effect on CONTRACTOR'S ability to maintain a reasonable return for its service, then the CITY and CONTRACTOR agree that a rate adjustment may be negotiated if requested by CONTRACTOR. Any request by CONTRACTOR to adjust the rates must be accompanied by supporting documentation detailing the increased costs and their impact on the CONTRACTOR'S rate of return for providing the services described in the contract. The methodology for the annual rate adjustment shall be in accordance with the attached Exhibit B. This information will be provided each year prior to the contract anniversary date. The City Council, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, but such request shall not be unreasonably withheld.

It is further agreed by the parties hereto that all charges for services provided herein may be adjusted at any time for any federal, state or local authority compliance upon City Council's approval.

Should the CITY for any reason deny CONTRACTOR's request for rate increase as described above, then CONTRACTOR shall have the right to terminate the Agreement upon giving the City 120 day notice.

- d) Bad Debt Collections and Write-Offs: ~~The CITY will be responsible for all bad debts and, furtherance thereof, CITY agrees to use~~ reasonable diligence in the collection of each account, but does not guarantee its collection. The CITY will periodically review accounts for collection activity. Accounts may be written off as uncollectible after remaining unpaid for three (3) months or longer. CONTRACTOR'S payment will be adjusted for any accounts written off. CITY will provide information to CONTRACTOR for all accounts written off. CONTRACTOR reserves the right to collect those accounts deemed uncollectible by CITY. CONTRACTOR agrees to suspend service for any delinquent account at the direction of the CITY.
- e) Christmas Tree Recycling: CONTRACTOR shall collect Christmas Trees at curbside on two dates agreed upon by the CITY and CONTRACTOR and provide a free roll off at a site designated by the CITY at a date/time agreed upon by the CITY and CONTRACTOR whereby residents can dispose of Christmas Trees. CITY will be responsible for notifying residents of Christmas Tree disposal sites/dates/rules. CONTRACTOR will be responsible for transporting such trees to a site designated for mulching, ensuring all plastic and other contaminants have been removed from trees, and shall grind the trees into mulch for such use by

the CITY as it chooses. CONTRACTOR shall deliver mulch to a site designated by the CITY for its use or that of its residents free of charge.

- f) City Liaison: CONTRACTOR and CITY agree that the City Manager will be authority for the approval of charges for any service not contemplated by this Contract and for the disposition of any dispute between customer and CONTRACTOR. The CITY may designate a City employee to act as an enforcement officer hereunder and to act as a liaison between the CITY and CONTRACTOR.
- g) City Ordinances: CITY agrees to pass such ordinances as are necessary to effectuate all terms of this Contract including all duties and obligations required of residential and commercial customers.
- h) Contract Execution: This Contract may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.
- i) Contract Validity: If any provision or portion of this Contract is for any reason unenforceable, inapplicable, or invalidated then such provision or portion shall be reformed in accordance with applicable laws and the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable, inapplicable, or invalidated provision had never been contained herein. The invalidity, inapplicability, or unenforceability of any provision or portion of this Contract shall not affect the validity, applicability or enforceability of the other provisions or portions of this Contract.
- j) Performance Bond: CONTRACTOR shall be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000 and must remain in effect for the term of seven (7) years. The CONTRACTOR shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to the CITY on an annual basis for the duration of the contract. The surety on the bond shall be a duly authorized corporate surety to do business in the State of Texas.
- k) Contractor Liability/Insurance: CONTRACTOR assumes all risk of loss or injury to property or persons arising from any of its operation under this Contract, and agrees to indemnify and hold harmless the CITY from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury. It is expressly understood that the foregoing provisions shall not in any way limit liability of CONTRACTOR.

CONTRACTOR agrees to carry the following types of insurance:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit, Bodily injury and property damage combined
General Liability	\$1,000,000 Combined Single Limit, bodily injury and property damage combined
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Excess Liability Coverage	\$2,000,000 aggregate

CONTRACTOR agrees to furnish the CITY Certificates of Insurance evidencing that such insurance has been procured and is in place and should name the CITY as an additional insured (primary and non-contributory) on GL and Automobile and Umbrella Liability policies, with a waiver of subrogation on all policies, and include a 30 day notice of cancellation.

- l) Customer Service: CONTRACTOR shall provide responsive customer service and maintain sufficient staffing thereto. Any and all complaints and inquiries shall be resolved within forty-eight (48) hours. CONTRACTOR will pay a \$25.00 per occurrence penalty to CITY for each missed collection if not picked up within the remedy period provided herein. If the same address is missed and not picked up within the remedy period more than three times in any 90 day period, the penalty to be paid by CONTRACTOR shall be doubled. When a complaint is received on the day preceding a holiday or weekend, it shall be serviced by the end of the next working day.

The CONTRACTOR shall provide one contact person (name and phone number) for any and all complaints and requests from City staff. The CONTRACTOR shall monitor its own operations for efficiency and shall periodically perform customer satisfaction surveys.

CONTRACTOR shall provide the CITY with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of CONTRACTOR'S employees, agents and subcontractors.

- m) Free Service to CITY: CONTRACTOR shall provide free pickup and disposal of Acceptable Waste and Recyclable Materials for all City

Facilities and properties in manners specified in the RFP. The CITY shall also have dumping privileges during the term of this agreement. The CITY may bring material for disposal at the CWD transfer station of a cost of \$25 per ton.

CONTRACTOR agrees to provide five (5), 30-yard roll-off containers per year free of charge to be used at the discretion of the CITY, (i.e., Good Neighbors, neighborhood clean-ups). Any additional pulls beyond the five will be charged disposal only fees up to twelve (12) pulls per year. All pulls beyond twelve (12) will be charged regular rates. No rental or delivery fees will be charged for any containers.

CONTRACTOR agrees to participate in spring and fall community clean-up events each year, providing commercial containers and banners determined appropriate by the CITY and CONTRACTOR for each event.

- n) CONTRACTOR will provide free of charge to Azle residents a once monthly service for curbside collection of unbundled brush not to exceed 20 cubic yards. It is the intent of the CONTRACTOR to recycle the collection of monthly brush. Proper preparation of unbundled brush shall have all limbs with the trunks facing the street at a 90 degree angle. No limbs shall be greater than six (6) inches in diameter, weigh more than 50 pounds or be more than 15 feet in length. The brush pile must be free of all foreign debris. Some examples of foreign debris are: lumber, furniture, appliances, chain link or barbwire fencing.

- o) Holidays/Make-up Days: The holidays listed below are observed by the CITY and may be observed by the Contractor, at Contractor's choice, with no collection made on these holidays. CITY and CONTRACTOR agree the following days shall be recognized as holidays:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When a collection day is missed due to a holiday, CONTRACTOR will collect all acceptable waste/recycling on the next scheduled service date. The CITY will be responsible for notifying the public before each holiday set forth above that no collection will be made on said holiday. No adjustment or reduction in monthly customer service charges will be made as a result of the non-collection on holidays. If the On the first day of December each year, CONTRACTOR shall notify the CITY if it intends to provide believes exceptional circumstances warrant collection services on any of the designated holidays for the upcoming year-on a designated

~~holiday, approval shall be obtained from the City Manager or his designated representative, at least 24 hours for to allow for~~ timely notification of the affected customers of this holiday pick up.

- p) Hazardous and inclement weather days: On icy, snow or other hazardous or inclement weather days when public schools in the Azle ISD are closed, CONTRACTOR may elect to suspend service for that day, subject to notification of the City Manager, or his designated representative. No make-up day for missed weather day is required of CONTRACTOR. Upon notification from CONTRACTOR, the CITY shall be solely responsible for timely notifying customers of this temporary suspension of service.
- q) Interruption of Service: In the event the collection and disposal of Acceptable Waste or Recyclable Materials should be interrupted by any reason for more than forty-eight (48) hours, CITY shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide and protect public health and safety. CONTRACTOR must make reasonable efforts to cure said interruption as soon as possible. This includes, but is not limited to, the commercial use of roll offs.

If the interruption in service mentioned in the paragraph above continues for a period of seventy-two (72) hours, and is not caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, act of God, changes in laws statutes, regulations, or ordinances or other similar or different contingency beyond the reasonable control of the CONTRACTOR, then the CITY shall have the right to terminate or suspend the rights and privileges granted in this franchise, and arrange for either temporary or permanent alternative service, at its discretion.

- r) Investigations and Public Hearings: The City Council shall have full power to examine or cause to be examined at any time, and at all times, the books, papers, and records of CONTRACTOR with relation to the operation of the services set forth herein. In this connection, the CITY shall have the right, through its Council, to take testimony and compel the attendance of witnesses or the production of books, papers and records and to examine witnesses under oath and under such rules and regulations as it may adopt.
- s) Judicial Interpretation: CITY and CONTRACTOR agree that if any term or provision of this Contract is submitted to a court for judicial interpretation that such court shall not apply the presumption which results from the rule of construction that a document or its contents is to be construed against the person who himself or through his agent prepared the same.

- t) Non-Collection: Should a dispute arise between the CITY, CONTRACTOR and/or a customer as to whether the CONTRACTOR actually failed to make a collection (whether the CONTRACTOR missed a pickup) the decision of the City Manager in such manner shall be final and CITY and CONTRACTOR agree to abide by said decision. However, it is understood and agreed by and between CITY and CONTRACTOR that if any customer fails to timely and properly place brush, permanent containers, disposable containers, Recyclable Materials or commercial containers out, maintains improper or inadequate containers for the nature, volume or weight of Acceptable Waste or Recyclable Materials for collection, CONTRACTOR may refrain from collecting all or a portion of such Acceptable Waste or Recyclable Materials and shall notify CITY of the reason for non-collection. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the brush or containers out for collection).

CONTRACTOR'S notice to the customer shall be in writing, attached to the container or the front door of the residence or commercial business, and shall indicate the nature of the violation and the correction required in order that such waste or recycling materials may then be collected at the next regular collection date.

When CITY is notified by a customer that Acceptable Waste or Recyclable Materials have not been removed from his premises on the scheduled collection day and where neither no notice of non-collection nor a change in collection schedule has been received from CONTRACTOR, CITY shall investigate. If the investigation disclosed that CONTRACTOR has failed to collect Acceptable Waste or Recyclable Materials from the subject premises without cause, CONTRACTOR shall collect same within twelve (12) hours after a collection order is issued by CITY, at no additional charge.

- u) Records and Reports: The CITY shall have access at all reasonable hours to all CONTRACTOR'S records, customer service cards, and all papers relating to the operation of the services set forth herein. CITY shall have the right to audit CONTRACTOR'S records upon giving written notice.

The following records and reports shall be emailed monthly to the City Manager or his designee by the fifteenth (15th) day of each month in a format which can be electronically sorted as to each of the items specified below:

- 1) Complaint list containing at least the street address, nature of complaint, date and time of complaint and the date and time of resolution.

- 2) Adequate report on recyclable collections will be submitted and shall include the tonnage of recyclables.
- 3) A monthly listing of all commercial accounts served. This list shall include customer's name, address, frequency of pickup, size of container or type of service and charges for same.

CONTRACTOR shall present an Annual Review of operations to the City Council and Staff during the first quarter of each year.

- v) Spillage: CONTRACTOR shall be required to cleanup all spillage which may occur as a result of their collection activities. Should the CONTRACTOR fail to satisfactorily and expeditiously cleanup any spill which may occur, the CITY reserves the right to cleanup such spill, or arrange for its cleanup, and shall charge all costs thereof or related thereto back to the CONTRACTOR. Additionally, any penalties incurred, as a result of any such spill shall be charged to the CONTRACTOR.

CONTRACTOR will not be required to clean up or collect loose residential Acceptable Waste or Recyclable Materials not created by its operation, but if same is not collected by CONTRACTOR, CONTRACTOR shall report the location of such conditions to CITY so that proper notice can be given to the occupant of the residence to properly contain such waste or materials. Spillage or excess Acceptable Waste or Recyclable Materials at the location of commercial containers may be picked up by CONTRACTOR after the customer reloads the commercial container. CONTRACTOR shall then be entitled to, and shall receive, an extra collection charge for each reloaded container requiring an extra collection provided CONTRACTOR notifies CITY of such extra charge in time for same to be included by CITY in such customer's monthly bills. Should such commercial spillage continue to occur, CITY shall require the commercial customer and CONTRACTOR to increase the frequency of collection of such customer's Acceptable Waste container with a larger capacity and CONTRACTOR shall be compensated for such additional services.

- w) Public Education and Information: CONTRACTOR agrees to ~~send out~~create marketing materials as requested by the CITY, in hard copy or electronic format, in the CITY'S utility bills, at CONTRACTOR'S expense, updating citizens on solid waste policies, services and programs ~~in regards to recycling, bulk brush pick-up, yard waste reduction, Christmas Tree recycling, community clean-ups and other waste saving programs and events~~ as defined in this agreement.
- x) Termination for Cause: If, at any time, the CONTRACTOR shall fail to substantially perform terms, covenants or conditions herein set forth, the following steps shall be taken:

- 1) CITY shall notify the CONTRACTOR by registered or certified mail the specific reason in support of the CITY'S claim that the CONTRACTOR has substantially breached the terms and provisions of the contract. CONTRACTOR shall be allowed a fifteen (15) day period from the date of receipt of said notice from CITY to remedy any failure to perform.
- 2) Should the CONTRACTOR fail to remedy its performance deficiencies after fifteen (15) days, a hearing shall be held with the City Manager or his designated representative. Written notice shall be sent to the CONTRACTOR of the date and time of the hearing. If the City Manager or his designated representative finds that CONTRACTOR has failed to remedy performance deficiencies, he may order that a termination and/ or suspension hearing be held by the City Council or that a correction plan be approved to allow for the needed remediation by the CONTRACTOR.
- 3) Should the City Manager deem the CONTRACTOR to have failed to remedy performance, a hearing shall be conducted in public by the City Council. A notice shall be sent to the CONTRACTOR no earlier than ten (10) days before the scheduled hearing. The notice shall specify the time and place of said hearing and shall include the specific reasons in support of the CITY'S claim that the CONTRACTOR has substantially breached the terms and provisions of this contract. The CONTRACTOR shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in aforesaid notice. If, after said public hearing, the City Council makes a finding that the CONTRACTOR has failed to perform the contract, its clauses and tenants, the City Council may, by majority vote, or other voting rule as determined by the Council, suspend or terminate the contract. Any contract termination date shall be effective three (3) months from such findings. This Contract may, at the option of the CITY, be terminated in the event of bankruptcy, receivership, or assignment for the benefit of creditors by the CONTRACTOR.

zy) The parties agree that CONTRACTOR shall be an independent contractor, and not an employee of the CITY.

aa) Nothing contained in this contract shall be deemed a waiver of the CITY'S governmental immunity except to the extent expressly stated or necessarily implied herein.

bb) ~~The provisions of the Request for Proposal are incorporated herein as if such Proposal were stated herein verbatim. To the extent of any conflict, the provisions of this Contract shall control. This Agreement supersedes any and all other agreements, either oral or written, between the parties~~

hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect thereto.

IN WITNESS WHEREOF, the parties have executed this contract upon the year and date indicated beneath their signatures hereto.

CITY OF AZLE

COMMUNITY WASTE DISPOSAL

By: _____

By: _____

Date: _____

Date: _____

Title: _____

Title: _____

ATTEST:

CITY SEAL:

Yael Forgey, City Secretary

APPROVED AS TO FORM:

Cara Leahy White, City Attorney

Schedule A					
City of Azle Solid Waste Collection and Recycling Services					
For the period of:					
February 01, 2023 to January 31, 2024					
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>					
	Feb. 1, 2023 Azle Rate	Feb. 1, 2023 CWD Rate	Total Adjustment 2.3%	Jan. 31, 2024 CWD Rate	Jan. 31, 2024 Azle Rate
Front Load Commercial Trash Container Services					
3 Cubic Yard					
One time per week	\$135.07	\$120.21	\$2.76	\$122.97	\$130.35
Two times per week	\$188.73	\$167.97	\$3.86	\$171.83	\$182.14
Three times per week	\$250.37	\$222.83	\$5.13	\$227.96	\$241.63
Four times per week	\$315.74	\$281.01	\$6.46	\$287.47	\$304.72
Five times per week	\$378.38	\$336.76	\$7.75	\$344.51	\$365.18
4 Cubic Yard					
One time per week	\$164.36	\$146.28	\$3.36	\$149.64	\$158.62
Two times per week	\$223.78	\$199.16	\$4.58	\$203.74	\$215.97
Three times per week	\$296.78	\$264.13	\$6.07	\$270.20	\$286.42
Four times per week	\$380.74	\$338.86	\$7.79	\$346.65	\$367.45
Five times per week	\$404.43	\$359.94	\$8.28	\$368.22	\$390.31
6 Cubic Yard					
One time per week	\$211.29	\$188.05	\$4.33	\$192.38	\$203.92
Two times per week	\$293.99	\$261.65	\$6.02	\$267.67	\$283.73
Three times per week	\$421.17	\$374.84	\$8.62	\$383.46	\$406.47
Four times per week	\$488.51	\$434.77	\$10.00	\$444.77	\$471.46
Five times per week	\$640.96	\$570.45	\$13.12	\$583.57	\$618.58
8 Cubic Yard					
One time per week	\$250.01	\$222.51	\$5.12	\$227.63	\$241.29
Two times per week	\$453.01	\$403.18	\$9.27	\$412.45	\$437.20
Three times per week	\$537.38	\$478.27	\$11.00	\$489.27	\$518.63
Four times per week	\$708.63	\$630.68	\$14.51	\$645.19	\$683.90
Five times per week	\$851.02	\$757.41	\$17.42	\$774.83	\$821.32
Commercial Special Services					
Front Load Reloads					
3 Cubic Yard	\$70.08	\$62.37	\$1.43	\$63.80	\$67.63
4 Cubic Yard	\$73.99	\$65.85	\$1.51	\$67.36	\$71.41
6 Cubic Yard	\$77.90	\$69.33	\$1.59	\$70.92	\$75.18
8 Cubic Yard	\$87.61	\$77.97	\$1.79	\$79.76	\$84.55
Front Load Unscheduled					
3 Cubic Yard	\$114.56	\$101.96	\$2.35	\$104.31	\$110.56
4 Cubic Yard	\$116.69	\$103.85	\$2.39	\$106.24	\$112.61
6 Cubic Yard	\$120.98	\$107.67	\$2.48	\$110.15	\$116.76
8 Cubic Yard	\$125.38	\$111.59	\$2.57	\$114.16	\$121.01
Miscellaneous Front Load Charges					
Deodorize Containers	\$153.43	\$136.55	\$3.14	\$139.69	\$148.07
Gates (per pick-up)	\$14.15	\$12.59	\$0.29	\$12.88	\$13.65
Casters (per pick-up)	\$14.15	\$12.59	\$0.29	\$12.88	\$13.65
Locks (per pick-up)	\$14.15	\$12.59	\$0.29	\$12.88	\$13.65
Signed Receipts	\$14.15	\$12.59	\$0.29	\$12.88	\$13.65
Front Load Deliver or Exchange	\$153.43	\$136.55	\$3.14	\$139.69	\$148.07
Roll Off Services					
Open Tops					
Delivery	\$269.00	\$239.41	\$5.51	\$244.92	\$259.61
Weekly Rental	\$64.15	\$57.09	\$1.31	\$58.40	\$61.91
Haul 20 Yard **	\$522.88	\$465.36	\$10.70	\$476.06	\$504.63
Haul 30 Yard **	\$522.88	\$465.36	\$10.70	\$476.06	\$504.63
Haul 40 Yard **	\$522.88	\$465.36	\$10.70	\$476.06	\$504.63
Container Deposit	\$260.00	n/a	n/a	n/a	\$260.00
Compactors					
28 Yard Haul**	\$482.06	\$429.03	\$9.87	\$438.90	\$465.23
30 Yard Haul**	\$482.06	\$429.03	\$9.87	\$438.90	\$465.23
35 Yard Haul**	\$482.06	\$429.03	\$9.87	\$438.90	\$465.23
40 Yard Haul**	\$482.06	\$429.03	\$9.87	\$438.90	\$465.23
42 Yard Haul**	\$482.06	\$429.03	\$9.87	\$438.90	\$465.23

Schedule A					
City of Azle Solid Waste Collection and Recycling Services					
For the period of;					
February 01, 2023 to January 31, 2024					
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>					
	Feb. 1, 2023 Azle Rate	Feb. 1, 2023 CWD Rate	Total Adjustment 2.3%	Jan. 31, 2024 CWD Rate	Jan. 31, 2024 Azle Rate
** Disposal Per Ton	\$88.33	\$78.61	\$1.81	\$80.42	\$85.24
** Excess Payload Charge over 54,000 GVW per ton	\$220.80	\$196.51	\$4.52	\$201.03	\$213.09
Residential Temporary Roll Off Services					
12 Yard Open Top					
Delivery, 1 week rental & 1 haul (includes 2 ton of disposal)	\$732.52 \$0.00	\$651.94 \$0.00	\$14.99 \$0.00	\$666.93 \$0.00	\$706.95 \$0.00
disposal over 2 ton to 4 tons per ton	\$119.75	\$106.58	\$2.45	\$109.03	\$115.57
excess payload charge over 4 ton per ton	\$167.66	\$149.22	\$3.43	\$152.65	\$161.81
Commercial Temporary Roll Off Services					
30 Yard Open Top					
Delivery	\$217.89	\$193.92	\$4.46	\$198.38	\$210.28
Weekly Rental	\$78.26	\$69.65	\$1.60	\$71.25	\$75.53
Haul 30 Yard weekday **	\$843.74	\$750.93	\$17.27	\$768.20	\$814.29
Haul 30 Yard weekend ** (Includes 4 Ton of Disposal)	\$899.42	\$800.48	\$18.41	\$818.89	\$868.02
** Disposal Over 4 Tons Per Ton	\$102.21	\$90.97	\$2.09	\$93.06	\$98.65
** Excess Payload Charge over 54,000 GVW per ton	\$227.40	\$202.39	\$4.65	\$207.04	\$219.47



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Resolution No. 2023-12 suspending the effective date of Oncor Electric Delivery Company's requested rate change.

Background and Explanation:

On June 29, 2023, Oncor Electric Delivery Company LLC ("Oncor") filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") and Update Mobile Generation Riders. In the filing, Oncor is seeking an increase in distribution revenues of \$152.78 million. Oncor is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation. The updated Riders would allow Oncor to recover approximately an additional \$1.07 million.

The Oncor Cities Steering Committee ("OCSC") of which the City is a member intends to engage the services of a consultant, Mr. Karl Nalepa, to review Oncor's filing. Mr. Nalepa will conduct discovery and identify adjustments that should be made to Oncor's request.

Cities have jurisdiction over this matter. A draft resolution (No. 2023-12) is attached for Council consideration which will deny the DCRF application and authorize participation with consultants as outlined.

The Public Utility Commission of Texas's rules allow cities 60 days (deadline is August 28, 2023) to act on this type of application.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve Resolution No. 2023-12.

Attachments:

1. Resolution 2023-12

RESOLUTION NO 2023-12

A RESOLUTION OF THE CITY OF AZLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Azle Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC. ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately \$152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

SECTION 1.

That the City is authorized to participate with Cities in PUC Docket No. 55190.

Section 2.

That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3.

That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4.

That the Company shall continue to charge its existing rates to customers within the City.

Section 5.

That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7.

That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 1st day of August 2023.

Alan Brundrett, Mayor

ATTEST:

Yael Forgey, City Secretary



Presenter: Thomas Scott, Fire Chief

Agenda Item: Consider any action authorizing the City Manager to execute an interlocal agreement with the City of Everman to provide Fire/EMS dispatch services for the Fire Department.

Background and Explanation:

The Tarrant County Fire Alarm Center has provided emergency dispatch services (through the City of Saginaw) for the Fire Department for the past ten (10) years. On December 28, 2022, the Tarrant County Fire Alarm Center was relocated to the City of Everman Public Safety Dispatch Center in preparation of the City of Saginaw Fire Department relocating Station 1 to a new station.

On February 21, 2023, Council approved an amendment to the current Tarrant County Fire Alarm agreement transferring dispatch services to the City of Everman. For FY 2023-24, an interlocal agreement with the City of Everman needs to be executed for fire and EMS dispatch services. The cost of the agreement is \$38,500, which is an increase of 10 percent. The current cost includes the emergency medical dispatch (EMD), use of software subscriptions for mobile data terminals, phone app notifications for 25 members, and remote access to computer-aided dispatch (CAD).

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of the interlocal agreement.

Attachments:

1. AZLE - ILA Dispatch Services. 2023 reviewed

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF TARRANT §

This Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“Agreement”) is entered into by and between the City of Everman, Texas, a home-rule municipal corporation (“Everman”) and the City of Azle, Texas, a home-rule municipal corporation (“Azle”) by and through their authorized representatives. Everman and Azle are at times each referred to herein as a “Party” or collectively as the “Parties.”

RECITALS:

WHEREAS, Everman has established a comprehensive regional public safety and public service communications and dispatch center (“Communications Center”); and

WHEREAS, Everman’s Communications Center is equipped with radio, telephone and data equipment and is designated as an emergency 9-1-1 communications Public Safety Answering Point (“PSAP”); and

WHEREAS, Everman currently has equipment and operator capacity above and beyond the immediate needs of Everman and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Everman has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, Azle has requested that Everman provide emergency 9-1-1 communications and dispatch services to Azle as outlined in this Agreement, and Everman has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006 of the Texas Government Code, as amended; and

WHEREAS, the provision of emergency 9-1-1 communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the Parties; and

WHEREAS, Everman and Azle deem it to be in the best interest of both Parties to enter into this Agreement; and

WHEREAS, each Party paying for the performance of governmental functions or services will make payments from current revenues available to the paying Party and all payments are in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Everman and Azle hereby agree as follows:

Article I

Performance of Services

1.1 Everman shall provide to Azle, on a non-exclusive basis, emergency 9-1-1 communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials and general civil emergencies (collectively, "Services"). In order to facilitate the Services, Azle shall provide to Everman's communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Azle's operations.

1.2 Azle shall further be responsible for contacting and coordinating with Tarrant 9-1-1 and any other applicable agencies or authorities and take all actions necessary for establishment, configuration, and operation required to facilitate Everman's provision of the Services and for payment of all associated costs.

1.3 Without waiving any governmental immunity to which it is entitled, Everman agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Everman employees and agents in connection with the performance of the Services. Without waiving any governmental immunity to which it is entitled, Azle agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Azle employees and agents. It is also the responsibility of Azle to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations. The Parties understand and agree that this assignment of liability is intended to be different than liability that would otherwise be assigned pursuant to Government Code Section 791.006(a).

1.4 On an ongoing basis, Everman and Azle agree to provide complete and adequate training to personnel selected by Azle and/or Everman in the use of the Communications Center.

1.5 It is specifically agreed and understood by the Parties hereto that no property rights are granted under this Agreement.

1.7 Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be in writing and forwarded to the persons designated below for receipt of notices. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1.6 above.

1.8 It is understood by the Parties that unforeseen circumstances may arise which prevent Everman from providing Services at a particular time, however, Everman agrees that it has the duty and responsibility of rendering Services twenty-four hours per day, seven days a week to citizens of both Everman and Azle.

1.9 There is hereby created a Chiefs Advisory Board. During the term of this Agreement, the Chiefs Advisory Board shall be composed of the Police and Fire Chiefs from Everman, the Police and Fire Chiefs from Azle, the police chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for police dispatch services with Everman, and the fire chief(s) from any other cities or entities that enter into a similar Interlocal Agreement for fire dispatch services with Everman. The Everman Chief of Police shall be the Chairman of the Chiefs

Advisory Board and shall have the authority to call meetings of the Chiefs Advisory Board. A majority of the members of the Chiefs Advisory Board constitutes a quorum to conduct business. The Chiefs Advisory Board will, by majority vote of the full membership, set policies and procedures for personnel and equipment required for the provision of Services under this Agreement, including but not limited to criteria for determination of priorities in the dispatching and use of equipment and personnel.

Article II Term

The term of this Agreement shall commence on Effective Date and shall terminate five (5) years after the Effective Date ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for two (2) successive five (5) year periods ("Renewal Terms"), unless terminated earlier by either Party in accordance with this Agreement.

Article III Termination

3.1 This Agreement may be terminated on the occurrence of either of the following:

- (a) Either Party may terminate the Agreement by providing the other Party written notice of termination at least one hundred and eighty (180) days prior to the anticipated date of termination; or
- (b) Mutual agreement of termination of the Agreement, executed in writing by both Parties, without the requisite one hundred and eighty (180) days prior written notice.

3.2 In the event of a termination, Everman shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Everman be over-compensated on a pro-rata basis for all Services performed to the termination date, Azle shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Everman, this Agreement may be terminated or renegotiated in the event Azle annexes additional territory into its corporate limits and/or increases the area the Azle services. Immediately upon the completion of any annexation proceedings, Azle shall notify Everman of the annexation, in writing, and provide Everman with a legal description of the annexed area.

Article IV Fee for Services

4.1 Azle, out of current available revenue, shall annually pay to Everman the amounts set forth below as compensation for Everman's provision of the Services during the Term and each

Renewal Term of this Agreement, except as otherwise provided in this Section (the “Annual Compensation Amount”). Such amount is based upon the annual costs incurred by Everman in order to fulfill Everman’s obligations under this Agreement. Azle shall pay the Annual Compensation Amount to Everman annually on or before the Effective Date of this Agreement and each annual anniversary of the Effective Date thereafter during the Term and each Renewal Term of this Agreement. The Annual Compensation Amount for the first year of the Primary Term under this Agreement shall be \$38,500.00, subject to sections 4.2 and 4.3 of this Agreement. For each year of the Primary Term thereafter and for any year of a Renewal Term, the Annual Compensation Amount shall be set in accordance with the provisions of sections 4.2 and 4.3 of this Agreement.

4.2 For the second through fifth years of the Primary Term and for any year of a Renewal Term, the Parties may, by mutual agreement, leave unchanged or decrease the Annual Compensation Amount. If increases are needed for costs for providing the Services, the increases shall be communicated by Everman to Azle in writing on or before March 1 of each year during the Primary Term and any Renewal Term. To the extent that the total amount of any such increases communicated by Everman would be in excess of fifteen percent (15%) of the full amount of Azle’s payment due for the then-current term, Azle may, at its discretion, elect to terminate this Agreement by providing Everman written notice of termination at least one hundred and eighty (180) days before the start of the next successive Primary or Renewal Term (i.e. on or before July 5 of the then-current year). In such an event, this Agreement shall be deemed to terminate immediately before said Primary or Renewal Term would have commenced and the Parties shall have no further obligations under this Agreement.

Article V Indemnification

5.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

5.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, 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 GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO.

5.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

**Article VI
Miscellaneous Provisions**

5.1 Consideration. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

5.2 Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Azle, to:	City of Azle Attn: _____ 505 W. Main St Azle, Texas 76020
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If to Everman, to:	City of Everman Attn: Craig Spencer City Manager 212 N. Race Street Everman, Texas 76140
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5.3 Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties

5.4 Venue and Governing Law. This Agreement is performable in Tarrant County, Texas and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas, and both Parties agree that venue shall be in Tarrant County, Texas.

5.5 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

5.6 Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary

action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.7 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party fifteen (15) days written notice of its intent to terminate.

5.8 **Amendments.** Everman and Azle may amend this Agreement only by mutual agreement of the Parties in writing.

5.9 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

5.10 **Assignment.** Except as may be permitted under this Agreement, the Agreement may not be assigned by any Party without the prior written consent of the other Party.

5.11 **Force Majeure.** In the event that any performance by either Everman or Azle 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, by and act of State, by strikes, fire or flood, pandemic, or by the occurrence of any other event or development beyond the control of either Everman or Azle; either Party, as applicable, shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated or for Everman or Azle to have effected a reasonable recovery therefrom, as the case may be. Everman acknowledges, however, the vital importance of the services provided under this Agreement and, therefore, will undertake all steps necessary to ensure that said services are uninterrupted by any Force Majeure event, to the fullest extent possible. Failure of Everman to implement steps necessary to avoid interruption caused by a Force Majeure event will be deemed a breach of this Agreement.

5.11 **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, that each Party has had an opportunity to confer with counsel, on the matters contained herein.

5.12 **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all Parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

5.13 **Independent Contractor.** Except as otherwise expressly provided herein, Azle and Everman agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

5.14 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the Agreement is effective on this the ____ of _____, 2023 (the “Effective Date”).

CITY OF AZLE, TEXAS

CITY OF EVERMAN, TEXAS

Tom Muir, City Manager

Craig Spencer, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Yael Forgey, City Secretary

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John Oliver, Asst. City Attorney
(051923vwtTM135151)



Presenter: Ben Hall, Police Chief

Agenda Item: Consider any action authorizing the City Manager to execute an agreement with the Azle Independent School District (AISD) to provide School Resource Officers (SROs) for the 2023-24 school year.

Background and Explanation:

Since 1997, the City has contracted with AISD to provide a School Resource Officer (SRO) Program to increase security, police presence, and capabilities at their campuses. These officers are solely assigned to AISD, but they work under the direction of the Chief of Police, or his designated representative, for the entire school year (approximately ten (10) months). In the past few years, the Program included a Police Sergeant who maintained an office at Azle High School and managed four (4) SROs (including one (1) corporal). With the development and staffing of a new police department for AISD, our presence has lessened from five (5) total officers to two (2). This is part of a planned withdrawal of Azle Officers as AISD fills its positions at each school.

For FY2023-24, the cost of the two (2) officers for ten (10) months is \$163,873.42. These costs include salaries, benefits, equipment (vehicle, fuel, uniforms, etc), and training. AISD has agreed to pay \$150,000 toward the Program. The attached agreement reflects this amount.

While not certain, this year will likely be the last year that the district uses our officers, as it is anticipated AISD PD will be fully staffed. We anticipate maintaining a close working relationship between the two departments in the future.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve the attached interlocal agreement.

Attachments:

1. Contract - SRO 2023-2024

CONTRACT
School Resource Officer
2023-2024

This contract is made by and between the Azle Independent School District, herein called "District" and the City of Azle, here in called "City", for the purpose of establishing the terms under which the City shall provide the District with School Resource Officers ("SROs") and the compensation, which shall be paid the City by the District therefore.

W I T N E S S E T H

For and in consideration of the mutual undertakings herein set forth, City and District agree as follows:

I

The City agrees to assign two (2) TCOLE-certified police officers to serve as School Resource Officers (SRO's) for the District.

II

The SRO's are employees of the City of Azle Police Department and shall be assigned by and be responsible to the Azle Police Chief or his designee. The District shall be involved and have input in the process of selecting the SRO's. If the District is not satisfied with the performance of an officer assigned to the District, the Superintendent or designated representative, may request the Police Chief replace the officer and the Chief will make every reasonable effort to do so.

The City of Azle shall submit a signed Criminal Background Check Consent form to the District Personnel Office for the officers selected as an SRO and any other officer that may be used as a temporary replacement. In addition to any previous Criminal Background Check that may have been conducted, the District may conduct a Criminal Background Check on an SRO and any other officer that may be used as a temporary replacement. The City of Azle and the District will not use a person as the SRO until such action has been completed and the results are on record.

III

The SRO's shall have the schools within the District assigned as his/her primary duty and will not regularly be assigned additional police duties. However, the City reserves the right to temporarily reassign an officer in the event of an emergency.

IV

The City shall provide law enforcement training and certification, vehicles and police equipment, including communications equipment necessary to allow the SRO's to communicate with the police department and other officers. The District shall provide the SRO's an office, telephone and any radio equipment necessary to allow the officers to communicate with school staff if desired by the District.

V

The SRO's shall be available as a resource person to provide instruction, lead discussions, or offer information on topics on which the officer has special competence due to

law enforcement training. The SRO's shall not be utilized as a substitute teacher. The officers shall also attempt to identify and counter deviant behavior such as gang activity or drug use through information and other assistance.

VI

The SRO's shall provide a uniformed police presence to improve the safety of the students and faculty, and provide campus security. Specifically, the SRO's shall conduct police activities, investigations, crime reduction and safety programs within the schools of the District, provide police protection to school property, personnel and students, and serve as liaison between the schools, the police department, sheriff's departments, juvenile officials, probation officials, courts, and other agencies of the justice system.

Confidentiality: The City of Azle and the SRO's shall keep all information regarding the District's students and employees confidential, except that which is generic aggregated evaluation data. The Texas Open Records Act and FERPA shall guide this contract and only that allowed or prescribed in the Texas Open Records Act and FERPA as confidential shall be considered as such. "Notwithstanding anything in this section to the contrary, the City shall have no duty to keep confidential any information which the City determines is public under the Texas Open Records Act and FERPA, or which is ordered disclosed by the Attorney General or which is subject to a valid subpoena.

VII

Each SRO shall make himself/herself visible in a public relations role in order to provide a high visibility crime deterrent on school property in order to effectively promote security and order in the schools.

VIII

The SRO's will not become involved in the school disciplinary process. The SRO's will allow school personnel to handle all such matters except in an emergency. The SRO's will not be present during disciplinary actions by school personnel or during counseling of students who have violated school regulations or conferences with parents unless there is a potential threat of violence or injury.

IX

The City shall assign the SRO's to work those hours as agreed upon by the City and District. Workdays will be Monday through Friday with Saturdays and Sundays off unless otherwise directed.

X

The SRO's shall complete a daily activity report, which shall be submitted to the proper designated school official.

XI

The actual costs of salary, benefits, equipment training, and travel for the assigned SRO's is \$ 163,873.42. The District agrees to pay the City \$ 150,000.00, which shall be billed quarterly and due on or before October 1, December 1, March 1, and June 1.

XII

This agreement shall be effective September 1, 2023 and shall expire August 31, 2024. Either the City or District may cancel this contract by giving the other party 30 days written notice of cancellation.

XIII

The District Superintendent and Chief of Police, or their designees, are authorized to establish and modify rules and regulations concerning the SROs' duties and schedule so long as both agree to such changes in writing.

XIV

The City waives releases, indemnifies, and holds harmless the District from any and all claims, damages, injuries, causes for action or lawsuits including attorney fees and court costs arising out of the acts or omissions of an SRO. The District waives releases, indemnifies, and holds harmless the City from any and all claims, damages, injuries, causes for action or lawsuits including attorney fees and court costs arising out of the acts or omissions of the District including, but not limited to, simply having an SRO present.

XV

The School Resource Officer Program General Order, hereto attached, is part of this contract, and will remain in effect unless changed by the Chief of Police and the Azle Independent School District.

AGREED TO: AZLE INDEPENDENT SCHOOL DISTRICT

BY: _____
President, Board of Trustees

ATTEST:

Board Secretary

Date: _____

AGREED TO: CITY OF AZLE

BY: _____
City Manager

ATTEST:

City Secretary

Date: _____



Presenter: Ben Hall, Police Chief

Agenda Item: Conduct a public hearing for the Crime Control and Prevention District's Proposed FY 2023-24 budget

Background and Explanation:

As required by statute, the CCPD Board held a public hearing concerning the District's proposed FY2023-24 budget on June 22, 2023. No public comment was offered. On July 6, 2023, the CCPD Board unanimously approved the District's budget as proposed by staff and recommended approval.

The City Secretary's office received the CCPD Board recommended budget on July 7, 2023, and a copy was provided to City Council for review. Public Notice was published in the *Tri County Reporter* on July 20, 2023, for the statutorily required public hearing to be held by Council on August 1, 2023.

Board/Commission/Committee Recommendation:

As stated, the proposed FY 2023-24 budget was unanimously approved by the CCPD Board on July 6, 2023.

Staff Recommendation:

N/A.

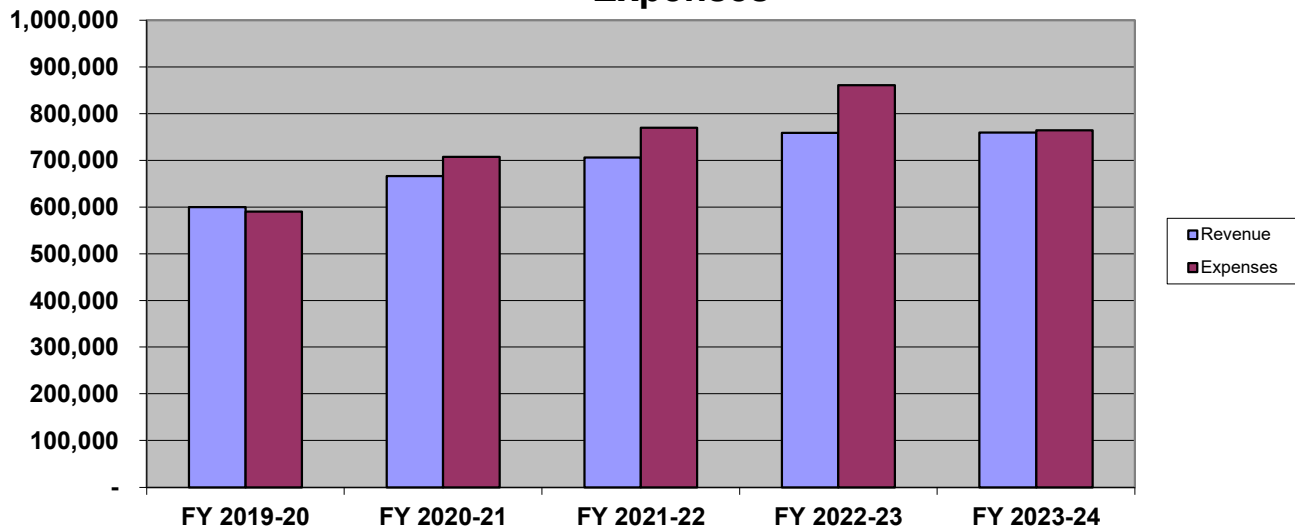
Attachments:

1. CCPD FY 2023-24 Proposed Budget

City of Azle
Crime Control Prevention District
Summary of Revenues and Expenses
FY 2023-24

	<u>Actual</u> <u>FY 2019-20</u>	<u>Actual</u> <u>FY 2020-21</u>	<u>Actual</u> <u>FY 2021-22</u>	<u>Budget</u> <u>FY 2022-23</u>	<u>Estimated</u> <u>FY 2022-23</u>	<u>Proposed</u> <u>FY 2023-24</u>	<u>Board Rec.</u> <u>FY 2023-24</u>	<u>Approved</u> <u>FY 2023-24</u>
Beginning Balance	417,595	426,885	385,955	322,339	322,339	220,307	220,307	220,307
<u>Revenue</u>								
Sales Tax	596,214	644,036	702,590	680,000	750,000	750,000	750,000	
Interest Income	3,421	187	2,247	500	9,000	9,500	9,500	
Miscellaneous Revenue	-	22,612	1,670	-	-	-	-	
Total Revenue	599,636	666,834	706,506	680,500	759,000	759,500	759,500	-
<u>Expenses</u>								
Personnel Services	224,991	271,341	413,541	418,157	343,022	310,994	310,994	-
Supplies	43,042	21,337	46,877	95,761	120,153	102,909	102,909	-
Maintenance	632	22,952	5,671	18,634	18,634	1,410	1,410	-
Contractual Services	110,253	154,392	184,958	232,316	242,073	242,026	242,026	-
Capital Outlay	146,316	172,631	101,083	52,000	113,000	-	-	-
Debt Service	65,111	65,111	17,992	24,150	24,150	107,087	107,087	-
Total Expenses	590,345	707,764	770,122	841,018	861,032	764,426	764,426	-
Ending Balance	426,885	385,955	322,339	161,821	220,307	215,381	215,381	220,307

**Crime Control & Prevention District Fund Revenue vs.
Expenses**



<u>DEPARTMENT</u>	<u>CCPD Fund</u>	<u>ACCOUNT</u>
Public Safety		15-509

PURPOSE STATEMENT:

To provide funding for crime control and crime prevention programs including personnel, administration, expansion, enhancement, and capital expenditures pursuant to Local Government Code, Title 11, Public Safety, Subtitle C, Chapter 363.

GOALS AND OBJECTIVES:

KEY POINTS OF PROPOSED BUDGET:

Personnel Services: Sergeant position no longer carried in the CCPD budget.

Supplies: Funds requested for replacement rifles, laptops, and radio cradle points.

Contractual Services: Additional funds requested for staff training and services rendered by Alliance for Children.

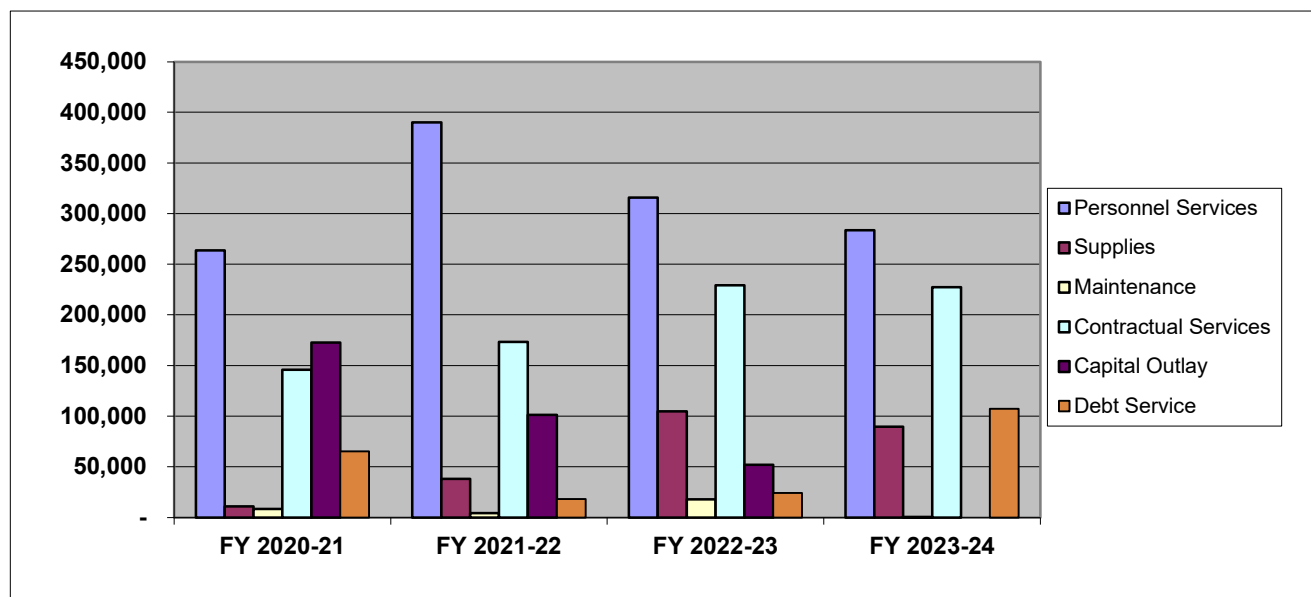
Debt Service: Additional funds requested for the lease purchase of new body-worn cameras and replacement radios.

KEY INDICATORS OF PERFORMANCE:

FY 21-22	FY 22-23	FY 23-24
Actual	Estimate	Projection

<u>DEPARTMENT</u>	<u>CCPD Fund</u>					<u>ACCOUNT</u>
Public Safety						15-509

<u>BUDGET SUMMARY:</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2023-24</u>	<u>FY 2023-24</u>
	Actual	Actual	Actual	Estimated	Proposed	Board Rec.	Budgeted
Personnel Services	220,828	263,677	390,111	315,683	283,655	283,655	-
Supplies	32,089	10,803	38,096	104,773	89,384	89,384	-
Maintenance	111	8,394	4,165	17,634	410	410	-
Contractual Services	104,237	145,704	173,245	229,173	227,416	227,416	-
Capital Outlay	146,316	172,631	101,083	52,000	-	-	-
Debt Service	65,111	65,111	17,992	24,150	107,087	107,087	-
Total	568,691	666,320	724,692	743,413	707,952	707,952	-



<u>PERSONNEL:</u>	<u>Salary Range</u>		<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2023-24</u>	<u>FY 2023-24</u>
			Actual	Proposed	Board Rec.	Budgeted
Police Officer	59,116	81,555	1.00	1.00	1.00	
Property & Evidence Tech	40,012	55,200	1.00	1.00	1.00	
Park Monitor	31,451	31,451	1.00	1.00	1.00	
Total Personnel			3.00	3.00	3.00	0.00
Total Personnel			6.00	6.00	6.00	0.00

DEPARTMENT

Public Safety

CCPD Fund**ACCOUNT**

15-509

ACCT#	ACCOUNT DESCRIPTION	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budgeted FY 2022-23	Estimated FY 2022-23
8002	SALARIES	118,394	117,464	205,783	222,600	152,600
8004	SALARIES / PART TIME	-	8,369	25,591	28,088	28,088
8007	LONGEVITY	292	388	1,684	1,780	1,780
8008	OVERTIME	51,992	79,729	72,422	57,582	57,582
8010	INCENTIVE PROGRAM	1,865	2,108	4,595	2,100	2,100
8012	RETIREMENT - TMRS	21,837	25,233	39,237	40,263	38,263
8014	HEALTH & DENTAL INSURANCE	19,372	22,427	28,563	26,274	24,274
8015	DISABILITY INSURANCE	1,777	2,041	2,907	2,503	2,503
8016	MEDICARE	2,247	2,938	4,183	4,500	4,000
8018	FICA	6	-	8	-	-
8020	UNEMPLOYMENT TAX	432	756	36	540	405
8022	WORKER'S COMPENSATION	2,615	2,223	5,102	4,588	4,088
8080	PERSONNEL - OTHER	-	-	-	-	-
8000	PERSONNEL SERVICES	220,828	263,677	390,111	390,818	315,683
8102	OFFICE SUPPLIES	79	374	-	-	-
8104	GENERAL SUPPLIES	2,118	740	462	-	-
8105	CLOTHING/UNIFORM	348	-	22	100	10,100
8106	PRINTING	-	-	-	-	-
8108	POSTAGE	-	47	54	-	-
8112	FUEL EXPENSE	-	-	-	-	-
8114	MINOR EQUIPMENT	28,811	9,618	16,642	48,197	48,197
8118	SAFETY EQUIPMENT	-	-	8,859	28,084	28,084
8128	COMPUTER SYSTEMS	733	25	12,056	4,000	18,392
8180	SUPPLIES - OTHER	-	-	-	-	-
8100	SUPPLIES	32,089	10,803	38,096	80,381	104,773
8206	MAINTENANCE - EQUIPMENT	111	249	3,325	410	410
8210	MAINTENANCE - VEHICLES	-	8,145	840	17,224	17,224
8280	MAINTENANCE - OTHER	-	-	-	-	-
8200	MAINTENANCE	111	8,394	4,165	17,634	17,634
8301	LESS LETHAL FORCE	989	2,372	2,073	13,948	13,948
8303	SHATTERED DREAMS	-	-	-	5,000	5,000
8304	RAPID RESPONSE TEAM	-	2,056	12,779	5,000	5,000
8305	CITIZEN'S POLICE ACADEMY	-	-	595	1,313	1,313
8306	CRISIS INTERVENTION TEAM	-	-	-	3,000	3,000
8307	PROJECT GRADUATION	-	-	-	-	-
8309	YOUTH OUTREACH PROGRAMS	1,633	3,330	6,908	10,000	10,000
8310	INSURANCE-PUBLIC OFF. BOND	620	260	-	910	910
8311	BICYCLE/SKATEBOARD SAFETY	499	1,462	1,000	1,000	1,000
8312	LEGAL NOTICES / ADVERT.	27	21	27	-	-
8313	NEIGHBORHOOD SERVICES	-	-	-	-	-
8314	PROFESSIONAL SERVICES	6,658	3,440	10,261	17,120	17,120
8319	BICYCLE PATROL	-	-	-	-	-
8324	TELECOMMUNICATION	13,252	14,830	18,878	13,356	13,356
8326	ELECTION EXPENSE	-	5,211	-	-	-
8344	EQUIPMENT RENTAL	605	-	81	-	-
8350	SPECIAL EVENTS	226	-	-	-	-
8354	TRAVEL & TRAINING	17,321	47,065	29,376	42,000	42,000

Proposed FY 2023-24	Board Rec. FY 2023-24	Approved FY 2023-24	ACCT#
127,818	127,818		8002
31,451	31,451		8004
676	676		8007
57,582	57,582		8008
2,100	2,100		8010
38,177	38,177		8012
17,546	17,546		8014
1,143	1,143		8015
3,144	3,144		8016
-	-		8018
405	405		8020
3,613	3,613		8022
-	-		8080
283,655	283,655	-	8000
-	-		8102
-	-		8104
100	100		8105
-	-		8106
-	-		8108
-	-		8112
22,200	22,200		8114
28,084	28,084		8118
39,000	39,000		8128
-	-		8180
89,384	89,384	-	8100
410	410		8206
-	-		8210
-	-		8280
410	410	-	8200
13,948	13,948		8301
5,000	5,000		8303
5,000	5,000		8304
1,313	1,313		8305
3,000	3,000		8306
-	-		8307
10,000	10,000		8309
910	910		8310
1,000	1,000		8311
-	-		8312
-	-		8313
19,120	19,120		8314
-	-		8319
13,356	13,356		8324
-	-		8326
-	-		8344
-	-		8350
48,000	48,000		8354

ACCT#	ACCOUNT DESCRIPTION	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budgeted FY 2022-23	Estimated FY 2022-23
8356	DUES & SUBSCRIPTIONS	3,899	4,416	1,536	-	-
8358	COMPUTER SYSTEMS & FEES	58,232	60,993	89,500	81,500	91,257
8380	CONTRACTUAL SERVICES - OTHER	-	-	-	24,769	24,769
8382	CRIME CONTROL ADMINISTRATION	275	248	230	500	500
8300	CONTRACTUAL SERVICES	104,237	145,704	173,245	219,416	229,173
8504	MOTOR VEHICLES	52,135	172,631	101,083	52,000	52,000
8508	MACHINERY & EQUIPMENT	22,099	-	-	-	-
8514	COMPUTER SYSTEMS	-	-	-	-	-
8521	COMMUNICATION SYS. UPGRADE	72,082	-	-	-	-
8580	CAPITAL OUTLAY - OTHER	-	-	-	-	-
8500	CAPITAL OUTLAY	146,316	172,631	101,083	52,000	52,000
9014	LEASE PURCHASES	65,111	65,111	17,992	24,150	24,150
9080	DEBT SERVICE - OTHER	-	-	-	-	-
9000	DEBT SERVICE	65,111	65,111	17,992	24,150	24,150
	DEPT TOTAL	568,691	666,320	724,692	784,399	743,413

Proposed FY 2023-24	Board Rec. FY 2023-24	Approved FY 2023-24	ACCT#
-	-		8356
81,500	81,500		8358
24,769	24,769		8380
500	500		8382
227,416	227,416	-	8300
-	-		8504
-	-		8508
-	-		8514
-	-		8521
-	-		8542
-	-	-	8500
107,087	107,087		9014
-	-		9080
107,087	107,087	-	9000
707,952	707,952	-	

Request Title Body Worn Cameras

Ranking 1

Department CCPD-Public Safety (509)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

Our body-worn cameras are out of warranty and continue being sent off for repair. The magnetic mounts that attach the body-worn cameras on the officer's uniform are no longer being made. The lease purchase for the newer version of the WatchGuard body-worn camera is five years and has a five-year warranty. The first year's cost is 20,937.00, the second year is 21,168.00, the third year is 21,168.00, the fourth year is 21,168.00, and the fifth year is 21,168.00 for a total of 105,609.00.

Consequences if denied.

Video from body-worn cameras will be unavailable leading to potential officer safety and other liability issues.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$20,937
Capital Outlay	\$0
Total	\$20,937
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$20,937

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: Body Worn Cameras

Page 2

Section A: Personnel Costs *If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section*

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
9014	WatchGuard Body-Worn Camera System	\$20,937	Recurring	\$20,937
				\$0
				\$0
				\$0
				\$0

Total Supplies, Maint. & Services

Section C: Capital Outlay *(Fill in account and description below; do not aggregate accounts)*

Acct. #	Description	Amount	One-Time or Recurring	Total
				\$0
				\$0
				\$0

Total Capital Outlay

\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions

\$0

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets

\$0

Net Fiscal Impact

\$20,937

Request Title Mobile Radios/Cradle Points

Ranking 2

Department CCPD-Public Safety (509)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

Our current portable radios are out of warranty and the fee to have them looked to determine what has malfunctioned with the radio is \$825.00 per radio. We are requesting to purchase (30) Motorola APX NEXT Single Band Radios and associated features and costs for approximately \$264,000. This is a lease purchase for five years with a yearly cost of \$62,000. The APX radio has GPS capability and it also has the ability to have radio channels added via the cloud instead of the radio being sent to a facility for manual add of channels. The new portable radios would be under warranty and this would cover repairs and replacements. The cradle points would allow for the police vehicles and command units to have constant connection for the mobile computers which provide up to date information on calls and provide an officer safety aspect to receiving information on dangerous or violent individuals. The cost for (21) cradles is \$29,000.00.

Consequences if denied.

We will not be able to efficiently communicate and will cause officer safety concerns.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$91,000
Capital Outlay	\$0
Total	\$91,000
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$91,000

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: Mobile Radios/Cradle Points

Page 2

Section A: Personnel Costs If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
9014	Portable Radios	\$62,000	Recurring	\$62,000
8128	Cradle Points	\$29,000	One-Time	\$29,000
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$91,000

Section C: Capital Outlay (Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
				\$0
				\$0
				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions **\$0**

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets **\$0**

Net Fiscal Impact **\$91,000**

Request Title Alliance For Children

Ranking 3

Department CCPD-Public Safety (509)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

We are requesting a budget increase of \$2000.00 dollars due to the Alliance for Children increasing their fees by this amount and totaling the amount to \$4,083.00.

Consequences if denied.

They may deny a victimized child of needed services.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$2,000
Capital Outlay	\$0
Total	\$2,000
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$2,000

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: Alliance For Children

Page 2

Section A: Personnel Costs If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8314	Alliance for Children fees	\$2,000	Recurring	\$2,000
				\$0
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$2,000

Section C: Capital Outlay (Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
				\$0
				\$0
				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions **\$0**

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets **\$0**

Net Fiscal Impact **\$2,000**

Request Title Patrol Rifles

Ranking 4

Department CCPD-Public Safety (509)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

This \$7200 will allow us to replace rifles purchased between 2003 and 2009. Long rifles have a limited service life as barrels and internal components wear over time.

Consequences if denied.

We will maintain the existing rifles and will continue to add to next year's budget.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$7,200
Capital Outlay	\$0
Total	\$7,200
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$7,200

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: Patrol Rifles

Page 2

Section A: Personnel Costs *If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section*

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8114	(4) Patrol Rifles	\$4,000	Recurring	\$4,000
8114	(4) Rifle Slings	\$300	Recurring	\$300
8114	(4) Rifle Cases	\$300	Recurring	\$300
8114	(4) Rifle Lights	\$800	Recurring	\$800
8114	(4) Rifle optics	\$1,800	Recurring	\$1,800
Total Supplies, Maint. & Services				\$7,200

Section C: Capital Outlay *(Fill in account and description below; do not aggregate accounts)*

Acct. #	Description	Amount	One-Time or Recurring	Total
				\$0
				\$0
				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions \$0

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets \$0

Net Fiscal Impact \$7,200

Request Title Patrol Laptops

Ranking 5

Department CCPD-Public Safety (509)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

The recurring \$6000.00 dollars will allow us to purchase (3) new laptops for the patrol vehicles each year and retire the older laptops that are no longer under warranty and require maintenance issues.

Consequences if denied.

We will maintain the existing laptops and will continue to add to next years budget.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$6,000
Capital Outlay	\$0
Total	\$6,000
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$6,000

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: Patrol Laptops

Page 2

Section A: Personnel Costs If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8128	(3) Laptop computers for patrol	\$6,000	Recurring	\$6,000
				\$0
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$6,000

Section C: Capital Outlay (Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
				\$0
				\$0
				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions **\$0**

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets **\$0**

Net Fiscal Impact **\$6,000**

Request Title Remove Administrative Sergeant Position

Ranking 6

Department CCPD-Public Safety (509)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

We request that the administrative Sergeant position be removed from the CCPD. The position has been reclassified as an Administrative Corporal, and a request was made to have it funded out of the General Fund Budget.

Consequences if denied.

Continuing to fund positions in the CCPD prevents the police department being able to use the CCPD to keep up with current technology and best practices to the degree we need to. Using technological advances will increase the efficiency of the department which will provide better service to the citizens of Azle, while increasing officer safety and improved administrative functions. Removing this position to the General Fund will allow us greater flexibility while keeping the overall budget impact to the city the same.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$0
Capital Outlay	\$0
Total	\$0
Budget Reductions	(\$129,871)
New Revenue	\$0
Net Fiscal Impact	(\$129,871)

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: Remove Administrative Sergeant

Page 2

Section A: Personnel Costs If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
			Recurring	
				\$0
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$0

Section C: Capital Outlay (Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
				\$0
				\$0
				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring
Admin Sergeant	8002	(\$129,871)	Recurring

Total Budget Reductions (\$129,871)

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets \$0

Net Fiscal Impact -\$129,871

Request Title Training

Ranking 7

Department CCPD-Public Safety (509)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

We are asking for an additional \$6,000.00 dollars for training. We added more leadership and Active Shooter training to this budget item. Due to the changing times in the police field, we need to add training to assist our officers and leadership team with these demands so they will be successful in their work environment.

Consequences if denied.

We will not receive the additional training to assist the needs of our community.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$6,000
Capital Outlay	\$0
Total	\$6,000
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$6,000

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: Training

Page 2

Section A: Personnel Costs If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8354	Training	\$6,000	Recurring	\$6,000
				\$0
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$6,000

Section C: Capital Outlay (Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
				\$0
				\$0
				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions **\$0**

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets **\$0**

Net Fiscal Impact **\$6,000**

Dept. Code	EMPLOYEE	Position Title	Base Salaries	Dept Allocation	Med Hosp Tax 1.45%	Soc Sec Tax 6.2%	Unempl Ins TWC	Workers Comp Prem	Health Insurance	Dental Ins	Life Ins	TMRS 7%	Projected Disability Costs
15-509	Pendley, Lori	Police Officer	70,688	70,688	1,025		135	1,507	8,268	505	63	12,445	751
15-509	McClure, Hayley	Prop. & Evidence Tech	53,262	53,262	772		135	87	8,268	505	63	9,377	566
15-509	White, Joseph	Park Monitor	31,451	31,451	456		135	671				5,537	
		Step Increase		3,868	56			82				-	
		COLA			-			-				-	
		Overtime & Incentive Pay		59,382	861			1,266				10,454	
	TOTALS		155,401	218,651	3,170	-	405	3,613	16,536	1,010	126	38,494	1,317

5 Year Budget Projection

Public Safety

ACCT#	ACCOUNT DESCRIPTION	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budgeted FY 2022-23	Estimated FY 2022-23
8002	SALARIES	118,394	117,464	205,783	222,600	152,600
8004	SALARIES / PART TIME	-	8,369	25,591	28,088	28,088
8007	LONGEVITY	292	388	1,684	1,780	1,780
8009	SPECIAL TRAINING & OVERTIME	-	-	-	-	-
8010	INCENTIVE PROGRAM	1,865	2,108	4,595	2,100	2,100
8012	RETIREMENT - TMRS	21,837	25,233	39,237	40,263	38,263
8014	HEALTH & DENTAL INSURANCE	19,372	22,427	28,563	26,274	24,274
8015	DISABILITY INSURANCE	1,777	2,041	2,907	2,503	2,503
8018	FICA	6	-	8	-	-
8020	UNEMPLOYMENT TAX	432	756	36	540	405
8024	AUTO ALLOWANCE	-	-	-	-	-
8026	CLOTHING ALLOWANCE	-	-	-	-	-
8080	PERSONNEL - OTHER	-	-	-	-	-
8000	PERSONNEL SERVICES	220,828	263,677	390,111	390,818	315,683
8102	OFFICE SUPPLIES	79	374	-	-	-
8104	GENERAL SUPPLIES	2,118	740	462	-	-
8105	CLOTHING/UNIFORM	348	-	22	100	10,100
8106	PRINTING	-	-	-	-	-
8108	POSTAGE	-	47	54	-	-
8114	MINOR EQUIPMENT	28,811	9,618	16,642	48,197	48,197
8118	SAFETY EQUIPMENT	-	-	8,859	28,084	28,084
8126	AWARDS & TROPHIES	-	-	-	-	-
8128	COMPUTER SYSTEMS	733	25	12,056	4,000	18,392
8180	SUPPLIES - OTHER	-	-	-	-	-
8100	SUPPLIES	32,089	10,803	38,096	80,381	104,773
8206	MAINTENANCE - EQUIPMENT	111	249	3,325	410	410
8208	MAINTENANCE - RADIOS	-	-	-	-	-
8280	MAINTENANCE - OTHER	-	-	-	-	-
8200	MAINTENANCE	111	8,394	4,165	17,634	17,634
8301	LESS LETHAL FORCE	989	2,372	2,073	13,948	13,948
8303	SHATTERED DREAMS	-	-	-	5,000	5,000
8304	RAPID RESPONSE TEAM	-	2,056	12,779	5,000	5,000
8305	CITIZEN'S POLICE ACADEMY	-	-	595	1,313	1,313
8306	CRISIS INTERVENTION TEAM	-	-	-	3,000	3,000
8307	PROJECT KID-SHIELD	-	-	-	-	-
8309	DARE PROGRAM	1,633	3,330	6,908	10,000	10,000
8310	PUBLIC OFFICIAL BOND	620	260	-	910	910
8311	BICYCLE/SKATEBOARD SAFETY	499	1,462	1,000	1,000	1,000
8312	LEGAL NOTICES / ADVERT.	27	21	27	-	-
8313	NEIGHBORHOOD WATCH PROGRAM	-	-	-	-	-
8314	PROFESSIONAL SERVICES	6,658	3,440	10,261	17,120	17,120
8324	TELECOMMUNICATION	13,252	14,830	18,878	13,356	13,356
8344	EQUIPMENT RENTAL	605	-	81	-	-
8354	TRAVEL & TRAINING	17,321	47,065	29,376	42,000	42,000
8356	DUES & SUBSCRIPTIONS	3,899	4,416	1,536	-	-
8358	COMPUTER SYSTEMS & FEES	58,232	60,993	89,500	81,500	91,257
8367	JUVENILE CARE	-	-	-	-	-
8380	CONTRACTUAL SERVICES - OTHER	-	-	-	24,769	24,769
8382	CRIME CONTROL ADMINISTRATION	275	248	230	500	500

Proposed FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	ACCT#
127,818	130,374	132,982	135,641	138,354	8002
31,451	32,080	32,722	33,376	34,044	8004
676	690	703	717	732	8007
-	-	-	-	-	8009
2,100	2,142	2,185	2,229	2,273	8010
38,177	38,941	39,719	40,514	41,324	8012
17,546	17,897	18,255	18,620	18,992	8014
1,143	1,166	1,189	1,213	1,237	8015
-	-	-	-	-	8018
405	413	421	430	438	8020
-	-	-	-	-	8024
-	-	-	-	-	8026
-	-	-	-	-	8080
283,655	289,328	295,115	301,017	307,037	8000
-	-	-	-	-	8102
-	-	-	-	-	8104
100	102	104	106	108	
-	-	-	-	-	8106
-	-	-	-	-	8108
22,200	22,644	23,097	23,559	24,030	8114
28,084	28,646	29,219	29,803	30,399	8118
-	-	-	-	-	8126
39,000	39,780	40,576	41,387	42,215	8128
-	-	-	-	-	8180
89,384	91,172	92,995	94,855	96,752	8100
410	418	427	435	444	8206
-	-	-	-	-	8208
-	-	-	-	-	8280
410	418	427	435	444	8200
13,948	14,227	14,511	14,802	15,098	8301
5,000	5,100	3,943	5,202	3,943	8303
5,000	5,100	5,202	5,306	5,412	8304
1,313	1,339	1,366	1,393	1,421	8305
3,000	3,060	3,121	3,184	3,247	8306
-	-	-	-	-	8307
10,000	10,200	10,404	10,612	10,824	8309
910	-	-	-	-	8310
1,000	1,020	1,040	1,061	1,082	8311
-	-	-	-	-	8312
-	-	-	-	-	8313
19,120	19,502	19,892	20,290	20,696	8314
13,356	13,623	13,896	14,173	14,457	8324
-	-	-	-	-	8344
48,000	48,960	49,939	50,938	51,957	8354
-	6,664	6,664	6,797	6,933	8356
81,500	56,000	56,000	57,120	58,262	8358
-	-	-	-	-	8367
24,769	25,264	25,770	26,285	26,811	8380
500	510	520	531	541	8382

ACCT#	ACCOUNT DESCRIPTION	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budgeted FY 2022-23	Estimated FY 2022-23
8300	CONTRACTUAL SERVICES	104,237	145,704	173,245	219,416	229,173
8504	MOTOR VEHICLES	52,135	172,631	101,083	52,000	52,000
8508	MACHINERY	22,099	-	-	-	-
8514	COMPUTER SYSTEMS	-	-	-	-	-
8521	COMMUNICATION SYS. UPGRADE	72,082	-	-	-	-
8580	CAPITAL OUTLAY - OTHER	-	-	-	-	-
8500	CAPITAL OUTLAY	146,316	172,631	101,083	52,000	52,000
9014	LEASE PURCHASES	65,111	65,111	17,992	24,150	24,150
9080	DEBT SERVICE - OTHER	-	-	-	-	-
9000	DEBT SERVICE	65,111	65,111	17,992	24,150	24,150
	DEPT TOTAL	568,691	666,320	724,692	784,399	743,413

Proposed FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	ACCT#
227,416	210,570	212,269	217,695	220,686	8300
-	105,000	105,000	107,100	109,242	8504
-	-	-	-	-	8508
-	-	-	-	-	8514
-	-	-	-	-	8521
-	-	-	-	-	8542
-	105,000	105,000	107,100	109,242	8500
107,087	107,087	107,087	107,087	107,087	9014
-	-	-	-	-	9080
107,087	107,087	107,087	107,087	107,087	9000
707,952	803,575	812,893	828,189	841,248	

<u>DEPARTMENT</u>	<u>CCPD Fund</u>	<u>ACCOUNT</u>
Public Safety		15-509

Five Year Explanation

Funds for vehicle purchases and continued funding of leased equipment included in the five year budget.

<u>DEPARTMENT</u>	<u>CCPD Fund</u>	<u>ACCOUNT</u>
Fire		15-522

PURPOSE STATEMENT:

The Azle Fire Marshal's Office is a fully qualified law enforcement agency empowered to enforce federal, state and municipal criminal laws as well as enforcement of municipal fire prevention and life safety codes. Enforcement is provided through conventional methods of investigation, arrest and prosecution of criminal offenses as well as safety and education training of the public through various programs offered to civic organizations, private groups, public events. The Azle Fire Marshal's Office also conducts preconstruction plan review, life safety system review, new development site inspection and oversight, system acceptance testing, and

GOALS AND OBJECTIVES:

To improve the knowledge of investigators commissioned by the Fire Marshal's Office to better investigate the crime of arson and be thoroughly trained in proper crime scene techniques.

Increase the number of public education events conducted at local businesses and civic groups.

Increase the number of annual re-inspections of businesses to verify compliance with Life Safety codes.

Improve the access to fire prevention permits by placing them on the City of Azle website. A single use permit is available on the City of Azle website to cover the 89 operational permits listed in 2018 IFC.

Fully Implement the operational permit fees to cover pass-through costs as permitted by the International Fire Code

KEY POINTS OF PROPOSED BUDGET:

Supplies: Funds requested for replacement body armor.

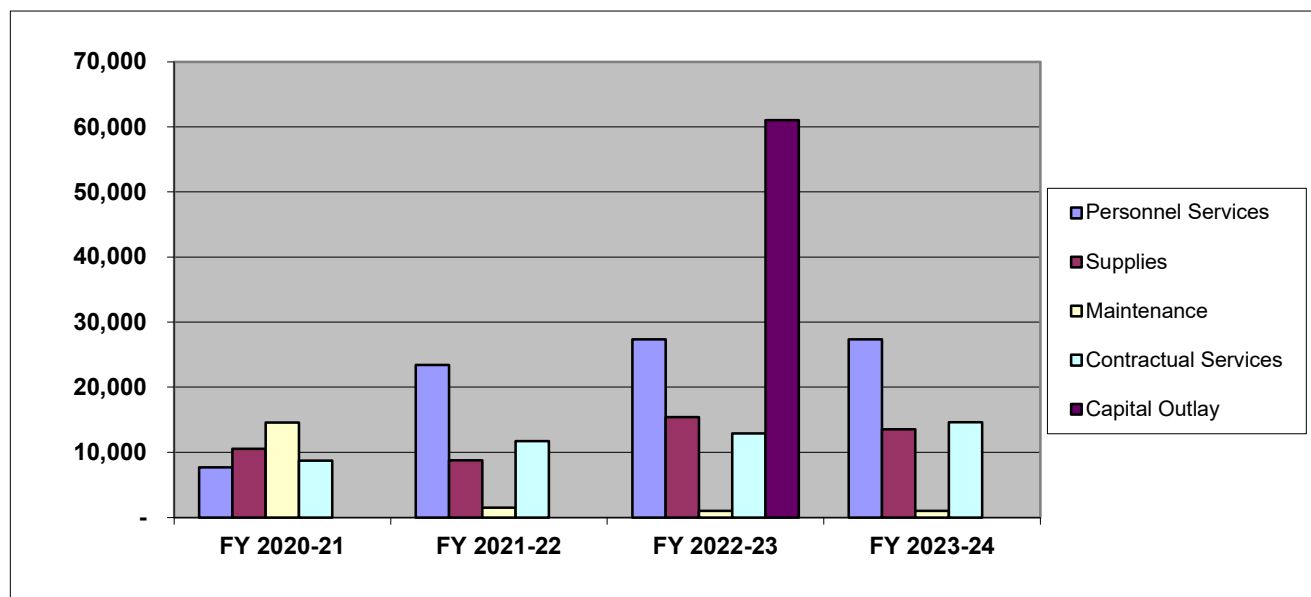
Contractual Services: Additional funds requested for staff training and subscriptions to ICC digital code reference.

KEY INDICATORS OF PERFORMANCE:

	FY 21-22	FY 22-23	FY 23-24
	Actual	Estimate	Projection
Personnel Training Hours	148	284	284
Attending civic events, track citizens receiving fire prevention training	10	16	20
Number of annual re-inspections not requiring additional follow-up	100	90	80

<u>DEPARTMENT</u>	<u>CCPD Fund</u>					<u>ACCOUNT</u>
Fire						15-522

<u>BUDGET SUMMARY:</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2023-24</u>	<u>FY 2023-24</u>
	Actual	Actual	Actual	Estimated	Proposed	Board Rec.	Budgeted
Personnel Services	4,162	7,664	23,430	27,339	27,339	27,339	-
Supplies	10,953	10,533	8,781	15,380	13,525	13,525	-
Maintenance	522	14,558	1,506	1,000	1,000	1,000	-
Contractual Services	6,017	8,689	11,713	12,900	14,610	14,610	-
Capital Outlay	-	-	-	61,000	-	-	-
Debt Service	-	-	-	-	-	-	-
Total	21,654	41,444	45,430	117,619	56,474	56,474	-



<u>PERSONNEL:</u>	<u>Salary Range</u>		<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2023-24</u>	<u>FY 2023-24</u>
			Actual	Proposed	Board Rec.	Budgeted
Part-time Deputy Fire Marshal	13,967	13,967	1.00	1.00	1.00	
Total Personnel			1.00	1.00	1.00	0.00
Total Personnel			2.00	2.00	2.00	0.00

DEPARTMENT

Fire

CCPD Fund

ACCOUNT

15-522

ACCT#	ACCOUNT DESCRIPTION	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budgeted FY 2022-23	Estimated FY 2022-23
8002	SALARIES	125	4,820	54	3,824	3,824
8004	SALARIES / PART TIME		-	12,842	14,327	14,327
8008	OVERTIME	3,875	2,689	9,000	6,000	6,000
8012	RETIREMENT - TMRS	-	-	-	1,496	1,496
8014	HEALTH & DENTAL INSURANCE	-	-	-	-	-
8015	DISABILITY INSURANCE	-	-	-	-	-
8016	MEDICARE	-	-	182	331	331
8018	FICA	-	-	780	888	888
8020	UNEMPLOYMENT TAX	-	-	-	135	135
8022	WORKER'S COMPENSATION	162	155	572	338	338
8080	PERSONNEL - OTHER	-	-	-	-	-
8000	PERSONNEL SERVICES	4,162	7,664	23,430	27,339	27,339
8102	OFFICE SUPPLIES	339	15	185	150	150
8104	GENERAL SUPPLIES	1,910	1,434	688	2,400	2,400
8105	CLOTHING/UNIFORM	2,053	2,172	1,227	2,500	2,500
8106	PRINTING	-	20	595	100	100
8108	POSTAGE	-	-	-	50	50
8110	PHOTO & LAB	-	-	-	25	25
8112	FUEL	-	-	-	-	-
8114	MINOR EQUIPMENT	5,109	3,012	2,887	6,455	6,455
8119	SAFETY EQUIPMENT	1,350	3,222	2,646	3,500	3,500
8124	CHEMICAL & MEDICAL	-	21	-	-	-
8126	AWARDS & TROPHIES	73	-	80	100	100
8128	COMPUTER SYSTEMS	-	638	419	-	-
8142	EDUCATION & RECREATION	119	-	-	-	-
8180	SUPPLIES - OTHER	-	-	54	100	100
8100	SUPPLIES	10,953	10,533	8,781	15,380	15,380
8202	MAINTENANCE - BUILDINGS	62	34	-	200	200
8204	MAINTENANCE - OFF EQUIP	-	-	-	50	50
8206	MAINTENANCE - EQUIPMENT	237	-	397	200	200
8210	MAINTENANCE - VEHICLES	223	14,524	1,109	550	550
8280	MAINTENANCE - OTHER	-	-	-	-	-
8200	MAINTENANCE	522	14,558	1,506	1,000	1,000
8324	TELECOMMUNICATION	1,460	1,459	1,442	1,500	1,500
8344	EQUIPMENT RENTAL	-	-	-	-	-
8354	TRAVEL & TRAINING	3,132	5,041	8,329	8,000	8,000
8356	DUES & SUBSCRIPTIONS	1,424	1,889	893	2,500	2,500
8358	COMPUTER SYSTEMS & FEES	-	300	1,050	400	400
8380	CONTRACTUAL SERVICES - OTHER	-	-	-	500	500
8300	CONTRACTUAL SERVICES	6,017	8,689	11,713	12,900	12,900
8504	MOTOR VEHICLES	-	-	-	-	61,000
8508	MACHINERY	-	-	-	-	-
8580	CAPITAL OUTLAY - OTHER	-	-	-	-	-
8500	CAPITAL OUTLAY	-	-	-	-	61,000
	DEPT TOTAL	21,654	41,444	45,430	56,619	117,619

Proposed FY 2023-24	Board Rec. FY 2023-24	Approved FY 2023-24	ACCT#
3,824	3,824		8002
14,327	14,327		8004
6,000	6,000		8008
1,496	1,496		8012
-	-		8014
-	-		8015
331	331		8016
888	888		8018
135	135		8020
338	338		8022
-	-		8080
27,339	27,339	-	8000
150	150		8102
2,400	2,400		8104
2,500	2,500		8105
100	100		8106
50	50		8108
25	25		8110
-	-		8112
1,500	1,500		8114
6,600	6,600		8119
-	-		8124
100	100		8126
-	-		8128
-	-		8142
100	100		8180
13,525	13,525	-	8100
200	200		8202
50	50		8204
200	200		8206
550	550		8210
-	-		8280
1,000	1,000	-	8200
1,500	1,500		8324
-	-		8344
8,800	8,800		8354
3,410	3,410		8356
400	400		8358
500	500		8380
14,610	14,610	-	8300
-	-		8504
-	-		8508
-	-		8542
-	-	-	8500
56,474	56,474	-	

Request Title Safety Equipment

Ranking 1

Department CCPD-Fire (522)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

Tactical Body Armor- This request is to purchase tactical body armor as a replacement for units that have served the manufacturer life cycle. This body armor is utilized by personnel assigned to the Azle Police Department tactical team as tactical medics. This request will replace 3 sets of tactical body armor that will expire. Personnel assigned as tactical medics are placed in high risk situations in order to provide immediate life saving care to law enforcement personnel and victims injured in a hot zone. The current line item would be increased \$3100.00.

Consequences if denied.

Personnel assigned to the Azle Police Department tactical team will not be permitted to operate outside the safe zone during high risk operations. This will create a delay in providing life saving care to our officers and victims until the scene has been fully secured. This effectively end the tactical medic program.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$3,100
Capital Outlay	\$0
Total	\$3,100
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$3,100

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: Safety Equipment

Page 2

Section A: Personnel Costs *If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section*

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8119	Tactical Body Armor replacement	\$3,100	One-Time	\$3,100
				\$0
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$3,100

Section C: Capital Outlay *(Fill in account and description below; do not aggregate accounts)*

Acct. #	Description	Amount	One-Time or Recurring	Total
8508				\$0
8508				\$0
8580				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions **\$0**

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets **\$0**

Net Fiscal Impact **\$3,100**

Request Title ICC Digital Code Reference

Ranking 2

Department CCPD-Fire (522)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

The ICC digital code reference allows access to the digital copies of the codes. The digital copy can be cut and psted into the inspection program for reference to violations noted. This provides the actual code reference rather than havig to take the time to retype the code violation and place it into the notice. This reference is accurate and provides the actual code number.

Consequences if denied.

The increased manpower required to input the violations will dramatically reduce the amount of time in the field and the inspections that can be effectively completed.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$70
Capital Outlay	\$0
Total	\$70
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$70

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: ICC Digital Code Reference

Page 2

Section A: Personnel Costs *If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section*

Full-Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8356	Digital Code subscription	\$70		\$70
				\$0
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$70

Section C: Capital Outlay (Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8508				\$0
8508				\$0
8580				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions **\$0**

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets **\$0**

Net Fiscal Impact **\$70**

Request Title TLO Trans Union

Ranking 3

Department CCPD-Fire (522)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

The TLO/Trans Union subscription is a background service utilized for personnel, applicants, suspects and witnesses. The background service provides detailed information regarding previous addresses, telephone numbers, emails, employers and family contacts that is used when conducting investigations. The cost of this service has increased over the previous couple of years and an adjustment is needed to continue the service. The basic cost is \$600.00 annually with increases for additional searches that are conducted. The number of TLO searches conducted has steadily increased and requires an adjustment to the budget line in the amount of 390.00

Consequences if denied.

Without the use of the TLO background service we will be unable to locate suspects, contact witnesses, or perform proper background investigations on new applicants. This service has assisted the fire marshal's office and Azle police in locating and apprehending numerous suspects through the years.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$290
Capital Outlay	\$0
Total	\$290
Budget Reductions	(\$300)
New Revenue	\$0
Net Fiscal Impact	(\$10)

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: TLO Trans Union

Page 2

Section A: Personnel Costs *If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section*

Full -Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8356	Background search service	\$290	Recurring	\$290
				\$0
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$290

Section C: Capital Outlay *(Fill in account and description below; do not aggregate accounts)*

Acct. #	Description	Amount	One-Time or Recurring	Total
8508				\$0
8508				\$0
8580				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring
TCLEDDS	15-522-8356	(\$300)	Recurring

Total Budget Reductions (\$300)

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets \$0

Net Fiscal Impact -\$10

Request Title Miscellaneous Crime Scene Investigation T

Ranking 4

Department CCPD-Fire (522)

Fund CCPD

Briefly describe request. Description should include how the item or program will increase service delivery or reduce other expenditures.

The personnel assigned to the Fire Marshal's Office have the task of working and processing crime scenes after a fire or explosion. Unlike most other types of crime scenes, the challenges faced by fire & arson investigators is that the scenes are being destroyed every second that a fire burns. Scenes are further compromised by the work of the fire department as they extinguish the scene and check for fire extension through the overhaul process. This is one of the main reasons arson cases are the most difficult type of case to prove according to the FBI statistics. On average, only approximately 3% of arson fires are prosecuted. This training will allow personnel to obtain training related to processing these difficult scenes in a manner that meets national standards and improves the ability to successfully prosecute arson and explosive cases.

Consequences if denied.

Personnel are still required to meet national standards. This additional training will assist in the adoption of the latest techniques to comply with the standards. Failure to approve this request will reduce the knowledge and ability of personnel to properly process crime scenes.

Summary of Estimated Costs and Fiscal Impact

Personnel Services	\$0
Supplies, Maintenance and Services	\$800
Capital Outlay	\$0
Total	\$800
Budget Reductions	\$0
New Revenue	\$0
Net Fiscal Impact	\$800

☐ Approved

☐ Denied

City Manager's Comments

Budget Request Cost Estimates/Offsets

Title: **Miscellaneous Crime Scene**

Page 2

Section A: Personnel Costs *If your supplemental request includes new positions and/or increased hours or pay for part-time employees, complete this section*

Full-Time Positions (enter one position per line and annual salary for Step 1)

FTE	Position	Annual Salary	Incentive Pay	TMRS	Medicare	Disability	Health/Dental	Workers' Comp	Unemployment	Total
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
				\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$-
TOTAL										\$0

Part-Time/Temporary (Hourly) Positions

Hourly Rate	Position	Annual Hours	Annual Amount	TMRS	FICA	Medicare	Workers' Comp	Unemployment	Total
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0
*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.									TOTAL \$0

*Part-Time employees that work more than 1000 hours per year are subject to TMRS withholding.

** Part-Time/Temporary employees scheduled to work more than 29 hours per week must be provided Medical coverage and should be entered in the full-time section.

Overtime

Description	Annual Amount	TMRS	Medicare	Workers' Comp	Unemployment	Total
		\$0	\$0	\$0	\$0	\$0

Section B: Supplies, Maintenance & Services

(Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8354	Miscellaneous Training	\$800	Recurring	\$800
				\$0
				\$0
				\$0
				\$0
Total Supplies, Maint. & Services				\$800

Section C: Capital Outlay (Fill in account and description below; do not aggregate accounts)

Acct. #	Description	Amount	One-Time or Recurring	Total
8508				\$0
8508				\$0
8580				\$0
Total Capital Outlay				\$0

Section D: Offsetting Budget Reductions and New Revenue

Budget Reductions/Cost Savings	Account #	Amount (enter as negative)	One-Time or Recurring

Total Budget Reductions **\$0**

New Revenue	Account #	Amount (enter as negative)	One-Time or Recurring
		\$0	

Total Revenue Offsets **\$0**

Net Fiscal Impact **\$800**

Dept. Code	EMPLOYEE	Position Title	Base Salaries	Dept Allocation	Med Hosp Tax 1.45%	Soc Sec Tax 6.2%	Unempl Ins TWC	Workers Comp Prem	Health Insurance	Dental Ins	Life Ins	TMRS 7%	Projected Disability Costs
15-522	Rodriguez, John	PT Fire Marshal	13,967	13,967	203	866	135	336					
		Step Increase			-			-				-	
		COLA			-			-				-	
		Overtime & Incentive Pay			-			-				-	
	TOTALS		-	13,967	203	866	135	336	-	-	-	-	-

5 Year Budget Projection

Fire

ACCT#	ACCOUNT DESCRIPTION	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Budgeted FY 2022-23
8002	SALARIES	125	4,820	54	3,824
8004	SALARIES / PART TIME	-	-	12,842	14,327
8008	OVERTIME	3,875	2,689	9,000	6,000
8010	INCENTIVE PROGRAM	-	-	-	-
8012	RETIREMENT - TMRS	-	-	-	1,496
8014	HEALTH & DENTAL INSURANCE	-	-	-	-
8015	DISABILITY INSURANCE	-	-	-	-
8016	MEDICARE	-	-	182	331
8020	UNEMPLOYMENT TAX	-	-	-	135
8022	WORKER'S COMPENSATION	162	155	572	338
8080	PERSONNEL - OTHER	-	-	-	-
8000	PERSONNEL SERVICES	4,162	7,664	23,430	27,339
8102	OFFICE SUPPLIES	339	15	185	150
8104	GENERAL SUPPLIES	1,910	1,434	688	2,400
8105	CLOTHING/UNIFORM	2,053	2,172	1,227	2,500
8106	PRINTING	-	20	595	100
8108	POSTAGE	-	-	-	50
8110	PHOTO & LAB	-	-	-	25
8114	MINOR EQUIPMENT	5,109	3,012	2,887	6,455
8118	SAFETY EQUIPMENT	1,350	3,222	2,646	3,500
8124	CHEMICAL & MEDICAL	-	21	-	-
8126	AWARDS & TROPHIES	73	-	80	100
8128	COMPUTER SYSTEMS	-	638	419	-
8142	EDUCATIONAL & REC	119	-	-	-
8180	SUPPLIES - OTHER	-	-	54	100
8100	SUPPLIES	10,953	10,533	8,781	15,380
8202	MAINTENANCE - BUILDINGS	62	34	-	200
8204	MAINTENANCE - OFF EQUIP	-	-	-	50
8206	MAINTENANCE - EQUIPMENT	237	-	397	200
8210	MAINTENANCE - VEHICLES	223	14,524	1,109	550
8280	MAINTENANCE - OTHER	-	-	-	-
8200	MAINTENANCE	522	14,558	1,506	1,000
8324	TELECOMMUNICATION	1,460	1,459	1,442	1,500
8354	TRAVEL & TRAINING	3,132	5,041	8,329	8,000
8356	DUES & SUBSCRIPTIONS	1,424	1,889	893	2,500
8358	COMPUTER SYSTEMS & FEES	-	300	1,050	400
8380	CONTRACTUAL SERVICES - OTHER	-	-	-	500
8382	CRIME CONTROL ADMINISTRATION	-	-	-	-
8300	CONTRACTUAL SERVICES	6,017	8,689	11,713	12,900
8504	MOTOR VEHICLES	-	-	-	-
8580	CAPITAL OUTLAY - OTHER	-	-	-	-
8500	CAPITAL OUTLAY	-	-	-	-
	DEPT TOTAL	21,654	41,444	45,430	56,619

Estimated FY 2022-23	Proposed FY 2023-24	Projected FY 2024-25	Projected FY 2025-26	Projected FY 2026-27	Projected FY 2027-28	ACCT#
3,824	3,824	4,869	5,044	5,226	5,414	8002
14,327	14,327	15,334	15,886	16,458	17,050	8004
6,000	6,000	6,200	6,400	6,650	6,890	8008
-	-	-	-	-	-	8010
1,496	1,496	1,616	1,616	1,616	1,616	8012
-	-	-	-	-	-	8014
-	-	63	65	67	69	8015
331	331	205	205	205	205	8016
135	135	-	-	-	-	8020
338	338	786	786	786	786	8022
-	-	-	-	-	-	8080
27,339	27,339	29,889	30,818	31,824	32,846	8000
150	150	200	200	200	200	8102
2,400	2,400	2,400	2,400	2,400	2,400	8104
2,500	2,500	2,500	2,500	2,500	2,500	8105
100	100	300	300	300	300	8106
50	50	50	50	50	50	8108
25	25	25	25	50	50	8110
6,455	1,500	1,500	2,000	2,000	2,000	8114
3,500	6,600	6,100	7,500	7,500	4,000	8118
-	-	-	-	-	-	8124
100	100	100	100	100	100	8126
-	-	-	-	-	-	8128
-	-	-	-	-	-	8142
100	100	100	100	100	100	8180
15,380	13,525	10,675	16,675	11,200	11,200	8100
200	200	200	200	200	200	8202
50	50	50	50	50	50	8204
200	200	200	200	200	200	8206
550	550	550	550	550	550	8210
-	-	-	-	-	-	8280
1,000	1,000	850	850	850	850	8200
1,500	1,400	1,500	1,500	1,500	1,500	8324
8,000	8,800	8,000	8,400	8,800	9,200	8354
2,500	3,410	3,728	4,000	4,000	4,200	8356
400	400	1,108	1,108	1,108	1,108	8358
500	500	950	950	950	950	8380
-	-	-	-	-	-	8382
12,900	14,610	15,286	15,958	16,358	16,958	8300
61,000	-	-	-	-	-	8504
-	-	-	-	-	-	8542
61,000	-	-	-	-	-	8500
117,619	56,474	56,700	64,301	60,232	61,854	

<u>DEPARTMENT</u>	<u>CCPD Fund</u>	<u>ACCOUNT</u>
Fire		15-522

Five Year Explanation

The five year projections are to maintain the current service levels and training requirements with an estimated annual salary increase of 3.6%
Increase the number of properly trained and equipped Tactical Medics to be utilized during high risk law enforcement operations.

2023/24 budget includes the replacement of tactical body armor as a two year replacement plan for the current and future tactical medics. In the 2023/24 budget, funding will remain in place for the replacement of additional safety equipment as needed. This includes boots, helmets and safety equipment.
During the next five years the remainder of the budgegt will see slight increases in travel and training to cover the anticipated cost increasaes for tuition and registratonas as well as incresaes in personnel cost associated with training.

2024/25 budget will see minimal increases to adjust for inflationary cost. This budget will continue the purchase of body armor for the tactical medics.

2025/26. This budget will transition to the replacement of the daily use body armor utilized by the arson investigators. This will be a two year replacement program.



Presenter:	David Hawkins, Director of Planning and Development
Agenda Item:	Conduct a public hearing and take any action on Ordinance No. 2023-09 regarding a proposed zoning change request from Agriculture (A) District to Industrial (IND) District for approximately 28.64 acres of land, being described as a tract of land in the G.W. Robbins Survey, Abstract No. 1155, City of Azle, Parker County, Texas. The property is generally located on the east side of Ashwood Street approximately six hundred seventy feet (670') north of Northwest Parkway (State Hwy. 199).

Background and Explanation:

The applicant is requesting to rezone an approximately 28.64-acre tract of land from the Agricultural (A) District to the Industrial (IND) District. The property is generally located on the east side of Ashwood Street approximately six hundred seventy feet (670') north of Northwest Parkway (State Hwy. 199).

Existing Condition of Property:

The proposed 28.64-acre tract to be rezoned is part of an approximate 56-acre area that is also zoned as Industrial (IND) and is under ownership by Integrated Machinery Systems, LLC. The property is currently undeveloped and is planned for a new Industrial Park.

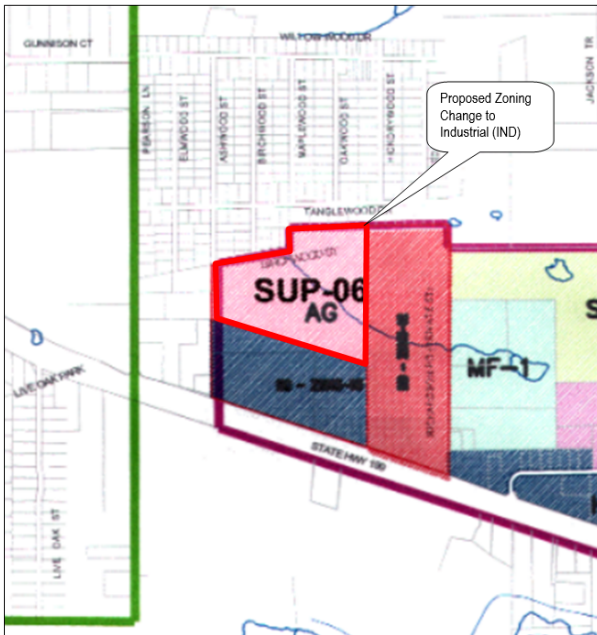
Adjacent Zoning:

North: Outside of City Limits
 South: Heavy Commercial (HC)
 East: Industrial (IND)
 West: Outside of City Limits

Current Zoning:

This zoning change request is a straight zoning change from one district to another. There is no Planned Development or Concept Plan associated with this request. A change to the Industrial (IND) zoning district would permit any business or land use listed in the Permitted Use Chart in Section 4.10 of the Azle Zoning Ordinance (see attached Permitted Use Schedule in packets).

Zoning Change Location Exhibit:



Comprehensive Plan Analysis:

The City of Azle's Comprehensive Master Plan designates this area as Industrial. This classification provides for the development of both heavy and light industrial use.

Heavy Industrial – are uses that manufacture finished or semi-finished products from raw materials that may result in loud noise, heavy truck traffic and visible open storage. This level of industrial use should be located near major access, removed from residential areas, and be near major water and sewer facilities.

Light Industrial – includes warehousing, industrial activities not requiring major open storage and those that may be part of a planned center consisting of several buildings. These uses can be attractive and associated loading areas can be screened with landscape elements resulting in a very pleasing atmosphere. This type of use may also incorporate office use.

The proposed zoning change is in conformance with the goals, objectives and land use designation of the Comprehensive Plan.

Police Impact:

No impact on services

Fire Impact:

No impact on services

Utilities:

Water - Water is available to serve this property.

Sewer - Sewer is available to serve this property.

Storm Water – Storm water and drainage plans will be reviewed at the permitting phase should the zoning change be approved.

Zoning Change Notification Process:

Three (3) letters were sent to surrounding property owners. As of July 27, 2023, staff had received no formal responses from the public and several phone calls on this request.

Board/Commission/Committee Recommendation:

On July 6, 2023, the Planning and Zoning Commission conducted a public hearing and made a motion to recommend approval of this zoning change request. The motion passed with the following vote:

Yes: (4) Laurel Mosier, Leonard Wheeler, Jim Carlson, Curt Lampkin

No: (1) Cynthia Barrios

Abstained: (1) Rick Simmons

Absent: (1) Jared Arneson

Staff Recommendation:

The proposed zoning change request is in conformance with the City of Azle's Comprehensive Master Plan. Staff forwards this zoning change request to the City Council for their consideration.

Attachments:

1. Ordinance 2023-09.
2. Exhibit A - IMS Zoning Change Metes & Bounds Description
3. Zoning Change Letter from Applicant
4. Section 4.10 - Permitted Use Schedule

ORDINANCE NO. 2023-09

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF AZLE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM THE AGRICULTURE (A) DISTRICT TO INDUSTRIAL (IND) DISTRICT FOR APPROXIMATELY 28.64 ACRES OF LAND, BEING DESCRIBED AS A TRACT OF LAND IN THE G.W. ROBBINS SURVEY, ABSTRACT NO. 1155, CITY OF AZLE, PARKER COUNTY, TEXAS, AND BEING PART OF A CERTAIN 56.113 ACRES TRACT DESCRIBED IN DOCUMENT NO. 201316961 OF THE OFFICIAL PUBLIC RECORDS OF PARKER COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of 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 Council of the City of Azle heretofore adopted the Zoning Ordinance of the City of Azle, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the owner of property generally located in the 1500 Block of Northwest Parkway, Azle, Texas has filed an application to change the zoning of the property described as approximately 28.64 acres of land situated in the G.W. Robbins Survey, Abstract No. 1155, City of Azle, Parker County, Texas, and being part of a certain 56.113 acres tract described in Document No. 201316961 of the Official Public Records of Parker County, Texas as shown on the attached Exhibit "A" from the Agriculture (A) District to Industrial (IND) District for said property; and

WHEREAS, the Planning and Zoning Commission of the City of Azle, Texas held a public hearing on July 6, 2023 and the City Council of the City of Azle, Texas held a public hearing on August 1, 2023, with respect to the zoning change described herein; and

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

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of Azle, and that the zoning change should be granted, subject to the conditions imposed herein.

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

SECTION 1.

The Zoning Ordinance of the City of Azle, Texas is hereby amended by changing the zoning of the property from the Agriculture (A) District to Industrial (IND) District for approximately 28.64 acres of land situated in the G.W. Robbins Survey, Abstract No. 1155, City of Azle, Parker County, Texas, and being part of a certain 56.113 acres tract described in Document No. 201316961 of the Official Public Records of Parker County, Texas, and further depicted on the attached Exhibit "A".

SECTION 2.

The use of the Property described above shall conform to all applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Azle.

SECTION 3.

The zoning classification as herein established has been made in accordance with a Comprehensive Land Use Plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 4.

That the official zoning map of the City of Azle is amended and the City Secretary is directed to revise the official zoning map, as set forth above.

SECTION 5.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Azle, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of other, in which event the conflicting provisions of the other ordinances are hereby repealed.

SECTION 6.

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

SECTION 7.

Any person, firm or corporation violating any provision of the Zoning Ordinance

and the zoning map of the City of Azle, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.

SECTION 8.

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

SECTION 9.

The City Secretary of the City of Azle is hereby directed to publish the caption, the penalty clause and effective date clause in the official newspaper at least once within ten (10) days after the passage of this ordinance.

SECTION 10.

This ordinance shall be in full force and effect immediately after passage and publication as provided by law, 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 August 1, 2023.

Mayor, Alan Brundrett

ATTEST:

Yael Forgey, City Secretary

APPROVED AS TO FORM:

Cara Leahy White, City Attorney

PLAT OF SURVEY AND LEGAL DESCRIPTION

Of a 28.638 acres tract of land out of the G.W. Robbins Survey, Abstract No. 1155, Parker County, Texas; being part of a certain 56.113 acres tract described in Document No. 201316961 of the Official Public Records of Parker County, Texas; and being further described by metes and bounds as follows:

Beginning at a set 1/2" iron rod with cap (PRICE SURVEYING) at the northwest corner of Lot 1 and at the most westerly southwest corner of Lot 3, both in Block 1, RS3 Industrial Park, an addition to Parker County, Texas; according to the plat recorded in Cabinet D, Slide 450 of the Plat Records of Parker County, Texas; and at the northeast corner of a certain 10.000 acres tract (Tract 2) described in Document No. 202100314 of said Official Public Records for the southeast and beginning corner of this tract.

Thence N. 70 deg. 55 min. 45 sec. W. 655.33 feet to a 2" steel post at a corner of said 10.000 acres tract for a corner of this and said 56.113 acres tract.

Thence N. 71 deg. 35 min. 05 sec. W. 763.45 feet to a set 60D nail in the east right of way line of Ashwood Street (paved) and at the northwest corner of said 10.000 acres tract and at the most westerly southwest corner of said 56.113 acres tract for the southwest corner of this tract.

Thence N. 00 deg. 29 min. 20 sec. E. 50.41 feet to a set 60D nail in the east right of way line of said Ashwood Street for a corner of this and said 56.113 acres tract.

Thence N. 01 deg. 08 min. 22 sec. E. 465.01 feet to a found 1/2" iron rod in the east right of way line of said Ashwood Street and at the southwest corner of Lot 7, Block 14, Tanglewood Addition to the City of Azle, Parker County, Texas; according to the plat recorded in Volume 359-A, Page 56 of said Plat Records for the most westerly northwest corner of this and said 56.113 acres tract.

Thence N. 80 deg. 45 min. 53 sec. E. 605.86 feet to a found 1/2" iron rod for an ell corner of this and said 56.113 acres tract.

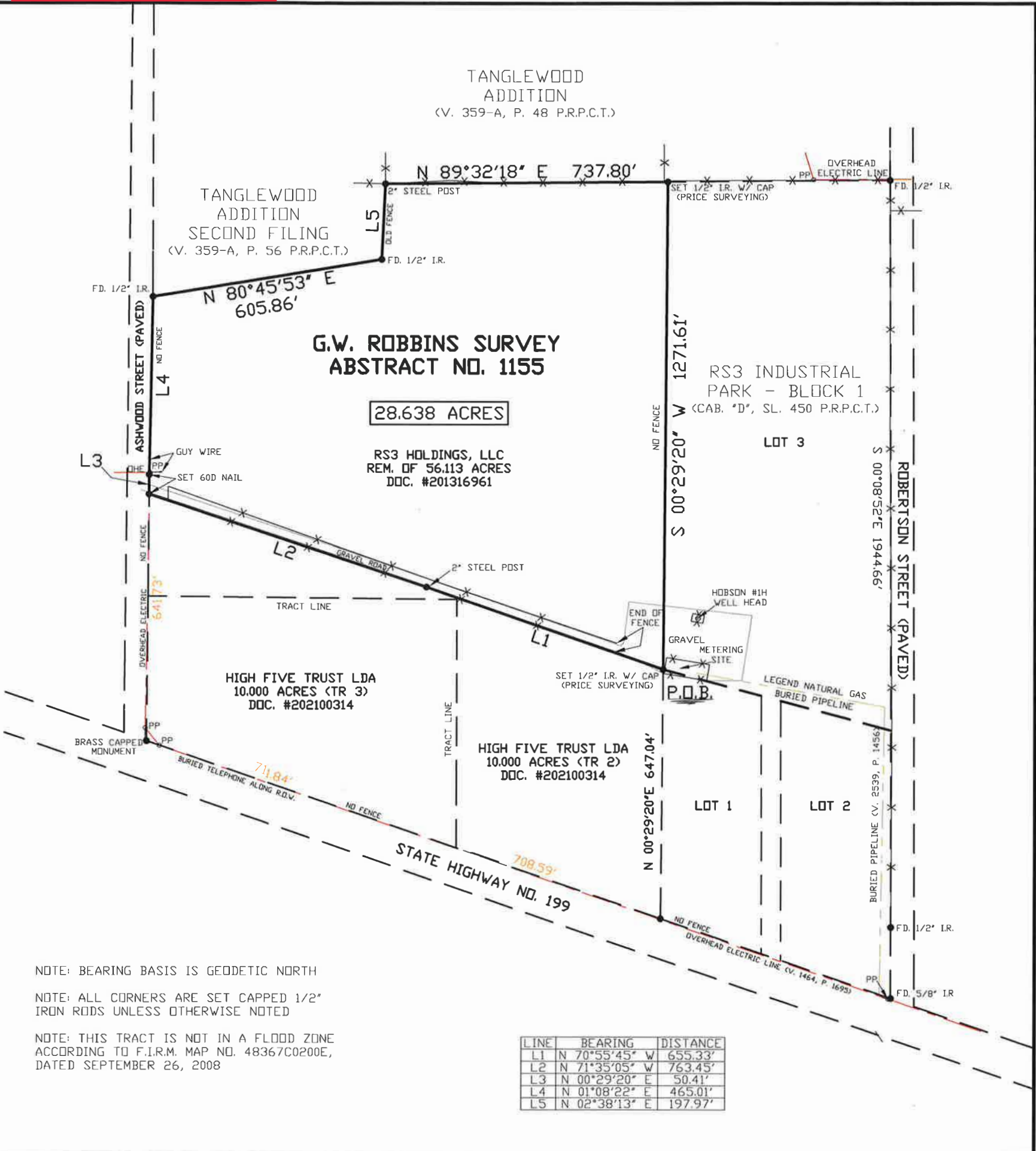
Thence N. 02 deg. 38 min. 13 sec. E. 197.97 feet to a 2" steel post for the most northerly northwest corner of this and said 56.113 acres tract.

Thence N. 89 deg. 32 min. 18 sec. E. 737.80 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in the north line of said 56.113 acres tract and at the northwest corner of said Lot 3, Block 1, RS3 Industrial Addition for the northeast corner of this tract.

Thence S. 00 deg. 29 min. 20 sec. W. 1271.61 feet to the place of beginning.

SURVEYED ON THE GROUND: JANUARY 24, 2013

Michael Price
MICHAEL PRICE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5492
PRICE SURVEYING, LP, FIRM #10034200, 213 S OAK AVE, MINERAL WELLS, TX 76067
940-325-4841 JN23707 08054.crd FN2306112



NOTE: BEARING BASIS IS GEODETIC NORTH

NOTE: ALL CORNERS ARE SET CAPPED 1/2" IRON RODS UNLESS OTHERWISE NOTED

NOTE: THIS TRACT IS NOT IN A FLOOD ZONE ACCORDING TO F.I.R.M. MAP NO. 48367C0200E, DATED SEPTEMBER 26, 2008

David Hawkins, AICP
Director of Planning and Development
City of Azle
505 W. Main Street
Azle, TX 76020
Office: 817-444-7084 Fax: 817-444-7149
dhawkins@cityofazle.org

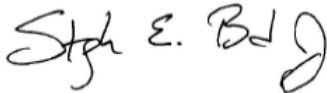
RS3 Holdings, LLC
Stephen E. Bond Jr, PE
1500 Northwest Parkway
Azle, TX 76020
Tel: 817-659-2401
Fax: 888-316-0763

Subject: Zoning Change

Mr. Hawkins,

Please accept this application for a change to the zoning of the 28 acres of RS3 Holdings land near 1500 Northwest Parkway. The acreage is currently zoned agricultural, and we would request it to be changed to industrial. We intend to begin development of an industrial park on the 28 acre parcel this year.

Thank you.

A handwritten signature in black ink that reads "Stephen E. Bond Jr." The signature is written in a cursive, flowing style.

Stephen E. Bond Jr, P.E.

SECTION 4 - ZONING DISTRICTS REGULATIONS

4.10 PERMITTED USE SCHEDULE:

PERMITTED USES	AG	LFO	E-1	E-2	E-3	SF-1	SF-2	SF-3	SF-3.5	SF-4	SF-5	SF-MHP	MD-1	MD-2	MF-1	MF-2	O	CBD	INS	C	HC	IND
Residential Uses																						
Agriculture activity	P																					
Livestock	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1						
Single-family detached	P	P	P	P	P	P	P	P	P	P												
Two family/duplex													P	P	P	P						
Accessory dwellings																		L4				
HUD-code manufactured homes										L2	P	P										
Community homes for the disabled	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Multifamily 3 or more units													S	S	P	P						
Home occupation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Group homes/halfway house	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
Accessory buildings	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3						
Educational Uses																						
Public schools	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
College or university																	P	P	P	P	P	P
Private school														S	S	S	S	S	P	S	S	S
Trade school																	S	S	P	S	P	P

Adult or child day-care																	S	P	P	P	P	P
Child day-care 12 children or less	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S							
Institutional Uses																						
Basic utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Churches	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Conference/convention centers																	S	S	P	S	P	P
Cemeteries																			P			
Elderly housing															P	P			P			
Hospital																			P	P	P	
Medical centers																	P	P	P	P	P	P
Parks and recreation (public or private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Wind generator (building mounted)																	L5	L5	L5	L5	L5	L5
Wind generator (free standing monopole)	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6
Commercial Uses																						
Auto and RV sales																				P	P	
Bar																	S		S	S	S	
Bed and breakfast	S	S	S	S	S												S					
Broadcasting or production studio																			P	P	P	

Car wash																			S	P	P	
Commercial parking lots																P	P	P	P	P	P	
Equestrian facilities	P																					
Equipment rental																				P	P	
Free standing emergency medical care facility/urgent care																L12	L12	L12	L12	L12	L12	
Hotel /motel																S	S	S	P	P	P	
Indoor recreation																	P	P	P	P	P	
Laundry facilities																			S	P	P	
Major event entertainment	S																		P	P	P	
Medical laboratories																P	P	P	P	P	P	
Movie theaters																			P	P	P	
Outdoor recreation	P																		P	P	P	
Private club																	S		S	S	S	
Professional services and offices																P	P	P	P	P	P	
Quick vehicle servicing																	P		P	P	P	
Restaurant																P	P	P	P	P	P	
Retail sales and service																S	P	P	P	P	P	

RV camp ground/park																				S	S	
Scientific research																	P	P		P	P	P
Sexually oriented business																						S
Temporary construction office	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8
Vehicle repair																					P	P
Industrial Uses																						
Bakeries																		P		P	P	P
Construction material sales																					P	P
Construction equipment sales/storage																						P
Distribution center																				P	P	P
Feed lots	S																					
Food processing	S																					S
Gas wells/oil wells	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Junk yards and auto wrecking																						S
Kennels	S																			L11	L11	L11
Manufacturing, light																		L7		L7	L7	P
Manufacturing, heavy																					L7	P
Manufacturing of nonodoriferous foods																						P

Motor freight terminal																							P
Printing/publishing																		P			P		P
Radio, tv or cellular towers																		S	S	S	S	S	S
Recycling business																					S		P
Sanitary landfills, commercial incinerators, transfer stations	S																						S
Self-service storage																					P		P
Temporary concrete batch plant	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Veterinary clinics	P																			P	P		P
Wholesale sales																				S	P		P
Wholesale nurseries	P																						
Wholesale storage and distribution																					P		P
Wrecker services and impound lots																		L9	L9	L9	L9	L9	L10

Service Uses

Barber, beauty & nail salon																		P	P		P	P	P
Dance studio																		P	P		P	P	P
Fitness facility																		P	P	P	P	P	P
Health studio																		P	P	P	P	P	P
Tattoo parlor																					P	P	P

Tanning Salon																		P		P	P	P
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- P - Permitted Use
- S - Specific Use Permit Required
- L - Permitted Use with designated limitations
- L1 - Live stock are permitted in accordance with [Chapter 2](#) of the City of Azle Code of Ordinances
- L2 - HUD-Code manufactured homes are allowed in the SF-4 district only when replacing an existing non-HUD Code trailer house.
- L3 - Accessory structures directly related to an agriculture function are allowed without a primary structure on platted land greater than 5 acres.
- L4 - Accessory Dwelling shall not exceed the total square footage of the primary use, including all ancillary uses. Accessory Dwelling are only allowed on properties with frontage on and addressed from Main Street. Accessory Dwellings must be attached to the structure housing the primary use. Only 1 Accessory Dwelling is allowed per platted lot[.]
- L5 - Building mounted wind generators may not extend higher than ten (10) feet above where the wind generator is mounted on the building. The height shall be measured from the base of the wind generator where it is mounted on the building to the highest point of the arc of the blades' elevation. If the wind generator does not use blades, then height is measured from the base of the wind generator where it is mounted on the building to the highest point of the wind generator.
- L6 - Lots where the proposed wind generators will be located shall have a minimum lot area of two (2) acres. A maximum of one (1) wind generators is permitted by right. Wind generators shall be located a minimum of 150 feet from the property lines. Multiple wind generators are permitted only with approval of a SUP. The maximum height of a wind generators shall not exceed the maximum height of a structure per the zoning district without an SUP[.]
- L7 - No outside storage of materials is allowed. No measurable increase in ambient sound shall be detectable at the property line.
- L8 - Temporary Construction Office may be erected 30 days prior to construction activities and shall be removed within 10 days of completion of construction activity[.]
- L9 - No vehicle storage allowed[.]
- L10 - A maximum of 30 vehicles may be stored[.]
- L11 - A minimum separation of 500' from any outdoor kennel or run shall be maintained to any adjacent residential use.
- L12 - A minimum separation of 300' shall be maintained to any adjacent residential use[.]



Presenter: Tom Muir, City Manager

Agenda Item: Limiting the square footage of garages and auxiliary structures on residential properties.

Background and Explanation:

Mayor Pro Tem Goode requested a discussion regarding limiting the square footage of garages and auxiliary structures on residential properties.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None