



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

September 5, 2023

6:00 PM

Council Chambers

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

CALL TO ORDER

INVOCATION

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

Dr. Jim Brewer, senior pastor of First Baptist Church of Lakeside

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

PROCLAMATION

1. Senior Center Month
Alan Brundrett, Mayor

PRESENTATION

2. Parks Department/Board
Kyle Culwell, Parks Superintendent

ACTION ITEMS

3. Consider any action on approving the minutes of the August 8, 2023 Joint Meeting, August 14, 2023, and August 21, 2023 Special Meeting.
Yael Forgey, City Secretary
4. Consider any action on appointing Rick Simmons to the Zoning Board of Adjustment, Place 6 Alternate.
Yael Forgey, City Secretary
5. Consider any action on awarding the Shady Grove Park Lighting Project (Bid No. 2023-008) to Wallace Controls and Electric, Inc.
Kyle Culwell, Parks Superintendent

6. Consider any action on Ordinance No. 2023-14 amending Section 3, "Administration and Enforcement" of Exhibit A, "Subdivision Ordinance" of Chapter 10, "Subdivision Regulation;" to amend rules and regulations governing development and utility inspection fees.

Rick White, Public Services Director

7. Consider any action authorizing the City Manager to execute an interlocal agreement with the Azle Independent School District to provide Dispatch Services.

Ben Hall, Police Chief

8. Consider any action authorizing the City Manager to execute an Interlocal Agreement with the Fort Worth Transportation Authority (Trinity Metro) to provide door-to-door transportation services for elderly and disabled citizens.

Susie Hiles, Assistant to the City Manager

9. Consider any action on Resolution No. 2023-13 approving a negotiated settlement regarding Atmos Energy Corp. – Mid-Tex Division's 2023 RRM filings.

Tom Muir, City Manager

DISCUSSION ITEMS

10. Murals.

David Hawkins, Director of Planning and Development

11. Dead animal removal.

Tom Muir, City Manager

12. Dunaway Lane Reconstruction Project.

Tom Muir, City Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

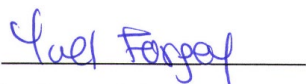
MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

- **551.071 CONSULTATION WITH THE CITY ATTORNEY**
Providing services to neighboring communities
- **551.074 PERSONNEL MATTERS**
Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Municipal Judge.

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on September 1, 2023, at the City's official bulletin board and is readily accessible to the public at all times in accordance with V.T.C.A. Chapter 551, Texas Government Code.



**Yael Forgey,
City Secretary**

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



Presenter: Alan Brundrett, Mayor

Agenda Item: Senior Center Month

Background and Explanation:

Proclamation for the month of September:
Senior Center Month.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

None



Presenter: Kyle Culwell, Parks Superintendent

Agenda Item: Parks Department/Board

Background and Explanation:

The annual presentation - Parks Department/Board

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

None



Presenter: Yael Forgey, City Secretary

Agenda Item: Consider any action on approving the minutes of the August 8, 2023 Joint Meeting, August 14, 2023, and August 21, 2023 Special Meeting.

Background and Explanation:

Procedural

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Minutes Joint Mtg 08-08-2023
2. Minutes 08-14-2023
3. Minutes 08-21-2023



MINUTES
Joint Meeting
City Council and Vision Committee
Azle City Council

505 W. Main Street
Azle, Texas 76020

August 10, 2023

6:00 PM

Community Room

CALL TO ORDER

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

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
Kristen Pegues	Community and Marketing Specialist
David Hawkins	Director of Planning and Development
Will Scott	Fire Chief

Vision Committee Members:

David Shaffer
Leonard Wheeler
Todd Smith
Marsha Hardin
Rick Reeves

Halff & Associates:

Kimberly Miller
Raul Orozco
Maddie Skidmore
Jacquelyn Wong

PRESENTATION AND DISCUSSION

1. Discuss Comprehensive Plan

Mayor Brundrett recognized Ms. Kimberly Miller and her associates who gave an update on the Comprehensive Plan and process and the next steps.

ADJOURNMENT

Mayor Brundrett adjourned at 7:50PM

Presented and approved on 09-05-2023

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

August 14, 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
David Hawkins	Director of Planning and Development
Angelia Garrett	Assistant Finance Director
Will Scott	Fire Chief
Kevin Rogers	Police Lieutenant
Rick White	Public Services Director
Kyle Culwell	Parks Superintendent
Curren McLane	Library Director
Victor Hernandez	Assistant Library Director

INVOCATION

Tabitha Denney, associate pastor at the Abbey Church in Azle, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

None.

ACTION ITEMS

1. Consider any action on approving the minutes of the July 31, 2023 special meeting, August 01, 2023 regular meeting, and August 8, 2023 budget workshop.

Councilmember Rothenberger moved to approve the minutes of the July 31, 2023 special meeting, August 01, 2023 regular meeting, and August 8, 2023 budget workshop, 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

2. Consider any action on appointing Bryan Weaver to the Crime Control Prevention District (CCPD) Board, Place 4.

Mayor Brundrett and Council interviewed Mr. Weaver and thanked him for his willingness to volunteer.

Councilmember Rothenberger moved to approve the appointment of Bryan Weaver to the Crime Control and Prevention District (CCPD) Board, Place 4. Councilmember Estes seconded the motion.

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

3. Consider any action on Ordinance No. 2023-10 regarding a request to vacate and abandon certain portions of the street right-of-way of Oregon Avenue in the City of Azle, Texas.

Mayor Brundrett recognized Director of Planning and Development David Hawkins, who gave an overview of the item.

Councilmember Rothenberger moved to approve Ordinance No. 2023-10 regarding a request to vacate and abandon certain portions of the street right-of-way of Oregon Avenue in the City of Azle, Texas. Councilmember Brian Conner seconded the motion.

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

No: (1) Randa Goode

PUBLIC HEARING

4. Conduct a public hearing on the Fiscal Year 2023-24 budget and set the date for adopting the budget.

City Manager Muir gave an overview of the proposed budget and stated the City published a notice in the newspaper as required by law.

Mayor Brundrett opened the public hearing at 6:26 PM

No one spoke

Mayor Brundrett closed the public hearing at 6:26 PM

Parks Superintendent Kyle Culwell gave an overview of the city's softball program, noting city staff have managed this program for over 30 years.

Councilmember Rothenberger moved that an action item be placed on the August 21, 2023 special council meeting agenda to consider approval of an ordinance to adopt the Fiscal Year 2023-24 proposed budget. Councilmember Nelson seconded the motion.

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

5. Conduct a public hearing on the proposed ad valorem tax rate of \$0.5688744 for tax year 2023.

Mayor Brundrett opened the public hearing at 6:43 PM

No one spoke

Mayor Brundrett closed the public hearing at 6:44 PM

6. Conduct a public hearing on the proposed water and sewer rates for FY 2023-24.

City Manager Muir advised that a review of the water and sewer rates is a part of the budget process; and no changes are being proposed for the FY 2023-2024 budget year.

Mayor Brundrett opened the public hearing at 6:45 PM

No one spoke

Mayor Brundrett closed the public hearing at 6:46 PM

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

- Review of Parks fees

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- Ash Street will reopen August 15 in time for the first day of school.
- 08-17-2023 Police fundraiser at Palio's Pizza
- 08-18-2023 Coffee with First Responders at Trinity Territories from 8:30-10:00 AM
- City Manager Muir gave a recap of the major water main break on August 11, and thanked all the Staff who worked during the event.

ADJOURNMENT

Mayor Brundrett adjourned at 6:52 PM.

Presented and approved on 09-05-2023

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



MINUTES
Special Meeting
Azle City Council

505 W. Main Street
Azle, Texas 76020

August 21, 2023

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:04 PM

Members Present:

Mayor Alan Brundrett
Councilmember Derrick Nelson
Councilmember Amy Estes
Councilmember Stacy Peek
Councilmember Rouel Rothenberger
Councilmember Brian Conner

Member Absent:

Mayor Pro Tem Randa Goode

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Yael Forgey	City Secretary
Susie Hiles	Assistant to the City Manager
Will Scott	Fire Chief
Ben Hall	Police Chief
David Hawkins	Director of Planning and Development
Kristen Pegues	Community and Marketing Specialist
Curren McLane	Library Director
Victor Hernandez	Assistant Library Director

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance

PUBLIC PARTICIPATION

None.

ACTION ITEMS

1. Consider any action on Ordinance No. 2023-11 setting forth the expenditures/expenses to conduct each fund for the municipal government of the City of Azle, Texas, for the period beginning October 1, 2023 and ending September 30, 2024, appropriating money for the various funds, setting out the purposes of such various funds, and providing an effective date.

City Manager Muir received clarification from City Council to include in the budget, as part of a mid-

year adjustment for FY 2023-24, \$12,000 for permanent light-changing LED lighting for the back of the Library and \$300,000 to upgrade Shady Grove ballfields and upgrade Shady Grove ballfield lighting to LED.

Councilmember Rothenberger moved to approve Ordinance No. 2023-11 setting forth the expenditures/expenses to conduct each fund for the municipal government of the City of Azle, Texas, for the period beginning October 1, 2023 and ending September 30, 2024, appropriating money for the various funds, setting out the purposes of such various funds, and providing an effective date, as presented. Councilmember Nelson seconded the motion.

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

2. Consider any action on ratifying the property tax increase reflected in the FY 2023-24 budget.

Councilmember Rothenberger moved to ratify the property tax revenue increase reflected in the FY 2023-24 budget. Councilmember Conner seconded the motion.

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

3. Consider any action on Ordinance No. 2023-12 levying taxes for the uses and support of the municipal government of the City of Azle, Texas, for the fiscal year beginning October 1, 2023 and ending September 30, 2024, and providing for the interest and sinking funds for the tax year 2023, and approving each levy for the specific purpose, and providing an effective date.

Councilmember Rothenberger moved that we adopt Ordinance No. 2023-12 and that the property tax rate be increased by the adoption of a tax rate of \$0.5688744, which is effectively a 5.40 percent increase in the tax rate. Councilmember Conner seconded the motion.

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

4. Consider any action on proposed Ordinance No. 2023-13 amending Appendix A of the Azle Municipal Code and reestablish water base rates, sewer base rates, and related fees for FY 2023-24.

Councilmember Rothenberger moved to approve Ordinance No. 2023-13 amending Appendix A of the Azle Municipal Code and reestablish water base rates, sewer base rates, and related fees for FY 2023-24, as presented. Councilmember Conner seconded the motion.

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

DISCUSSION ITEMS

5. Food Truck Park.

Mayor Brundrett recognized Community and Marketing Specialist Kristen Pegues, who gave a presentation on the proposed layout of the food truck park and related costs. The Council agreed to move forward with this.

6. Murals.

Mayor Brundrett recognized Community and Marketing Specialist Kristen Pegues, who gave an update on the location and costs associated with placing a mural at the corner of Main Street and S. Stewart Street. She advised the city will apply for a grant to help offset costs.

The Council agreed to move forward with this.

ADJOURNMENT

Mayor Brundrett adjourned at 7:00 PM.

Presented and approved on 09-05-2023

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



Presenter: Yael Forgey, City Secretary

Agenda Item: Consider any action on appointing Rick Simmons to the Zoning Board of Adjustment, Place 6 Alternate.

Background and Explanation:

Staff received an application from Mr. Simmons for the ZBA Board.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Boards and Commissions Application - Rick Simmons



Boards and Commissions Application

The following information is necessary to apply for potential service on a City of Azle Board or Commission. The information you provide will become a public record and available to the press and the public. In order to apply and serve as a Board or Commission member, you must meet eligibility requirements of the specific Board or Commission for which you apply. Please fill out this form and submit it to the Office of the City Secretary at 505 W. Main St. Azle, TX 76020 or by fax at 817.444.7149 By signing this application you are acknowledging that you have applied for an appointed position with the City, and agree to serve on the Board or Commission for which you have applied in good faith.

Personal Information

Name	Jesse Rickey Simmons (Rick)
E-Mail	jrickysimmons1@att.net
Address	345 Glenhaven Dr
City	Azle
State	TX
Zip	76020
Phone (H):	none
Phone (M):	6307281205
Length of Residence in Azle:	48

You must be a resident of Azle for at least 12 consecutive months preceding your appointment

Registered Voter	Yes
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Have you or do you currently serve on any City Board or Commission?

Yes

If yes, which one(s) and dates: Planning and Zoning Commission, 1 year. Vision Committee 6 months

Professional Information

Business Name None

Profession Retired Civil /Structural Engineer

Business Address None

City Azle

State TX

Zip 76020

Business Phone None

Please briefly tell us why you are interested in serving on a Board or Commission: Randa Goode has asked me to join, in order to utilize my education and experience to help improve or maintain the current Infrastructure and quality of life in Azle.

What do you think qualifies you to serve on a Board or Commission? Service on current city of Azle Commission /Committees, combined with my experience and education. Back in the day, in Tupelo Mississippi, I worked for the Community Development Foundation, with duties including dealing with Zoning Areas, Maps, and Zoning matters.

Please indicate your area(s) of interest. You may select one option or select more by ranking them according to your preferences.

- Zoning Board of Adjustment

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

Will you commit to: Frequent Involvement

I certify that the foregoing information is true and correct.

Signature





Presenter: Kyle Culwell, Parks Superintendent

Agenda Item: Consider any action on awarding the Shady Grove Park Lighting Project (Bid No. 2023-008) to Wallace Controls and Electric, Inc.

Background and Explanation:

In June, invitations to bid were issued for the Shady Grove Park Lighting Project. The Project provides for the furnishing and installation of bollards, pole lights, conduit, conductors, breakers, panel(s), and other appurtenances for the trails in the Park. The budgeted amount for the Project is \$320,000.

On August 3, 2023, four (4) bids were opened and read aloud with Wallace Controls and Electric, Inc. as the apparent low bidder with a bid of \$204,174. A complete bid tabulation is attached as well as a letter of recommendation from the consulting engineer, Jacob Martin, LLC, to award the bid to Wallace Controls & Electric, Inc.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

After consulting with Jacob Martin, LLC, Staff recommends awarding the bid to Wallace & Electric for the amount of \$204,174.

Attachments:

1. 23120 JM Letter of Recommendation AZLE
2. 3. Bid Tab - 23120 - Azle Shady Grove Park Lighting



INTEGRITY
EXCELLENCE
TRUST

August 14, 2023

Kyle Culwell
City of Azle
505 W. Main St.
Azle, Texas 76020

RE: Shady Grove Park Lighting Letter of Recommendation

Dear Mr. Culwell:

On August 3, 2023 bids were opened for the Shady Grove Park Lighting project. This project included the furnishing and installation of 74 bollard lights, 3 pole mounted lights, conduit and conductors, breakers, panel, and all other appurtenances. There were four (4) bids received with the low base bid of \$204,174.00 being turned in by Wallace Controls & Electric, Inc. out Meridian, Texas.

We have completed previous projects with Wallace Controls & Electric, Inc. and see no reason not to award the contract. Based on our communication with the City, we recommend awarding the base bid to Wallace Controls & Electric, Inc. for the total contract amount of \$204,174.00.

Based on the Council's preference for awarding the project, we will prepare documents for execution by the Contractor and the City.

Sincerely,

JACOB | MARTIN

Derek Turner, P.E.
Attachments –Bid Tabulation

xc: Rick White, PSD



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

City of Azle
Shady Grove Park Lighting
Bid Date: August 3, 2023
JM Project Number: 23120
Local Funding - Azle Bid #2023-008



Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the
Following:

				Wallace Controls & Electric, Inc.		Tejas Utilities, LLC		Road Solutions, LLC		HC I&E Contractors, LLC	
				210 E. Morgan Street		2301 Hamilton Road		1535 Snider Lane		2706 Hidden Knoll Trail	
				Meridian, TX 76665		Argyle, TX 76226		Lucas, TX 75002		Frisco, TX 75034	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	LED Bollards with Universal Voltage	74	EA	\$ 639.00	\$ 47,286.00	\$ 1,783.00	\$ 131,942.00	\$ 2,510.00	\$ 185,740.00	\$ 712.00	\$ 52,688.00
2	LED Fixtures to be Mounted on 15' Black Square Pole	3	EA	\$ 1,584.00	\$ 4,752.00	\$ 2,500.00	\$ 7,500.00	\$ 15,800.00	\$ 47,400.00	\$ 4,724.00	\$ 14,172.00
3	New Breakers to Add Circuits to the Existing 1 Phase, 120/240 V Panel	4	EA	\$ 174.00	\$ 696.00	\$ 1,250.00	\$ 5,000.00	\$ 800.00	\$ 3,200.00	\$ 25.00	\$ 100.00
4	Lighting Contactor & Time Clock	1	EA	\$ 3,024.00	\$ 3,024.00	\$ 3,500.00	\$ 3,500.00	\$ 1,990.00	\$ 1,990.00	\$ 1,916.00	\$ 1,916.00
5	Trenching, Boring, Conduit, and Cable	1	LS	\$ 148,416.00	\$ 148,416.00	\$ 60,000.00	\$ 60,000.00	*	\$ 55,000.00	\$ 55,000.00	\$ 298,824.00
TOTAL BASE BID (Items 1 - 5)					\$ 204,174.00		\$ 207,942.00		\$ 293,330.00		\$ 367,700.00

(*) - Extension Error



Presenter: Rick White, Public Services Director

Agenda Item: Consider any action on Ordinance No. 2023-14 amending Section 3, “Administration and Enforcement” of Exhibit A, “Subdivision Ordinance” of Chapter 10, “Subdivision Regulation;” to amend rules and regulations governing development and utility inspection fees.

Background and Explanation:

The 2023 Texas State Legislative session passed a new House Bill (HB 3492) which amends the rules governing methodologies that a Texas municipality may use in charging certain development fees with an effective date of September 1, 2023.

Current Ordinance:

Currently, Section 3.7 - Development and Inspection Fees within the Azle Code of Ordinance states the following:

"From and after the effective date of this Ordinance, the City's development and inspection fees for developments located inside the City and within its extraterritorial jurisdiction shall be four percent (4%) of the construction costs of the water, sewer, street and drainage facilities required by this Ordinance, as determined by the Director of Public Services. Payment shall be made prior to beginning any construction."

Proposed Ordinance:

This Section 3.7 Development and Inspection Fees is proposed to be amended to be in compliance with HB 3492:

"The City's development and inspection fees for developments located inside the City, and within its extraterritorial jurisdiction, shall be paid as engineering review fees pursuant to Section A1.010, Appendix A, of the City of Azle Code of Ordinances."

The new fees will no longer be based on valuation but will now be based on the actual cost of the engineer's review fees. Current ordinance requires an initial minimum deposit of \$2,000.00 to cover anticipated engineer review costs shall be made with each plat, clearing and grading, or parking lot application. An additional deposit of \$1,500.00 shall be made whenever the engineer's review costs have depleted the deposited amount to \$500.00 or less. Following the approval of the application, any remaining funds shall be returned to the applicant. No application may be approved, issued, or recorded until all outstanding fees have been paid.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of this ordinance amendment to comply with newly adopted state statutes.

Attachments:

1. Ord. 2023-14

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING SECTION 3, “ADMINISTRATION AND ENFORCEMENT” OF EXHIBIT A, “SUBDIVISION ORDINANCE” OF CHAPTER 10, “SUBDIVISION REGULATION;” TO AMEND RULES AND REGULATIONS GOVERNING DEVELOPMENT AND INSPECTION FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective September 1, 2023, HB 3492 amended the rules governing methodologies that a Texas municipality may use in charging certain development fees; and

WHEREAS, the City Council believes it prudent to update its regulations regarding development and inspection fees within the City and the City’s extraterritorial jurisdiction in order to protect the health, safety and welfare of all of its citizens,

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

SECTION 1

Section 3.7, “Development and Inspection Fees” of Exhibit A, “Subdivision Ordinance” of Chapter 10, “Subdivision Regulation” shall be amended to read as follows:

“§ 3.7 Development and Inspection Fees.

The City’s development and inspection fees for developments located inside the City, and within its extraterritorial jurisdiction, shall be paid as engineering review fees pursuant to Section A1.010, Appendix A, of the City of Azle Code of Ordinances.”

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall be in full force and effect from and after its passage 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 September 5, 2023.

Mayor, Alan Brundrett

ATTEST:

Yael Forgey, City Secretary

APPROVED AS TO FORM:

Cara Leahy White, City Attorney



Presenter: Ben Hall, Police Chief

Agenda Item: Consider any action authorizing the City Manager to execute an interlocal agreement with the Azle Independent School District to provide Dispatch Services.

Background and Explanation:

The Azle Independent School District Police Department has requested that we provide dispatch services for their police department. As we removed Azle officers from the schools, their department has grown to approximately twelve officers. The dispatch services requested include logging officers on duty and off duty, capturing calls in the computer-aided dispatch system, and 'running' driver's licenses and license plates for them in the ordinary course of their duties. Our dispatch will constantly monitor radio traffic during the hours that school officers work, generally 0730 to 1630 M-F, and during special events such as football games. The Azle ISD Police already have access to our primary radio channels and will use it for routine business that requires interaction with our communications center.

Azle ISD and the City of Azle have developed the attached ILA that will address the terms of the agreement. For the short term, AISD will reimburse the City of Azle for costs associated with adding Azle ISD officers to the Azle Police Department CAD system.

After the specified period, we will review the workflow and impact on operations of managing the school district's radio operations on our dispatch center. At that time, the Azle Police Department and the AISD Police will determine a reasonable value of the services rendered and amend the contract to include that amount for future service.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve the proposed interloca agreement.

Attachments:

1. Agreement with AISD - Dispatch Svcs

**INTERLOCAL AGREEMENT
FOR DISPATCH SERVICES
BETWEEN THE CITY OF AZLE AND AZLE ISD**

THE STATE OF TEXAS
COUNTY OF TARRANT

This Interlocal Agreement (“**AGREEMENT**”) is made and entered into by the CITY OF AZLE, TEXAS, a Home Rule Municipal Corporation (“**Azle**”) and the AZLE INDEPENDENT SCHOOL DISTRICT, CITY OF AZLE, TEXAS.

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

WHEREAS, Azle and Azle ISD desire to establish an agreement for police dispatch, as described herein, ("Services") for the Azle ISD Police Department with an efficient delivery of this key public safety service, in that Azle ISD does not possess the staffing for such services; and

WHEREAS, Azle ISD currently provides police services to school district and other users within Azle ISD jurisdiction; and

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

WHEREAS, Azle believes providing Services to a local school district will be of a public benefit to both entities and is in the best interests of Azle and Azle ISD; and

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

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

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

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, AZLE AND AZLE ISD HEREBY AGREE TO THE FOLLOWING:

SECTION 1 DEFINITIONS

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

- A. Dispatch: The answering and/or transferring of emergent and non-emergent calls for service and the radio communication to police or fire units related to such; in coordination with required computer services, searches, and databases.

SECTION 2 FINDINGS

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

SECTION 3 TERM

This Agreement shall be for an initial term, commencing at midnight on **September 11, 2023** and ending at 11:59 p.m. on **December 31, 2023**, (the "Initial Term") and may be extended annually thereafter by mutual consent of the parties in writing for a period of one (1) year terms, unless terminated as provided herein, to begin on January 1 of each successive year. This agreement may be renewed, including any agreed upon modifications, on an annual basis with the agreement of each party herein. Any extension of the one (1) year term must be approved in writing at least thirty (30) days in advance of the annual termination date by both parties.

SECTION 4 SCOPE OF SERVICES TO BE PROVIDED BY AZLE

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

- A. **Dispatch Services.** Commencing on the Effective Date of this Agreement, Azle will allow Azle ISD to use Police Dispatch services located at Azle Police Department pursuant to the terms and conditions in this agreement. This shall include, but not be limited to, receiving and answering 911 calls pertaining to Azle ISD, radio dispatching Azle ISD Police Department units/personnel to emergent and non-emergent calls for service, and accessing state database information via established computer systems. No Azle Dispatcher shall be compelled to violate any law or regulation governing such system(s). Azle ISD will observe and comply with all standards, rules and ordinances of Azle as they relate to the use of dispatch services.

1. **Dispatch Services.** Azle will provide the necessary officers and employees to properly supervise and operate Azle Dispatch facility.
2. **Communications Equipment.** Azle ISD shall provide, at their own expense, any and all communications equipment necessary for its Police Officers to communicate with the Azle Dispatcher. If Azle ISD so desires, they may choose to make upgrades/modifications to the communications system to provide for additional communications abilities. All costs incurred are the responsibility of the incurring agency for such upgrades.
3. **Primary Radio Frequency.** Azle ISD officers shall monitor on the designated Azle Police Department channel (frequency) for normal Police radio traffic.
4. **Identifier.** Except for Driver License and Vehicle Registration inquiries, all other Texas Law Enforcement Tracking System (TLETS) traffic for Azle ISD will be run using the Originating Identifier (ORI) assigned to the Azle ISD Police Department by the Texas Department of Public safety.
5. **Radio log.** Azle shall maintain a Radio Activity Log in the Computer Aided Dispatch (CAD) system. Azle ISD will utilize the same CAD system as Azle. Azle will store all of Azle ISD's information on Azle's server.
6. **Radio Usage.** All radio traffic between Azle ISD and Azle will be limited to official police or fire department business only.
7. **Emergency 9-1-1.** Azle will act as the emergency 9-1-1 Public Safety Answering Point (PSAP) for Azle ISD.

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

1. **Provision of information.** Azle ISD agrees to provide whatever information and materials are necessary for the prompt and efficient entry of such warrants. Azle will maintain original warrants in our dispatch.

2. **Entry of information.** Azle agrees to promptly enter such materials in the appropriate database for the processing and posting of said warrants on any applicable local, state or national system in a similar manner as that of any warrant generated by Azle.

SECTION 5 FEE(S) AND PAYMENTS FOR SERVICES

In return for and in consideration of the services provided by Azle herein, Azle ISD agrees to reimburse Azle the initial sum of \$4,500.00 for Computer Aided Dispatching licensing fees. This amount shall be due within fifteen days of the execution of this Agreement. Thereafter, Azle ISD will pay Azle an agreed upon monthly sum as compensation for the Services provided herein. This payment and all subsequent payments for services shall be due within fifteen (15) days from the presentation/issuance of an invoice for such services unless otherwise subsequently agreed upon, in writing, by both parties. No fee shall be modified without prior notice and written agreement between both parties.

SECTION 6 NOTICE

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

CITY OF AZLE, TEXAS:

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

Email: tmuir@cityofazle.org

AZLE ISD AZLE, TEXAS:

ATTN: Todd Smith
Superintendent, Azle ISD
300 Roe Street
Azle, Texas 76020

Email: tsmith@azleisd.net

SECTION 7 DISILLUSION OF AGREEMENT

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

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

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

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

SECTION 8 DISPUTE RESOLUTION

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

SECTION 9 VENUE

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

SECTION 10 INDEPENDENT CONTRACTOR

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

SECTION 11 LIABILITY

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

waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

SECTION 12 COMPLIANCE

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

SECTION 13 ENTIRE AGREEMENT

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

SECTION 14 NO WAIVER OF IMMUNITY

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

SECTION 15 AMENDMENTS

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

SECTION 16 FORCE MAJEURE

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

SECTION 17 SEVERABILITY

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

SECTION 18 AUTHORIZATION & APPROVAL

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

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

CITY OF AZLE, TEXAS

AZLE ISD, AZLE, TEXAS

By: Tom Muir, City Manager

Date: _____

ATTEST:

By: Todd Smith, Superintendent

Date: _____

ATTEST:

By: Yael Forgey, City Secretary

By: Debbie Keith, AISD Secretary



Presenter: Susie Hiles, Assistant to the City Manager

Agenda Item: Consider any action authorizing the City Manager to execute an Interlocal Agreement with the Fort Worth Transportation Authority (Trinity Metro) to provide door-to-door transportation services for elderly and disabled citizens.

Background and Explanation:

To renew the contract with Fort Worth Transportation Authority (Trinity Metro) to provide door-to-door transportation services within Tarrant County for Azle's seniors and persons with disabilities for a variety of purposes such as medical appointments, shopping, recreation, school or work. Catholic Charities Fort Worth handles the scheduling and is the transportation provider. Trinity Metro administers this federally funded program through Tarrant County Transportation Services (TCTS).

The Interlocal Agreement runs from October 1, 2023 through September 30, 2024, and the cost will remain the same at \$3,126, which shall be paid in three (3) equal installments of \$1,042. Rider cost remains unchanged since 2004 – \$2.50 for a one-way trip and Azle riders will still have guaranteed space each Monday.

We continue to publish information in the quarterly newsletter, Azle News City Page, the web page and we provide the information to our Senior Center.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the agreement.

Attachments:

1. TCTS Interlocal Agreement Azle 2023-2024
2. TCTS Ridership 2022-23

**INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE COSTS FUNDING FOR
SECTION 5310 PROGRAM
BETWEEN
THE FORT WORTH TRANSPORTATION AUTHORITY
AND
THE CITY OF AZLE, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Azle, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

WHEREAS, the City of Azle desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

WHEREAS, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Azle is contributing a total of \$3,126.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from October 1, 2023 through September 30, 2024; and

WHEREAS, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

Now, therefore, the parties pursuant to City of Azle action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Azle will be allocated one day (Monday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Azle residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. Trinity Metro will administer transportation services to the citizens of the City of Azle under the program known as Tarrant County Transportation Services from October 1, 2023 through September 30, 2024.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Azle according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Azle will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment for the period from October 1, 2023 through September 30, 2024, which amount shall be paid in three (3) equal installments of \$1,042.00, the first such payment to be due within 30 days of invoice but in no event earlier than September 30, 2023, the second such payment to be due within 30 days of invoice but in no event earlier than December 31, 2023, and the third such payment to be made within 30 days of invoice but in no event earlier than April 30, 2024.
6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Azle.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin October 1, 2023 and end September 30, 2024.

9. The City of Azle will be considered a participating community and the qualifying residents of Azle will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF AZLE, TEXAS

FORT WORTH TRANSPORTATION
AUTHORITY:

By: _____
City Manager

By: _____
Richard Andreski
President & CEO

ATTEST:

APPROVED AS TO FORM:

City Attorney
City of Azle, Texas

Tarrant County Transportation Services
Monthly One-Way Trips

One-way Trips

		2023	2022	Add'l Day	2021	Add'l Day	2020	Add'l Day	2019	Add'l Day
October	2022	93	37	47	47	42	48	56	11	4
November		55	44	44	36	45	53	58	0	16
December		65	37	68	49	49	54	44	6	7
January	2023	65	42	45	48	62	44	48	6	14
February		58	28	51	41	48	47	45	22	15
March		56	36	58	72	81	34	39	17	16
April		75	58	57	64	63	12	8	21	23
May		72	40	66	57	65	5	24	20	40
June		49	49	83	62	70	12	24	33	32
July		79	60	93	39	60	13	25	46	51
August					47	62	36	33	50	53
September					26	56	28	53	46	50
Y-T-D Total		667	431	612	588	703	386	457	278	321

Costs Billed to Grant

October	2022	\$4,078.05	\$1,572.50	\$1,997.50	\$1,927.47	\$1,722.42	\$1,907.52	\$2,225.44	\$423.61	\$154.04
November		\$2,411.75	\$1,870.00	\$1,870.00	\$1,476.36	\$1,845.45	\$2,106.22	\$2,304.92	\$0.00	\$616.16
December		\$2,850.25	\$1,572.50	\$2,890.00	\$2,009.49	\$2,009.49	\$2,145.96	\$1,748.56	\$231.06	\$269.57
January	2023	\$2,850.25	\$1,785.00	\$1,912.50	\$1,968.48	\$2,542.62	\$1,748.56	\$1,907.52	\$231.06	\$539.14
February		\$2,543.30	\$1,190.00	\$2,167.50	\$1,681.41	\$1,968.48	\$1,867.78	\$1,788.30	\$847.22	\$577.65
March		\$2,455.60	\$1,530.00	\$2,465.00	\$2,952.72	\$3,321.81	\$1,351.16	\$1,549.86	\$654.67	\$616.16
April		\$3,288.75	\$2,465.00	\$2,422.50	\$2,624.65	\$2,583.63	\$476.88	\$317.92	\$808.71	\$885.73
May		\$3,157.20	\$1,700.00	\$2,805.00	\$2,337.57	\$2,665.65	\$198.70	\$953.76	\$770.20	\$1,540.40
June		\$2,148.65	\$2,082.50	\$3,527.50	\$2,542.62	\$2,870.70	\$476.88	\$953.76	\$1,270.83	\$1,232.32
July		\$3,464.15	\$2,550.00	\$3,952.50	\$1,599.39	\$2,460.60	\$516.62	\$993.50	\$1,771.46	\$1,964.01
August					\$1,997.50	\$2,635.00	\$1,459.85	\$1,346.98	\$1,925.50	\$2,041.03
September					\$1,105.00	\$2,380.00	\$1,148.28	\$2,173.53	\$1,771.46	\$1,925.50
Y-T-D Total		\$29,247.95	\$18,317.50	\$26,010.00	\$24,222.66	\$29,005.85	\$15,404.41	\$18,264.05	\$10,705.78	\$12,361.71



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Resolution No. 2023-13 approving a negotiated settlement regarding Atmos Energy Corp. – Mid-Tex Division’s 2023 RRM filings.

Background and Explanation:

The City, along with 181 other cities served by Atmos, is a member of the Atmos Cities Steering Committee (ACSC). In 2007, ACSC and Atmos settled a rate application filed by Atmos pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as RRM, as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM tariff. The most recent iteration of an RRM tariff was reflected in an ordinance adopted in 2018 by ACSC cities (Ordinance No. 2018-04, adopted March 6, 2018). On March 31, 2023, Atmos filed a rate request pursuant to the RRM tariff adopted by ACSC members. Atmos claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million. Application of the standards set forth by ACSC’s RRM tariff required Atmos to reduce its request to \$156.1 million, of which \$113.8 million would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$165.9 million.

The ACSC Executive Committee is recommending a negotiated settlement of \$142 million. The effective date for the new rates is October 1, 2023 – please see attached Resolution No. 2023-13.

Atmos generated proof that the rate tariffs attached to the resolution will generate \$142 million in additional revenues on a system-wide basis. ACSC consultants have agreed that Atmos’s proof of revenues is accurate.

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31 percent. The increase for average commercial usage will be \$24.72 or 5.19 percent.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve Resolution No. 2023-13.

Attachments:

1. Atmos Mid-Tex 2023 RRM Settlement Resolution

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Azle, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 1, 2023, Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos’ plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications; and

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2023 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after September 30, 2023.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS,
ON THE 5TH DAY OF SEPTEMBER 2023**

Alan Brundrett, Mayor

ATTEST:

Yael Forgey, City Secretary

APPROVED AS TO FORM:

Cara White, City Attorney



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Murals.

Background and Explanation:

Staff will provide an update on the proposed mural project. The mural artist, Ms. Sheri Johnson-Lopez will also be in attendance and participate in the discussion.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Tom Muir, City Manager

Agenda Item: Dead animal removal.

Background and Explanation:

Mayor Pro Tem Goode requested a discussion item regarding the removal of dead animals from private property.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Tom Muir, City Manager

Agenda Item: Dunaway Lane Reconstruction Project.

Background and Explanation:

Staff will present an update on the Dunaway Lane Reconstruction Project.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None