



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

March 4, 2024

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

Josh Tollison, Senior Pastor of Lighthouse Harbor Church

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

ACTION ITEMS

1. Consider any action on the February 20, 2024 regular council meeting minutes.
Yael Forgey, City Secretary
2. Consider any action on Ordinance No 2024-03 amending Chapter 1, Article 1.04 "Boards, Commissions, and Committees" of the Code of Ordinances, City of Azle, Texas by adding a Beautification Board, providing that this ordinance is cumulative of all ordinances; providing a severability clause; providing a savings clause; and providing an effective date.
Tom Muir, City Manager
3. Consider any action authorizing the City Manager to execute an agreement with Community Link Mission to operate a farmers market.
Tom Muir, City Manager

PUBLIC HEARINGS

4. Conduct a public hearing and consider any action on Ordinance No. 2024-06 amending the FY2023-24 budget for the expenditure of felony forfeiture funds to purchase soft body armor for the Police Department.
Ben Hall, Police Chief
5. Conduct a public hearing and consider any action on Ordinance No. 2024-04 regarding text amendments to Chapter 10 "Subdivision Ordinance" and Chapter 14 "Zoning Ordinance" of the

Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider amendments to the screening wall requirements for single-family residential developments.

David Hawkins, Director of Planning and Development

6. Conduct a public hearing and consider any action on Ordinance No. 2024-05 regarding text amendments to Chapter 4 "Business Regulations", Chapter 6 "Health and Sanitation", Chapter 14 "Zoning Ordinance" and Appendix A – Fee Schedule of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding regulations for Food Truck Parks.

David Hawkins, Director of Planning and Development

DISCUSSION ITEM

7. Fence Ordinance

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 03/01/2024, 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: Yael Forgey, City Secretary

Agenda Item: Consider any action on the February 20, 2024 regular council meeting minutes.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

To approve.

Attachments:

1. Minutes 02-20-2024



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

February 20, 2024

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:04 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
Andrea Russell	City Attorney
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Victor Gonzalez	Assistant Library Director
Ben Hall	Police Chief
David Hawkins	Director of Planning and Development
Martin Avila	Finance Director
Matthew Sommerfield	Golf Course Manager

INVOCATION

Jay Ditty, pastor of Silver Creek Baptist Church, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance

PUBLIC PARTICIPATION

None.

PRESENTATIONS

1. Cross Timber Golf Course Annual Presentation.

Mayor Brundrett recognized Matt Sommerfield, golf course manager, who gave a presentation on the

activities of Cross Timbers Golf Course for the past year.

2. Quarterly Investment Report for the Quarter ended December 31, 2023

Mayor Brundrett recognized Finance Director Martin Avila who gave a brief review of the Quarterly Investment Report ending September 30, 2023, noting the book value of this quarter's investment is \$ 41,002,539 and the average quarterly yield is 4.97%.

ACTION ITEMS

3. Consider and take action on the February 6, 2024 regular council meeting minutes.

Councilmember Rothenberger moved to approve the February 6, 2024 regular council meeting minutes, 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.

4. Consider any action on acceptance of the auditor's opinion, the Annual Comprehensive Financial Report (ACFR) and Single Audit Report for the fiscal year ended September 30, 2023

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

Councilmember Rothenberger moved to accept the auditor's opinion, the Annual Comprehensive Financial Report (ACFR) and Single Audit Report for the fiscal year ended September 30, 2023, 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 on Ordinance No. 2024-02 an ordinance amending Chapter 4 "Business Regulations" of the code of ordinances, city of Azle, Texas to repeal and replace article 4.09 "Wreckers" to establish regulations for wreckers operating in the city and to provide for contracting with a single wrecker service company for towing and impound services for the city; providing that this ordinance is cumulative of all ordinances; providing a severability clause; providing a savings clause; providing a penalty clause; providing for publication; and providing an effective date.

Mayor Brundrett recognized Police Chief Ben Hall who stated this is a continuation of the discussion with Council regarding the Staff proposed wrecker ordinance revisions. The Council requested several changes:

- Section 4.09.022(g) - clarify language to make the intent easier to understand.
- Section 4.09.022(k) and (p), add wording that references "cash" as an additional form of payment.

Councilmember Conner moved to approve Ordinance No. 2024-02 an ordinance amending Chapter 4 "Business Regulations" of the code of ordinances, city of Azle, Texas to repeal and replace article 4.09 "Wreckers" to establish regulations for wreckers operating in the city and to provide for contracting with a single wrecker service company for towing and impound services for the city; providing that this ordinance is cumulative of all ordinances; providing a severability clause; providing a savings clause; providing a penalty clause; providing for publication; and providing an effective date with the requested changes. Councilmember Rothenberger seconded the motion.

Yes: (6) Alan Brundrett, Derrick Nelson, Amy Estes, Stacy Peek, Rouel Rothenberger, Brian Conner.
No: (1) Randa Goode

6. Consider a variance request to Section 3.10.042 (b) of the City of Azle Code of Ordinances to allow for corrugated metal panels for fencing material. The subject property is located at 735 Phillips Drive which is located on the west side of Phillips Drive and north of Kerry Lane.

Mayor Brundrett recognized Director of Planning and Development David Hawkins, who explained the variance request.

Javier Martinez - the property owner explained the reason for this request.

Mayor Pro Tem Goode moved to approve the variance request to Section 3.10.042 (b) of the City of Azle Code of Ordinances to allow for corrugated metal panels for fencing material on property located at 735 Phillips Drive which is located on the west side of Phillips Drive and north of Kerry Lane with the following stipulations; the color side of the metal panels is facing out, the metal panels are outside of the runners toward the street side away from the property, all panels to be vertically straight, a top cap on the panels designed for metal roofing and the top of the fence to be smooth and even. Councilmember Estes seconded the motion.

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

7. Consider any action on Ordinance No 2024-03 amending Chapter 1, Article 1.04 "Boards, Commissions, and Committees" of the Code of Ordinances, City of Azle, Texas by adding a Beautification Board, providing that this ordinance is cumulative of all ordinances; providing a severability clause; providing a savings clause; and providing an effective date.

Mayor Brundrett introduced City Manager Muir who stated the Council requested Staff to create an ordinance creating a Beautification Board. A draft ordinance was presented to Council. Council requested the following changes regarding the composition of the seven (7) member board;

- up to three (3) Azle City Council members
- up to two (2) business owners from businesses located within Azle city limits
- one Azle High School student who resides within Azle city limits
- up to three (3) residents who reside within Azle city limits
- Council also requested to include language requiring the board to have two joint meetings annually with the city council to present suggested projects.

Staff will work on the changes and bring back a draft ordinance at the next meeting.

DISCUSSION ITEMS

8. Parking lot Maintenance

The Council requested Staff to draft an ordinance requiring commercial parking lots to be maintained in good condition.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

Discuss fencing ordinance to include requiring smooth side facing out.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

02-09-2024 Night to Shine event

02-24-2024 Servolution Gala
02-20-2024 Early voting begins
03-05-2024 Election Day
02-27-2024 Stewart St Bridge to be closed for several days for bridge maintenance
Next council meeting moved to 03-04-2024

EXECUTIVE SESSION

551.074 PERSONNEL MATTERS

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

Mayor Brundrett convened to Executive Session at 8:09 PM.

9. Take any action pursuant to the Executive Session.

Mayor Brundrett reconvened to open the meeting at 9:19 PM.

Councilmember Rothenberger moved to approve a 4% salary increase for the City Manager effective 01-01-2024. Mayor Pro Tem Goode seconded the motion.

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

ADJOURNMENT

Mayor Brundrett adjourned at 9:20 PM.

Presented and approved on 03-04-2024

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Ordinance No 2024-03 amending Chapter 1, Article 1.04 "Boards, Commissions, and Committees" of the Code of Ordinances, City of Azle, Texas by adding a Beautification Board, providing that this ordinance is cumulative of all ordinances; providing a severability clause; providing a savings clause; and providing an effective date.

Background and Explanation:

The Council has expressed a desire to create a Beautification Board composed of council members and citizens, including a high school student. The Board will work to improve the aesthetic value of the city by involving citizens and various groups who have the beautification of Azle as a primary goal and who actively contribute to achieving this goal. The Board will accomplish these improvements through clean-ups, landscaping, beautification, and revitalization of the City's public spaces and encouraging businesses and residential areas to beautify their respective areas. The Board will present a report annually to the City Council regarding their projects and activities throughout the year, as well as have a joint meeting with the City Council twice a year.

In addition, the Board will be comprised of seven (7) members with any combination of the following: up to three (3) members from the City Council, one (1) Azle ISD high school student, up to two (2) members may be nonresident, owners or employees of businesses operating within the city limits, and up to three (3) resident citizens who are qualified voters.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Ordinance No.2024-03 Beautification Board

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, AMENDING CHAPTER 1, ARTICLE 1.04 "BOARDS, COMMISSIONS, AND COMMITTEES" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS ADDING A BEAUTIFICATION BOARD. PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Azle, Texas (the "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, Section 3.07(f) of the Charter of the City of Azle, Texas authorizes the City Council to provide for such additional boards and commissions, not otherwise provided for in this charter, as may be deemed necessary, and appoint the members of all such boards and commissions; and

WHEREAS, the City Council of the City of Azle, Texas seeks to create a Beautification Board to Keep Azle Beautiful.

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

SECTION 1

There is hereby created and established a Beautification Board for the City of Azle, Texas, hereinafter referred to as the "Board," to be composed of seven (7) voting members who shall be appointed by and serve at the pleasure of the City Council.

SECTION 2

MEMBERSHIP AND TERM

The Board shall be composed of a combination of the following, with no more than seven (7) members being appointed:

- Up to Three (3) members from the Azle City Council
- One (1) Azle ISD high school student who resides within the Azle city limits
- Up to Two (2) members may be nonresident, owners or employees of businesses operating within the Azle city limits.
- Up to Three (3) resident citizens who are qualified voters.

The Board shall serve staggered two-year (2) terms with Places 1, 3, 5 and 7 expiring in odd-numbered years, and Places 2, 4 and 6 expiring in even-numbered years. The terms shall expire on October 31st of each year as referenced above.

The Board shall choose from its members a Chairperson and Vice Chairperson. The term of office shall be one (1) year with the term of office expiring on October 31st of each year. Officers may be re-elected.

SECTION 3

Rules and Regulations

The Board shall establish the time and place for holding regular meetings. The Board shall meet twice a year in a joint meeting with City Council to discuss community beautification including possibly presenting recommendations on beautification projects and programs for the city. On an annual basis, the Board shall present a report to the City Council.

SECTION 4

Purpose

The purpose of the Beautification Board will be to make the city a clean and attractive city in which to live, to maintain a healthy environment, to educate the city's citizens as to the ongoing process of keeping their city beautiful, and to generally beautify the city.

The Board shall consider the following aspects of a potential beautification program and shall make recommendations of each to the City Council for final approval: landscaping of city rights-of-way and city property; award programs for businesses and residential areas that beautify their areas through landscaping, maintenance, the abatement of litter or other methods; voluntary recycling, including the promotion and education of the need for recycling; the possibility of joining state or nation-wide groups that are focused on beautification; and how to involve the general public, the school system, the business community and homeowners in a beautification program.

SECTION 5

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Azle, Texas, as amended. Where the provisions of this Ordinance are in direct conflict with the provisions of any earlier ordinances and Code provisions, then the conflicting provisions of such earlier ordinances and Code provisions are hereby repealed.

SECTION 6

All rights or remedies of the City of Azle, Texas, are expressly saved as to any and all violations of the Code of Ordinances, or any amendments thereto 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, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 7

It is hereby declared to be the intention to 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 unenforceable or invalid by the final judgment or decree of any court of competent jurisdiction, such unenforceability or invalidity 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 phrase, clause, sentence, paragraph or section.

SECTION 8

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

DULY PASSED AND APPROVED this ____ day of ____, 2024.

Alan Brundrett, Mayor

ATTEST:

Yael Forgey, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Andrea Russell, City Attorney



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action authorizing the City Manager to execute an agreement with Community Link Mission to operate a farmers market.

Background and Explanation:

Community Link Mission (CLM) has proposed to operate a Farmers Market in Azle. The Market will operate on Saturdays at the Feedlot starting in April and ending in December. CLM is requesting \$39,672 to operate the Market for this period.

CLM will make a presentation at the Council meeting. A draft agreement is attached for your reference.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Authorize the agreement for the Market.

Attachments:

1. 2024 Farmer's Market Agmt Final

**AGREEMENT BETWEEN THE CITY OF AZLE AND COMMUNITY LINK
MISSION, INC. REGARDING FARMER'S MARKET MANAGEMENT**

This Agreement ("Agreement") is made and entered into by and between the City of Azle, Texas ("City"), a home rule Texas municipality, and Community Link Mission, Inc. ("CLM"), a Texas non-profit corporation, for the purposes and considerations stated below:

RECITALS

WHEREAS, CLM has certain skills, knowledge, experience in operating farmers' markets; and

WHEREAS, the City desires that CLM operate and promote a Farmer's Market at The Feedlot located at 225 Church Street; and

WHEREAS, CLM is willing to operate and promote a Farmer's Market in accordance with the terms of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual benefits and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the definitions ascribed to them as follows:

Affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling CLM.

City means the City of Azle, Texas.

City Manager means the City Manager of the City, or their designee.

CLM means Community Link Mission, Inc.

Effective Date has the meaning ascribed to it in Part 2 of this Agreement.

Farmer's Market means a physical retail marketplace intended to sell foods directly by farmers to consumers. A farmer's market will typically consist of booths, tables, or stands where farmers sell fruits, vegetables, meats, cheeses, and sometimes prepared foods and beverages. A farmer's market also includes, as a secondary use, the sale of hand-crafted items, but expressly prohibits the sale of commercially produced items for resale.

Term has the meaning ascribed to it in Part 2 of this Agreement.

Weekend means a Saturday, a Sunday, or both Saturday and Sunday.

2. Term and Termination

a. This Agreement shall be effective as of the date of execution by all parties and will continue to be in force and effect until December 31, 2024, unless terminated earlier under the terms of this Agreement.

b. Either party may terminate this Agreement without cause on thirty (30) days' written notice to the other party. Either party may terminate this Agreement immediately upon any breach of this Agreement by the other party with written notice to such party.

3. Covenants of CLM to the City

a. In consideration of the City's grant of funds to CLM described in accordance with the terms and conditions of this Agreement, CLM agrees to:

- (1) operate a Farmer's Market at The Feedlot, 225 Church Street, Azle, Texas 76020 until December 15, 2024, under the terms and conditions of this Agreement;
- (2) operate the Farmer's Market at The Feedlot, 225 Church Street, in a commercially reasonable manner;
- (3) require that no more than fifty percent (50%) of the vendors participating in the Farmer's Market each Saturday are non-food vendors;
- (4) allocate and license operational space for current and potential vendors in accordance with the scoring mechanism set forth in the attached Exhibit "A,"
Rubric for Potential and Current Vendors.

b. CLM represents and warrants that it has the authority to enter into this Agreement. CLM also represents and warrants it will not violate any federal, state, or local laws in operating the Farmer's Market, and that all activity at The Feedlot, 225 Church Street, under this Agreement, shall conform to applicable building codes, health and safety codes, zoning regulations, and all other ordinances of the City.

c. In consideration of the privilege of using The Feedlot, 225 Church Street, during the term of this Agreement, CLM agrees to use its best efforts to prevent damage to any part or portion of the market location. If, however, any part or portion of the market location becomes damaged during CLM's occupation of the market location under this Agreement, CLM shall immediately notify the City Manager. CLM shall also notify the City Manager of any existing or developing hazardous or dangerous condition within and about the market location. CLM further agrees to accept the market location in the condition in which it is found each Saturday covered by this Agreement. The City hereby disclaims, and CLM hereby accepts the City's disclaimer of any warranty, express or implied, of the conditions or fitness for use of any portions of the market location for the Farmer's Market or of the adequacy of any on or off-site parking for the Farmer's Market.

d. Preparation of the market location for the Farmer's Market and clean up following the market shall be the responsibility of CLM and the vendors. CLM and any vendors will be allowed access to the market location no earlier than 6:30 a.m. each Saturday for a Weekend in

which the Farmers Market shall be operated. The market location will be open for use for the Farmer's Market generally from 6:30 a.m. until 9:00 p.m. each Weekend. CLM agrees that it will, following each use of the market location, restore it to as good a condition as existed prior to such use by CLM. CLM's failure to clean up and restore the market location to the same good condition will result in the City hiring a third party to restore or clean the market location to the same good condition. CLM will be responsible for all fees paid to such third party. CLM and all vendors will vacate the market location no later than 9:00 p.m. each Sunday for a Weekend in which the Farmers Market shall be operated.

4. Covenants of the City to CLM

a. The City will pay CLM \$39,672, payable in monthly installments beginning _____ and ending on December 31, 2024 to assist in the funding of operations and promotion for the Farmer's Market. If this Agreement is terminated prior to December 31, 2024, the foregoing compensation will be prorated.

b. The City hereby authorizes and agrees that CLM will be allowed to operate a Farmer's Market at The Feedlot, 225 Church Street, at the times specified in this Agreement. The parties agree and understand these rights are not exclusive and at any time the market location is not being occupied by CLM and the Farmer's Market vendors under the terms of this Agreement, the City may permit other parties to use the market location for any authorized purpose.

c. The City will promote the Farmers Market operated by CLM as the City determines in its sole discretion to be appropriate. Such promotion may include advertisement in the utility bills, posting notices and updates on the City's website, and issuing press releases.

d. The City, in its sole discretion, may close the market location due to inclement weather that may hinder CLM from utilizing the market location under the Agreement. The City will communicate with CLM regarding the closure of the market location due to inclement weather. In addition, the City will have the absolute right, for any reason and with or without cause, to preempt this Agreement and cancel the Farmer's Market for not more than three (3) Saturdays. If a Farmer's Market is cancelled or market location is closed under the terms of this paragraph, CLM will nonetheless be credited with successful completion of a farmer's market for the purposes of Part 5(a)(l).

e. The City specifically reserves the right to remove or exclude any vendor or other person who refuses to abide by any local, state or federal law.

5. General Breach

Unless stated elsewhere in this Agreement, CLM shall be in default under this Agreement if CLM breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from the City referencing this Agreement, the City shall have the right to terminate this Agreement immediately by providing written notice to CLM. If this Agreement is terminated, CLM will forfeit its right to further payments by the City.

6. No Independent Contractor or Agency Relationship

It is expressly understood and agreed that CLM shall operate as an independent contractor and not as an agent, representative or employee of the City. CLM shall have the exclusive right to control all details and day-to-day operations relative to the Farmer's Market and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM acknowledges that the doctrine of respondent superior will not apply as between the City and CLM, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. CLM further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and CLM.

7. INDEMNIFICATION

CLM, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, DEMANDS, CAUSES OF ACTION, COSTS AND EXPENSES OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION AND SETTLEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS OF BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY: (a) CLM'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (b) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CLM, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY, OR ITS EMPLOYEES, OFFICERS, AGENTS, ASSOCIATES, CONTRACTORS OR SUBCONTRACTS), OR SUBCONTRACTORS DUE OR RELATED TO OR ARISING FROM THE OPERATIONS OF THE FARMER'S MARKET, ACTIVITIES AT THE FEEDLOT, OR THE PERFORMANCE OF THIS AGREEMENT.

8. Insurance

CLM agrees to maintain insurance for comprehensive general liability, automobile liability insurance, and workers' compensation during the term of this Agreement in the amounts specified by the City, and CLM shall furnish City with a valid Certificate of Insurance covering all workers and subcontractors. Such policies shall name the City, its officers, employees, and agents as an additional insured and shall provide for a waiver of subrogation against the City.

9. Notices

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:
City of Azle
Attn: City Manager

Address:
505 W. Main Street
Azle, TX 76020

CLM:
Community Link Mission, Inc.
Attn: Lara Gay

300 Belmont Street
Saginaw, TX 76179

10. Assignment and Successors

CLM may at any time assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate, so long as CLM, the Affiliate, and the City first execute an Agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of CLM under this Agreement. Otherwise, CLM may not assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City of Azle. Any attempted assignment, transfer, or conveyance without the City's prior written approval shall constitute a breach and be grounds for termination of this Agreement. Any authorized assignee or successor-in-interest of CLM of all rights under this Agreement shall be deemed "CLM" for all purposes under this Agreement.

11. Compliance with Laws, Ordinances, Rules, and Regulations

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter, codes and ordinances, as they may be amended.

12. Right to Inspect Records

CLM agrees that the City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of CLM or any Affiliate involving transactions relating to this Agreement during the term of this Agreement. The City shall give CLM or its Affiliate reasonable advance notice of intended examination.

13. Governmental Immunity and Powers

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations and conditions of this Agreement.

14. No Waiver

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. Venue and Jurisdiction: Applicable Law; Limitation of Remedies.

a. *Venue.* If any action, whether real or asserted, at law or in equity, arises on the- basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas - Fort Worth Division.

b. *Applicable Law.* This Agreement shall be construed in accordance with the laws of the State of Texas and is entered into subject to the charter and ordinances of the City as they may be amended from time to time. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and execution.

c. *No Waiver of Immunity; Limitation of Remedies.* Notwithstanding any provision of this Agreement to the contrary, nothing contained in this agreement may be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants, or employees. To the extent there may be a waiver of immunity under state law, the remedies available to enforce this agreement are limited to mandamus, specific performance, or injunctive relief. All other remedies (except recovery of attorney's fees as allowed below), including suits for damages are specifically waived by both parties.

d. *Attorney's Fees.* In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

16. No Third-Party Rights

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

17. Force Majeure

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

18. Interpretation

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement. To the extent of any conflict between an incorporated exhibit and the body of this Agreement, the Agreement shall control.

19. Severability Clause

It is hereby declared to be the intention of the parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the parties without the incorporation in this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section. It is the intent of the Parties to provide the economic incentives contained in this Agreement by all lawful means.

20. Captions

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

21. Entirety of Agreement

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and CLM, and any lawful assign and successor of CLM, as to the matters contained in the Agreement. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended unless the amendment is executed in writing by both parties.

22. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Signed this _____ day of March 2024.

CITY OF AZLE

By: _____
Thomas J. Muir, City Manager

Date: _____

COMMUNITY LINK MISSION

By: _____
Trey Harper, Executive Director

Date: _____

RUBRIC FOR POTENTIAL AND CURRENT VENDORS

Vendor Name:

Rubric for Potential and Current Vendors

Approved: 20-25 Will be reviewed: 15-20 Waitlisted: <15 Removed: <10

VENDOR SCORES			5	4	3	2	1
	A	Location/Proximity to Azle	Azle based	Within 25 miles of Azle	Within 50 miles of Azle	Within 100 miles of Azle	Near or beyond 150 miles
	B	Use of Local Agricultural Product	Farmer	Not agricultural, but uses all local	Not agricultural but uses mostly local	Not agricultural but uses some local	Not agricultural, uses no local
	C	Uniqueness of Item	No other vendors	One somewhat similar vendor	One very similar vendor	Two very similar vendors	Three+ very similar vendors
	D	Brand (packaging, logo, social media presence)	Lots of thought and follow-through in brand development	Well thought out and fairly consistent in presence	Either not completely thought out or no consistent	Somewhat thought out, poor presence	Little thought, no presence
	E	Completeness of Business (how thought out, how long in existence, commissary kitchen)	Established business, participating in other markets/other locations	Established business with other pop ups/plans for expansion	Established but only at market	New or relatively new with plans of expanding beyond market	New with no plans of expanding beyond market

Notes and Feedback:

For Current Vendors

Things to provide feedback on, with rating (E-Excellent, S-Satisfactory, NI-Needs Improvement)

- ___ **Booth Presence** (display, tables, packaging, banner, storage, generator, signage, prices, cleanliness, appropriate electrical capacity)
- ___ **Seller Personality** (rotating vendors vs. stable personnel; general attitude and approachability, enthusiasm, employee vs owner, vendor community}
- ___ **Business Presentation** (logo, social media presence story)
- ___ **Product Quality** (feedback from customers, variety, uniqueness, focused vs. scattered product inventory, all products approved)
- ___ **Attendance** (how regular, weather-related, other events, communication)



Presenter: Ben Hall, Police Chief

Agenda Item: Conduct a public hearing and consider any action on Ordinance No. 2024-06 amending the FY2023-24 budget for the expenditure of felony forfeiture funds to purchase soft body armor for the Police Department.

Background and Explanation:

Uniform officers have requested the Department utilize outer soft body armor carriers. The carriers are uniform in appearance and are designed to complement our patrol uniform. The load bearing carriers allow officers to spread equipment carried from the belt and hips to be spread to a carrier, which distributes some weight across the shoulders. The carriers can be taken off easily to allow officers to cool down at the station and gain some relief from summer heat and recover when at the station. The carriers and attachments are about \$400 per vest and thirty (30) vest will be needed, for a total of approximately \$12,000.

Staff requests the use of seized funds in the amount of \$6,000 to be applied towards the purchase. The remainder of the needed funds will be paid from PD equipment accounts.

Chapter 59 of the *Texas Local Government Code* states the spending of forfeiture funds is at the sole discretion of a municipality's police chief. However, a budget for the expenditure must be submitted to the respective governing body prior to spending the funds. Therefore, Ordinance No. 2024-06 is presented for Council consideration.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of Ordinance No. 2024-06.

Attachments:

1. Ordinance 2024-06 - FY 2023-24 Mid-Year Budget No. 1
2. FY 2023-24 Budget Amendment No. 1 - Exhibit A

ORDINANCE NO. 2024-06

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, PROVIDING FOR AMENDMENTS TO THE 2023-2024 BUDGET AND TRANSFERRING UNENCUMBERED APPROPRIATION BALANCES TO CITY DEPARTMENT BUDGETS REQUIRING ADDITIONAL APPROPRIATIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 9.16 of the City Charter of the City of Azle, Texas, provides that the City budget may be amended and appropriations altered if so declared by the City Council.

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

The 2023-2024 Budget is hereby amended to reflect the appropriation changes as outlined in Exhibit "A" attached to this ordinance and made a part hereof.

By this action, the City Council authorizes the expenditure of \$6,000 from felony forfeiture funds seized by the Azle Police Department for the acquisition of soft body armor carriers to be used with existing body armor previously purchased by the Department.

This ordinance shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council.

PASSED AND APPROVED THIS THE 4th DAY OF MARCH, 2024.

Alan Brundrett, Mayor

ATTEST:

Yael Forgey, TRMC, CMC
City Secretary

DEPARTMENT DETAIL

Police

ACCT#	ACCOUNT DESCRIPTION	Budgeted FY 23-24	Amended FY 23-24
5002	SALARIES	2,784,850	2,784,850
5007	LONGEVITY	13,712	13,712
5008	OVERTIME	125,570	125,570
5010	INCENTIVE PAY	26,445	26,445
5070	FICA	-	-
5071	MEDICARE	42,783	42,783
5072	RETIREMENT - TMRS	526,865	526,865
5073	WORKERS' COMPENSATION	49,594	49,594
5074	UNEMPLOYMENT TAX	5,265	5,265
5076	HEALTH & DENTAL INSURANCE	342,247	342,247
5077	DISABILITY & LIFE INSURANCE	32,053	32,053
5086	BENEFITS - OTHER	-	-
5000	PERSONNEL	3,949,384	3,949,384
5102	OFFICE SUPPLIES	12,000	12,000
5103	JANITORIAL SUPPLIES	7,000	7,000
5104	GENERAL SUPPLIES	1,500	1,500
5105	UNIFORMS/CLOTHING	20,000	20,000
5106	FOOD & KITCHEN	1,500	1,500
5108	POSTAGE/SHIPPING	400	400
5110	LAB/TESTING SUPPLIES	768	768
5112	FUEL	100,496	100,496
5114	MINOR TOOLS & EQUIPMENT	32,643	32,643
5117	SAFETY SUPPLIES	22,000	22,000
5118	PRISONER SUPPORT	12,000	12,000
5121	DEFENSE SUPPLIES	-	6,000
5126	AWARDS & RECOGNITION	840	840
5169	SUPPLIES - OTHER	-	-
5100	SUPPLIES	211,147	217,147
5306	PRINTING	1,025	1,025
5312	ADVERTISING & PUBLICATIONS	200	200
5314	PROFESSIONAL SERVICES	765	765
5336	DUES & FEES	4,350	4,350
5339	EMPLOYEE SCREENING	1,800	1,800
5340	LAB SERVICES	28,700	28,700
5344	EQUIPMENT RENTAL	6,000	6,000
5351	UTILITIES	24,000	24,000
5352	TELECOMMUNICATION SERVICES	5,760	5,760
5358	IT SERVICES	11,453	11,453
5369	CONTRACTUAL SERVICES - OTHER	36,216	36,216
5370	BUILDING MAINT SERVICES	10,000	10,000
5372	EQUIPMENT MAINT SERVICES	32,615	32,615
5373	VEHICLE MAINT SERVICES	50,000	50,000
5300	SERVICES	212,884	212,884

DEFENSE SUPPLIES:
Increase requested for
the purchase of soft
body armor carriers to
be paid from felony
forfeiture funds.

ACCT#	ACCOUNT DESCRIPTION	Budgeted FY 23-24	Amended FY 23-24
5504	VEHICLES	120,000	120,000
5508	MACHINERY & EQUIPMENT	46,332	46,332
5580	CAPITAL OUTLAY - OTHER	-	-
5500	CAPITAL	166,332	166,332
	DEPT TOTAL	4,539,747	4,545,747



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Conduct a public hearing and consider any action on Ordinance No. 2024-04 regarding text amendments to Chapter 10 “Subdivision Ordinance” and Chapter 14 “Zoning Ordinance” of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider amendments to the screening wall requirements for single-family residential developments.

Background and Explanation:

On January 23, 2024, City Council held a discussion and directed City staff to proceed with amendments to the screening wall requirements for residential developments. Currently, six-foot (6') tall solid masonry screening walls are required to be installed when a residential lot backs up to an arterial or collector-type street. Only a wood fence would be installed when the side of the residential lot is adjacent to an arterial or collector street.

City Council would like to see this be amended to require both rear and side property lines that are adjacent to any public street have a masonry screening wall be required.

Current Text Language:

Subdivision Ordinance - Section 7: Standards and Specifications states the following:

7.16 LOTS.

H. *"Where a subdivision is platted so that residential lots back up to a collector street, a six (6) foot high solid screening fence along the rear lot line shall be required, except for one gate not to exceed forty-eight (48) inches per each lot, and vehicular access from the collector street shall be prohibited. The construction of the fence shall be required in the Developer Agreement and shall be accomplished by the developer at the time that public facilities installation is required."*

Zoning Ordinance - Section 27A: New Construction Design Criteria states the following:

27.3A RESIDENTIAL DISTRICTS.

For all new construction in the E-1, E-2, E-3, SF-1, SF-2, SF-3, SF-4, SF-5, LFO, MD-1 and MD-2 zoning districts, the following is required:

C. *"Where a subdivision is platted so that residential lots back up to an arterial or a collector street, a six (6) foot high solid screening fence along the rear lot line shall be required, except for one gate not to exceed forty-eight (48) inches per each lot. The screening fence shall be constructed of masonry as defined in Section 27.2A. The fence shall be a minimum of six (6) feet in height. Cement siding is not permitted as a fencing material."*

Proposed Text Amendment:

Subdivision Ordinance - Section 7: Standards and Specifications states the following:

7.16 LOTS.

H. "Where a subdivision is platted so that residential lots **adjacent back-up** to a **public collector** street, a six (6) foot high solid screening **wall fence** along the rear **and side** lot lines shall be required, except for one gate not to exceed forty-eight (48) inches per each lot, and vehicular access from the **public collector**-street shall be prohibited. **The screening wall shall be constructed of masonry as defined in Section 27.2A.** The construction of the **wall fence** shall be required in the Developer Agreement and shall be accomplished by the developer at the time that public facilities installation are required."

Zoning Ordinance - Section 27A: New Construction Design Criteria states the following:

27.3A RESIDENTIAL DISTRICTS.

For all new construction in the E-1, E-2, E-3, SF-1, SF-2, SF-3, SF-4, SF-5, LFO, MD-1 and MD-2 zoning districts, the following is required:

C. "Where a subdivision is platted so that residential lots **adjacent back-up** to **a public an-arterial-or a-collector** street, a six (6) foot high solid screening **wall fence** along the rear **and side** lot lines shall be required, except for one gate not to exceed forty-eight (48) inches per each lot. The screening **wall fence** shall be constructed of masonry as defined in Section 27.2A. The fence shall be a minimum of six (6) feet in height. Cement siding is not permitted as a fencing material."

Board/Commission/Committee Recommendation:

On February 15, 2024, the Planning and Zoning Commission conducted a public hearing and recommended unanimous approval (7-0 vote) of this text amendment as written with the following condition:

1. Grammatical correction to the last sentence of Section 7.16 to change "is" to "are".

Staff Recommendation:

Staff forwards this proposed text amendment for City Council consideration.

Attachments:

1. Ordinance No. 2024-04

ORDINANCE NO. 2024-4

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING SECTION 7, "STANDARDS AND SPECIFICATIONS" OF EXHIBIT A, "SUBDIVISION ORDINANCE" OF CHAPTER 10, "SUBDIVISION REGULATION"; AND AMENDING SECTION 27A, "NEW CONSTRUCTION DESIGN CRITERIA" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, TO AMEND SCREENING WALL REQUIREMENTS FOR RESIDENTIAL DEVELOPMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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 has previously adopted the Subdivision Ordinance of the City of Azle, Texas, codified in Chapter 10 of the Code of Ordinance of the City; and

WHEREAS, the City Council of the City of Azle heretofore adopted the Zoning Ordinance of the City, codified in Chapter 14 of the City Code, 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 Planning and Zoning Commission of the City of Azle, Texas held a public hearing on February 15, 2024, and the City Council of the City of Azle, Texas held a public hearing on March 4, 2024, with respect to the zoning ordinance and subdivision changes described herein; and

WHEREAS, The Planning & Zoning Commission and the City Council of the City of Azle, in compliance with the laws of the State of Texas and the ordinances of the City of Azle, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Subdivision Ordinance and Comprehensive Zoning Ordinance should be amended as described herein.

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

SECTION 1.

Section 7.16, "Lots" of Exhibit A, "Subdivision Ordinance" of Chapter 10,

“Subdivision Regulation” shall be amended to amend subsection 7.16 (H) to read as follows:

H. Where a subdivision is platted so that residential lots adjacent to a public street, a six (6) foot high solid screening wall along the rear and side lot lines shall be required, except for one gate not to exceed forty-eight (48) inches per each lot, and vehicular access from the street shall be prohibited. The screening wall shall be constructed of masonry as defined in Section 27.2A. The construction of the wall shall be required in the Developer Agreement and shall be accomplished by the developer at the time that public facilities installation are required.

SECTION 2.

Section 27.3A, “Residential Districts” of Exhibit A, “Zoning Ordinance” of Chapter 14, “Zoning” shall be amended to amend subsection 27.3A (C) to read as follows:

C. Where a subdivision is platted so that residential lots adjacent to a public street, a six (6) foot high solid screening wall along the rear and side lot lines shall be required, except for one gate not to exceed forty-eight (48) inches per each lot. The screening wall shall be constructed of masonry as defined in Section 27.2A. The fence shall be a minimum of six (6) feet in height. Cement siding is not permitted as a fencing material.

SECTION 3.

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 4.

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 5.

Any person, firm or corporation who violates, disobeys, omits, neglects, refuses or fails to comply with, or who resists the enforcement of any provision of this ordinance shall be fined not more than Five Hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

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 7.

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 March 4, 2024.

Mayor, Alan Brundrett

ATTEST:

Yael Forgey, City Secretary

APPROVED AS TO FORM:

Andrea Russell, City Attorney



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Conduct a public hearing and consider any action on Ordinance No. 2024-05 regarding text amendments to Chapter 4 “Business Regulations”, Chapter 6 “Health and Sanitation”, Chapter 14 “Zoning Ordinance” and Appendix A – Fee Schedule of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding regulations for Food Truck Parks.

Background and Explanation:

The City of Azle is currently developing a new Food Truck Park named the Feedlot to be located on city-owned property at 225 Church St. (former Azle Manor site) and is scheduled to open on March 29, 2024. The City of Azle does not have any specific regulation in place that addresses the use of a Food Truck Park within its corporate boundary. On January 23, 2024, City Council held a discussion and directed City staff to proceed with amendments to the Code of Ordinance, codifying the use of a Food Truck Park in Azle.

Proposed Text Amendment:

Zoning Ordinance - Section 3: Definitions to add the following new definition to Section 3.2:

FOOD TRUCK PARK: A property used or designed to accommodate one or more food trucks to offer food and/or beverages for sale to the public as the primary use of the property. Food Truck Parks must have a valid Certificate of Occupancy, in addition to all other applicable permits and inspections.

Zoning Ordinance - Section 4: Zoning District Regulations to add the following new use category to Section 4.10 under Commercial Uses:

	AG	LFO	E-1	E-2	E-3	SF-1	SF-2	SF-3	SF-4	SF-5	SF-MHP	MD-1	MD-2	MF-1	O	CBD	INS	C	HC	IND
Food Truck Park															S	S	P	S	S	S

P-Permitted Use

S-Specific Use Permit

Zoning Ordinance - Section 27: Supplementary Regulations to add a new Section 27.8 Food Truck Parks:

Food Truck Parks. The purpose of this section is to regulate the operation of food truck parks in the City of Azle. Though the section does not regulate the use of food trucks for private events in residential areas, it does address the use of food truck parks on private commercial property and on

City-owned and/or managed property.

A. Provisions for Private Commercial Property (Non-Residential Zoning Districts).

1. Food trucks shall obtain an annual Mobile Food Vendor permit from the City of Azle before operating in the food truck park.
2. A fire inspection must be conducted and passed annually per NFPA 96 (National Fire Protection Association).
3. A health inspection certificate must be provided from the County Health organization.
4. All Food trucks shall meet the City of Azle requirements of the most recently adopted applicable International Code Council building codes including the Fire and Electrical Codes.
5. All food trucks must be located on a parcel which is appropriately zoned for non-residential development and use.
6. Food trucks shall be located on an individual private parcel, adjacent to or where, within three hundred (300) feet, an existing permanent business operates in a building with a Certificate of Occupancy.
7. Food trucks shall not operate less than ten (10) feet from another food truck or structure.
8. Food trucks including any applicable seating, may operate in parking spaces if the required parking for the center remains in compliance with Azle Code of Ordinance, Section 28 Parking and Loading
9. The Certificate of Occupancy shall be obtained and maintained by the Food Truck Park rather than individual vendors.
10. Electricity shall be from an electrical outlet or generator.
11. Hose hook-ups to potable water must be of food grade quality.
12. A trash receptacle must be placed outside next to the food trucks for use by the patrons of the unit. The area around the food trucks shall be kept clean and free from litter, garbage, and debris.
13. Food trucks may not stay overnight.

B. Provisions for City-Owned and/or Managed Property.

1. Food trucks shall obtain an annual Mobile Food Vendor permit from the City of Azle before operating in the food truck park.
2. A fire inspection must be conducted and passed annually per NFPA 96 (National Fire Protection Association).
3. A health inspection certificate must be provided from the County Health organization.
4. All Food trucks shall meet the City of Azle requirements of the most recently adopted applicable International Code Council building codes including the Fire and Electrical Codes.
5. A Hold-Harmless Agreement is required to be completed with the City of Azle if the food truck is to be located on City of Azle property.
6. Owners of any food truck must sign a notarized statement that they acknowledge and accept a minimum amount of \$1,000,000 liability insurance, that covers the food truck, must be maintained at all times and that proof of such insurance coverage can be required to be provided to the City upon three (3) working days' notice to the owner. This requirement may be met with an additional rider on the related automobile insurance.
7. The City Manager or his/her designee shall have the authority to manage the operation for Food Truck Parks on city-owned and/or managed property.
8. Electricity shall be from an electrical outlet. Generators may be used if approved by the City of Azle.
9. Food trucks shall not operate less than ten (10) feet from another food truck or structure.
10. Food trucks may not stay overnight unless approved by the City of Azle.

C. Fees. Food Truck Park permit fees are located in Appendix A - Fee Schedule of the City of Azle Code of Ordinance.

Board/Commission/Committee Recommendation:

On February 15, 2024, the Planning and Zoning Commission conducted a public hearing and recommended unanimous approval (7-0 vote) of this text amendment as written with the following conditions:

1. Change "commercial" to "non-residential" under Section 27.8 (A.5).
2. Add "Generators may be used if approved by the City of Azle" under Section 27.8 (B.8).
3. Add "unless approved by the City of Azle" under Section 27.8 (B.10).

Staff Recommendation:

Staff forwards this text amendment to City Council for their consideration.

Attachments:

1. Ordinance No. 2024-05

ORDINANCE NO. 2024-5

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING SECTION 3, "DEFINITIONS" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING"; AMENDING SECTION 4, "ZONING DISTRICT REGULATIONS" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING"; AND AMENDING SECTION 27, "SUPPLEMENTARY REGULATIONS" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, TO ADD NEW REGULATIONS FOR FOOD TRUCK PARKS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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, codified in Chapter 14 of the City Code, 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 Planning and Zoning Commission of the City of Azle, Texas held a public hearing on February 15, 2024, and the City Council of the City of Azle, Texas held a public hearing on March 4, 2024, with respect to the zoning ordinance and subdivision changes described herein; and

WHEREAS, The Planning & Zoning Commission and the City Council of the City of Azle, in compliance with the laws of the State of Texas and the ordinances of the City of Azle, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance should be amended as described herein.

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

SECTION 1.

Section 3, "Definitions" of Exhibit A, "Zoning Ordinance" of Chapter 14, "Zoning" shall be amended to amend subsection 3.2 to add a new definition to read as follows:

FOOD TRUCK PARK: A property used or designed to accommodate one or more

food trucks to offer food and/or beverages for sale to the public as the primary use of the property. Food Truck Parks must have a valid Certificate of Occupancy, in addition to all other applicable permits and inspections.

SECTION 2.

Section 4, “Zoning District Regulations” of Exhibit A, “Zoning Ordinance” of Chapter 14, “Zoning” shall be amended to amend subsection 4.10 to add a new use category under "Commercial Uses" to read as follows:

	AG	LFO	E-1	E-2	E-3	SF-1	SF-2	SF-3	SF-4	SF-5	SF-MHP	MD-1	MD-2	MF-1	O	CBD	INS	C	HC	IND
Food Truck Park															S	S	P	S	S	S

SECTION 3.

Section 27, “Supplementary Regulations” of Exhibit A, “Zoning Ordinance” of Chapter 14, “Zoning” shall be amended to add a new subsection 27.8 "Food Truck Parks" to read as follows:

Food Truck Parks. The purpose of this section is to regulate the operation of food truck parks in the City of Azle. Though the section does not regulate the use of food trucks for private events in residential areas, it does address the use of food truck parks on private commercial property and on City-owned and/or managed property.

A. Provisions for Private Commercial Property (Non-Residential Zoning Districts).

1. Food trucks shall obtain an annual Mobile Food Vendor permit from the City of Azle before operating in the food truck park.

2. A fire inspection must be conducted and passed annually per NFPA 96 (National Fire Protection Association).

3. A health inspection certificate must be provided from the County Health organization.

4. All Food trucks shall meet the City of Azle requirements of the most recently adopted applicable International Code Council building codes including the Fire and Electrical Codes.

5. All food trucks must be located on a parcel which is appropriately zoned for non-residential development and use.

6. Food trucks shall be located on an individual private parcel, adjacent to or where, within three hundred (300) feet, an existing permanent business operates in a building with a Certificate of Occupancy.

7. Food trucks shall not operate less than ten (10) feet from another food truck or structure.

8. Food trucks including any applicable seating, may operate in parking spaces if the required parking for the center remains in compliance with Azle Code of Ordinance, Section 28 Parking and Loading

9. The Certificate of Occupancy shall be obtained and maintained by the Food

Truck Park rather than individual vendors.

10. Electricity shall be from an electrical outlet or generator.

11. Hose hook-ups to potable water must be of food grade quality.

12. A trash receptacle must be placed outside next to the food trucks for use by the patrons of the unit. The area around the food trucks shall be kept clean and free from litter, garbage, and debris.

13. Food trucks may not stay overnight.

B. Provisions for City-Owned and/or Managed Property.

1. Food trucks shall obtain an annual Mobile Food Vendor permit from the City of Azle before operating in the food truck park.

2. A fire inspection must be conducted and passed annually per NFPA 96 (National Fire Protection Association).

3. A health inspection certificate must be provided from the County Health organization.

4. All Food trucks shall meet the City of Azle requirements of the most recently adopted applicable International Code Council building codes including the Fire and Electrical Codes.

5. A Hold-Harmless Agreement is required to be completed with the City of Azle if the food truck is to be located on City of Azle property.

6. Owners of any food truck must sign a notarized statement that they acknowledge and accept a minimum amount of \$1,000,000 liability insurance, that covers the food truck, must be maintained at all times and that proof of such insurance coverage can be required to be provided to the City upon three (3) working days' notice to the owner. This requirement may be met with an additional rider on the related automobile insurance.

7. The City Manager or his/her designee shall have the authority to manage the operation for Food Truck Parks on city-owned and/or managed property.

8. Electricity shall be from an electrical outlet. Generators may be used if approved by the City of Azle.

9. Food trucks shall not operate less than ten (10) feet from another food truck or structure.

10. Food trucks may not stay overnight unless approved by the City of Azle.

SECTION 3.

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 4.

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 5.

Any person, firm or corporation who violates, disobeys, omits, neglects, refuses or fails to comply with, or who resists the enforcement of any provision of this ordinance shall be fined not more than Five Hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

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 7.

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 March 4, 2024.

Mayor, Alan Brundrett
ATTEST:

Yael Forgey, City Secretary

APPROVED AS TO FORM:

Andrea Russell, City Attorney



Presenter: Tom Muir, City Manager

Agenda Item: Fence Ordinance

Background and Explanation:

Mayor Pro Tem Goode requested a discussion on possible revisions to the fence ordinance (Article 3.10 of the Code of Ordinances).

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None