



**City of Azle
Regular Meeting Agenda
City Council**

505 W. Main Street
Azle, Texas 76020

July 16, 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: yhoffman@cityofazle.org

Lynne Spencer -Chaplain Coordinator, Pastoral Care, Texas Health

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 and take action on the June 18, 2024 regular council meeting minutes.
Yael Hoffman, City Secretary
2. Consider any action appointing Shadi Sutton and/or Tiffany Nelson to the Beautification Board.
Yael Hoffman, City Secretary
3. Consider any action regarding a request from the Azle Area Chamber of Commerce for street closures, traffic control, security, use of Azle Memorial Library parking lot and waiver of fees and permits for the annual Sting Fling Festival and approve Resolution No. 2024-12.
Tom Muir, City Manager
4. Consider any action on Resolution No. 2024-11 amending Community Waste Disposal's (CWD) sludge disposal rate.
Rick White, Public Services Director
5. Consider any action authorizing the City Manager to execute a primary depository bank services contract with PNC Bank, N.A.
Martin Avila, Finance Director
6. Consider any action on the second reading of Ordinance 2024-12 renewing a natural gas franchise with Atmos Energy Corporation.
Lawrence Bryant, Assistant City Manager

PUBLIC HEARING

7. Conduct a public hearing and consider any action on Ordinance No. 2024-14 regarding text amendments to Chapter 14 "Zoning Ordinance" of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding parking maintenance requirements for commercial properties.

David Hawkins, Director of Planning and Development

DISCUSSION ITEMS

8. Possible amendments to Parks and Recreation Ordinance pertaining to noise and amplifiers.

David Hawkins, Director of Planning and Development

9. Updating the City logo.

Tom Muir, City Manager

10. Main Street

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 07-12-2024, 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 Hoffman, TRMC, CMC
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 Hoffman, City Secretary

Agenda Item: Consider and take action on the June 18, 2024 regular council meeting minutes.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Minutes



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

June 18, 2024

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 Rouel Rothenberger
Councilmember Derrick Nelson
Councilmember Brian Conner
Councilmember Stacy Peek

Member Absent:

Councilmember Amy Estes

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Yael Hoffman	City Secretary
Andrea Russell	City Attorney
Susie Hiles	Assistant to the City Manager
Ben Hall	Police Chief
Will Scott	Fire Chief
David Hawkins	Director of Planning and Development
Rick White	Director of Public Services

INVOCATION

Paul Collins with Son Shine Ministries, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance

PUBLIC PARTICIPATION

Jim Kirk - 116 Westlake Woods Dr, presented his concerns regarding drainage issues and the city's oversight on developers of the Lakeview Heights subdivision.

PRESENTATIONS

1. Department Presentation - City Secretary's Office

Mayor Brundrett recognized City Secretary Yael Hoffman, who gave a presentation of the City

Secretary's duties and responsibilities along with last year's activities.

ACTION ITEMS

2. Consider any action on the June 4, 2024 regular council meeting minutes.

Councilmember Rothenberger moved to approve the June 4, 2024 regular council meeting minutes with the minor grammatical correction as mentioned. Mayor Pro Tem Goode seconded the motion.

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

3. Consider any action authorizing the City Manager to execute an interlocal agreement with Tarrant County for their financial participation in the Dunaway Lane Reconstruction Project.

Mayor Brundrett recognized Director of Public Services Rick White, who stated the Dunaway Lane Reconstruction Project provides for the reconstruction of Dunaway Lane from SH 199 to Ash Avenue with funds provided through Tarrant County's 2021 Transportation Bond Program, with Tarrant County providing \$2,817,500 towards the Project and the City providing the balance, currently estimated to be \$5,219,500. The City entered into an Interlocal Agreement with Tarrant County stating their financial commitment to the project in February 2023 for FY 2021-22 and again in November 2023 for FY 2022-23. The County has requested a new agreement be executed for this Fiscal Year, FY 2023-2024.

Councilmember Rothenberger moved to authorize the City Manager to execute an Interlocal Agreement with Tarrant County for their financial participation in the Dunaway Lane Reconstruction Project, as presented. Mayor Pro Tem Goode seconded the motion.

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

4. Consider any action on the Dalton Blvd. Waterline Replacement Project (Bid No. 2024-007)

Mayor Brundrett recognized Director of Public Services Rick White, who stated the City received six (6) bids for the project, and after reviewing the bids, Staff recommended awarding the bid to S-Co Incorporated of Jewett, Texas in the amount of \$117,262.

Councilmember Rothenberger moved to award the bid to S-Co Inc. of Jewett, Texas in the amount of \$117,262 for the Dalton Blvd. Waterline Replacement Project (Bid No. 2024-007). Councilmember Peek seconded the motion.

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

5. Consider any action on Resolution No. 2024-10 designating the officer or employee authorized to calculate the various tax rates required by the Texas Property Tax Code.

Mayor Brundrett recognized Assistant City Manager Bryant who advised that Section 26.04 of the Texas Property Tax Code, as amended, requires the governing body of a taxing entity to designate an officer or employee as the individual authorized to calculate the tax rates.

Councilmember Rothenberger moved to approve Resolution No. 2024-10 designating the City Manager or the City Manager's designee to calculate the various tax rates required by the Texas Property Tax Code. Mayor Pro Tem Goode seconded the motion.

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

DISCUSSION ITEMS

6. Dog attacks

Councilmember Nelson requested this item to see if there was any action the City could take to penalize someone for leaving the scene of a dog bite/attack. Chief Hall advised that Animal Control was looking into this. He also stated they were in the process of updating the Animal Control Ordinance and, if they were able to determine a legal way to provide a penalty for this kind of action, it would be included

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

- Update on *No Littering* signs.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- Farmers Market had a good turnout.
- The proposed Denver Trail exit ramp virtual meeting is ongoing.
- 06-21-2024 - Quarterly Employee Service Awards Breakfast in the Community Room.
- 07-01-2024 - CWD recycle route change.
- 07-02-2024 - Council meeting canceled.
- 07-04-2024 - Follow the Flag.
- 07-05-2024 - Final Music in the Park concert with Poo Live Crew.

EXECUTIVE SESSION

Mayor Brundrett convened into Executive Session at 6:47 PM.

Mayor Brundrett reconvened into open meeting at 7:20 PM.

**551.071 CONSULTATION WITH THE CITY ATTORNEY
Zoning ordinance and special use permits.**

ADJOURNMENT

Mayor Brundrett adjourned at 7:20 PM.

Presented and approved on 07-16-2024

Alan Brundrett, Mayor

Attest:

Yael Hoffman, TRMC, CMC
City Secretary



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action appointing Shadi Sutton and/or Tiffany Nelson to the Beautification Board.

Background and Explanation:

Applications have been received from Ms. Sutton and Ms. Nelson for the Beautification Board.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Staff approves of the appointments.

Attachments:

1. Boards and Commissions Application - Shadi Sutton
2. Boards and Commissions Application - Tiffany Nelson



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	Shadi Sutton
E-Mail	shadisutton@gmail.com
Address	764 Hunter Dr.
City	Azle
State	TX
Zip	76020
Phone (H):	6825979417
Phone (M):	6825979417
Length of Residence in Azle:	45

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

Registered Voter	Yes
Have you or do you currently serve on any City Board or Commission?	No

Professional Information

Business Name	Texhoma Land Consultants
Profession	Land Tech
Business Address	2301 Eagle Parkway
City	Fort Worth
State	TX
Zip	76177
Business Phone	6825979417

Please briefly tell us why you are interested in serving on a Board or Commission:	I am a life long Azle resident, and I have enjoyed seeing the progress our city has been making recently with improvements and would love to be a part of the process.
--	--

What do you think qualifies you to serve on a Board or Commission?	I've been a volunteer in many capacities, I have served on the Sting Fling Committee, I have held board positions with Azle Little League Board, Azle HS Softball Booster Club and Azle High School Hornet Football Booster Club.
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Please indicate your area(s) of interest. You may select one option or select more by ranking them according to your preferences.	• Beautification Board
---	--

Have you attended any meetings of the Board/Commission for which you wish to be considered?	No
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Will you commit to:	Frequent Involvement
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I certify that the foregoing information is true and correct.

Signature	
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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	Tiffany Nelson
E-Mail	tiffanyannsmith@yahoo.com
Address	800 S. Stewart St.
City	Azle
State	TX
Zip	76020
Phone (M):	2145003418
Length of Residence in Azle:	8

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

Registered Voter	Yes
Have you or do you currently serve on any City Board or Commission?	No

Professional Information

Business Name	Chayil Nvestments
Profession	Multi family real estate investor
Business Address	800 S Stewart St
City	Azle
State	TX
Zip	76020
Business Phone	2145003418

Please briefly tell us why you are interested in serving on a Board or Commission:	Azle is my home and has so much more potential than is currently exhibited. So many communities display such charm and are so inviting; I know we can display Azle's fine qualities as well.
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What do you think qualifies you to serve on a Board or Commission?	I have experience serving the Azle communities and schools in various capacities. I have also worked with many different interior and landscape designers.
--	--

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

Have you attended any meetings of the Board/Commission for which you wish to be considered?	No
---	----

Will you commit to:	Frequent Involvement
---------------------	----------------------

I certify that the foregoing information is true and correct.

Signature	
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Presenter: Tom Muir, City Manager

Agenda Item: Consider any action regarding a request from the Azle Area Chamber of Commerce for street closures, traffic control, security, use of Azle Memorial Library parking lot and waiver of fees and permits for the annual Sting Fling Festival and approve Resolution No. 2024-12.

Background and Explanation:

Please see the attachments.

Board/Commission/Committee Recommendation:

Staff Recommendation:

To approve waiving all the fees and Resolution No. 2024-12.

Attachments:

1. Sting Fling 2024 Events
2. Sting Fling Festival Overview 2024 map
3. Azle City Council SF 24 Plan
4. Parade Route 2024
5. Resolution 2024-12

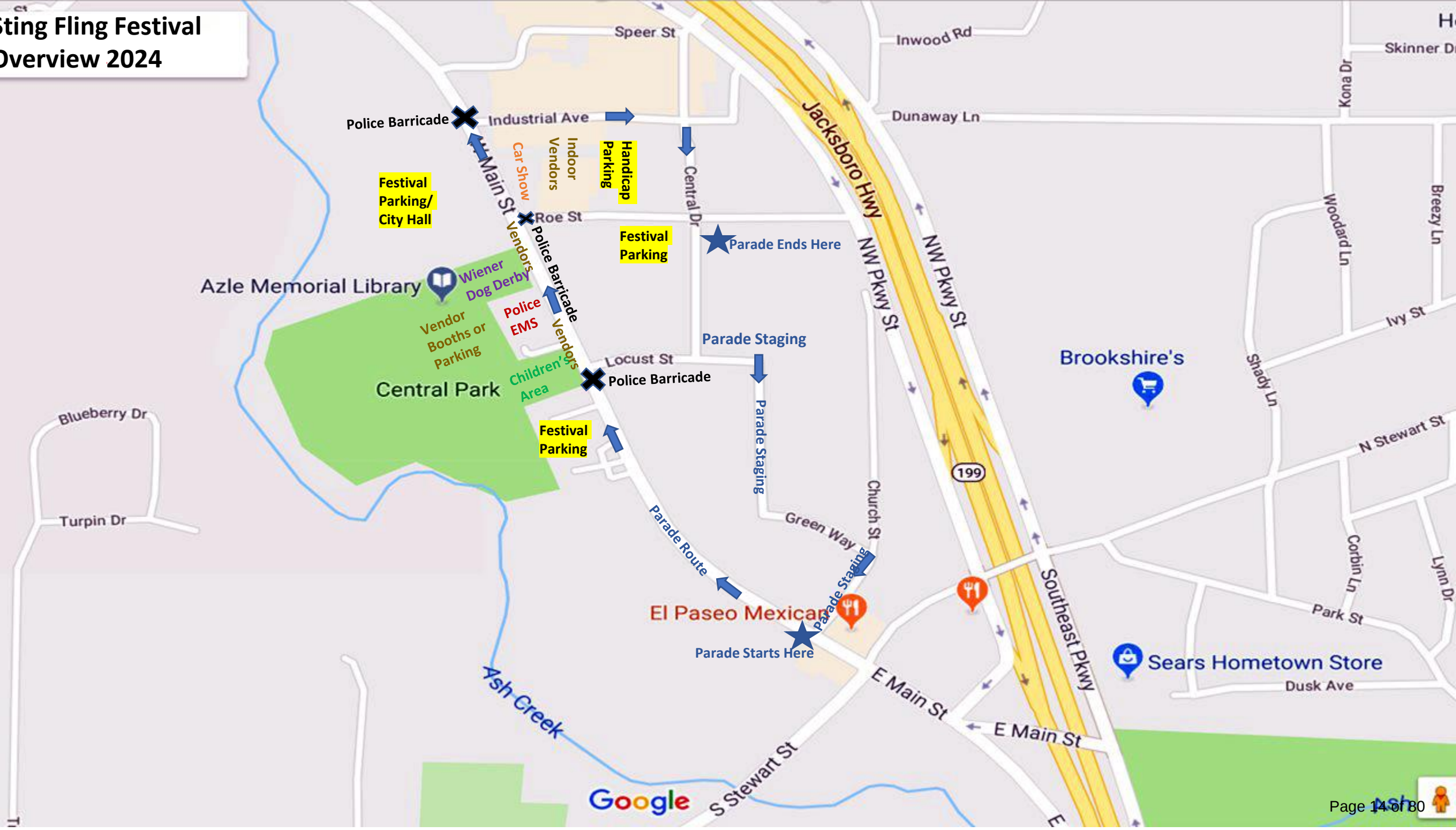


Schedule of Events September 14, 2024

Time	Event	Location
8:00-9:00 AM	Sting Fling Parade Line Up	Azle School Administration Back Parking Lot
9:00 AM	Sting Fling Festival Opens	Main Street Azle
9:00 AM	Sting Fling Parade	Main Street from Church Street to Industrial Street
9:00 AM-3:00 PM	Inside Vendors	404 Main Place
9:00 AM-3:00 PM	Outside Vendors	Main Street between Industrial and Locust
9:00 AM-3:00 PM	Children's Activities	Field next to Central Park Entrance
10:00 AM	Wiener Dog Derby	Azle Memorial Library Green Space
9:00 AM-11:00 AM	Classic Car Show Registration	404 Main Place, Front Parking Lot
11:00 AM-3:00 PM	Classic Car Show	404 Main Place, Front Parking Lot
12:00 PM-2:00 PM	Texas Clearwater Revival Bank	404 Main Place, Front Parking Lot
2:00 PM	Classic Car Show Awards	404 Main Place, Front Parking Lot
3:00 PM	Sting Fling Festival Ends	Festival Ends

Times and activities are subject to change.

Sting Fling Festival
Overview 2024



**Sting Fling Festival
City Council Presentation
July 2024**

The Sting Fling Festival is an annual event hosted by the Azle Area Chamber of Commerce. It is the largest community event held in Azle hosting thousands of guests during the one-day event. It provides affordable, wholesome family entertainment to the citizens of Azle and surrounding communities. The event is scheduled for Saturday, September 14, 2024. Festival hours are 9:00 a.m. - 3:00 p.m.

The Azle Area Chamber of Commerce respectfully requests the consideration of the Azle City Council for use of the Azle Memorial Library parking lot. Further, we request the closure of streets as outlined below, and a requisite number of police and fire personnel for traffic control, security and first aid. We further request the council consider the waiver of fees and permits to conduct the 2024 Annual Sting Fling Festival.

Locations for use:

Main Street

Azle Memorial Library Parking Lot

Map Attached- Overview

Main Street

The Azle Area Chamber of Commerce would like to request the closure of Main Street from Industrial Avenue to Stewart Street on September 14, 2024. Prudence mandates this request because of the uncertainty of weather. With clear skies and good weather our principal plan calls for the closure of Main Street between Industrial and Locust, upon which we will locate retail and food vendors. The rest of Main Street will then remain open. In the event of inclement weather including significant rainfall and street flooding our alternate plan would be triggered, requiring usage of the entire length of Main Street to place vendors.

For the closure of State Spur 344 (Main Street), the Texas Department of Transportation requires an application (TXDOT form TEA30A) with a detailed plan of the event, including a detailed traffic control plan, an insurance certificate form (TXDOT form 1560) and an ordinance or resolution from our incorporated city. If the multi-year resolution or ordinance authorizing the event is approved, the Azle Police Department has assured the Chamber they will assist in the completion of the required documents and make delivery of the documents to the Fort Worth District Engineer as required by TXDOT.

Azle Memorial Library Grounds

Map Attached- Azle Library Grounds

Request to use the Azle Memorial Library grounds for vendor parking or retail and food vendor sales. Areas used will be the green space and south parking only.

The Azle Memorial Library was closed for the 2019 event.

Parade and Azle ISD Building

Map Attached- Parade

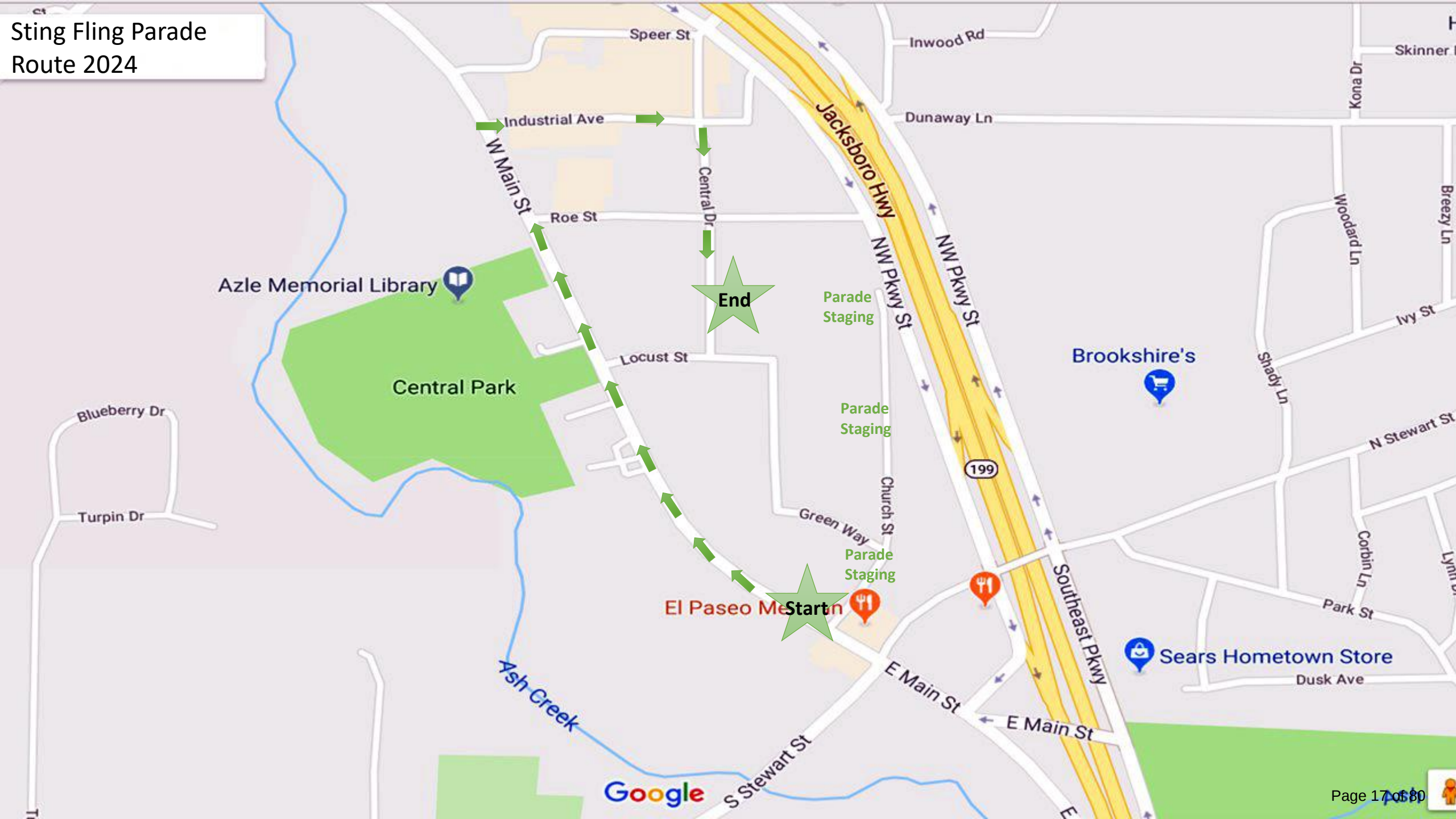
Approval has been granted by AISD to use the Azle ISD grounds for staging for the Sting Fling Parade.

Schedule of Events

A tentative schedule of events is attached.

The Azle Area Chamber of Commerce will be hosting live entertainment this year during the festival at the Car Show from approximately 12 p.m. to 2 p.m.

Sting Fling Parade
Route 2024



RESOLUTION NO. 2024-12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, IN SUPPORT OF CLOSING MAIN STREET IN THE CITY OF AZLE, TEXAS FOR CITIZENS OF AZLE, TEXAS

WHEREAS, the City of Azle recognizes that certain benefits accrue to the City as a result of citizens of the City of Azle being able to participate and support events and functions; and

WHEREAS, the City Council of the City of Azle recognizes the necessity for closing Main Street from Industrial Avenue to Church Street on September 7, 2024 from 9:00am – 6:00pm for the annual Sting Fling Festival; and

WHEREAS, The City of Azle requests permission from TxDOT to close this portion for this annual event, as described in the attachments, and takes full responsibility for all traffic control in conformance with its traffic control plan, and the elements of the attached agreement;

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

Section 1. The Council of the City of Azle do hereby support and encourage functions of citywide events that are for the good and enjoyment of the citizens of the City.

Section 2. The Council of the City of Azle do hereby authorize the closing of Main Street from Industrial Avenue to Church Street on September 9, 2023, from 9:00am – 6:00pm, for the annual Sting Fling Festival in the City of Azle, Texas, and accept full responsibility for traffic control for the event and agree to comply with all state regulations.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED on this the 16th day of July 2024.

APPROVED:

Alan Brundrett, Mayor

ATTEST:

Yael Hoffman TRMC, City Secretary



Presenter: Rick White, Public Services Director

Agenda Item: Consider any action on Resolution No. 2024-11 amending Community Waste Disposal's (CWD) sludge disposal rate.

Background and Explanation:

The City's solid waste franchise agreement with CWD includes the hauling and disposal of sludge generated by the City's Wastewater Treatment Plant.

CWD has advised the need to increase their sludge disposal rate 4.23% from \$1,745.80/load, as per the contract, to \$1,819.70/load. The requested price adjustment is due to an increase being imposed by Republic Waste for their Arlington landfill, as well as increases in the CPI index.

CWD averages 17 hauls per month. The \$73.90/per haul increase will result in a \$1,256.30 increase in the monthly cost and a \$2,512.60 increase in the budget for the remainder of the FY2023-24 budget year.

On January 23, 2024, Council approved a market adjustment on garbage rates (effective February 1, 2024), however, there was no increase in the sludge rate at that time.

A letter from CWD explaining the increase is attached for your reference. Please note the letter is dated June 5, 2024 and it states the increase will take effect on July 1, 2024. However, the City received the letter via email on June 26, 2024 making it impossible for the Council to consider the increase and meet their desired effective date. Staff explained this problem to CWD and that the earliest the Council could consider their request would be July 16, 2024, and the earliest effective date would be July 17, 2024. Resolution No. 2024-11 reflects this revised effective date.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends the City Council approve Resolution No. 2024-11.

Attachments:

1. 2024 Sludge rate increase request letter
2. RES. 2024-11



June 05, 2024

City of Azle
Susie Hiles
613 Southeast Parkway
Azle, TX 76020

RE: City of Azle Sludge Haul Increase Effective July 01, 2024

Dear Susie:

In accordance with the Contract with Community Waste Disposal, LP for Collection of Solid Waste, Community Waste Disposal (CWD) request an annual cost adjustment. This notice is to inform you of our request for a cost adjustment effective July 01, 2024. Attached is a new schedule "A" outlining the changes in rates. Also included is the CPI index, the Henry Hub Fuel Prices, and a worksheet that recaps the changes in disposal, fuel, and landfill.

Please see below on the change to the rate:

2023 = Sludge Hauls Rate to City \$1745.80

2024 = Sludge Hauls Rate to City \$1819.70

If you have any questions concerning this matter, please feel free to contact either Robert Medigovich at 972.333.6106.

Sincerely,

Chyna Pham-Nguyen
Accounts Receivable Manager

Enc: Sludge Schedule A for 2024
Adjustment Worksheet
CPI Statistical Data
CNG Fuel Prices

CC: Robert Medigovich
Greg Roemer
Jim Huyck

2010 California Crossing Road
Dallas, Texas 75220-2310
Telephone
972.392.9300 or 817.795.9300
Facsimile
972.392.9301

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS AMENDING THE RATE FOR THE REMOVAL/DISPOSAL OF WASTEWATER SLUDGE

WHEREAS, the City Council has awarded a contract to Community Waste Disposal to remove and dispose of garbage and recyclable materials within the city; and

WHEREAS, this service includes the removal and disposal of wastewater sludge from the City of Azle's Wastewater Treatment Plant; and

WHEREAS, due to a disposal rate increase at the Republic Services Arlington landfill and an increase in the CPI index, Community Waste Disposal is requesting a cost adjustment to their disposal rate.

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

SECTION 1

The attached Schedule A, fully incorporated herein, hereby establishes the amended rate for the removal and disposal of wastewater sludge for the City of Azle beginning July 17, 2024.

SECTION 2

This resolution shall become effective immediately upon passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AZLE
TEXAS ON JULY 16, 2024 REGULAR MEETING**

Alan Brundrett, Mayor

ATTEST:

Yael Forgey, City Secretary

Schedule A					
City of Azle Sludge for the period of; July 17, 2024 to June 30, 2025					
Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.					
	2023 Azle Rate	2023 CWD Rate	Total Adjustment	2024 CWD Rate	2024 Azle Rate
City of Azle Sludge Hauls					
Open Top Sludge Container Rental	n/a	\$0.00	\$0.00	\$0.00	n/a
Open Top Sludge Hauls - 30 Yard	n/a	\$1,745.80	\$73.90	\$1,819.70	n/a



Presenter: Martin Avila, Finance Director

Agenda Item: Consider any action authorizing the City Manager to execute a primary depository bank services contract with PNC Bank, N.A.

Background and Explanation:

The City's contract with PNC Bank, N.A., as the primary depository bank expires on September 30, 2024. The City issued a request for application (RFA) on March 27, 2024, detailing the requirements to serve the City's primary depository bank for a two-year period from October 1, 2024, through September 30, 2026, with the provision for three optional one-year extensions under the same terms and conditions. Notice of the RFA was advertised in the Tri County Reporter on March 27, 2024, and April 3, 2024, in accordance with Chapter 105 of the Texas Local Government Code. A pre-application conference was held on April, 3, 2024. Application packets were mailed to six (6) financial institutions within the City's expanded solicitation boundaries. Three (3) banks; PNC Bank, N.A., Herring Bank and NBT Financial Bank, responded. Valley View Consulting, LLC, the City's investment advisor, assisted with the process of developing the RFA, evaluating the applications, and providing a recommendation to the Council.

After careful consideration of criteria such as bank service capabilities and responsiveness, online banking technology, bank fees and potential interest earnings, City staff and Valley View Consulting, LLC, recommend PNC Bank, N.A., be selected to remain the City's primary depository bank. A representative of Valley View Consulting will be presenting the results of the solicitation and evaluation process.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of PNC Bank, N.A. as the City's primary depository bank.

Attachments:

1. Azle Depository RFA Project Recap 2024
2. RFA Project Recap for Azle_presentation



June 17, 2024

Mr. Martin Avila
Finance Director
City of Azle
613 SE Parkway
Azle, Texas 76020

Dear Mr. Avila:

As part of the services provided under the current Investment Advisory Agreement, we sincerely appreciated and welcomed the opportunity to assist the City of Azle (the “City”) with this Primary Depository Bank Services Request for Applications (the “RFA”) project.

The objective of this engagement was to select a primary depository bank following the expiration of the current contract which ends September 30, 2024. This agreement, when approved, will commence on October 1, 2024 and terminate on September 30, 2026. Upon the option of the City, the contract may be extended for three additional one-year periods under the same terms and conditions.

Procedure

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City’s financial and purchasing policies and Investment Policy. The RFA project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the minimum banking services and potential additional services.
3. Developed a list of eligible financial institutions within the City’s municipal boundaries:
 - a. Herring Bank
 - b. NBT Financial Bank
 - c. Pinnacle Bank
 - d. PNC Bank, N.A. (Incumbent)
 - e. Prosperity Bank
 - f. Woodforest National Bank

4. Contacted the financial institutions to confirm distribution information, describe the process, and identify the designated recipient.
5. Drafted the RFA for City review and approval.
6. Posted the notice and advertised the RFA.
7. Distributed RFAs to the identified and receptive financial institutions.
8. Held a non-mandatory pre-application conference that was attended by representatives of:
 - a. Herring Bank
 - b. NBT Financial Bank
9. By the closing deadline, applications were received from:
 - a. Herring Bank
 - b. NBT Financial
 - c. PNC Bank, N.A. (Incumbent)
10. No additional RFA responses were received as a result of the advertisement.

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in the RFA;
9. Convenience of location(s) within 10.5 miles of City Hall;
10. Previous service relationship with the City; and
11. Financial strength and stability of the institution.

Application Analysis

The Application Analysis began with an overall review of each financial institution's general financial strength and ability to provide the services necessary to meet the City's current and future service needs. Each of the qualified responding financial institutions exhibited acceptable financial strength. The next step was the analysis of the ability to meet the City's current and future service needs, along with the proposed fees, earnings credit, and investment income potential.

Each financial institution's fee schedule was analyzed based on the City's banking service needs and estimated activity levels. Where quantifiable and appropriate, the estimated service fees were adjusted for any incentives (including waived fees and transition allowances).

Herring Bank and NBT Financial Bank offered “no-fee” applications with interest bearing checking options for the City’s depository balances. The City maintained average deposit balances of \$3,379,000 for the previous year, so the analysis was completed assuming the same average balance. The analysis below is for both the two (2) year initial contract term, and the full five (5) year term allowing for the three (3) possible one-year extensions at the option of the City.

Summary Financial Comparison			
	Herring Bank	NBT Financial	PNC - Incumbent
Average Bank Balance	\$3,379,000	3,379,000	3,379,000
Fees for Two Year Term	\$0	\$0	(\$34,533)
Interest Rate on Balances	4.33%	0.50%	2.80%
Two Year Investment Income	292,621	33,790	189,224
Net Two Year Income	\$292,621	\$33,790	\$154,691
Fees for Five Year Term	\$0	\$0	(\$86,331)
Five Year Investment Income	731,554	84,475	473,060
Net Five Year Income	\$731,554	\$84,475	\$386,729

Recommendation

Given the results of the financial analysis, Herring Bank merited further review because of the no fee proposal and the higher interest rate offered. However, this is primarily a depository services contract, so it is critical that the selected depository can provide the breadth of services required to provide effective and efficient services to the City. In this regard, PNC proved to be the better bank for the City. Below are specific areas where PNC provides more comprehensive and necessary banking services for the City:

- Herring’s online reporting did not provide all the information that PNC provides (such as providing total debits/total credits per day)
- ACH cut-off time of 3:30 PM for Herring is much sooner than the 7:00 PM deadline for PNC
- Very limited mobile phone app for Herring, while PNC provides all requested services
- Positive Pay exceptions for Herring are sent via email rather than the online portal
- The following services are offered by PNC, but not Herring Bank:
 - Same day ACH
 - Electronic Lockbox
 - Account Validation to help with fraud
 - Real time payments
 - Lockbox Processing
 - Controlled Disbursement Accounts

Based on the difference in banking capabilities offered by Herring Bank and PNC Bank, N.A., it was determined that the terms offered by PNC Bank provide the “most advantageous” banking application to the City. We concur with the staff recommendation that the Council award the Primary Depository

Bank Services contract to PNC Bank, N.A. and authorize the City Manager to execute the agreements necessary to the banking relationship.

Upon approval, the new contract will commence on Tuesday, October 1, 2024. Please contact Orlando Saenz, Dick Long, or me to discuss any questions or additional information needs.

Thank you for this opportunity to serve the City of Azle once again.

Sincerely,



Tim Pinon
Valley View Consulting, L.L.C.

Banking RFA Project Recap for



Presented by Valley View Consulting, LLC

Objective

- Select a primary depository financial institution
- Initial agreement begins October 1, 2024
- Ends September 30, 2026
- Azle may extend the contract for three additional one-year periods through September 30, 2029

Governing Codes

- Chapter 105 Municipal Depository Act
- Chapter 176 Conflict of Interest Act
- Chapter 2256 Public Funds Investment Act, and
- Chapter 2257 Public Funds Collateral Act

Project Steps

1. Analyzed historical bank service usage and balances
2. Reviewed the required banking services and potential additional services
3. Identified the eligible financial institutions with locations in Azle:
 - a. Herring Bank
 - b. NBT Financial Bank
 - c. Pinnacle Bank
 - d. PNC Bank, N.A. (Incumbent)
 - e. Prosperity Bank
 - f. Woodforest National Bank (Inside Wal-Mart)
4. Initiated contact with each financial institution

Project Steps Continued

5. Drafted RFA for City
6. Advertised as required
7. RFA sent via email to all eligible banks.
8. Held a non-mandatory pre-application video conference, attended by:
 - Herring Bank
 - NBT Financial Bank

Applications Received

1. Herring Bank
2. NBT Financial
3. PNC Bank, N.A. (Incumbent)

Evaluation Criteria

1. Ability to perform and provide the required and requested services.
2. References provided and quality of services
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in the RFA;
9. Applicant's physical location as defined in the RFA and the convenience of location(s);
10. Previous service relationship with the City; and
11. Financial strength and stability of the institution.

Two Year Financial Analysis

Summary Financial Comparison			
	Herring Bank	NBT Financial	PNC - Incumbent
Average Bank Balance	\$3,379,000	3,379,000	3,379,000
Fees for Two Year Term	\$0	\$0	(\$34,533)
Interest Rate on Balances	4.33%	0.50%	2.80%
Two Year Investment Income	292,621	33,790	189,224
Net Two Year Income	\$292,621	\$33,790	\$154,691
Fees for Five Year Term	\$0	\$0	(\$86,331)
Five Year Investment Income	731,554	84,475	473,060
Net Five Year Income	\$731,554	\$84,475	\$386,729

Herring Bank

- Herring's online reporting did not provide all the information that PNC provides (such as providing total debits/total credits per day)
- ACH cut-off time of 3:30 PM for Herring is much sooner than the 7:00 PM deadline for PNC
- Very limited mobile phone app for Herring, while PNC provides all requested services
- Positive Pay exceptions for Herring are sent via email rather than the online portal

PNC vs Herring Bank

- The following services are offered by PNC, but not Herring Bank:
 - Same day ACH
 - Electronic Lockbox
 - Account Validation to help with fraud
 - Real time payments
 - Lockbox Processing
 - Controlled Disbursement Accounts

Staff recommendation

The Staff recommends, and Valley View Consulting concurs with awarding the depository services contract to PNC Bank, N.A.

1. PNC's bank services are much more robust than those offered by Herring Bank.
2. Proven track record of performance as the current depository.
3. Staying with the incumbent eliminates the time and expense associated with changing banks.

Valley View Consulting Banking Team

- Tim Pinon
 - tdpinon@valleyviewconsultingllc.com
- Orlando Saenz
 - oasaenz@valleyviewconsultingllc.com



Presenter: Lawrence Bryant, Assistant City Manager

Agenda Item: Consider any action on the second reading of Ordinance 2024-12 renewing a natural gas franchise with Atmos Energy Corporation.

Background and Explanation:

This item represents the second reading of Ordinance 2024-12 as required by the City's charter. The first reading took place at the June 4, 2024 City Council meeting.

The current franchise agreement with Atmos Energy was adopted on April 15, 2008 and expired on December 31, 2022. Since that time, Atmos Energy has continued to operate in the City under the terms of the expired agreement while representatives of Atmos, City Staff, and the City's attorney worked together to negotiate a new franchise agreement that all parties can agree upon. The new agreement is included with this communication for your review and is very similar to the previous agreement.

Section 10.02 of the City's charter requires that ordinances granting a franchise to a public utility require two separate readings and that the ordinance is not finally passed until 30 days after its first reading. The new agreement will go into effect September 1, 2024 upon final passage and publication of the full text of the ordinance in the *Tri-County Reporter* for four (4) consecutive weeks.

The reading only requires that the caption of the ordinance be read - not the full 16 pages of the ordinance.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve Ordinance 2024-12.

Attachments:

1. Atmos.Franchise.Final - Ord. 2024-12

ORDINANCE NO. 2024-12

AN ORDINANCE RENEWING A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF AZLE, TARRANT AND PARKER COUNTIES, TEXAS GRANTED TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF CERTAIN OTHER FEES AND CHARGES.

WHEREAS, Atmos Energy Corporation (hereinafter called "Grantee"), is engaged in the business of providing Gas utility service within the City of Azle (hereinafter called "City") and is using the public rights-of-way for that purpose under the terms of Ordinance No. O-2008-07 granting a franchise agreement and ordinance heretofore duly passed by the governing body of the City; and

WHEREAS, the Franchise expired in December of 2022 and the City and Grantee desire to enter into a new franchise agreement;

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

SECTION 1. GRANT OF AUTHORITY.

(A) The City hereby grants to Grantee consent to use and occupy, subject to the terms hereof, the present and future Public Right-of-Way for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon its System to deliver, transport and distribute Gas in, out of, and through the City for persons, firms, and corporations, including all the general public, and to sell Gas to persons, firms, and corporations, including all the general public, within the City, as such limits may be amended from time to time during the term of this Franchise.

(B) The provisions set forth in this Franchise represent the terms and conditions under which Grantee shall construct, operate, and maintain its System facilities within the City. Grantee, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

(C) This Franchise does not grant to Grantee the right, privilege or authority to engage in any other activities within the City other than those set forth in Section 1(A).

SECTION 2. DEFINITIONS.

For the purpose of this Franchise, the following words and phrases shall have meaning given in this section. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this section shall be given their common and ordinary meaning.

"Affiliate" means any entity controlling, controlled by or under common control with the entity in question.

"City" means the municipal corporation designated as the City of Azle and includes the territory as currently is or may in the future be included within the boundaries of the City of Azle.

"City Council" means the legislative body of the City.

"City Manager" means the City Manager of the City of Azle or the manager's designated representative.

"Franchise" or "Agreement" means the rights and obligations of the City and Grantee set forth in this Franchise ordinance, as the same may be amended from time to time, and includes those rights and duties provided under the laws of Texas and of the United States.

"Gas" means such gaseous fuels as natural, artificial, synthetic, liquefied natural gas, liquefied petroleum, manufactured, or any mixture thereof.

"Governmental Customer" means a tax supported institution operated and owned by a governmental entity.

"Grantee" means Atmos Energy Corporation, Mid-Tex Division, but does not include its Affiliates, subsidiaries, assigns or any other entity in which it has an ownership interest.

"Gross Revenues" means:

(A) all revenues received by Grantee from the sale of Gas to all classes of customers within the City (expressly excluding sales to Governmental Customers or to another Gas utility in the City for resale to its customers within the City);

(B) all revenues received by Grantee from the transportation of Gas through the pipeline system of Grantee within the City to customers located within the City (excluding Gas transported to Governmental Customers or to another Gas utility in the City for resale to its customers within the City);

(C) the value of Gas transported by Grantee for Transport Customers through the System of Grantee within the City ("Third Party Sales" [excluding the value of any Gas transported to Governmental Customers or to another Gas utility in the City for resale to its customers within the City]), with the value of such Gas to be established by utilizing Grantee's monthly cost of Gas charged to industrial customers in the Mid-Tex Division, as reasonably near the time as the transportation service is performed; and

(D) "Gross Revenues" shall also include:

- (1) the following 'miscellaneous charges':
 - (a) charges to connect, disconnect, or reconnect gas within the City;
 - (b) charges to handle returned checks from consumers within the City;
 - (c) contributions in aid of construction" ("CIAC");
 - (d) and
- (2) revenues billed but not ultimately collected or received by Grantee; and
- (3) State gross receipts fees.
- (4) Should the City wish for such other service charges and charges as may from time to time, be authorized in the rates and charges on file with the City be included, they may do so by addendum agreed upon by the Parties.

(E) "Gross Revenues" shall not include:

- (1) the revenue of any person including, without limitation, an Affiliate or subsidiary of Grantee;
- (2) sales taxes and franchise fees paid to the City;
- (3) any interest or investment income earned by Grantee; and
- (4) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Public Right- of-Way.

"Public Right-of-Way" means the public streets, medians, boulevards, roads, lanes, alleys, highways, public utility easements, viaducts, and bridges across water ways that are deeded or dedicated to the City.

"Railroad Commission" means the Railroad Commission of the State of Texas or other authority succeeding to the regulatory powers of the Railroad Commission.

"System" and/ or "System facilities" means all of Grantee's pipes, pipelines, Gas mains, laterals, feeders, regulators, meters, fixtures, connections or other appurtenant equipment used in or incident to providing delivery, transportation, distribution, and sales of natural Gas for heating, lighting and power.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

(A) The grant to Grantee in Section 1 of this Franchise is subject to the terms and conditions contained herein, the City's Right-of-Way Management Ordinance, the Texas Constitution; the City's Code of Ordinances,; and the City's Charter, all as amended, and subject to applicable and controlling local, state and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future. This Franchise shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Public Utility Regulatory Act, other state or federal law, the Texas Constitution or the City's Charter. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that Grantee believes is in violation of any federal, state, or local law or regulation.

(B) Grantee shall provide reasonable notice to the City of planned work within the Public Right-of-Way and shall, except in cases of emergency conditions or work incidental in nature, obtain a permit if required by the City's ordinances before commencing work. If so required, Grantee shall comply with permitting requirements that do not conflict with this Franchise; provided however Grantee and its agents shall not be required to pay fees related to Grantee's use of the Public Right-of-Way other than in accordance with Section 7 hereof.

(C) The location of all System facilities in the Public Right-of-Way shall be subject to approval by the City Manager prior to construction; provided however, said approval shall not be unreasonably withheld. In the event of a conflict between the location of the System facilities of Grantee and the location of the facilities of the City or other utility franchisees within the Public Right-of-Way that cannot be resolved, the City Manager shall resolve the conflict and determine the location of the respective facilities. Grantee shall not interfere with power, telephone, cable, or water facilities, sanitary or storm sewer facilities, or other municipal or public use of the Public Right-of-Way. Grantee has the right to request City Council review of any actions concerning Grantee's use of the Public Right-of-Way.

(D) Grantee shall construct, maintain, and operate its System facilities in a manner which provides reasonable protection against injury or damage to persons or property.

(E) When Grantee is required by the City to remove or relocate its System facilities to accommodate construction of streets and alleys by the City, and Grantee is eligible under federal, state, county, City or other local agencies or programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through the City, the City shall include Grantee's costs and expenses in any application by the City for reimbursement, if Grantee submits a request together with its cost and expense documentation to the City a reasonable time prior to the filing of the application. The City shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to the City. When Grantee is required to remove or relocate any System facility without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to applicable law.

(F) The City may request Grantee to relocate any part of its System facilities installed or maintained in the Public Right-of-Way to accommodate construction or improvement of a highway, road, street, public way, other public work or other bona fide public purpose excluding projects with the primary purpose of beautification or benefiting a third party. Such relocation shall be made by Grantee at its expense to the extent System facilities are in conflict, within a reasonable period of time not to exceed 60 days after notice of request from City unless otherwise specifically agreed to by the City. Should Grantee request additional time to complete the relocation, and provide the City Manager with a written explanation of the reasons for its inability to complete the relocation within the specified time, the City Manager will not unreasonably deny approval of such request. System facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by the Parties to be inconsistent with gas distribution industry standard safe operating practices for existing System facilities. Grantee shall not be required to relocate System facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Grantee or the industry standards require relocation of System Facilities to a depth greater than four (4) feet. To the extent the Parties cannot agree, an unbiased third party will be hired to make such determination.

(G) Following relocation, Grantee shall repair, according to the City specifications, clean up, and restore to the approximate original condition it was in before being disturbed, all Public Right-of-Way disturbed during the construction and repair of its System at its expense.

(H) The installation and replacement of any System facilities in Public Right-of-Way by Grantee shall be subject to inspection and approval by the City. The repair and maintenance of any System facilities in Public Right-of-way by Grantee shall be subject to inspection by the City. Grantee agrees to cooperate fully with the City in

conducting the inspection. Such inspections shall be conducted within a reasonable time after completion of the project and for the purpose of confirming conformance with City Ordinances and regulations. Grantee shall promptly perform reasonable remedial action required by the City pursuant to such an inspection.

(I) Grantee shall require its contractors working in Public Right-of-Way to hold all necessary contracting licenses and permits required by the City. In no case, however, shall contractors working within the Public Right-of-Way on behalf of Grantee be required to pay any fees related to use of the Public Right-of-Way.

(J) The City reserves the right to lay and permit to be laid, power, sewer, Gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work that may be deemed necessary or proper by the City in, across, along, over and under any Public Right-of-Way occupied by Grantee, and to change any curb or sidewalk or the grade of any street.

(K) If the City abandons any Public Right-of-Way in which Grantee has facilities, such abandonment shall be conditioned on Grantee's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Grantee for all removal or relocation expenses if Grantee agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Grantee to remove or relocate its facilities and Grantee agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4. INDEMNIFICATION AND INSURANCE.

(A) **IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, GRANTEE AGREES TO INDEMNIFY AND KEEP HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (THE "INDEMNITEES") FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY GRANTEE'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH GRANTEE'S OPERATIONS; THIS INDEMNIFICATION SHALL APPLY WITH RESPECT TO GRANTEE'S ACTS WHETHER OR NOT THE CITY, ITS AGENTS, OFFICERS OR EMPLOYEES WERE NEGLIGENT.**

(B) **IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS SECTION 4 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES**

FOR ANY OF THE REASONS REFERRED TO IN SECTION 4(A), AND UPON RESOLUTION OF THE CLAIM:

(1) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 4(A), GRANTEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL REASONABLE ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED; OR

(2) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT GRANTEE AND INDEMNITEE WERE BOTH NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 4, INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. GRANTEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR GRANTEE'S PORTION OF ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING REASONABLE ATTORNEYS' FEES, COSTS, AND PENALTIES.

(C) This section does not waive any governmental immunity available to the City under Texas law. This section is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Grantee and the City. This section is not intended to limit the ability of City or Grantee to settle claims through alternative dispute resolution.

(D) If any action, suit or proceeding is brought against the City, its agents and employees, upon any claim arising out of Grantee's operations, the City shall give notice in writing to Grantee by registered or certified mail. The City agrees to reasonably cooperate with Grantee in connection with such defense.

(E) Promptly after receipt by an Indemnatee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in Section 4(A) hereof may apply, the Indemnatee shall notify Grantee in writing of such fact. Grantee shall assume the defense thereof with counsel designated by Grantee and reasonably satisfactory to the Indemnatee.

(F) Should an Indemnatee be entitled to indemnification under this Section 4 hereof as a result of a claim by a third party, and Grantee fails to assume the defense of such claim, the Indemnatee will, at the expense of Grantee, contest (or, with the prior written consent of Grantee, settle) such third party claim.

(G) Grantee shall purchase and maintain the following insurance coverages throughout the term of this Franchise or maintain the equivalent coverages through a plan of self-insurance maintained in accordance with sound accounting and risk management practices:

(1) Worker's compensation insurance and employer's liability coverage meeting applicable state statutory requirements.

(2) Commercial general liability insurance, or any combination of general liability and umbrella or excess insurance, with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts and shall include coverage for completed operations liability (to be maintained for one year); personal injury; and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage. The insurance coverage must be written by a company or companies approved to conduct business in the State of Texas. Grantee shall require its insurance to respond as if the City were named as an additional insured.

(3) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by applicant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(H) Special Conditions. Insurance furnished by Grantee shall be in accordance with the following requirements:

(1) Prior to commencement of operations pursuant to this Agreement, Grantee shall furnish the City with satisfactory proof that it has provided adequate insurance coverage in amounts as required by this Franchise.

(2) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis and shall name the City, its officers and employees as additional insureds by using endorsement CG 20 26 or broader or, if Grantee is self insured, by equivalent coverages. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company, or if Grantee is self-insured, by a plan of self-insurance maintained in accordance with sound accounting and risk management practices.

(3) Insurance policies must provide that the issuing company or, for a plan of self-insurance Grantee, waives all rights to recovery by way of subrogation against the City, its officers, and employees and agents, in connection with damage or losses covered by the policies or the coverages described in this Franchise.

(4) Grantee shall be give at least thirty (30) days prior written to the City of any intention to cancel, replace, or materially alter its insurance coverages. Such notice shall be given by registered mail.

(5) The policy phrase "other insurance" shall not apply to the City where the City is an additional insured on the policy. If Grantee has adopted a plan of

self-insurance, the plan shall be primary and non-contributory. The City's other insurance will be excess coverage and not contribute to the primary coverage.

(I) The City will accept letters of self-insurance which provide the same coverages as required herein, so long as Grantee demonstrates by written information to the City Manager that it has adequate financial resources to be a self-insured entity.

SECTION 5. GAS SERVICE.

(A) Grantee may make and enforce reasonable charges, rules and regulations for Gas supplies and service rendered in the conduct of its business, including a charge for services rendered in the inauguration of natural Gas service. Grantee may require, before furnishing service, the execution of a contract for such service. Grantee shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the Gas piping from the connection thereof with Grantee's main in the Public Right-of-Way to and throughout the customer's premises. Grantee shall own, operate and maintain all service lines, which are defined as the supply lines extending from Grantee's main to the customer's meter where Gas is measured by Grantee. The customer shall own, operate, and maintain all yard lines and house piping.

(B) Grantee shall be required to extend distribution mains in any Public Right-of-Way up to one hundred feet (100') for any one residential customer only if such customer, at a minimum, uses Gas for unsupplemented space heating and water heating. Grantee shall not be required to extend transmission mains in any Public Right-of-Way within the City or to make a tap on any transmission main within the City unless Grantee agrees to such extension by a written agreement between Grantee and a customer.

(C) Grantee shall be entitled to require from each customer of Gas, before Gas service is commenced or reinstated, a deposit in an amount calculated pursuant to Grantee's Quality of Service Rules as may be in effect during the term of this Franchise. Said deposit shall be retained and refunded in accordance with such Quality of Service Rules and shall bear interest as provided in the Texas Utilities Code, as it may be amended from time to time.

(D) Grantee shall keep and maintain its books, records, contracts, accounts, documents and papers in any way related to this Franchise and shall make them available for inspection by City officials and employees upon reasonable notice.

(E) Grantee shall install, repair, maintain and replace its Facilities in a good and workmanlike manner.

(F) Grantee shall take such measures which will result in its Facilities meeting the standards required by applicable federal, state and environmental laws.

SECTION 6. NON-EXCLUSIVE FRANCHISE.

The rights, privileges, and franchises granted by this Franchise are not to be considered exclusive, and the City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling Gas to and for the City and the inhabitants thereof.

SECTION 7. CONSIDERATION AND METHOD OF PAYMENT.

(A) Grantee shall pay the City on or before the 15th day of June, 2024, and on or before the same day of each succeeding year during the term of this Franchise, four percent (4%) of the Gross Revenues received by Grantee during the preceding calendar year. Grantee's initial payment on the 15th day of June, 2024, shall be for the right of the Franchise for the period from January 1, 2024 through December 31, 2024. Except as provided in Section 7(B), the last payment hereunder shall be June 15, 2043.

(B) The franchise fee amounts due herein based on CIAC shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment under this Franchise shall be due on or before April 30, 2024, and will be based on CIAC revenues for the year January 1 through December 31, 2023. The final CIAC franchise fee payment shall be due on April 30, 2044, and shall be based upon the CIAC revenues for the year 2043.

(C) Grantee agrees that at the time of each payment, Grantee shall also submit to the City a statement showing its Gross Revenues for the preceding calendar year from the sale of Gas to its customers, including but not limited to residential, commercial, industrial, and Governmental Customers, within said corporate limits, including the amount of revenues received by Grantee for the transportation of Gas. The City may treat this statement as if it were duly sworn to by an officer of Grantee.

(D) The reimbursement of the City by Grantee for hiring experts in connection with the rate making process pursuant to state law for which Grantee may be legally liable shall not be deducted from the payment hereunder.

(E) Should any payment due date required by this Franchise fall on a weekend or declared bank holiday, payment shall be delivered to the City no later than the close of business on the working day prior to any specifically required due date contained within this Franchise.

(F) If Grantee fails to pay when due any payment provided for in this Agreement, Grantee shall pay such amount plus interest at the prime rate or the statutory rate for deposits under Section 183.003 of the Texas Utilities Code, whichever is higher at the time of the due date of the payment. Interest shall be calculated from

such due date until payment is received by the City.

(G) Grantee may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this Agreement. The City agrees that as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Grantee's rates; if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Grantee's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Grantee and; in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Grantee. The City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit recovery of such franchise fees by Grantee.

(H) The City shall within thirty (30) days of final approval, give Grantee notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Grantee shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from the City. Upon request from the City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall Grantee be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 8. OTHER TAXES.

(A) It is expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges, municipal license, permit and inspection fees, street taxes, and street or alley rentals or charges except as provided in this section. Payment of the fees and other consideration due hereunder by Grantee is not accepted by the City in lieu of any reimbursement of regulatory cost, payment of taxes that are uniform and generally applicable to other persons conducting business within the City, such as property, sales and use taxes or the costs to repair damages to the Public Right-of-Way or to indemnify the City as required herein. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges as aforesaid, then the City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Grantee's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges as aforesaid.

(B) Payment of the fees and other consideration due hereunder shall not in any way limit or inhibit any of the privileges of the City whether under this Franchise or otherwise.

SECTION 9. TERM.

The right, privilege, and franchise granted hereby shall expire on December 31, 2043.

SECTION 10. OTHER FRANCHISES.

(A) If Grantee should at any time after the effective date of this Franchise agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Grantee's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Right-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due the City under this Franchise, then the franchise fee to be paid by Grantee to the City pursuant to this Franchise may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to the City were the franchise fee provisions of that other franchise ordinance applied to the City.

(B) The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Grantee may grant, in its sole reasonable discretion, such waiver.

SECTION 11. LONG RANGE PLANNING FOR CAPITAL IMPROVEMENT PROJECTS.

The City and Grantee shall, with reasonable notice from either party, meet at least annually to discuss planned City and/or Grantee projects. The City shall make its annual capital improvements plan available to Grantee, and notify Grantee as soon as practicable of any projects that will affect Grantee's System facilities located in the Public Right-of-Way.

SECTION 12. CITY RULES AND REGULATIONS.

The City expressly reserves, and Grantee expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such cost of service, cost of Gas, charter provisions, ordinances, rules and regulations as the City deems necessary.

SECTION 13. DOCUMENTS AND REPORTS.

(A) Grantee shall file with the City, those documents required by law to be filed with the City, and otherwise, upon the City's request, all tariffs, rules, regulations and policies under consideration with the Railroad Commission relating to the facilities and operations, any matters relating to the System facilities and operations, any matters affecting the use of Public Right-of-Way, or this Franchise. Upon request, Grantee shall provide the City with a copy of filings it makes with the Railroad Commission affecting the same. In addition, upon request, Grantee will provide the City copies of Grantee's most recent annual report, all petitions, communication reports, advice letters, audits, complaints and applications together with supporting pre-filed testimony and exhibits filed by Grantee or third parties with the Railroad Commission related to Grantee's service within the City.

(B) Grantee shall submit reports and information as the City may from time to time request concerning operations and activities of Grantee under this Franchise. The form and content of such reports and information shall be changed from time to time as reasonably requested by the City.

SECTION 14. DEFAULT, REMEDIES, TERMINATION.

(A) In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to forfeit and terminate the Franchise and all rights and privileges of Grantee hereunder in the event of a breach of its terms and conditions. A breach by Grantee shall include, but shall not be limited to, the following:

- (1) Violation of any provision of the Franchise or any rule, order, regulation or determination of the City made pursuant to the Franchise;
- (2) Attempt to evade any provision of the Franchise or to practice any fraud or deceit upon the City or its Residents;
- (3) Failure to begin or complete Gas facility construction and/or extension as agreed to with the City;
- (4) Failure to provide the services set forth in the Franchise; and
- (5) Material misrepresentation of fact in the application for or negotiation of the Franchise.

(B) The foregoing shall not constitute a breach if the violation occurs without fault of Grantee or occurs as a result of circumstances beyond its control which could not have been avoided as a result of the exercise of reasonable care. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

(C) The City may make a written demand that Grantee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by Grantee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may take under consideration the issue of termination of the Franchise.

(D) If Grantee does not cure the default within such time frame, the City shall notify Grantee in writing of its right to have a hearing before the City Council to present any objections or defenses Grantee may have that are relevant to the proposed termination. The notice shall specify a hearing date which shall be at least thirty (30) days from the date of the notice. After such hearing, the City may determine whether to continue or to terminate the Franchise. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Grantee of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable, and until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

(E) Notwithstanding the foregoing, the rights and remedies of the City set forth in this section shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. The City and Grantee understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by the City of any one or more of such remedies shall not preclude the exercise by the City, at the same or different times, of any other such remedies for the same breach of this Agreement.

SECTION 15. MISCELLANEOUS PROVISIONS.

(A) This Franchise is made for the exclusive benefit of the City and Grantee, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

(B) No assignment or transfer of this Franchise shall be made, in whole or in part, without approval of the City Council unless to an Affiliate of Grantee. The City shall grant approval unless the assignee is materially weaker than Grantee. For purposes of this section, "materially weaker" means that the long term unsecured debt rating of the assignee is less than investment grade as rated by both S&P and Moody's. If the assignee is materially weaker, the City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the assignee. The City agrees that said approval shall not be unreasonably withheld or delayed. If the City is not satisfied by the additional information provided, City may deny the assignment or transfer. Upon approval, the obligations, rights, privileges, and franchise herein granted to Grantee shall extend to and include its successors and assigns. The assignment shall not become effective

until assignee agrees in writing to be bound by the terms, conditions, provisions, requirements and agreements contained in this Franchise.

(C) Any notices required or desired to be given from one party to the other party to this Franchise shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City of Azle
City Manager
505 W. Main Street
Azle, Texas 76020

GRANTEE

Manager of Public Affairs
Atmos Energy Corporation
901 Alta Mesa Blvd.
Fort Worth, Texas 76143

(D) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event Grantee enters into an agreement with another municipality which provides for venue in the county in which the municipality is located, Grantee agrees, at the City's request, to amend this Franchise to provide that venue in any proceeding relating to this Franchise shall be in Tarrant County, Texas.

(E) Grantee shall not curtail Gas deliveries except in compliance with Grantee's tariff or curtailment plan approved by the Railroad Commission.

(F) Nothing herein contained shall limit or restrict any legal rights that the City may possess arising from any alleged violation of this Franchise.

(G) Neither the City nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employers, or agents, upon any one or more occasions to insist upon or seek compliance with any such terms and conditions.

(H) The paragraph headings contained in this Franchise are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Franchise and this Agreement shall not be construed either more or less strongly against or for either party.

SECTION 16. PUBLICATION AND ACCEPTANCE.

(A) In order to accept this Franchise, Grantee must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by the City in accordance with Section 10.02 of the City Charter. If such written acceptance of this Franchise is not filed by Grantee, then this Franchise shall be rendered null and void.

(B) The City Secretary is hereby directed, pursuant to Section 10.02 of the City Charter, prior to second consideration, to publish the full text of this Franchise ordinance in the official City newspaper once each week for four consecutive weeks, at the expense of Grantee.

(C) When this Franchise becomes effective, all previous ordinances of the City granting franchises for gas delivery purposes that were held by Grantee shall be automatically canceled and annulled and shall be of no further force and effect.

SECTION 17. ATTORNEY'S FEES.

The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees pursuant to Section 271.153 of the Texas Local Government Code. None of the City's costs reimbursed by Grantee under this Section shall appear in a separate line item surcharge.

SECTION 18. EFFECTIVE DATE.

If Grantee accepts this Franchise ordinance, by filing of its written acceptance, this ordinance shall become effective on the 1st day of September, 2024. Franchise payments remitted to City prior to the effective date of this ordinance shall be calculated and paid pursuant to Ordinance No. O-2008-07.

PASSED on FIRST Reading this 4th day of June, 2024.

Alan Brundrett, MAYOR

ATTEST:

Yael Hoffman, TRMC, CITY SECRETARY

PASSED on SECOND Reading this 16th day of July, 2024.

Alan Brundrett, MAYOR

ATTEST:

Yael Hoffman, TRMC, CITY SECRETARY

§§

of _____, 2024.

WITNESS MY HAND AND SEAL, this the ____ day of _____, 2024.

Yael Hoffman, TRMC, City Secretary
City of Azle, Texas



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Conduct a public hearing and consider any action on Ordinance No. 2024-14 regarding text amendments to Chapter 14 “Zoning Ordinance” of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding parking maintenance requirements for commercial properties.

Background and Explanation:

On February 20, 2024, City Council directed the City staff to proceed with adding new parking lot maintenance requirements for commercial properties in Azle. Section 28 of the Azle Zoning Ordinance contains all the parking regulations for the City of Azle for both residential and commercial properties which does not include any specific regulations pertaining to maintaining existing commercial parking lots.

Current Text Language:

Zoning Ordinance - Section 28 Parking and Loading is attached to this agenda item.

Proposed Text Amendment:

Zoning Ordinance - Section 28 Parking and Loading - Adding a new Section 28.29:

Section 28.29 - PARKING LOT MAINTENANCE STANDARDS.

A. For the purposes of this section, “commercial property” shall mean all property other than single-family residential property. The term “commercial property” specifically includes apartment and multifamily properties. “Owner” shall include an agent of the owner who is authorized to, or who actually does, lease, manage, or collect rent from a commercial property on behalf of the owner.

B. All owners of real commercial property in the city shall keep and maintain in good condition and repair any lot or area situated on said property designated or used for the parking or storage of motor vehicles or for access thereto. No parking lot shall be allowed to become deteriorated to the degree that there is destruction and/or deterioration of the driving surface where the subgrade materials are visible and serve as the driving surface, breakage of the driving surface that results in an uneven surface, and driving surface irregularities that are in need of repair to ensure the safe operation of motor vehicles.

C. Maintenance of parking areas. The owner of a commercial property shall:

(1) Repair or resurface all parking areas, driveways to and from parking areas, and the pads and driveways to and from refuse storage facilities so as to be free from potholes, cracks which may contain weeds or other vegetation, or changes in surface grade of one inch (1") or greater.

(2) All repairs to a parking lot shall be permanent repairs and shall be equivalent to the original paving in both depth and material. All repairs are to be completed using the same type material the parking lot is made of, i.e., asphalt repairs of asphalt lots. Dissimilar materials shall not be used to make repairs, i.e., concrete to repair a pothole in an asphalt lot. All repairs are to be made so the compacted repair is level with the surrounding surface.

(3) Repaint or restripe parking spaces and fire lanes so as to maintain clearly designated parking spaces and fire lanes.

Board/Commission/Committee Recommendation:

On June 20, 2024, the P & Z Commission conducted a public hearing and recommended approval of the proposed amendments to add the new commercial parking lot maintenance standards as presented with the following changes:

1. Amend Section C.1. to state "changes in surface grade of 1.25 inches or greater to the repaired area."
2. Amend Section C.2 to state "All repairs to the parking lot shall be permanent repairs and shall be equivalent to the original material in depth and material, or greater. All repairs are to be completed using the same type of material for parking lots, or greater, (i.e. asphalt for asphalt, or concrete for asphalt). Dissimilar materials shall only be allowed if improving surface with equal to or greater than type of material. All repairs have to be made so that the compacted repair is level with the surrounding surface."

The motion carried unanimously by a vote of 6-0 (Commissioner Arneson was absent).

Staff Recommendation:

Staff forwards this proposed code amendment for City Council consideration. Staff has provided a benchmark of surrounding cities in the DFW Metroplex that have requirements for commercial parking lot maintenance within their respective development ordinances.

Attachments:

1. Ordinance No. 2024-14
2. Section 28 - Parking and Loading Ordinance
3. Commercial Parking Lot Maintenance comparison cities

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING SECTION 28, "PARKING AND LOADING" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, TO ADD NEW PARKING LOT MAINTENANCE STANDARDS FOR COMMERCIAL PROPERTIES; 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 June 20, 2024, and the City Council of the City of Azle, Texas held a public hearing on July 16, 2024, with respect to the zoning ordinance and 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 28, "Parking and Loading" of Exhibit A, "Zoning Ordinance" of Chapter 14, "Zoning" shall be amended to add a new subsection 28.29 "Parking Lot Maintenance Standards" to read as follows:

"A. For the purposes of this section, "commercial property" shall mean all property other than single-family residential property. The term "commercial property" specifically includes apartment and multifamily properties. "Owner"

shall include an agent of the owner who is authorized to, or who actually does, lease, manage, or collect rent from a commercial property on behalf of the owner.

B. All owners of real commercial property in the city shall keep and maintain in good condition and repair any lot or area situated on said property designated or used for the parking or storage of motor vehicles or for access thereto. No parking lot shall be allowed to become deteriorated to the degree that there is destruction and/or deterioration of the driving surface where the subgrade materials are visible and serve as the driving surface, breakage of the driving surface that results in an uneven surface, and driving surface irregularities that are in need of repair to ensure the safe operation of motor vehicles.

C. Maintenance of parking areas. The owner of a commercial property shall:

(1) Repair or resurface all parking areas, driveways to and from parking areas, and the pads and driveways to and from refuse storage facilities so as to be free from potholes, cracks which may contain weeds or other vegetation, or changes in surface grade of one inch (1") or greater.

(2) All repairs to a parking lot shall be permanent repairs and shall be equivalent to the original paving in both depth and material. All repairs are to be completed using the same type material the parking lot is made of, i.e., asphalt repairs of asphalt lots. Dissimilar materials shall not be used to make repairs, i.e., concrete to repair a pothole in an asphalt lot. All repairs are to be made so the compacted repair is level with the surrounding surface.

(3) Repaint or restripe parking spaces and fire lanes so as to maintain clearly designated parking spaces and fire lanes."

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on July 16, 2024.

Mayor, Alan Brundrett

ATTEST:

Yael Hoffman, City Secretary

APPROVED AS TO FORM:

Andrea Russell, City Attorney

Exhibit 14A. Zoning Ordinance

SECTION 28. PARKING AND LOADING

§ 28.1. PARKING.

Each zoning district is subject to the applicable provisions of the following section.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.2. GENERAL.

In order to promote safety, traffic efficiencies, orderly automobile storage, and recognize the dependency on the automobile as the major means of transportation, the city recognizes the impact of parking and building loading and unloading on its patterning of the city. For this reason, all development plans submitted for building permit approval (as a part of the review process to determine zoning conformance) shall contain indications of the specific locations of required on-site parking spaces and loading spaces. The following general conditions for parking and loading areas apply in all zoning districts except where noted. In residential, this DOES NOT include the garage.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.3. ZONING DISTRICT PARKING AND LOADING SPACE SCHEDULE - MINIMUM NUMBER OF OFF-STREET SPACES.

Each zoning district has minimum requirements for the number of parking spaces. Where calculation in accordance with the following results in requiring a fractional space, any fraction less than 0.5 shall be disregarded, and any fraction of 0.5 or more shall require one (1) space. ZONING DISTRICT PARKING SPACE SCHEDULE INDICATES THE NUMBERS OF REQUIRED OFF-STREET SPACES BY ZONING DISTRICT:

ZONING DISTRICT PARKING AND LOADING SPACE SCHEDULE	PARKING SPACES MINIMUM REQUIRED
E-1 Estate One	2.0
E-2 Estate Two	2.0
E-3 Estate Three	2.0
SF-1 Single-Family One	2.0
SF-2 Single-Family Two	2.0
SF-3 Single-Family Three	2.0
SF-4 Single-Family Four	2.0
SF-5 Single-Family Five	2.0

ZONING DISTRICT PARKING AND LOADING SPACE SCHEDULE	PARKING SPACES MINIMUM REQUIRED
SF-MHP Single-Family Manufactured Home Park	2.0
MD-1 Medium Density One	2.0
MD-2 Medium Density Two	5.0
MF-1 Multifamily One (per dwelling unit)	See Section 28.6
MF-2 Multifamily Two (per dwelling unit)	See Section 28.6
O Office	See Section 28.6
C Commercial	See Section 28.6
HC Heavy Commercial	See Section 28.6
CBD Central Business	See Section 28.6
I Industrial	See Section 28.6
INS Institutional	See Section 28.6
PUD Planned Unit Development	See Section 28.6

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.4. LOADING SPACE CBD DISTRICT.

For the CBD District the following loading space requirements apply.

In these districts, all nonresidential buildings shall provide and maintain off-street loading and unloading facilities for merchandise and goods within the building or on the lot adjacent to a public alley or private service driveway. Such space shall consist of a minimum area of ten (10) feet by twenty-five (25) feet for each 20,000 square feet of gross lease floor space or fraction thereof, in excess of 3,000 square feet in the building or on the lot used for those purposes.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.5. INDUSTRIAL DISTRICT PARKING.

For I, Industrial District, the required number of parking spaces shall be:

- A. Less than 5,000 square feet at 1.5 spaces for each 500 square feet of floor area.
- B. Over 5,001 square feet at 15 spaces plus 1.0 space for each 333 square feet of ground floor area over 5,001 square feet.
- C. Over 10,001 square feet at 28.0 spaces plus 1.0 for each 200 square feet of ground floor area in excess of 10,001 square feet.
- D. Over 50,001 square feet according to worker density and normal accepted national parking standards.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.6. USE PARKING SPACE SCHEDULE.

This schedule supplements the aforementioned Section Zoning District Parking Spaces. The more restrictive of these two schedules shall be the requirement.

USE PARKING SPACE SCHEDULE	
Apartments	1 bedroom – 1.5 spaces
	2 bedrooms – 1.75 spaces
	3 bedrooms – 2 spaces
	>3 bedrooms – 1 space per bedroom
Apt. Guest Parking	0-30 spaces – 1 space per each 5 required
	31-60 spaces – 5 spaces +1 per each 10 spaces over 30
	>60 spaces – 8 spaces +1 per each 15 spaces over 60
Bank	1 per 300 square feet of floor area
Bowling Alley	6 per each lane
Churches	1 per 4 seats in main sanctuary
College/University	1 per 2 students, plus 1 per class room, laboratory, or instruction area
Day-care, nursery, kindergarten	1 per 10 pupils based on design capacity
Exercise, weight-lifting	1 per 250 square feet of floor area
Furniture/large appliances	1 per 400 square feet of floor area
Gymnasium, skating rinks	1 per 3 seats at a maximum seating capacity
Martial Arts school	1 per 100 square feet of floor area
Hospitals	1 per 2 beds
Indoor running tracks	1 per 120 linear feet
Nursing home	10 plus 1 per 4 rooms or beds, whichever is greater
Other commercial amusements	1 per 3 persons accommodated (design capacity)
Racquetball/handball courts	3 per court
Swimming pool	1 per 100 square feet of gross water surface and deck area
Tennis court	6 per court
Vehicle repair garage	3 per service bay, plus 1 per employee (maximum shift), plus 1 per tow truck or other service vehicle
Hotel/motel	1 per room, unit or guest accommodation, plus specified requirements for restaurants, meeting rooms, and related facilities
Library or museum	10, plus 1 per 300 square feet of floor area
Mortuary	1 per 2 persons normally accommodated in services or 1 per 200 square feet of floor area, whichever is greater
Office, general	1 per 300 square feet of floor area
Office, medical	1 per 175 square feet of floor area
Office/showroom or Office/warehouse	1 per 1,000 square feet of floor area warehousing requirement plus 1 per 300 square feet of office or sales area
Theaters, meeting rooms	1 per 3 seats
Public assembly	1 per 100 square feet of floor area or per 3 persons under maximum occupancy load, whichever is greater
Restaurant, cafeteria, or cafe	1 per 100 square feet of floor area or 1 per each 3 seats of maximum seating arrangement, whichever is greater
Restaurant, carry-out only	1 per 100 square feet of floor area

USE PARKING SPACE SCHEDULE	
Drive-in eating and drinking	12 plus 1 per 50 square feet of floor area
Cocktail lounges, taverns, and similar establishments	1 per 100 square feet of floor area
Retail or personal service	1 per 200 square feet of floor area
Shopping centers, storage, wholesaling, or warehousing	1 per 2 employees or 1 per 1,000 square feet of floor area, whichever is greater

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.7. RECREATIONAL AREA OR STRUCTURE, PRIVATE OR COMMERCIAL (OTHER THAN LISTED ABOVE).

One (1) space for every two (2) persons to be normally accommodated in the establishment.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.8. SCHOOLS.

Elementary at 1 per 15 students, middle at 1 per 14 students, 9–10 grades at 1 per 6 students, 11–12 grades at 1 per 200 square foot of gross floor area. All calculations shall be made at building design capacities.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.9. ADDITIONAL GENERALIZED USE CATEGORIES.

For those uses listed in the use chart of Section 4, which are not matched with a parking requirement in the above Sections or are additional populations needing accommodation, the following standards shall apply or be added:

Educational, Institutional, and special uses	1 per employee
Transportation, utility, and communications	1 per employee
	plus 1 per stored vehicle
Accessory and incidental	1 per employee
Automobile sales and related uses	1-1/2 per employee
	plus 1 per stored vehicle
Retail	1 per 200 square feet
Service	1 per 200 square feet
Contract Construction	1 per employee, plus 1 per company vehicle

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.10. SUPPLEMENTAL OFF-STREET PARKING REQUIREMENTS.

For the purposes of this Section, parking lot is defined as a paved surface (other than driveway) used for the parking of motor vehicles of 1,000 pounds or more gross weight.

- A. In computing the parking requirements for any lot, the total parking requirements shall be the sum of the specific parking space requirements for each use included on that lot.
- B. Where multiple uses are proposed for a building, the parking requirements shall be calculated on the basis of the most restrictive requirements unless specific areas of different uses are delineated by floor or building segment.
- C. Wherever a nonresidential parking lot is located across the street from, or adjacent to, residentially zoned property, and is designed so that headlight beams will shine into residences (whether or not such residences have been built at the time the parking lot is constructed), an irrigated earthen berm or a wall or fence or other screening material of not less than three (3) feet in height above the finished grade of the off-street parking area shall be erected and maintained so as to provide a headlight screen for the residential zoning district.
- D. Parking spaces shall be provided with sufficient space for entering and exiting without backing onto a public street. Parking spaces on the perimeter of the parking lot and abutting a property line shall have a wheel stop or curb as a barrier two (2) feet from the end of the parking space.
- E. For MF Districts, the off-street parking spaces designated for each dwelling unit shall be located within one hundred (100) feet of the dwelling unit served by such spaces.
- F. For E, SF and MD Districts, no heavy load vehicle, truck trailer, truck tractor, manufactured home, motor home, camper, trailer, boat, machinery, farm equipment or machinery, or any other similar equipment or machinery (called collectively "Equipment") shall be parked or left standing for more than two (2) days out of any consecutive seven (7) day period within the front yard between the front building line and the front property line or within the side yard of a corner lot between the side building line and the side property line on the side of the lot abutting a street or public right-of-way.
- G. In no instance shall any heavy load vehicle, truck trailer, truck tractor, manufactured home, motor home, camper, trailer, boat, machinery, farm equipment or machinery, or any other similar equipment or machinery (called collectively "Equipment"), including motor vehicles, trucks or vans be parked or left standing at any time on a surface other than a driveway or paved parking lot.
 - 1. The driveway shall be located either:
 - a. Between the street or alley on the one hand, and on the other, a garage or carport.
 - b. In the side yard adjacent to the main building.
 - 2. In addition, no more than fifty percent (50%) of the front yard shall be a driveway.
 - a. In no instance shall such "equipment" be parked or left standing in any zoning district, including MF Districts, closer than five (5) feet to the front property line.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.11. SAME LOT REQUIREMENT.

In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes shall be properly drawn and executed by the parties concerned, approved as to form and execution by the City Attorney and shall be filed with the application for a building permit or a certificate of occupancy.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.12. REQUIRED PAVING.

Parking spaces and loading spaces shall have an asphalt or concrete surface, whether enclosed or unenclosed and shall be connected by an asphalt or concrete paved driveway (of approved specifications) to a street or alley where curb cuts are provided. Drainage shall be in accordance with city standards.

Exceptions:

- a. On residential lots where the driveway exceeds 150 feet alternate materials approved by the street department and fire marshal may be utilized. Materials shall be all weather and capable of supporting a 56,000 pound axle load[.]
- b. On Industrial (Ins) [(IND)] zoned properties where heavy truck loads are required, alternative materials approved by the street department and fire marshal may be utilized. Materials shall be all weather and capable of supporting a 56,000 pound axle load. Employee and customer parking shall meet the design standards of this Section.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.13. PARKING GARAGES AND COMPUTATIONS.

The floor area of structures devoted to off-street parking of vehicles shall be excluded in computing the floor area for off-street parking requirements.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.14. CALCULATING FOR MIXED USE.

Where a lot or tract of land is used for a combination of uses or mixed uses, the off-street parking requirements shall be the composite or sum of the requirements for each type of use and no off-street parking space provided for one type use or building shall be included in calculating the off-street parking requirements for any other use or building except as prescribed by ordinance.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.15. RESTRICTED AREAS AND PARKING SPACE RESERVATIONS.

- A. No off-street parking spaces shall be located, either in whole or in part, in a public street or sidewalk, parkway, alley, or other public right-of-way.
- B. No off-street parking or loading space shall be located, either in whole or in part, within any fire lane required by ordinance of the city or within aisles, driveways, or maneuvering areas necessary to provide reasonable access to any parking space.
- C. No required off-street commercial parking facility or loading space shall be used for sales, nonvehicular storage, repair, or service activities.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.16. NIGHT LIGHTING NUISANCES.

Lighting standards shall be so arranged as to cast light upon only the tract housing the lighting and not upon any residentially zoned property. The lighting shall not reflect toward traffic flow so as to hinder the vision of any vehicle operators. Lighting shall be designed so that the measurable amount at the property line does not exceed 1 foot candle.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.17. PAVING AND PARKING SPACES IN REQUIRED SETBACKS.

No approved paving materials shall be allowed in a right-of-way or in any required setback where parking spaces are prohibited unless such paving is intended to be used as a driveway approach approved for access to property, or if such paving is required to meet minimum city sidewalk standards.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.18. DISTANCE REQUIREMENTS.

No part of a parked vehicle may extend over the public sidewalk or the public right-of-way.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.19. PROHIBITED VEHICLES IN PARKING SPACES.

Cars, vans, trucks, recreational vehicles, trailers, or boats shall not be permanently connected to sewer lines, water lines, or electricity. The recreational vehicle, trailer, or boat may be connected to electricity temporarily for charging batteries.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.20. CBD PARKING AND REQUIRED SITE PLAN INDICATING PARKING.

CBD parking and required site plan indicating parking shall be submitted as part of the application process for both a building permit

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.21. PARKING FROM BUILDING LINE TO STREET.

No parking or the storing of “junked” and “abandoned” vehicles, as defined by state law and the city’s junked vehicle ordinance, is allowed in the area between the building line and the street edge.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.22. REQUIRED LOADING FOR MANUFACTURING AND ASSEMBLY PLANTS, COMMUNITY FACILITY AND COMMERCIAL BUILDINGS.

Each manufacturing and assembly plant, community facility, and commercial buildings shall provide and maintain off-street parking or a private drive for the loading and unloading of people, merchandise, or goods.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.23. SHARED PARKING.

Upon approval of a site plan, development or PUD off-street parking for different buildings, structures or uses, or for mixed uses, may be provided and used collectively or jointly in any zoning district in which separate off-street parking facilities for each constituent use would be allowed, subject to the following provisions:

- A. A binding, written agreement assuring the perpetual joint use of said common parking for the combination of uses or buildings is properly developed and executed by the parties concerned, approved as to form by the City Attorney and filed with and made part of the application for a building permit.
- B. Up to sixty percent (60%) of the parking spaces required for a theater or other place of evening entertainment or for a church, may be provided and used jointly by banks, offices, and similar uses not normally open, used, or operated during evening hours.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.24. STACKING REQUIREMENTS FOR DRIVE-THROUGH FACILITIES.

A stacking space shall be an area on a site measuring eight (8) feet by twenty (20) feet with direct forward access to a service window or station of a drive-through facility which does not constitute space for any other circulation driveway, parking space, or maneuvering area.

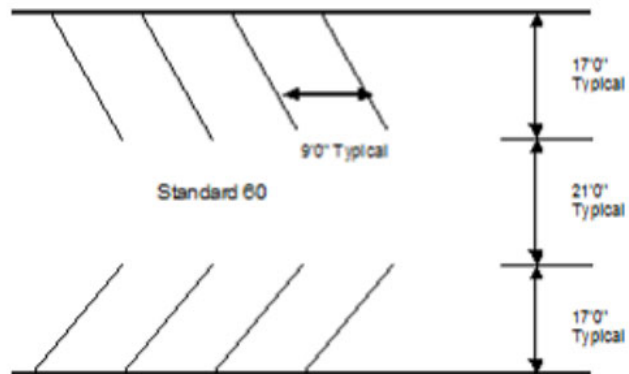
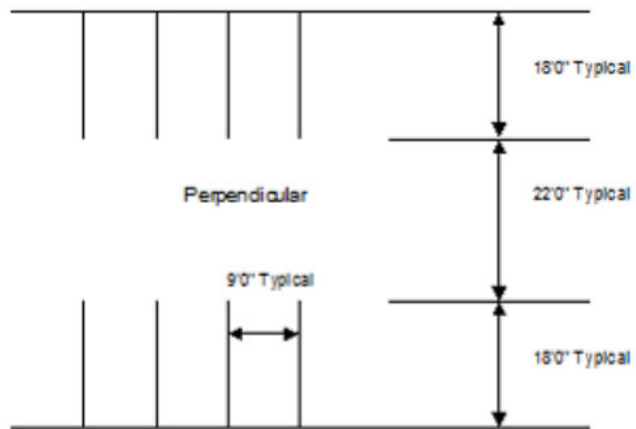
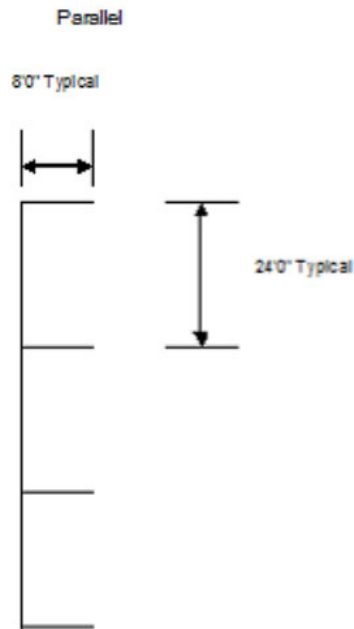
- A. For kiosks, a minimum of two (2) stacking spaces for each service window shall be provided.
- B. For each service window of a drive-through restaurant, a minimum of seven (7) stacking spaces shall be provided.
- C. For banks with drive-through facilities, each teller window or station, human or mechanical, shall be provided with a minimum of five (5) stacking spaces.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.25. ACCESS AND SIZE OF SPACES.

Minimum provision, for size, ingress, and egress to all parking spaces shall be provided as illustrated in the diagram:

CITY OF AZLE PARKING DIAGRAM



Not Drawn To Scale

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.26. PARKING AREA STANDARDS.

- A. Safety: For safety and ease of circulation, interconnected parking areas may be provided.
- B. Striping: Except for single-family uses, parking spaces and fire lanes shall be permanently and clearly identified by stripes, buttons, tiles, curbs, barriers or other approved methods. Non permanent type marking such as paint shall be regularly maintained to insure continuous clear identification of the space.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.27. OFF-STREET LOADING FOR O, C, HC, I, INS.

All retail, commercial and industrial structures with the exception of the CBD District shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods within the building or on the lot adjacent to a private service drive; and,

- A. At least one half of such loading spaces shall have a minimum dimension of ten (10) by forty (40) feet, and the remaining spaces shall have a minimum dimension of ten (10) by twenty (20) feet.
- B. Loading spaces shall be provided in accordance with the following schedule:

For All Commercial, Retail and Industrial Uses:	
Square Feet of Gross	Required Berths
0 to 50,000	None
50,001 to 150,000	1
150,001 to 300,000	2
300,001 to 500,000	3
500,01 to 1,000,000	4
Each Additional 500,000	1 additional

For All Hotels, Office Buildings, Restaurants and Similar Establishments:	
Square Feet of Gross	Required Berths
0 to 50,000	None
50,001 to 150,000	1
150,001 to 300,000	2
300,001 to 500,000	3
500,001 to 1,000,000	4
Each Additional 500,000	1 additional

- C. Where adjacent to residential uses or zoning districts, off-street loading areas shall meet the screening requirements of Section 27.8 [Section 27.6].
- D. Loading docks for establishments that customarily receive goods between the hours of 7:00 p.m. through 7:00 a.m. and are adjacent to a residential zoning district shall be designed and constructed so as to fully enclose the loading operation, in order to reduce the effects of the noise of the operation on adjacent residential zoning districts.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

§ 28.28. OFF-STREET PARKING INCIDENTAL TO MAIN USE.

Off-street parking shall be provided in accordance with the requirements specified by this ordinance and located on the lot or tract occupied by the main use.

(Ordinance 2013-09, ex. A, adopted 5/7/13)

Parking Lot Maintenance and Repair Comparison

Updated: 6.14.2024

Comparison City/Town	Requirements	Link to City's Ordinance
Argyle	no ordinance	
Arlington	Commercial parking facilities such as parking surfaces and parking striping are required to be maintained and kept in a state of good repair at all times.	https://www.arlingtontx.gov/cms/One.aspx?portalId=14481146&pageId=18091183
Azle	no ordinance	
Colleyville	Under vacant commercial buildings: The parking lot and paved drive areas shall be maintained. Barriers that prevent access to a property shall be approved by the fire marshal.	https://library.municode.com/tx/colleyville/codes/code_of_ordinances?nodeId=PTIICOOR_CH18BUBURE_ARTIXVACOBUE
Denton	Maintenance of improved parking surfaces. It shall be unlawful for any person to fail to maintain all improved parking surfaces in good and safe condition, and free of any defects affecting the use, safety, and drainage of the surface or of the adjoining property.	https://library.municode.com/tx/denton/codes/code_of_ordinances?nodeId=SPACOOOR_CH17PRMA_ARTXCEPARE_S17-101PANUE
Flower Mound	no ordinance	
Fort Worth	no ordinance	
Grapevine	no ordinance	
Keller	no ordinance	
North Richland Hills	no ordinance	
Roanoke	no ordinance	
Saginaw	All parking lots in all zoning districts which have an asphalt or concrete surface shall be maintained in a reasonable state of repair free from potholes and areas bare of surface material.	https://library.municode.com/tx/saginaw/codes/code_of_ordinances?nodeId=CICO_CH10BUBURE_ARTXIPALOE_S10-328MA
Southlake	no ordinance	
Weatherford	no ordinance	
Westlake	no ordinance	

Mayor Pro Tem Goode's Research

Duncanville	Sec. 12-132. - Parking lot maintenance standards. All persons owning, occupying or having supervision of real property not used for residential purposes (single-family and duplex) in the city shall keep and maintain in good condition and repair any lot or area situated on said property designated or used for the parking or storage of motor vehicles or for the access thereto. The surface of all such parking lots or areas, including the approaches, driveways, drive aisles to such parking, lots or areas, shall be kept and maintained free of grass, weeds and vegetation and free of cracks, holes or pits which may allow the seepage or accumulation of water. Sec. 12-133. - Notice of violation. Prior to the issuance of citation for violations of the foregoing subsection, a ten-day notice of violation shall be given in order to provide the offending party an opportunity to make the necessary corrections to be in compliance with this article. Sec. 12-134. - Service of notice. Any duly authorized officer of the city observing a violation of this article shall issue and serve a notice of such as follows: (1)Delivered personally to the owner or occupant in writing; (2)By letter addressed to the owner or occupant at the owner's or occupant's post office address, last known address, or property address where the violation exists; or (3)If personal service cannot be obtained or the owner's or occupant's post office address is	https://library.municode.com/tx/duncanville/codes/code_of_ordinances?nodeId=COOR_CH12MIOFPR_ARTXVPALOMAE_S12-133NOVI
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unknown:

- a.By publication in the city's official newspaper at least twice within ten consecutive days;
- b.By posting the notice on or near the front door of each building on the property to which the violation relates; or
- c.By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no building.

Sec. 12-135. - Penalties.

It shall be unlawful for any person to violate the provisions of this article and any person, firm, corporation or association violating, this article shall be deemed guilty of a misdemeanor and shall, upon conviction, be fined a sum not to exceed \$500.00. Each day a violation of this article continues shall constitute a separate offense.

Springtown

4.01.001 Maintenance of parking lots.

(a) Only parking lots which contain public access easements located within the city limits are subject to the requirements of this section. A parking lot is defined as a parking area open to business invitees, tenants or the public generally, with or without charge. This term shall include driving and maneuvering lanes.

(b) No parking lot shall be allowed to become deteriorated to the degree that there is destruction and/or deterioration of the driving surface where the subgrade materials are visible and serve as the driving surface, breakage of the driving surface that results in an uneven surface, and driving surface irregularities that in the opinion of the code enforcement officer are in need of repair to ensure the safe operation of motor vehicles.

(c) The owner and the manager of the premises on which a parking lot is located shall be responsible for compliance with this section. Should the owner or manager fail to complete repairs or otherwise come into compliance within forty-five (45) days after written notice mailed by a city representative to the owner’s or manager’s address listed on the city’s tax roll, an offense will be deemed to have occurred.

(d) Should the owner or manager require more than forty-five (45) days to comply with this section due to conditions beyond his control, the city council may, if the matter is brought to its attention and proof of such need presented within the original forty-five (45) days, grant an extension of up to forty-five (45) days, in which case there will be no offense deemed unless there is a failure to complete repairs within such additional time granted.

(e) All repairs to a parking lot shall be permanent repairs and shall be equivalent to the original paving in both depth and material. All repairs are to be completed using the same type material the parking lot is made of, i.e., asphalt repairs of asphalt lots. Dissimilar materials shall not be used to make repairs, i.e., concrete to repair a pothole in an asphalt lot. All repairs are to be made so the compacted repair is level with the surrounding surface.

(f) Violations of subsections (c) and (e) are class C misdemeanors and any person owning or managing any such premises may be found guilty of violation of this section.

<https://ecode360.com/40731859#40731847>

Garland

30.198 Maintenance of commercial properties.

(A) For the purposes of this section, “commercial property” shall mean all property other than single-family residential property. “Commercial building” shall mean any building or structure located on a commercial property. The terms “commercial property” and “commercial building” specifically include apartment and multifamily properties and buildings. “Owner” shall include an agent of the owner who is authorized to, or who actually does, lease, manage, or collect rent from a commercial property on behalf of the owner.

(B) Maintenance of parking areas. The owner of a commercial property shall:

<https://ecode360.com/40075370?highlight=lot,maintenance&searchId=17016761310822228#40075370>

- (1) Repair or resurface all parking areas, driveways to and from parking areas, and the pads and driveways to and from refuse storage facilities so as to be free from potholes, cracks which may contain weeds or other vegetation, or changes in surface grade of one inch (1") or greater.
- (2) Repaint or restripe parking spaces and fire lanes so as to maintain clearly designated parking spaces and fire lanes.
- (C) Maintenance of landscaping. The owner of a commercial property shall remove and replace all dead trees, shrubs, and groundcover which are part of required landscaping for the commercial property and, if not part of required landscaping, shall be removed or replaced.
- (D) Maintenance of commercial buildings and structures. The owner of a commercial building shall:
- (1) Repair or replace broken, cracked, damaged, or missing doors and windows.
- (2) Repair or replace loose, damaged, or missing exterior trim, siding, and roofs.
- (3) Repaint or resurface exterior surfaces of the building with a weatherproof protection.
- (4) Disconnect or cap off unsafe electric and unsanitary plumbing connections in commercial buildings, or portions thereof, that have not been in use for six (6) months or more.
- (E) Schedule of maintenance. The owner shall submit, within ten (10) days of notification of a violation of this section, a work schedule to the City and obtain all necessary permits for the work. All portions of the work shall be completed within thirty (30) days of issuance of a permit. However, major work such as reroofing a building or repaving (resurfacing) a parking lot will be allowed thirty (30) days to submit a work schedule and obtain a permit and a maximum of six (6) months to complete the work.

Arlington

- Maintenance Parking facilities and loading berths shall be maintained and kept in a state of good repair at all times by the owner or the person in control of the premises.
- UDCChapter.pdf (civiclive.com)
- Commercial parking facilities such as parking surfaces and parking striping are required to be maintained and kept in a state of good repair at all times.
- Common Violations
- Damaged parking surfaces
 - o Potholes
 - o Damaged/broken curb stop
 - o Cracks in parking surface allowing grass/vegetation growth
 - o Areas of the parking surface with multiple patches compromising the integrity of the parking surface
 - Missing/faded fire lane and/or parking striping
 - Burned out/improperly timed illumination

https://www.arlingtontx.gov/city_hall/departments/code_compliance/commercial/rapid_reference_guide/parking_lot_standards



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Possible amendments to Parks and Recreation Ordinance pertaining to noise and amplifiers.

Background and Explanation:

Since the opening of the FeedLot Food Truck Park, staff has received a few noise complaints from adjacent property owners due to the bands performing there. The FeedLot is not currently listed as a facility under the Parks and Recreation Ordinance (Article 1.09, Code of Ord.), making it subject to the Offenses and Nuisances Ordinance (Article 8.03, Code of Ord.). In response to this ordinance concern, staff has postponed hiring bands to perform at The FeedLot.

Since then, staff has received numerous requests to reinstate the live bands, as they play a vital role in creating an inviting atmosphere for our patrons. To address these concerns and meet the desires of our community, staff would like to propose an amendment to the City's Parks and Recreation Ordinance, Section 1.09.035, which regulates Noise and Amplifiers. This amendment would allow The FeedLot to continue hosting bands while ensuring compliance with city regulations.

A copy of Section 1.09.035 Noise and Amplifiers within the City of Azle Code of Ordinances is included in this packet for reference.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Section 1.09.035 Noise and amplifiers

Select Language ▼

City of Azle, TX
Thursday, July 11, 2024

Chapter 1. General Provisions

ARTICLE 1.09. PARKS AND RECREATION

Division 2. Use Regulations

§ 1.09.035. Noise and amplifiers.

Users shall comply with the following requirements of this division regulating noise, including amplified [sound,] in city parks and recreation facilities:

- (1) Any sound amplified equipment shall not exceed 65 dB(A) across any property line of the park.
- (2) It is unlawful for any person, firm or corporation to use sound amplified equipment louder than outlined in subsection **(1)** in city parks, except as otherwise permitted in the Central Park Amphitheater and Ash Creek Community Center facilities.
- (3) The use of sound amplified equipment must end by 9:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday.

(Ordinance 2014-03, ex. A, adopted 3/4/14)



Presenter: Tom Muir, City Manager

Agenda Item: Updating the City logo.

Background and Explanation:

Mayor Pro Tem Goode requested a discussion on possibly updating the City's logo.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Tom Muir, City Manager

Agenda Item: Main Street

Background and Explanation:

Mayor Pro Tem Goode requested a discussion on the City taking responsibility for Main Street.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None