



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

October 15, 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

Lee Sipe - Senior Pastor, First Baptist Church Azle

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

PROCLAMATION

1. National Domestic Violence Awareness Month
Alan Brundrett, Mayor

PRESENTATION

2. Annual Presentation - Water/Wastewater/Utility Maintenance/Garage
Rick White, Public Services Director

ACTION ITEMS

3. Consider any action on the September 17, 2024 Council meeting minutes.
Yael Hoffman, City Secretary
4. Consider any action on appointing Hunter Richey to the Planning and Zoning Commission in Place 8 - Alternate position.
Yael Hoffman, City Secretary
5. Consider any action on appointing Aspen Castaneda to Place 5 (AISD Student), and Ryan Nelson to Place 7 of the Beautification Board.
Yael Hoffman, City Secretary
6. Consider any action on Resolution No. 2024-18 supporting the closure of Main Street and provide Police and Fire assistance for "Azle Christmas on Main Street," and waive all applicable fees.

Tom Muir, City Manager

7. Consider any action on awarding the Request for Proposal (RFP) for Wrecker Services (RFP No. 2024-003).

Jennifer Walls, Purchasing Agent

8. Consider any action on awarding the Elevated Tank Rehabilitation Project (Bid No. 2024-009)

Rick White, Public Services Director

9. Consider any action on awarding the Walnut Creek Force Main Project (Bid No. 2024-010)

Rick White, Public Services Director

10. Consider any action on Resolution No. 2024-17 approving the Investment Policy.

Martin Avila, Finance Director

11. Consider any action approving the annual appointments to the Boards and Commissions.

Yael Hoffman, City Secretary

PUBLIC HEARING

12. Conduct a public hearing and consider any action on Ordinance No. 2024-23 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 an amendment to the Permitted Use Schedule to allow Tattoo Parlors in the Central Business District (CBD) by Specific Use Permit (SUP).

David Hawkins, Director of Planning and Development

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

- **551.071 CONSULTATION WITH THE CITY ATTORNEY**
Zoning and land use

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 10/11/2024, 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: Alan Brundrett, Mayor

Agenda Item: National Domestic Violence Awareness Month

Background and Explanation:

Proclamation presented by Mayor Brundrett.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Rick White, Public Services Director

Agenda Item: Annual Presentation - Water/Wastewater/Utility Maintenance/Garage

Background and Explanation:

Annual presentation - Water/Wastewater/Utility Maintenance/Garage.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action on the September 17, 2024 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

September 17, 2024

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:11 PM

Members Present:

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

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Andrea Russell	City Attorney
Yael Hoffman	City Secretary
Susie Hiles	Assistant to the City Manager
Jimmy Duvall	Stormwater and Streets Superintendent
David Hawkins	Director of Planning and Development

INVOCATION

Alton Davis, Senior Pastor, Community Bible Fellowship - President, Azle Area Ministerial Alliance, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

None.

PRESENTATIONS

1. Department Presentation - Streets and Stormwater.

Mayor Brundrett recognized Stormwater and Streets Superintendent Jimmy Duvall, who gave a report on his Department's activities for the past year.

ACTION ITEMS

2. Consider and take action on the September 3, 2024 regular council meeting minutes.

Councilmember Rothenberger moved to approve the September 3, 2024 regular council meeting minutes, as presented. Councilmember Peek seconded the motion.

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

3. Consider and take action on appointing Hunter Richey to the Planning and Zoning Commission in the Place 8 - Alternate position.

Applicant was not present; item was tabled until the next meeting.

4. Consider and take action on appointing Aspen Castaneda to the Beautification Board, Place 5 (AISD Student).

Applicant was not present; item was tabled until the next meeting.

DISCUSSION ITEM

5. Short-Term Rental Ordinance

City Attorney Andrea Russell presented an overview of the short-term rental draft ordinance. The Council requested several changes to the ordinance. City Attorney to make changes and bring back an updated draft at a future meeting. Prior to any action by the Council, the ordinance will need to be considered and acted on by the Planning and Zoning Commission.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

Joint meeting with Planning & Zoning Commission to consider approving the updated Comprehensive Master Plan.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- 09-18-2024 - The playground in Central Park will be closed for repairs.
- 09-20-2024 - Coffee with First Responders at Eagle Crest Villa.
- 09-27-2024 - Employee Service Awards breakfast at 8:30 AM in the community room at City Hall.
- 09-28-2024 - Movie in the Park - Despicable Me 4
- 09-30-2024 - AISD Homecoming Parade
- 10-01-2024 - National Night Out in Central Park
- Azle Farmers Market won "best produce" in the Tri County Reporter's "Best Of Azle" contest.

ADJOURNMENT

Mayor Brundrett adjourned at 7:14 PM

Presented and approved on 10-15-2024.

Alan Brundrett, Mayor

Attest:

Yael Hoffman, TRMC, CMC
City Secretary



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action on appointing Hunter Richey to the Planning and Zoning Commission in Place 8 - Alternate position.

Background and Explanation:

An application has been received from Hunter Richey for the Planning and Zoning Commission.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Boards and Commissions Application - Hunter Richey



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	Hunter Richey
E-Mail	hunterrickey2@icloud.com
Address	1317 Pistachio Dr
City	Azle
State	TX
Zip	76020
Phone (H):	6823933647
Length of Residence in Azle:	240

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	Orkin
Profession	Pest Control Home Inspector
Business Address	6349 Browning Ct
City	Fort Worth
State	TX
Zip	76020
Business Phone	2143857120

Please briefly tell us why you are interested in serving on a Board or Commission:

I am excited about the opportunity to join the board of commission in Azle, Texas, because I have been a proud resident of this community for over 20 years. My deep-rooted affection for this city inspires me to contribute meaningfully to its growth and development. I believe that my experiences living and serving in Azle have provided me with unique insights into the needs and aspirations of our residents. I am committed to fostering a vibrant and inclusive community that provides opportunities for all. Serving on the board would allow me to bring my passion for public service, along with my dedication to collaboration and innovation, to initiatives that enhance the quality of life for everyone in Azle. Together, we can build a stronger, more connected community that meets the challenges of the future while preserving the values that make Azle such a wonderful place to live.

What do you think qualifies you to serve on a Board or Commission?

I have many years experience with blueprints, ROW to ROW, plotlines and more.

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

- Planning & Zoning Commission

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





Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action on appointing Aspen Castaneda to Place 5 (AISD Student), and Ryan Nelson to Place 7 of the Beautification Board.

Background and Explanation:

An application has been received from Aspen Castaneda and Ryan Nelson for the Beautification Board.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Boards and Commissions Application - Aspen Castaneda
2. Boards and Commissions Application - Ryan 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	Aspen Castaneda
E-Mail	aspenbleu06@gmail.com
Address	320 Sandy Beach Rd.
City	Azle
State	TX
Zip	76020
Phone (H):	n/a
Phone (M):	8066815218
Length of Residence in Azle:	8

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

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

Professional Information

Business Name n/a

Profession n/a

Business Address n/a

City Azle

State TX

Zip 76020

Business Phone n/a

Please briefly tell us why you are interested in serving on a Board or Commission: I am very passionate about the environment and would like to bring this passion to aid the efforts of the Beautification Board. I would like to help with the beautification of Azle while also making it more environmentally friendly.

What do you think qualifies you to serve on a Board or Commission? I have researched the conservation and management of land as I run a nature trail at my high school where I focus on beautification and conserving its natural landscape. I am interning at the Fort Worth Nature Center, furthering my knowledge of conservation efforts and ecology. I believe my current knowledge and training can provide a very useful insight and perspective to the Board

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

- Beautification Board (AISD student need not be a qualified voter)

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





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	Ryan Nelson
E-Mail	ryan@marchroofing.com
Address	173 , W Main St
City	Azle
State	TX
Zip	76020
Phone (H):	8172662630
Phone (M):	8172662630
Length of Residence in Azle:	29

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

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

If yes, which one(s) and dates: Chamber of commerce board of directors. Azle youth association board of directors

Professional Information

Business Name March Roofing & March Power

Profession Roofing and Construction

Business Address 173 w main st

City Azle

State TX

Zip 76020

Business Phone 8172662630

Please briefly tell us why you are interested in serving on a Board or Commission: I'd love to help make Azle what it could be. I see incredible potential in Azle

What do you think qualifies you to serve on a Board or Commission? I have been on multiple boards and understand process. I have many ideas for growth and have years of commercial construction experience to help with cost analysis of projects.

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

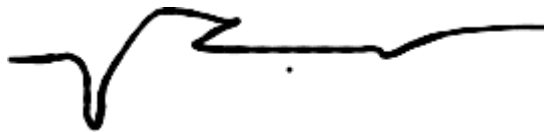
- Beautification Board (AISD student need not be a qualified voter)

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





Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Resolution No. 2024-18 supporting the closure of Main Street and provide Police and Fire assistance for “Azle Christmas on Main Street,” and waive all applicable fees.

Background and Explanation:

“Azle Christmas on Main Street” is scheduled for Saturday, December 7, 2024, from 10:00 a.m. to 8:00 p.m., which will include vendor booths, car show and parade.

Event organizers are requesting Police and Fire assistance for the event and a waiver of all applicable fees, as well as approval of Resolution No. 2024-18 requesting the closure of Main Street for this event.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve the request.

Attachments:

1. AACOC-Request to place an agenda item on the Council agenda Oct. 15, 2024
2. 2024 Christmas on Main Street Schedule of Events
3. Parade Route 2024
4. Resolution 2024-18

REQUEST TO PLACE AN ITEM ON THE COUNCIL AGENDA

Requests must be submitted to the office of the City Secretary at least Six (6) days prior to the City Council meeting for which the request is being made, and your request must include all relevant information concerning the matter.

Requested Agenda Date: October 15, 2024

Name Jennifer Herrington, Contact Number 817-444-1112:

Address, City State and Zip Code

404 W. Main St., Suite 102, Azle, Tx 76020

Are you a resident or business owner in Azle? YES: X NO: _____

Subject to be discussed including the following:

- Background
2024 Azle Christmas on Main Street. Requesting street closures, traffic control, security, and waiver of all fees and permits for Azle Christmas on Main Street 2024
- Intended Goal (Policy Change? Outcome?)

- Resolution Efforts (Who have you spoken with in the city to try and resolve your issue)

Please provide as much information you have to support your item.

Attached this form to your supporting document(s), (if any) and return to:

City Secretary`s Office

505 W. Main St.

Azle, TX 76020

yhoffman@cityofazle.org

817-444-7101 direct line.

Nutcracker CHRISTMAS

Azle Area Chamber of Commerce Annual Christmas on Main Street
Saturday, December 7, 2024



Schedule of Events



10:00 - 11:30 a.m.

Festival Setup

10:00 - 3:00 p.m.

Christmas Car Show
@ Azle City Hall

12:00 - 5:00 p.m.

Christmas on Main Street Festival
@ 404 Main Place and Main Street

2:00 - 5:00 p.m.

Children's Christmas Activities
Inside 404 Main Place

4:00 - 6:30 p.m.

Community Christmas Celebration
@ Azle Historical Museum

5:00 - 6:00 p.m.

Festival Breakdown

6:15 - 6:30 p.m.

Dual Lighting of the Trees
Optimist Club Tree @ Museum
City of Azle Tree @ City Hall

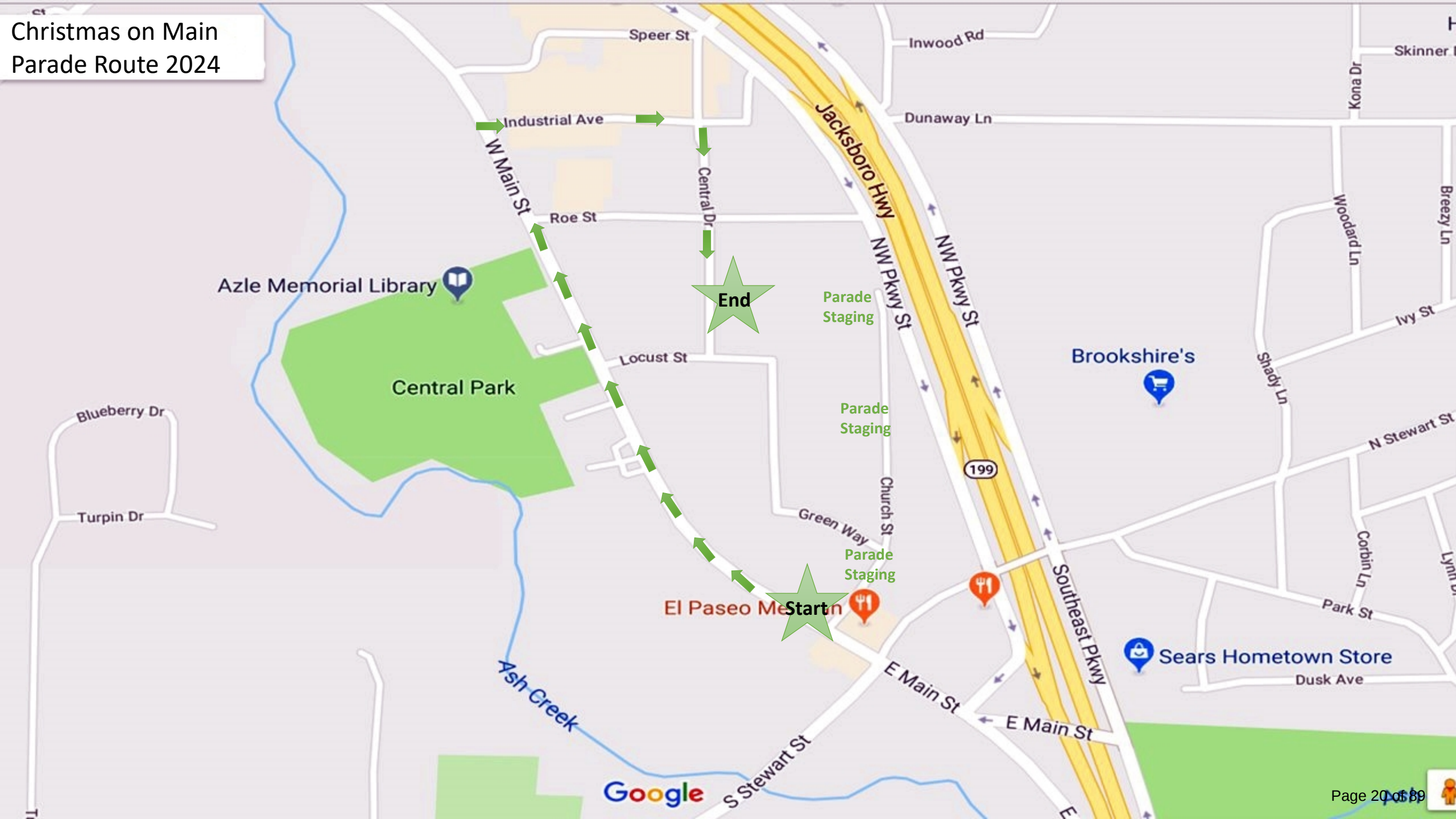
6:30 - 7:30 p.m.

Parade of Lights
Starts @ Azle Historical Museum,
continues down Main Street to Industrial Ave.



Azle Area Chamber of Commerce
404 W. Main Street, Suite 102
Azle, TX 76020
817-444-1112
info@azlechamber.com
www.azlechristmasonmain.com

Christmas on Main
Parade Route 2024



RESOLUTION NO. 2024-18

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 Speer Street to Church Street on December 7, 2024 from 10:00am – 8:00pm for Azle Christmas on Main Street and lighted Christmas Parade; and

WHEREAS, The City of Azle requests permission from TxDOT to close this portion for this 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 Speer Street to Church Street on December 7, 2024 from 10:00am – 8:00pm for the Christmas on Main Street and lighted Christmas Parade 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 15th day of October, 2024.

APPROVED:

Alan Brundrett, Mayor

ATTEST:

Yael Hoffman TRMC, City Secretary



Presenter: Jennifer Walls, Purchasing Agent

Agenda Item: Consider any action on awarding the Request for Proposal (RFP) for Wrecker Services (RFP No. 2024-003).

Background and Explanation:

On February 20, 2024, the Council passed Ordinance No. 2024-02 (wrecker ordinance) which would align the ordinance more closely with the State law. The ordinance also included a provision to allow the City to contract with a single source vendor for police non-consent tows and enable a higher level of service for the citizens who require these services.

A request for proposals (RFPs) was issued for Wrecker/Towing Services (RFP No. 2024-003) for a one-year (1) term with the option to extend the contract for up to three (3) additional annual terms.

On September 26, 2024, Wells Woods Wrecker LLC submitted the only proposal. Some of the major fees include:

- Wrecker tow charge: \$272.00 with a \$50.00 cleanup per 1/2-hour for full coverage of accidents;
- Arrest rotations: \$165.00;
- Accident rates, \$100.00 per hour for rollover hook up and clean up with a 30-minute minimum; and
- City-owned vehicle tow: no fee within the city limit.

The submitted proposal was evaluated by the Police Department and Purchasing staff, who determined that Wells Woods Wrecker LLC were in compliance with all the requirements stated in the RFP.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends awarding a contract to Wells Woods Wrecker LLC.

Attachments:

1. RFP 2024-003 - Wells Woods Wrecker

Request for Proposals

Wrecker Services



505 W Main St, Azle, TX 76020
PH: 817-444-2541 Fax: 817-444-7149

The City of Azle invites all qualified parties to submit proposals for Wrecker Services, consistent with the Terms and Conditions set out below.

Request for Proposal must be submitted in sealed envelopes prominently marked as follows:

REQUEST FOR PROPOSAL NUMBER 2024-003 WRECKER SERVICES

Return your proposal to:

Jennifer Walls, Purchasing Agent

Walk in &
FED EX/UPS:

City of Azle
505 W Main
Azle, Texas 76020

Mail/USPS:

City of Azle
P.O. Box 1378
Azle, TX 76098

Proposals will be accepted until:

10:00 A.M. on September 26, 2024

To be considered, your Request for Proposal must be signed. All pages, including addenda and/or attachments, must be returned with your proposal. Upon delivery to the City of Azle, Proposals become binding and may not be withdrawn or canceled by the proposer without the permission of the City of Azle for a period of ninety (90) days following the date designated for the receipt of the proposal.

The City of Azle appreciates your time and effort in preparing your proposal. However, proposals received after the deadline WILL NOT be considered for award. Further, the City of Azle reserves the right to accept or reject any and all proposals and to waive informalities or defects in the proposal responses as it shall deem to be in the best interest of the City.

GENERAL INFORMATION

Inquiries: Questions/inquiries concerning this Request for Proposal must be submitted prior to 5:00 p.m. on September 17, 2024. All inquiries should be emailed to Jennifer Walls, Purchasing Agent, at jwalls@cityofazle.org.

Opening of Proposals:

September 26, 2024, 10:00 A.M.

Submit Proposals to:	Purchasing Agent	Mail to:	Purchasing Agent
Walk in	City of Azle	USPS	City of Azle
FED EX/UPS	505 W Main		P O Box 1378
	Azle, Texas 76020		Azle, TX 76098

Respondent must submit three copies of the proposal. The proposals must be timely received by the Purchasing Agent, bearing the name and address of the Respondent and labeled: "Request for Proposal Number 2024-003 Wrecker Services".

All proposals must include the certification and acknowledgment contained in this request indicating that the proposal is valid for a minimum period of 90 days subsequent to the RFP closing date.

Late proposals will not be considered. Respondents are solely responsible for ensuring that the Purchasing Agent timely receives the proposal.

Competitive Selection/Evaluation Factors: The successful proposer will be selected on a rational basis of **demonstrated competence and qualifications** to perform the services for a **fair and reasonable price**. Other evaluation factors include references, reputation, experience, past performance, skill, financial capacity, delivery schedule, quality installation and warranty or other criteria deemed to be in the best interest of the City. Evaluation factors shall be applied to all eligible, responsive respondents in comparing proposals and selecting the successful proposal. Award of a bid may be made without discussion with a respondent after proposals are received and opened. Proposals should therefore be submitted on the most favorable terms.

There is no expressed or implied obligation for the City of Azle to reimburse respondents for any expenses incurred in preparing and submitting a proposal in response to this request.

Conflict of Interest: If a respondent has a business relationship with a local governmental agency and meets the other requirements under Chapter 176 of the Texas Local Government Code, the completed Conflict of Interest Questionnaire must be submitted along with the proposal.

Prohibition Against Personal Interest in Contracts: No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.

Disclosure of Interested Parties: The respondent must submit the Certificate of Interested Parties, Form 1295 as required within seven business days from notification of a pending award. The form must be submitted electronically through the Texas Ethics Commission website. Once submitted, the form will be assigned a unique registration number. This form must be manually signed and sent to the City of Azle purchasing department prior to award by the City Council.

Required Assurances: In accordance with Chapter 2270 of the Texas Government Code, Respondent agrees to verify that it does not boycott Israel and will not boycott Israel during the term of any contract executed in response to this proposal.

In compliance with Chapter 2252 of Texas Government Code, the City of Azle, Texas will not enter in a contract with a company that does business with Iran, Sudan or any known terrorist organization.

TERMS AND CONDITIONS

Late Proposals: Proposals received by the City of Azle AFTER THE SUBMISSION DEADLINE, will be considered NULL and VOID. The City of Azle is not responsible for the timeliness of delivery. The proposer

shall be responsible for actual delivery of their proposal. If delivery is delayed beyond the date and hour set for the opening for any reason, delayed proposals will not be considered and will be returned.

Withdrawal of Proposal: Proposals may not be withdrawn or canceled without the permission of the City of Azle for a period of ninety (90) days following the date designated for the receipt of the proposal.

Taxes: The City of Azle is **EXEMPT** from payment of any Texas Sales Tax or Federal Excise Tax.

Accept/Reject Or Waive Informalities: The City of Azle reserves the right to accept, or reject any and all proposals, and to waive informalities or defects in the responses as the City of Azle shall deem to be in its best interest.

Addenda: Any interpretations, corrections, or changes to this Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Azle's Purchasing Agent, Jennifer Walls. Addenda will be emailed to all known recipients of this Request for Proposal. ALL PROPOSERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA BY ATTACHING THE ADDENDA TO THEIR SUBMISSION TO THIS PROPOSAL.

Additions/Deletions: The City reserves the right to make additions, deletions, revisions and/or otherwise modify the scope of services. Any changes that causes the Contractor to suffer additional expenses may be negotiated upon written justification. Any and all such changes shall only be made upon written notification which shall clearly state the effective date of the change.

Contract: After the award of the Bid, the City of Azle and the selected Respondent shall negotiate and execute a contract, which must be approved by the City Council. The RFP and the proposal shall become a part of the contract. In the event the parties cannot negotiate and execute the contract within a timely manner, the City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent. After approval of the contract by the City Council, any changes to the contract must be made by change order or amendment. No different or additional terms will become a part of the contract unless approved in writing by the City of Azle.

Exceptions/Substitutions: All proposals meeting the intent of this RFP will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions as part of their proposal. The absence of such a list shall indicate that the proposer has not taken exceptions and the City of Azle shall hold them responsible to perform in strict accordance with the specifications of the invitation. The Azle City Council reserves the right to accept any and all, or none of the exception(s) and or substitution(s) deemed to be in the best interest of the City

References: Please include at least 3 professional references related directly to wrecker services you have provided.

PAYMENT TERMS

Tax Exempt Status: The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

Invoicing Requirements: Unless otherwise specified, all invoices shall be submitted once a month in accordance with the agreement or Purchase Order, to the City of Azle, Accounts Payable, P O Box 1378, Azle, TX 76098 or emailed to accountspayable@cityofazle.org. Each invoice shall reference the Purchase Order number, Vendor's complete name and remit to address. If applicable, transportation and delivery charges shall be itemized on each invoice. A copy of the bill of lading and the freight waybill shall be submitted with the invoice if applicable. All invoices will be paid within thirty (30) days of the date of the invoice.

SCOPE OF SERVICES

The City of Azle is seeking proposals to perform Wrecker Services for the Police Department. The specifications for Services to be performed is set out below:

- 1. Project Title: Wrecker/Towing Service for City of Azle
- 2. City Contact

Any questions to the RFP shall be directed to the Purchasing Agent: Jennifer Walls, (817) 444-7003, jwalls@cityofazle.org

- 3. Proposal Evaluation Factors

<u>Emphasis</u>	<u>Factor</u>
40%	Purchase price, including the total long-term cost to the municipality to acquire the Proposers' goods or services
30%	Proposer's Ability, including the quality of the Proposers' goods or services and the extent to which the goods and services meet the municipality's needs.
20%	Proposer's Experience/References, including reputation of the Proposer, reputation of the Proposers' goods or services, and consideration of responses from Proposer's references.
10%	Past Experience with City, including the Proposer's past relationship with the municipality, demonstrated reliability to meet contractual obligations with current and prior customers, and prior suspensions or actions taken against the proposer by the City of Azle due to complaints or allegations of ordinance violations.

- 4. Key Events Schedule

Proposal Release Date: September 5, 2024
Deadline for Submittal of Written Questions: September 17, 2024
Sealed Proposals Due to and Opened by City: September 26, 2024, 10:00 a.m. CST

Anticipated City Review and Scoring: October 3, 2024
Anticipated Award Date: October 15, 2024

- 5. Scope of Services

A. SCOPE AND INTENT

The successful Proposer shall be responsible for every wrecker operator to answer any call made by the City (Azle Police Department or any authorized local authority) on a twenty-four (24) hour basis, seven (7) days a week. Every call for the contracted wrecker service shall be responded to (i.e. the wrecker arriving on scene) within twenty (20) minutes on a consistent basis. Such notification is to be rendered to the successful Proposer at a single telephone number to be designated by the successful Proposer. The police dispatcher will log on the call and wrecker log when contact is made, or attempted to be made with the wrecker, and when the wrecker is en route. Exceptions may be made to this requirement if unforeseen or extenuating circumstances are involved in the judgment of the Chief of Police or his designee.

The successful Proposer shall hold all items, materials, equipment, and vehicles towed pursuant to the Wrecker/Towing Service Agreement at a location to be approved by the City or its agent. The successful Proposer shall indemnify the City for all damage or loss on all items, materials, and equipment so held which are not owned by the City, and shall be liable to the City for damage or loss to City-owned property or

equipment of any kind. The location of the storage facility lot must be inside the City or within five (5) miles of City limits.

B. BACKGROUND

The City of Azle seeks a single successful Proposer to provide for towing and the storage of vehicles initiated by the City of Azle. The successful Proposer should be located within the City or within five (5) miles of City limits.

C. GENERAL REQUIREMENTS:

- 1) Requesting proposals for wrecker/towing service.
- 2) The Proposer agrees to abide by any and all instructions from the City regarding said services. In accordance with this section, the Proposer also agrees to perform all duties and professional services authorized by the City which are set forth in the contract and other reasonable instructions from the City or its agents which are necessary to perform under the terms of the contract.
- 3) The Proposer is responsible for providing the following information to the City, in true and correct fashion, on an information sheet provided by the City (Appendix E). The City Manager or a designee also may require any additional information of an applicant if deemed necessary.
 - a. Name and current address and telephone number(s) of the owner of the wrecker/wrecker company;
 - b. Name and current address and telephone number(s) of the operator(s) of the wrecker(s);
 - c. Current certificates that are required by the State of Texas;
 - (i) Permit Number for Commercial Carrier Tow Truck
 - (ii) Permit Number for Wreckers Vehicle Storage Facility
 - d. Name and type of wrecker(s) to be operated;
 - e. A certificate showing the vehicle is adequately covered by public liability and property damage insurance in accordance with wrecker service ordinance requirements
 - f. Statement that the wrecker service company will provide wrecker services on a twenty-four (24) hour basis, seven (7) days a week;
 - g. Proof that each driver for the wrecker service who will be driving the wrecker for commercial purposes (receiving any funds) has a current and clear Texas CDL driver's license and a Texas Department of Licensing and Regulation (hereinafter referred to as "TDLR") issued Incident Management Towing Operator License; *Check on CDL State Regue TDLR* →
 - h. Proof that each personnel for the wrecker service who will be conducting paper work and releasing vehicles has a TDLR issued Vehicle Storage Facility Employee License;
 - i. Proof of a permanent and established place of business within the City and a permanent and established storage facility within the City or within five (5) miles of City limits from which the proposed wrecker service will be operated; and
 - j. Proof of insurance policies required by the State of Texas, including Forms E, H, and I on vehicles, and Form T on Vehicle Storage Facilities. No officer or employee of the CITY has or

shall have the authority to waive this requirement.

- 4) The successful Proposer shall comply with all applicable State laws and regulations that may affect cost, progress, performance or work, the Department of Transportation Regulations, and Motor Carrier Rules concerning the operation of a wrecker service and the Vehicle Storage Facility.
- 5) The successful Proposer must operate in compliance with all requirements of Section 4.09.015 of the Code of Ordinances for contract wrecker service companies. The successful Proposer must operate in accordance with all other provisions of Article 4.09 of the Code of Ordinances.
- 6) The successful Proposer shall furnish all supplies, tools, equipment, personnel and work experience to fulfill the terms of the Wrecker/Towing Service Agreement.
- 7) The City shall not be liable for any loss or damage sustained by the successful Proposer. The successful Proposer shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorneys' fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under the agreement. The successful Proposer shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site.
- 8) The successful Proposer shall not operate nor cause to be operated any piece of equipment that has had the appropriate safety switches or guards broken, removed or lost.
- 9) The successful Proposer must provide a valid telephone number and address at all times to the designated City department representative. The telephone number must be answered on a twenty-four (24) hour basis, seven (7) days a week.
- 10) The successful Proposer shall maintain a cell phone for on-call purposes to be utilized by the police dispatcher for communications to the Proposer.
- 11) The successful Proposer shall be responsible upon arrival at an accident scene to promptly clear the wreckage and debris from the traveled portion of the roadway and confine wreckage and debris to the smallest possible portion of the traveled roadway. Further, in a manner to minimize the duration of the interference with normal traffic flow, the successful Proposer shall completely remove from the site of the accident all resulting wreckage or debris, including all broken glass.
- 12) All monetary transactions for storage and tow fees shall be the responsibility of the successful Proposer. The City shall not be involved in nor be responsible for the exchange of funds between successful Proposer and third parties. The City reserves the option of attempting to resolve disputes between successful Proposer and any third party with regard to services rendered under the Wrecker/Towing Service Agreement.
- 13) The successful Proposer shall maintain complete, current and updated records files on-site. All files and records regarding vehicles towed or stored under the Wrecker/Towing Service Agreement, as well as all vehicles stored under the Wrecker/Towing Service Agreement, shall be available for inspection during normal business hours by the City or the Azle Police Department upon request. The successful Proposer must follow the Azle Police Department's procedures for releasing vehicles to vehicle owners or authorized agents.
- 14) The successful Proposer shall maintain books and records reflecting its operation in accordance with generally accepted accounting principles as may be necessary for verification of its compliance with the

terms of Chapter 4.09 of the Code of Ordinances, which books and records must be made available at reasonable times to the chief of police or his designee upon request for inspection.

- 15) The wrecker service operator shall check the following items to verify for accuracy and completeness: License number, year model, make and body style, vehicle identification number, inspect and ensure all significant damage has been listed or items missing off of the vehicle. For repossession to occur by a lien holder while the vehicle is impounded, the lien holder or its representative must present paperwork showing execution of ownership and information making claim to the vehicle due to payments not being received. The release of a vehicle to a third party such as an insurance company requires presentation of proper documentation indicating a valid claim was issued on the vehicle.
- 16) The successful Proposer shall be responsible for a vehicle storage facility employee to be available and respond to the impound site for vehicle releases within one (1) hour of notification by means of a single designated telephone number at all times. The successful Proposer shall provide reasonable opportunity for vehicle owners to remove items from their vehicles and for appraisals and photographs to be taken by insurance agents, repair personnel, and other authorized agents of the owners or of the City. There will be no charge for this service.
- 17) The Proposer shall furnish such reports, both oral and written, as may be required by the City or the Azle Police Department.
- 18) The Proposer may auction impounded motor vehicles in accordance with State law and shall provide documentation to the Azle Police Department related to each motor vehicle that is auctioned, as required by the Azle Police Department.
- 19) The Proposer, company officers, employees and families of officers and employees are prohibited from bidding or purchasing directly or indirectly vehicles, vehicle parts or any other items during auction.
- 20) The Proposer must operate a principal place of business in the city limits.
- 21) The Proposer shall confine any guard dogs or other animals maintained at a vehicle storage facility or office area in such a manner that they do not have access to vehicle owners or to representatives of the City while conducting business at the storage lot.
- 22) Each wrecker shall have permanently inscribed on each side the name, address, TDLR permit number and telephone number of the wrecker service company in letters not less than three inches in height and are clearly visible in a contrasting color.
- 23) The Proposer shall provide adequate wrecker units capable of transporting modern vehicles without damage (for example: Wheel Lift, Tilt Bed, etc.).
- 24) The Proposer shall immediately notify the Azle Police Department of all unclaimed property removed from any vehicle at the time of its release from the storage facility. The Proposer will immediately notify the Azle Police Department if he believes or has reason to believe that a vehicle contains property that is stolen.
- 25) The City will reserve the right to background check wrecker employees if there is reason to believe that a wrecker driver's history may not be suitable for the position.
- 26) The Proposer shall comply with all provisions contained in the Azle Code of Ordinances, Chapter 4, Article 4.09 Wreckers, as amended. The provisions of said Chapter 4, Article 4.09, of the Azle Code of Ordinances are incorporated herein by reference and constitute a part of this Request for Proposals, as if

the same were fully set forth herein, and will constitute a part of the contract between the City and the Proposer.

- 27) The Proposer must comply with directives given by the Azle Police Department personnel during Azle Police Department pulls, towing vehicles to the tow truck service facility or any other location specified by the Azle Police Department for investigative purposes.
- 28) The Proposer will house vehicles that are designated as evidence for a criminal proceeding without charge to the City until the vehicle is released by the prosecutor.
- 29) The Proposer agrees to reserve adequate spaces for the City, to include storage for semi- truck trailers and other large vehicles.
- 30) The Proposer shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the Proposers' employees or agents.
- 31) A Proposal constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for Proposal.
- 32) The Proposer will be responsible for any damages to properties outlined in the Request for Proposals due to negligence on the part of the Proposer or any of his representatives. Any damage to the properties is to be reported immediately to the City department representative.
- 33) Failure to correct all conditions, discrepancies or deficiencies and/or problems not in compliance with the Agreement within twenty-four hours from written notice will result in a penalty, paid to the City, in the amount of \$200.00 per day. This penalty may be waived if written authorization granting additional time is received by the Proposer, from the City.
- 34) Each wrecker shall carry as standard equipment safety chains, a fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic-control reflectors, a wheel dolly and a container to carry debris.
- 35) Each wrecker shall be equipped with overhead flashing emergency lights visible from one thousand five hundred feet.
- 36) Each wrecker shall be equipped with a power or hand-operated winch line and boom or lifting device with a factory-rated capacity of not less than five thousand pounds single capacity.
- 37) Each wrecker shall not be less than one ton in size.
- 38) The successful Proposer must register and obtain a permit with the City under Article 4.09 of the Azle Code of Ordinances. A copy of the permit must be positioned where it is clearly visible in the vehicle's front window, either hanging from the inside rear window or secured inside face-out next to the state inspection sticker.
- 39) The successful Proposer must be able and willing to provide insurance in accordance with the following provisions. If the insurance required below is inclusive of other insurance requirements noted in this Request for Proposal, the successful Proposer will not be required to provide duplicative coverage.
 - (a) The city shall not issue a permit unless the wrecker operator shall procure and keep in full force and effect automobile liability insurance and either garagekeeper's liability insurance or truck cargo insurance written by an insurance company authorized to do business in the state,

acceptable to the city, and issued in the standard form approved by the state department of insurance. Such policies of insurance shall require at least thirty days' written notice to the city of any cancellation or termination or of any material change in the terms of the insurance coverage. The insurance policies shall contain appropriate provisions to cover all wreckers and wrecker operators conducting business under the permit.

- (b) The automobile liability insurance must provide combined single limits of liability for bodily injury or death and property damage of not less than five hundred thousand dollars (\$500,000.00) per individual per occurrence, one million dollars (\$1,000,000.00) total per occurrence, and five hundred thousand dollars (\$500,000.00) for property damage and theft coverage on all vehicles removed or impounded. The automobile liability insurance must also meet the minimum requirements under the laws of the state.
 - (c) The garagekeeper's liability insurance or tow truck cargo insurance, whichever is maintained, must provide limits of liability for any one loss of not less than five hundred thousand dollars (\$500,000.00).
 - (d) A copy of the required insurance policies shall be submitted to the city at the time of application for a wrecker permit and a current copy of such policies shall be maintained with the chief of police or his designee throughout the term of the permit.
- 40) The Proposer's fees for services shall be set by contract, and the Proposer shall provide proposed fees for services in its proposal.

AWARD OF CONTRACT AND RESERVATION OF RIGHTS

A contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to the City, as determined by City staff.

The City of Azle reserves the right to accept one or more Proposals or reject any or all Proposals received in response to this RFP, and to waive informalities and irregularities in the Proposals received. The City also reserves the right to terminate this RFP and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

After the award of the Bid, the City of Azle and the selected Respondent shall negotiate and execute a Contract, which must be approved by the City Council. In the event the parties cannot negotiate and execute the Contract within a timely manner, the City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit the City of Azle to enter into the Contract, award any services related to this RFP, nor does the RFP obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of the Contract.

The City of Azle will be invoiced monthly for all amounts payable by the City pursuant to the terms hereof. Required documents will be provided to the City by selected Respondent for review and approval of invoices.

All invoices must be mailed to:

City of Azle
Accounts Payable
P O Box 1378
Azle TX 76098

Or emailed to :

accountspayable@cityofazle.org

WELLS WOODS WRECKER SERVICE LLC
NON CONS FEE SCHEDULE

P.D. WITH PULLS SHEET	\$165.00
ACCIDENTS O/R	\$272.00
MILEAGE AFTER 5 MILES	\$4.00
FSC. ACCIDENTS ONLY	\$30.00
MOTORCYCLES W/PULLSHEET	\$165.00
ACCIDENTS O/R	\$272
CLEAN UP ACCIDENT SCENE	\$100.00 PER HOUR
OIL ABSORB	\$25.00 PER BAAG
EXTRA MAN POWER	\$100.00 PER HOUR
WINCH OUT, WORK TIME,LABOR	\$100.00 PER HOUR
ROLLOVER	\$100 PER HOUR
HEAVY TOW	\$ 250.00 PER HOUR MIN 2.HR
STATE MANDATED FEES	
STORAGE DAILY RATE	\$22.85
NOTIFACTION FEE	\$50.00
IMPOUND FEE	\$22.85
CITY VEHICLES TOWED AT NO CHARGE TO CITY GARAGE	
IF TOWED TO DEALERSHIP	\$65.00 HOOK UP
	\$3.00 A MILE

REQUIRED PROPOSAL INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Proposer should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposer should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.
- E. Cost of Proposed Products and/or Services: Complete the fee column with the desired bid amounts.

Light Wrecker: Item Description	Fee
1. <u>Wrecker Tow Charge</u> : This tow fee includes waiting time and clean-up time up to 30 minutes on-scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Charges for towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the city limits of Azle shall be the same as charges for delivery to the Pound. No transfer fee is authorized or allowed. (A)	Hookup Fee 272.00 CU 50.00 per 1/2 Hr
2. <u>Additional Charge for Street/Roadway/Rollover/ Clean-Up Time</u> : Additional time may be charged in 30-minute increments for heavy-duty clean-up. This charge will apply to off-road recovery or to upright a vehicle due to rollover.	Rollover 100.00 per Hr. 30 min. Minimum

Accident
Full Coverage
Rate

1(B) Plain Rotation for Arrest. 165.00 -

3. <u>Storage-Per-Day Fee</u> : This fee will be charged in a twenty-four (24)-hour increment from the time that the vehicle is impounded.	22.85
4. <u>Impound Fee</u> : This fee includes the paper work fee for each individual tow.	\$20.00 22.85
5. <u>Notification Fee</u> : This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	\$50.00
6. <u>Sales Tax</u> : This is the sales tax assessed on the total invoice for the vehicle.	8.25%
7. <u>Outside-City-Limits Fee</u> : This charge applies to all vehicles that need to be towed from the city limits to another location. The charge is based on the amount per mile from the city limits to the ultimate destination.	Hookup 95.00 Mileage 5.00
8. <u>Fee for Non-Emergency Unlock Service</u> : A flat fee is charged for assistance in the city limits of Azle in the non-emergency unlock of a vehicle.	80.00
9. <u>Fee for City Vehicle Tire Changes</u> : A flat fee per call is charged for all tire changes for CITY vehicles.	50.00
10. <u>Fees for City Owned Vehicles/Equipment</u> : When directed by the City.	Free in City limits

Medium Wrecker: Item Description	Fee
1. <u>Wrecker Tow Charge</u> : This tow fee includes waiting time and clean-up time up to 30 minutes on-scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Charges for towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the city limits of Azle shall be the same as charges for delivery to the Pound. No transfer fee is authorized or allowed.	\$450. per Hr Rotator 650.00 on Hr. HD Dollies 1500.00 min
2. <u>Additional Charge for Street/Roadway/Rollover/ Clean-Up Time</u> : Additional time may be charged in 30-minute increments for heavy-duty clean-up. This charge will apply to off-road recovery or to upright a vehicle due to rollover.	Landol 550.00 an Hr.

Texas Towing

3. <u>Storage-Per-Day Fee</u> : This fee will be charged in a twenty-four (24)-hour increment from the time that the vehicle is impounded.	39.99
4. <u>Impound Fee</u> : This fee includes the paper work fee for each individual tow.	\$20.00 22.85
5. <u>Notification Fee</u> : This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	\$50.00
6. <u>Sales Tax</u> : This is the sales tax accessed on the total invoice for the vehicle.	8.25%
7. <u>Outside-City-Limits Fee</u> : This charge applies to all vehicles that need to be towed from the city limits to another location. The charge is based on the amount per mile from the city limits to the ultimate destination.	
8. <u>Fee for Non-Emergency Unlock Service</u> : A flat fee is charged for assistance in the city limits of Azle in the non-emergency unlock of a vehicle.	
9. <u>Fee for City Vehicle Tire Changes</u> : A flat fee per call is charged for all tire changes for CITY vehicles.	
10. <u>Fees for City Owned Vehicles/Equipment</u> : When directed by the City.	

Heavy Wrecker: Item Description	Fee
1. <u>Heavy Duty Charge</u> : Incidents requiring a heavy-duty wrecker shall be charged from the time dispatched to time delivered to the Wrecker Services Pound on an hour basis. This service will include Street/Roadway clean up with in the first hour, use of dollies, recovery, and winching. This service shall be paid at a rate of a minimum of 1 hour. The proposer may use a sub-contracted heavy-duty wrecker company provided the heavy-duty wrecker meets all the state licensing requirements.	Same as Med. Duty
2. <u>Additional Charge for Street/Roadway/Rollover/Clean-Up Time</u> : Additional time may be charged in 30-minute increments for heavy-duty clean-up. This charge will apply to off-road recovery or to upright a vehicle due to rollover.	

Texas Towing

3. <u>Storage-Per-Day Fee</u> : This fee will be charged in a twenty four (24)-hour increment from the time that the vehicle is impounded.	39.99
4. <u>Impound Fee</u> : This fee includes the paper work fee for each individual tow.	\$20.00 22.85
5. <u>Notification Fee</u> : This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	\$50.00
6. <u>Sales Tax</u> : This is the sales tax assessed on the total invoice for the vehicle.	8.25%
7. <u>Outside-City-Limits Fee</u> : This charge applies to all vehicles that need to be towed from the city limits to another location. The charge is based on the amount per mile from the city limits to the ultimate destination.	
8. <u>Fees for City Owned Vehicles/Equipment</u> : When directed by the City.	

F. Any contract resulting from this RFP shall be effective for three (3) years from date of award. The City anticipates that the contract may be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

G. Option Clause: It is agreed that the City will have the option to extend the contract for up to three (3) additional annual terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any term. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

H. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

a. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 40 yrs; and the number of employees: 7.

b. Related Experience: All Proposals must include detailed information that details the Proposer's

SEPTEMBER 18, 2024

RFP NO. 2024-003

ADDENDUM NO. 1

WRECKER SERVICES

BIDS DUE SEPTEMBER 26, 2023, AT 10:00 A.M., CST

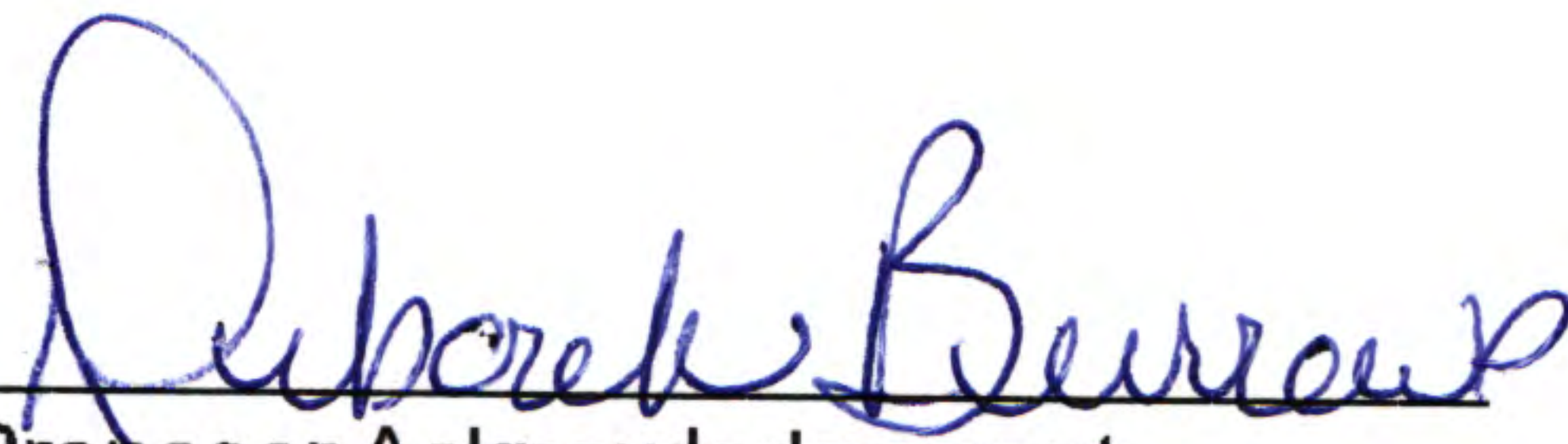
1. Questions and Answers:

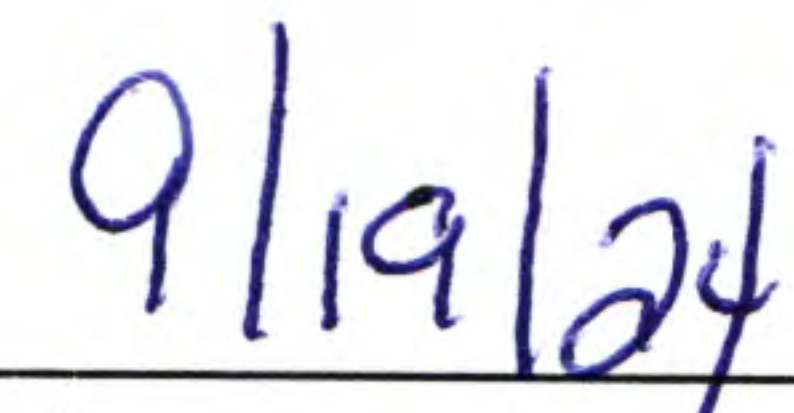
Question: The state raised the impound fee and daily storage rate to \$22.85 instead of \$20.00, the rate is filled out on page 14.

Answer: This can be adjusted to meet the state allowed storage rate.

Question: On page 6 under C. general requirements # G. states that they have a current CDL. with our trucks they don't need CDL only their TDLR. Is this going to be ok?

Answer: We will accept that the driver has a driver's license in good standing that allows the driver to operate the tow truck they are assigned and drive.


Proposer Acknowledgement


Date

experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested services.

I. Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein, if possible.

Reference #1:

Client / Company Name: City of Reno Contact Name: Jennifer Rossi Contact Title: Admin. Ass.
Phone: 817-221-2500 Email: Jennifer.Rossi@RenoTX.gov Date and Scope of Work Provided: March 2019
X102

Reference #2:

Client / Company Name: Springtown Contact Name: Jamie Oliver Contact Title: Chief
Phone: 817-220-0828 Email: Disptche@SpringtownP.D.Gov Date and Scope of Work Provided: Sept 2015

Reference #3:

Client / Company Name: Pelican Bay Contact Name: Brad Anderson Contact Title: Chief
Phone: 817-444-1234 Email: DDawdle@PelicanBayTX.gov Date and Scope of Work Provided: 2013

I. Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

J. Licenses/Permits: The Proposer shall provide all applicable permit/license numbers for operation:

- a. License/Permit Numbers(s) for Wrecker Service Company: Wells 005868934C
Woods 00671403C
- b. License/Permit Number(s) for Tow Truck/Wreckers: TDLR 00058689340061M
TDLR 00058689340071M
TDLR 00058689340081M
TDLR 00064714030031M
TDLR 00064714030021M
- c. License/Permit Number(s) for Wreckers Vehicle Storage Facility: Wells 0589999V5F
Woods 0647141V5F

L. Emergency Services: During a natural disaster, or homeland security event, there may be a need for the City of Azle to utilize your services in a manner other than the normal operation. For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the Proposer's emergency contact information remains current. The City shall be provided in writing with any change to a contact name or phone number of these emergency contacts. All services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions.

The Proposer shall provide the names and phone numbers for the case of an emergency.

Business Name: Wells Woods Wrecker LLC Contract #: 817-475-0268
Description: Gigi Burrows Cell
Primary Contact (Name): James Burrows 817-475-7634

Primary Contact Phone Numbers: Home: James Cell: 817-475-7634
Secondary Contact (Name): Charlaen
Secondary Contact Phone Numbers: Home: Dispatch Cell: 682-213-0546

2. Contract Terms and Conditions.

EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Payments will be processed by the City in accordance with the Prompt Payment Act.
- B. Warranty of Products and Services: All services provided under this contract shall be to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Independent Contractor: Service provider agrees that service provider and its employees and agents have no employer- employee relationship with City. Service provider agrees that in the performance of this contract, the City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- D. Assignments: The rights and duties awarded the service provider shall not be assigned to another without the written consent of the City. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- E. Liens: Service provider shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by service provider, and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- F. Gratuities / Bribes: Service provider certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful service provider, or its agent or representative, to any City officer, employee or elected representative, with respect to the RFP or this contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of this contract.
- G. Financial Participation: Service provider certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the contract is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- H. Required Licenses: Service provider certifies that he holds all licenses required by the State of

Texas for a provider of the goods and/or services described by the Scope of Services herein.

I. Authority to Submit Proposal and Enter Contract: The person signing this contract certifies that the signer has authority to execute this contract on behalf of the service provider and to bind the service provider to this contract.

J. Compliance with Applicable Law: Service provider agrees that this contract will be subject to, and service provider will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

K. Insurance: The service provider, consistent with its status as an independent contractor, shall carry at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

- The automobile liability insurance must provide combined single limits of liability for bodily injury or death and property damage of not less than five hundred thousand dollars (\$500,000.00) per individual per occurrence, one million dollars (\$1,000,000.00) total per occurrence, and five hundred thousand dollars (\$500,000.00) for property damage and theft coverage on all vehicles removed or impounded. The automobile liability insurance must also meet the minimum requirements under the laws of the state.
- The garagekeeper's liability insurance or tow truck cargo insurance, whichever is maintained, must provide limits of liability for any one loss of not less than five hundred thousand dollars (\$500,000.00).

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein.

Insurance policies required herein shall be issued by a company or companies that have sound and adequate financial responsibility and the means to fulfill the purposes of this article and that are authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the Azle City Attorney for their adequacy as to form and content. Such policies of insurance shall require at least thirty days' written notice to the city of any cancellation or termination or of any material change in the terms of the insurance coverage. The insurance policies shall contain appropriate provisions to cover all wreckers and wrecker operators conducting business under the permit. Certificates or copies of new insurance policies shall be furnished to the City prior to the expiration date of any prior certification.

L. ***Indemnification: Service provider agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of service provider or any agent, employee, subcontractor, or supplier of service provider in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.***

The undersigned certifies that the proposal amounts contained in the Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for **90 days** following submittal.

Wrecker Service Company Information Sheet

Date: 9 / 5 / 2024

Wrecker Service Company Name: Wells Woods Wrecker LLC.

Certificate Number for Commercial Carrier Tow Truck: Wells 005868934C
Woods 00671403C

Certificate Number for Vehicle Storage Facility: Wells 0589999 VSF
Woods 0647141 VSF

Address: 109 Porter Dr. City/State/Zip: Azle TX 76020

Distance From City Limits of Azle: In the City

Business Phone: 817-444-1924 Wells Fax: Woods 817-444-3226

Email/Web Address: WellsWreckerService.com

Wrecker Service Owner: James + Deborah Burrows
(gigi)

Address: 101 Teeway Ct City/State/Zip: Azle, TX 76020

Phone: James 817-475-7634 Cell: Gigi 817-475-0268

Texas Driver's License Number: James 09448265 TX
Deborah 10336134 TX

Tow Trucks To Be Operated Under This Agreement:

License Plate: T9783L State: TX VIN: 2NPKHM6XXRM667762

License Plate: T077LJ State: TX VIN: 1FVACWDT1GHHM1814

License Plate: T43829 State: TX VIN: 19BE5C19X9F40026

License Plate: T10-03K State: TX VIN: 2NKHMM6XOLM406566

License Plate: T72-96K State: TX VIN: 2NP2HM6X3LM678612

License Plate: _____ State: _____ VIN: _____

License Plate: _____ State: _____ VIN: _____

License Plate: _____ State: _____ VIN: _____



Presenter: Rick White, Public Services Director

Agenda Item: Consider any action on awarding the Elevated Tank Rehabilitation Project
(Bid No. 2024-009)

Background and Explanation:

Earlier this year, Staff discovered a foundation issue with one of the legs of the 500,000-gallon elevated water storage tank adjacent to the Walmart parking lot. Staff discussed the possibility of replacing the tank or rehabilitating it with a couple of consultants. Staff opted to recommend tank rehabilitation and included it in the FY 2024-25 budget, in the Capital Projects Fund.

The Elevated Tank Rehabilitation Project includes performing a variety of rehabilitation projects on the existing multi-legged elevated tank, including repairing cracking and spalling on the foundations, replacing and/or adding exterior and interior ladders and safety climb devices, adding a roof handrail system, adjusting windage rods, electrically grounding the tank, and recoating the interior.

On September 12, 2024, twelve (12) bids were opened and read aloud for the Project with the low base bid of \$182,500 being turned in by N.G. Painting, LLC of Kerrville, Texas. However, N.G. Painting claimed an error in their bid and withdrew it from the award process. The second lowest bidder is O&J Coatings, Inc. of Hurst, TX with a base bid of \$270,000.

The bids have been reviewed by Jacob Martin LLC, the consulting engineer and they recommend awarding the bid to O&J Coatings (see attached recommendation letter and bid tabulation).

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends awarding the bid to O&J Coatings, Inc. of Hurst, TX for \$270,000.

Attachments:

1. JM Letter of Recommendation Azle-RW
2. Bid Tab - Azle - ET Rehab combined



INTEGRITY
EXCELLENCE
TRUST

September 30, 2024

Rick White, Director of Public Services
City of Azle
505 W. Main Street
Azle, Texas 76020

RE: Letter of Recommendation

Dear Mr. White:

On September 12, 2024 bids were opened for the Elevated Tank Rehabilitation project. This project included performing a variety of rehabilitation projects on an existing 0.5 MG multi-legged elevated tank including repairing cracking and spalling on the foundations, replacing and/or adding exterior and interior ladders and safety climb devices, adding a roof handrail system, adjusting windage rods, electrically grounding the tank, and recoating the interior and all associated ancillary work and appurtenances. Twelve bids were received with the low base bid of \$182,500.00 being turned in by N.G. Painting, LLC out of Kerrville, Texas. As you know, N.G. Painting claimed an error on the bid and withdrew. The second bidder was O&J Coatings, Inc. with a base bid of \$270,000.00.

We have performed a reference check for O&J Coatings, Inc. and see no reason not to award the contract. We recommend awarding the base bid to O&J Coatings, Inc. for the total contract amount of \$270,000.00.

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

Sincerely,

JACOB | MARTIN

Derek Turner, P.E.
Attachments – Bid Tabulation



3465 Curry Lane
Abilene, TX 79606
325.695.1070

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

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

Bid Tabulation

Engineer: Jacob & Martin, LLC
Weatherford, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				N.G. Painting, LLC		O&J Coatings, Inc.		AMR Industrial Coatings, Inc.		Maguire Iron, Inc.		Utility Service Co., Inc.		BRZ Coatings, Inc.	
				1225 Bandera Hwy #A2		1720 Cynthia Ln.		612 Donley Dr.		2001 E. Robur Dr.		535 Courtney Hodges Blvd.		123 Covington Rd.	
				Kerrville, TX 78028		Hurst, TX 76054		Euless, TX 76039		Sioux Falls, SD 57104		Perry, GA 31069		Searcy, AR 72143	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Repair foundations including excavating, cleaning, repairing and sealing per the Plans and Specifications	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,900.00	\$ 5,900.00	\$ 3,000.00	\$ 3,000.00
2	Replace exterior ladder with guardrails and standoffs at 10' intervals, anticlimb devicer, and cable type safety climb	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 11,200.00	\$ 11,200.00	\$ 7,000.00	\$ 7,000.00
3	Replace interior primary access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00	\$ 4,100.00	\$ 4,100.00	\$ 4,000.00	\$ 4,000.00
4	Install interior secondary access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00	\$ 4,100.00	\$ 4,100.00	\$ 4,000.00	\$ 4,000.00
5	Replace shell to knuckle roof access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,300.00	\$ 4,300.00	\$ 4,000.00	\$ 4,000.00
6	Install riser cone access ladder	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00	\$ 5,000.00	\$ 5,000.00
7	Install OSHA Compliant Handrail on Tank Roof	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 6,400.00	\$ 6,400.00	\$ 5,000.00	\$ 5,000.00
8	Adjust windage rods to manufacturer's recommendations	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 12,200.00	\$ 12,200.00	\$ 5,000.00	\$ 5,000.00
9	Recoat interior of tank, added appurtenances, and affected areas according to the Plans & Specifications	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 130,000.00	\$ 130,000.00	\$ 125,000.00	\$ 125,000.00	\$ 100,500.00	\$ 100,500.00	\$ 102,200.00	\$ 102,200.00	\$ 161,000.00	\$ 161,000.00
10	Tank Grounding (per the electrical plans and specifications)	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 50,000.00	\$ 50,000.00	\$ 58,000.00	\$ 58,000.00	\$ 72,000.00	\$ 72,000.00	\$ 99,000.00	\$ 99,000.00	\$ 60,000.00	\$ 60,000.00
11	Owner's Allowance (25% of Items 1-9)	1	LS	\$ 36,500.00	\$ 36,500.00	\$ 44,000.00	\$ 44,000.00	\$ 45,000.00	\$ 45,000.00	\$ 42,375.00	\$ 42,375.00	\$ 38,400.00	\$ 38,400.00	\$ 49,500.00	\$ 49,500.00
				TOTAL BASE BID (Items 1 - 11)		\$ 182,500.00		\$ 270,000.00		\$ 283,000.00		\$ 283,875.00		\$ 291,000.00	\$ 307,500.00

				N.G. Painting, LLC		O&J Coatings, Inc.		AMR Industrial Coatings, Inc.		Maguire Iron, Inc.		Utility Service Co., Inc.		BRZ Coatings, Inc.	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
D1	Deduct replace exterior ladder with guardrails and standoffs at 10' intervals, anticlimb devicer, and cable type safety climb	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 11,200.00	\$ 11,200.00	\$ 7,000.00	\$ 7,000.00
D2	Deduct replace interior primary access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00	\$ 4,100.00	\$ 4,100.00	\$ 4,000.00	\$ 4,000.00
D3	Deduct install interior secondary access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00	\$ 4,100.00	\$ 4,100.00	\$ 4,000.00	\$ 4,000.00
D4	Deduct replace shell to knuckle roof access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,300.00	\$ 4,300.00	\$ 4,000.00	\$ 4,000.00
D5	Deduct Install OSHA Compliant Handrail on Tank Roof	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 6,400.00	\$ 6,400.00	\$ 5,000.00	\$ 5,000.00
D6	Deduct Tank Grounding	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 50,000.00	\$ 50,000.00	\$ 58,000.00	\$ 58,000.00	\$ 72,000.00	\$ 72,000.00	\$ 99,000.00	\$ 99,000.00	\$ 60,000.00	\$ 60,000.00
				TOTAL DEDUCTIBLE ALTERNATE BID (ITEMS D1-D6)		\$ 68,000.00		\$ 88,000.00		\$ 88,000.00		\$ 134,500.00		\$ 129,100.00	\$ 84,000.00

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:															
				D&M Tank, LLC		O&A Classic Coatings and Paintings Corporation		Tankez Coatings, Inc.		Classic Protective Coatings, Inc.		Viking Painting, LLC		TMI Coatings, Inc.	
				6901 Mansfield Cardinal Rd.		441 Fieldwood Terrace		2221 Loving Ave.		N. 7670 State Road 25		10905 Harrison St.		3291 Terminal Dr.	
				Kennedale, TX 76060		Hurst, TX 76053		Fort Worth, TX 76164		Menomonie, WI 54751		La Vista, NE 68128		St. Paul, MN 55121	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Repair foundations including excavating, cleaning, repairing and sealing per the Plans and Specifications	1	LS	\$ 17,500.00	\$ 17,500.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00	\$ 14,500.00	\$ 14,500.00	\$ 16,000.00	\$ 16,000.00
2	Replace exterior ladder with guardrails and standoffs at 10' intervals, antilimb devicer, and cable type safety climb	1	LS	\$ 16,750.00	\$ 16,750.00	\$ 13,000.00	\$ 13,000.00	\$ 18,000.00	\$ 18,000.00	\$ 19,500.00	\$ 19,500.00	\$ 22,700.00	\$ 22,700.00	\$ 21,000.00	\$ 21,000.00
3	Replace interior primary access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 10,750.00	\$ 10,750.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,300.00	\$ 14,300.00	\$ 6,900.00	\$ 6,900.00	\$ 13,000.00	\$ 13,000.00
4	Install interior secondary access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 10,750.00	\$ 10,750.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,300.00	\$ 14,300.00	\$ 6,900.00	\$ 6,900.00	\$ 13,000.00	\$ 13,000.00
5	Replace shell to knuckle roof access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,000.00	\$ 7,000.00	\$ 7,900.00	\$ 7,900.00	\$ 8,400.00	\$ 8,400.00	\$ 14,000.00	\$ 14,000.00
6	Install riser cone access ladder	1	LS	\$ 5,200.00	\$ 5,200.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00
7	Install OSHA Compliant Handrail on Tank Roof	1	LS	\$ 14,500.00	\$ 14,500.00	\$ 9,500.00	\$ 9,500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,500.00	\$ 15,500.00	\$ 20,000.00	\$ 20,000.00	\$ 28,000.00	\$ 28,000.00
8	Adjust windage rods to manufacturer's recommendations	1	LS	\$ 5,750.00	\$ 5,750.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,100.00	\$ 3,100.00	\$ 6,000.00	\$ 6,000.00
9	Recoat interior of tank, added appurtenances, and affected areas according to the Plans & Specifications	1	LS	\$ 78,900.00	\$ 78,900.00	\$ 110,000.00	\$ 110,000.00	\$ 120,000.00	\$ 120,000.00	\$ 195,740.00	\$ 195,740.00	\$ 133,400.00	\$ 133,400.00	\$ 199,000.00	\$ 199,000.00
10	Tank Grounding (per the electrical plans and specifications)	1	LS	\$ 82,450.00	\$ 82,450.00	\$ 90,000.00	\$ 90,000.00	\$ 78,000.00	\$ 78,000.00	\$ 24,150.00	\$ 24,150.00	\$ 83,500.00	\$ 83,500.00	\$ 12,000.00	\$ 12,000.00
11	Owner's Allowance (25% of Items 1-9)	1	LS	\$ 63,762.00	\$ 63,762.00	\$ 64,500.00	\$ 64,500.00	\$ 68,000.00	\$ 68,000.00	\$ 69,760.00	\$ 69,760.00	\$ 75,350.00	\$ 75,350.00	\$ 82,500.00	\$ 82,500.00
TOTAL BASE BID (Items 1 - 11)					\$ 318,812.00		\$ 322,500.00		\$ 340,000.00		\$ 372,950.00		\$ 376,750.00		\$ 412,500.00

				D&M Tank, LLC		O&A Classic Coatings and Paintings Corporation		Tankez Coatings, Inc.		Classic Protective Coatings, Inc.		Viking Painting, LLC		TMI Coatings, Inc.	
				Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
				Total		Total		Total		Total		Total		Total	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
D1	Deduct replace exterior ladder with guardrails and standoffs at 10' intervals, antilimb devicer, and cable type safety climb	1	LS	\$ 16,750.00	\$ 16,750.00	\$ 13,000.00	\$ 13,000.00	\$ 18,000.00	\$ 18,000.00	\$ 19,500.00	\$ 19,500.00	\$ 19,200.00	\$ 19,200.00	\$ 20,000.00	\$ 20,000.00
D2	Deduct replace interior primary access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 10,750.00	\$ 10,750.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,300.00	\$ 14,300.00	\$ 5,865.00	\$ 5,865.00	\$ 12,000.00	\$ 12,000.00
D3	Deduct install interior secondary access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 10,750.00	\$ 10,750.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,300.00	\$ 14,300.00	\$ 5,865.00	\$ 5,865.00	\$ 12,000.00	\$ 12,000.00
D4	Deduct replace shell to knuckle roof access ladder with standoffs at 10' intervals and cable type safety climb	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,000.00	\$ 7,000.00	\$ 7,900.00	\$ 7,900.00	\$ 7,140.00	\$ 7,140.00	\$ 7,000.00	\$ 7,000.00
D5	Deduct Install OSHA Compliant Handrail on Tank Roof	1	LS	\$ 14,500.00	\$ 14,500.00	\$ 9,500.00	\$ 9,500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,500.00	\$ 15,500.00	\$ 17,000.00	\$ 17,000.00	\$ 27,000.00	\$ 27,000.00
D6	Deduct Tank Grounding	1	LS	\$ 82,450.00	\$ 82,450.00	\$ 90,000.00	\$ 90,000.00	\$ 78,000.00	\$ 78,000.00	\$ 24,150.00	\$ 24,150.00	\$ 83,500.00	\$ 83,500.00	\$ 12,000.00	\$ 12,000.00
TOTAL DEDUCTIBLE ALTERNATE BID (ITEMS D1-D6)					\$ 147,700.00		\$ 137,000.00		\$ 133,000.00		\$ 95,650.00		\$ 138,570.00		\$ 90,000.00



Presenter: Rick White, Public Services Director

Agenda Item: Consider any action on awarding the Walnut Creek Force Main Project (Bid No. 2024-010)

Background and Explanation:

The Walnut Creek Force Main Project provides for the installation of 4,530 linear feet of 8-inch PVC sewer force main line connecting to a line on Ivy Street and ending at the Ash Creek WWTP. The consulting engineer, Jacob Martin LLC, anticipates the Project's construction will cost \$973,000. This project is funded in the FY2024-25 budget, by the Capital Project Fund.

On September 19, 2024, fourteen (14) sealed bids were opened and read aloud for the Project. Stampede Utility Construction, LLC of Decatur, TX submitted the lowest responsible bid at \$597,014.25.

The bids have been reviewed by Jacob Martin LLC and they recommend awarding the bid to Stampede Utility Construction, LLC.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends the project be awarded to Stampede Utility Construction, LLC of Decatur, TX for \$597,014.25.

Attachments:

1. JM Letter of Recommendation



INTEGRITY
EXCELLENCE
TRUST

October 1, 2024

Rick White, Director of Public Services
City of Azle
505 W. Main Street
Azle, Texas 76020

RE: Letter of Recommendation

Dear Mr. White:

On September 19, 2024 at 3:00 PM bids were opened for the Walnut Creek Force Main project. This project includes installing approximately 4,530 linear feet of 8-inch PVC or HDPE sewer force main along with associated appurtenances. Fourteen bids were received with the low base bid of \$597,014.25 being turned in by Stampede Utility Construction, LLC out of Decatur, Texas.

We have performed a reference check for Stampede Utility Construction, LLC and see no reason not to award the contract. Based on our communication with the City, we recommend awarding the base bid to Stampede Utility Construction, LLC for the total contract amount of \$597,014.25.

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

Sincerely,

JACOB | MARTIN

Derek Turner, P.E.
Attachments – OPCC , Bid Tabulation



3465 Curry Lane
Abilene, TX 79606
325.695.1070

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

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

Bid Tabulation

Engineer: Jacob & Martin, LLC
Weatherford, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:													
				Stampede Utility Construction, LLC		Tellus Services, LLC		Atkins Bros. Equipment Co., Inc.		Champion Cleaning Specialists, Inc.		A&M Construction and Utilities, Inc.	
				2615 S. Hwy 287, Suite 500		4000 N. Big Spring St.		3516 Old Ft. Worth Rd.		8391 Blue Ash Rd.		4950 Grisham Dr.	
				Decatur, TX 76234		Midland, TX 79706		Midlothian, TX 76065		Cincinnati, OH 45236		Rowlett, TX 75088	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 28,429.25	\$ 28,429.25	\$ 25,840.00	\$ 25,840.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 33,000.00	\$ 33,000.00
2	8" Sewer Force Main SDR 26 PVC	4,530	LF	\$ 55.00	\$ 249,150.00	\$ 95.00	\$ 430,350.00	\$ 110.00	\$ 498,300.00	\$ 105.00	\$ 475,650.00	\$ 135.00	\$ 611,550.00
3	14" Bore & Encasement	75	LF	\$ 2,200.00	\$ 165,000.00	\$ 570.00	\$ 42,750.00	\$ 310.00	\$ 23,250.00	\$ 300.00	\$ 22,500.00	\$ 360.00	\$ 27,000.00
4	1" Combination Air Valve	2	EA	\$ 11,500.00	\$ 23,000.00	\$ 12,075.00	\$ 24,150.00	\$ 5,000.00	\$ 10,000.00	\$ 7,500.00	\$ 15,000.00	\$ 7,000.00	\$ 14,000.00
5	Existing Force Main Connection	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 4,000.00	\$ 8,000.00	\$ 6,000.00	\$ 12,000.00	\$ 7,500.00	\$ 15,000.00	\$ 3,800.00	\$ 7,600.00
6	Tracer Wire	4,530	EA	\$ 0.60	\$ 2,718.00	\$ 2.56	\$ 11,596.80	\$ 1.00	\$ 4,530.00	\$ 2.50	\$ 11,325.00	\$ 1.50	\$ 6,795.00
7	Owner Allowance (25% of Items 1-7)	1	LS	\$ 113,717.00	\$ 113,717.00	\$ 135,672.27	\$ 135,672.27	\$ 144,520.00	\$ 144,520.00	\$ 147,368.75	\$ 147,368.75	\$ 175,000.00	\$ 175,000.00
TOTAL BASE BID (Items 1 - 7)				\$ 597,014.25		\$ 678,359.07 *		\$ 722,600.00		\$ 736,843.75		\$ 874,945.00	

ADDITIVE ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	8" DR 11 HDPE Sewer Force Main in Lieu of 8" SDR 26 PVC	4,530	LF	\$ 61.00	\$ 276,330.00	\$ 97.50	\$ 441,675.00	\$ 125.00	\$ 566,250.00	\$ 95.00	\$ 430,350.00	\$ 145.00	\$ 656,850.00
TOTAL ADDITIVE ALTERNATE BID (ITEM A1)				\$ 276,330.00		\$ 441,675.00		\$ 566,250.00		\$ 430,350.00		\$ 656,850.00	

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:													
				Whitewater Construction, Inc.		Excel 4 Construction, LLC		Day Services, LLC		RW Jones Heavy Construction, LLC		Grod Construction, LLC	
				6632 Old Mexia Rd.		5733 Hart St.		1936 S. Hwy 121		3133 Ranger Hwy		889 E. Rock Island Ave.	
				Waco, TX 76705		Fort Worth, TX 76112		Cleburne, TX 76031		Weatherford, TX 76088		Boyd, TX 76023	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 18,000.00	\$ 18,000.00	\$ 32,725.00	\$ 32,725.00	\$ 42,800.00	\$ 42,800.00	\$ 122,000.00	\$ 122,000.00
2	8" Sewer Force Main SDR 26 PVC	4,530	LF	\$ 124.00	\$ 561,720.00	\$ 156.00	\$ 706,680.00	\$ 165.00	\$ 747,450.00	\$ 171.00	\$ 774,630.00	\$ 152.00	\$ 688,560.00
3	14" Bore & Encasement	75	LF	\$ 351.00	\$ 26,325.00	\$ 589.00	\$ 44,175.00	\$ 450.00	\$ 33,750.00	\$ 465.00	\$ 34,875.00	\$ 810.00	\$ 60,750.00
4	1" Combination Air Valve	2	EA	\$ 13,350.00	\$ 26,700.00	\$ 14,500.00	\$ 29,000.00	\$ 7,500.00	\$ 15,000.00	\$ 9,600.00	\$ 19,200.00	\$ 9,900.00	\$ 19,800.00
5	Existing Force Main Connection	2	EA	\$ 6,677.00	\$ 13,354.00	\$ 5,300.00	\$ 10,600.00	\$ 8,650.00	\$ 17,300.00	\$ 3,700.00	\$ 7,400.00	\$ 6,500.00	\$ 13,000.00
6	Tracer Wire	4,530	EA	\$ 1.00	\$ 4,530.00	\$ 0.45	\$ 2,038.50	\$ 0.50	\$ 2,265.00	\$ 4.00	\$ 18,120.00	\$ 1.00	\$ 4,530.00
7	Owner Allowance (25% of Items 1-7)	1	LS	\$ 179,407.25	\$ 179,407.25	\$ 200,000.00	\$ 200,000.00	\$ 212,122.00	\$ 212,122.00	\$ 224,256.25	\$ 224,256.25	\$ 227,160.00	\$ 227,160.00
TOTAL BASE BID (Items 1 - 7)				\$ 897,036.25		\$ 1,010,493.50		\$ 1,060,612.00		\$ 1,121,281.25		\$ 1,135,800.00	

ADDITIVE ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	8" DR 11 HDPE Sewer Force Main in Lieu of 8" SDR 26 PVC	4,530	LF	\$ 131.00	\$ 593,430.00	\$ 160.00	\$ 724,800.00	\$ 172.00	\$ 779,160.00	\$ 171.00	\$ 774,630.00	\$ 155.00	\$ 702,150.00
TOTAL ADDITIVE ALTERNATE BID (ITEM A1)				\$ 593,430.00		\$ 724,800.00		\$ 779,160.00		\$ 774,630.00		\$ 702,150.00	

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				TexasChile, Inc.		Wildstone Construction, LLC		Canary Construction, Inc.		Western Municipal Construction of Texas, LLC		**	** Not a Registered Planholder
				2605 River Slate Ct.		12850 Hwy 287		802 N. Kealy Ave., Suite 101		402 Gulf Ave.			
				Kingwood, TX 77345		Fort Worth, TX 76052		Lewisville, TX 75057		Justin, TX 76247			
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization, Bonds, and Insurance	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 47,574.00	\$ 47,574.00	\$ 50,000.00	\$ 50,000.00	\$ 272,147.92	\$ 272,147.92		
2	8" Sewer Force Main SDR 26 PVC	4,530	LF	\$ 216.00	\$ 978,480.00	\$ 215.50	\$ 976,215.00	\$ 260.00	\$ 1,177,800.00	\$ 295.68	\$ 1,339,430.40		
3	14" Bore & Encasement	75	LF	\$ 380.00	\$ 28,500.00	\$ 611.00	\$ 45,825.00	\$ 1,200.00	\$ 90,000.00	\$ 1,000.85	\$ 75,063.75		
4	1" Combination Air Valve	2	EA	\$ 11,500.00	\$ 23,000.00	\$ 7,687.00	\$ 15,374.00	\$ 12,000.00	\$ 24,000.00	\$ 7,371.91	\$ 14,743.82		
5	Existing Force Main Connection	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 5,688.00	\$ 11,376.00	\$ 8,700.00	\$ 17,400.00	\$ 8,012.01	\$ 16,024.02		
6	Tracer Wire	4,530	EA	\$ 1.00	\$ 4,530.00	\$ 1.00	\$ 4,530.00	\$ 2.00	\$ 9,060.00	\$ 0.30	\$ 1,359.00		
7	Owner Allowance (25% of Items 1-7)	1	LS	\$ 264,877.50	\$ 264,877.50	\$ 274,040.00	\$ 274,040.00	\$ 342,065.00	\$ 342,065.00	\$ 413,013.00	\$ 413,013.00		
TOTAL BASE BID (Items 1 - 7)					\$ 1,324,387.50		\$ 1,374,934.00		\$ 1,710,325.00		\$ 2,131,781.91		

ADDITIVE ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
A1	8" DR 11 HDPE Sewer Force Main in Lieu of 8" SDR 26 PVC	4,530	LF	\$ 215.00	\$ 973,950.00	\$ 325.00	\$ 1,472,250.00	\$ 360.00	\$ 1,630,800.00	\$ 302.17	\$ 1,368,830.10		
TOTAL ADDITIVE ALTERNATE BID (ITEM A1)				\$ 973,950.00		\$ 1,472,250.00		\$ 1,630,800.00		\$ 1,368,830.10			

(*) - Extension Error

OPINION OF PROBABLE COST

<u>CONSTRUCTION COSTS</u>			
1	8" CL 160 PVC Sewer Force Main	4,500 LF @ \$150.00 /LF	\$675,000
2	Valves	Lump Sum	\$30,000
3	Directional Bore	200 LF @ \$400.00 /LF	\$80,000
4	Erosion Control	Lump Sum	\$3,000
5	Misc Components	Lump Sum	\$30,000
6	Traffic Control	Lump Sum	\$25,000
7	Contingency		\$130,000
			\$973,000
<u>NON-CONSTRUCTION COSTS</u>			
	Engineering		\$82,000
	Surveying		\$50,000
	Materials Testing		\$15,000
	Construction Staking		\$20,000
TOTAL ESTIMATED PROJECT COSTS			\$1,140,000



Presenter: Martin Avila, Finance Director

Agenda Item: Consider any action on Resolution No. 2024-17 approving the Investment Policy.

Background and Explanation:

Chapter 2256 of the Texas Government Code, commonly known as the Public Funds Investment Act, requires that the governing body of an investing entity adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy and investment strategies regarding the investment of its funds and funds under its control. The law also required that the policy and strategies be reviewed and adopted by the governing body each year. The City Council last approved the City's Investment Policy on September 19, 2023.

The City's investment advisor, Valley View Consulting, L.L.C., and the Investment Committee (City Manager, Assistant City Manager, Finance Director, and Assistant Finance Director) have reviewed the policy. This year, the recommended changes included added language for the National Credit Union Share Insurance Fund (NCUSIF).

Board/Commission/Committee Recommendation:

On September 25, 2024, the Investment Committee discussed the proposed investment policy, and approved forwarding the updated policy to the City Council for their consideration.

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-17.

Attachments:

1. City Resolution 2024-17 Investment Policy

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, AMENDING, REVIEWING AND APPROVING THE WRITTEN INVESTMENT POLICY.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the “Public Funds Investment Act” requires the City to adopt an investment policy by rule, order, ordinance or resolution annually; and

WHEREAS, the Public Funds Investment Act requires the chief financial officer and investment officers of the City to attend investment training; and

WHEREAS, the chief financial officer, investment officers and any official participating in the investment process have attended an investment training course approved by the Investment Committee as provide in the Investment Policy; and

WHEREAS, the City of Azle Investment Policy also includes the Azle Crime Control & Prevention District and Azle Municipal Development District to allow for the prudent investment of funds, as authorized by the Azle City Council, the Azle Crime Control & Prevention District Board and Azle Municipal Development District Board; and

WHEREAS, the attached Investment Policy and incorporated revisions comply with the Public Funds Investment Act, as amended, and authorize the investment of funds in safe and prudent investments.

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

SECTION 1

The City of Azle has complied with the requirements of the of the Public Funds Investment Act and the Investment Policy, as amended, attached hereto as “Exhibit A” is hereby adopted as the Investment Policy of the City, effective October 15, 2024

SECTION 2

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED on October 15, 2024 by a vote of _____ ayes, _____ nays, and _____ abstentions at a regular meeting of the City Council of the City of Azle, Texas.

Alan Brundrett, Mayor

ATTEST:

Yael Hoffman, City Secretary

Exhibit A

**CITY OF AZLE, AZLE CRIME CONTROL & PREVENTION
DISTRICT, and AZLE MUNICIPAL DEVELOPMENT DISTRICT**

INVESTMENT POLICY

PURPOSE: To establish policies for the investment of funds of the City of Azle, the Azle Crime Control and Prevention District and the Azle Municipal Development District, collectively referred to as (the "CITY") that comply with Chapter 2256 of the Government Code ("Public Funds Investment Act", or "Act", or "PFIA") which requires each city to adopt a written investment policy regarding the investment of its funds and funds under its control.

POLICY: Scope

This Investment Policy applies to the investment activities of the CITY. All financial assets of the CITY, including the following fund-types, shall be administered in accordance with the provisions of these policies.

General Funds
Special Revenue Funds
Debt Service Funds
Capital Project Funds
Enterprise Funds
Internal Service Funds
Sinking Funds

Objectives:

The CITY shall manage and invest its cash with four objectives, listed in order of priority: safety, liquidity, public trust, and risk-appropriate yield. The safety of the principal invested will always remain the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law.

The CITY shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and optimum yield on short term investments of pooled idle cash.

1. Safety - The primary objective of the CITY's investment activity is the

preservation and safety of principal. Each investment transaction shall seek to first avoid capital losses, whether they arise from issuer defaults or erosion of market value.

2. Liquidity - The CITY's investment portfolio will remain sufficiently liquid to meet operating requirements. Liquidity shall be achieved by matching investment maturities with estimated cash flow requirements, maintaining liquid reserves and by investing in instruments with active secondary markets.
3. Public Trust – Investment Officers shall act responsibly as public trust custodians and shall avoid transactions which might impair public confidence in the CITY's ability to govern effectively.
4. Risk–Appropriate Yield – The investment portfolio shall be designed with the objective of attaining a risk-appropriate yield throughout budgetary and economic cycles, taking into account risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

Responsibility and Control

The City Council, Crime Control and Prevention District and Municipal Development District Boards of Directors shall designate the Assistant City Manager, Finance Director, and Assistant Finance Director as the Investment Officers. The Investment Officers shall establish procedures for the operation of the investment program consistent with this Investment Policy. The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Investment Officers.

The Investment Committee, consisting of the City Manager, Assistant City Manager, Finance Director, and Assistant Finance Director, shall meet at least quarterly to determine appropriate strategies and to monitor results. The Committee shall monitor the investment activities; assist in the development of investment policies, strategies, and procedures; and annually review and approve the CITY's broker/dealers and independent training sources.

In order to ensure the quality and capability of investment management, all Investment Committee members and Investment Officers shall attend investment training no less often than once every two years, aligned with the fiscal year end, and shall receive not less than 8 hours of total

instruction relating to investment responsibilities.

A newly appointed Investment Officer or Investment Committee member must attend investment training consisting of at least 10 hours of total instruction within twelve months of the date that he or she took office or assumed the Officer's duties.

The investment training shall be provided by an independent training source approved by the Investment Committee and comply with the investment training requirements of State law. The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolios, and compliance with State law.

The City Council and Boards of Directors shall annually review and adopt the Investment Policy and included investment strategies.

Prudence

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

The CITY recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's return and that an Investment Officer acting in accordance with this Policy, written procedures, and exercising prudence shall be relieved of personal responsibility for an individual investment's performance.

Ethics

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officers shall disclose to the City Council and the Boards of Directors any material financial interests in financial institutions that conduct business with the CITY and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Investment Officers shall subordinate their personal investment transactions to those of the CITY.

If an Investment Officer has a personal business relationship with an entity seeking to sell an investment to the CITY or is related within the second

degree by affinity or consanguinity, to an individual seeking to sell an investment to the CITY, the Investment Officer shall file a statement of disclosure with the City Council, the Boards of Directors, and the Texas Ethics Commission.

Reporting

Within a reasonable time of each quarter's end, the Investment Officers shall submit to the City Council, City Manager, and the Boards of Directors an investment report that contains the information required by State law. Said information shall include, but not be limited to:

1. Detailed description of the CITY's investment position,
2. Summary statement of each pooled fund group (if applicable),
3. Ending book and market value of each separately invested asset by fund and asset type,
4. Maturity date of each asset, and
5. Signatures of each Investment Officer attesting to the portfolio's compliance with the Investment Policy and State law.

The market value of the portfolio will be calculated, and investment credit ratings will be confirmed on a quarterly basis in compliance with the reporting requirements. In determining market value and credit ratings, sources independent of the investment provider will be pursued.

"Weighted average yield to maturity" shall be the standard on which investment performance is calculated.

The CITY shall, in conjunction with its annual financial audit, perform a compliance audit of management controls on investments and adherence to the CITY's Investment Policy, as well as formal review of the CITY's quarterly reports. The CITY's independent auditor shall report to the City Council and the Boards of Directors the results of this audit.

Investments

1. Authorized Investment Instruments – Financial assets of the CITY may be invested in:
 - a. Obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks; and other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by

the explicit full faith and credit of the United States;

- b. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) or their~~its~~ successors, b) is secured by obligations in a manner and amount provided by law for deposits of the CITY, or c) is placed through a depository institution or broker that has its main office or a branch office in Texas and meets the requirements of State law.
 - c. SEC registered, no load money market mutual funds that comply with the requirements of State law, that seek to maintain a stable \$1.0000 net asset value, and would be described as “government” portfolios;
 - d. Texas local government investment pools that seek to maintain a stable dollar net asset value, would be described as “government” portfolios, are specifically authorized by the City Council or applicable Board of Directors, and that comply with the requirements of State law;
 - e. Investment pools that provide fixed maturity, fixed yield investments, are specifically authorized by the City Council or applicable Board of Directors, and that comply with the requirements of State law; and
 - f. Repurchase agreements (direct security repurchase agreements) executed under the terms of a master repurchase agreement or similar agreement, collateralized by obligations of the United States or its agencies or instrumentalities and that comply with the requirements of State law.
2. Not Authorized - Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, or collateralized mortgage obligations with an inverse floating interest rate coupon or a maturity date of over 10 years are strictly prohibited.

With respect to authorized investments, this Policy is more restrictive than the Public Funds Investment Act.

3. **Maximum Investment Maturity** - The maximum maturity for each fund-type group is set forth in the investment strategies.

4. All security transactions shall be executed using the delivery versus payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the CITY's safekeeping agent. All securities shall be held in safekeeping at a third-party institution approved by the Investment Committee and evidenced by safekeeping receipts of the institution.
5. It is the policy of the CITY to provide a competitive environment for individual investment transactions, and financial institution, money market mutual fund, and local government investment pool selections.
6. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, the CITY is not required to liquidate investments that were authorized at the time of purchase.
7. Investment Officers may not purchase any investments from business organizations (defined by the State law as a local government investment pool or discretionary investment management firm) that have not delivered a written certification to the CITY as required by State law and that have not been authorized by the Investment Committee.
8. The Investment Officers will establish and maintain an internal control structure designed to ensure the assets of the CITY are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Avoidance of collusion,
- Separation of transactions authority from accounting and record keeping,
- Custodial safekeeping,
- Avoidance of physical delivery securities,
- Clear delegation of authority of subordinate staff members, and
- Written confirmation for transactions for investments and wire transfers.

Financial Institution Deposits

Primary depositories shall be selected through the CITY's banking services procurement process, which shall include a formal Request for Applications (RFA) issued in compliance with applicable State law. This contract can be extended as per the RFA specifications. In selecting depositories, the credit worthiness of institutions shall be considered, and the CITY shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

All depository deposits shall be insured or collateralized in compliance with applicable State law. The CITY reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as CITY depositories will be required to sign a depository agreement with the CITY. The collateralized deposit portion of the agreement shall define the CITY's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement must be executed by the Depository and the CITY contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the CITY; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

With the exception of deposits secured with irrevocable letters of credit at 100% of principal plus anticipated accrued interest, the market value of the investments securing the deposit of funds shall be at least equal to 102% of the amount of the deposits of funds plus accrued interest reduced to the extent that the deposits are insured by the ~~Federal Deposit Insurance Corporation (FDIC)~~ or NCUSIF. Securities pledged as collateral shall be held by an independent third-party approved by an Investment Officer and held in an account in the CITY's name as evidenced by pledge receipts. The custodial agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities.

STRATEGIES:

General

The CITY will work to understand the suitability of investments to the financial requirements of the CITY.

The CITY's basic investment strategy for all financial assets is to preserve principal. In order to achieve that objective, the CITY shall invest in instruments with limited credit risk and invest in maturities that do not exceed anticipated cash flow requirements.

The objective of liquidity stems from the need of the CITY to maintain available cash balances sufficient to cover financial outlays. Since the timing and amount of some financial disbursements are not predictable, fund-type strategies shall adjust for the certainty of projected cash flows.

The Investment Officer will ensure that marketability maintained in the fund-type portfolios is sufficient to reasonably assure that investments could be liquidated if cash needs occur prior to the maturity date of the investments.

It is also the policy of the CITY to diversify its investment portfolios. Whenever practical and appropriate, assets held in the investment portfolio shall be diversified to minimize the risk of loss resulting from one concentration of assets in a specific maturity, a specific issuer, or a specific class of investment.

CITY funds shall seek to achieve a competitive yield appropriate for each fund-type. A comparably structured treasury security portfolio shall represent the minimum yield objective. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax exempt debt proceeds shall be invested to maximize the interest earnings retained by the CITY, while at the same time, fully complying with all applicable State laws and federal regulations.

The CITY will group investment instruments into a number of "fund-type investment groups". These groups will reflect similar needs as to maturity limits, diversity, and liquidity.

All investment-specific restrictions shall be measured at the time of purchase and based on portfolio book value.

Fund-Types:

Short Term/Operating – Most of the CITY's functional accounts maintain fund balances to perform normal operations. Cash flow projections are

reasonably accurate, but occasional circumstances may create unpredicted requirements. To reduce market risk and assure liquidity, anticipated cash flows shall be matched with investment maturities. The dollar weighted average maturity of operating funds may not exceed nine months. The maximum maturity of an individual investment shall not exceed two years. To further offset the risk of unpredictable events and to anticipate market movements, additional fund balances shall be invested in short-term deposits, investment pools or money market mutual funds.

Capital Project Funds – Fund balances designated for capital projects may be scheduled for expenditure separate from the flow of operating funds. Bond proceeds (which may be subject to the arbitrage rebate regulations) are a main source of capital project funds. As with operating funds, a key strategy is to ensure that anticipated cash flows are matched with investment maturities. The maximum weighted average maturity of capital project funds shall not exceed two years. The maximum maturity of an individual investment shall not exceed three years. To further offset the risk of unpredictable events and to anticipate market movements, additional fund balances shall be invested in short-term deposits, investment pools or money market mutual funds.

Bond Proceeds subject to the arbitrage regulations may necessitate an altered investment strategy under some market conditions. Investment selection for these funds may be dependent on market conditions, cash flow needs, and State law and federal regulation compliance.

Debt Service Reserve Funds – These reserves are usually specifically defined in terms of amount and size. Bond document covenants may require that reserve balances be maintained with a third-party financial institution or paying agent. In such instances, the CITY may contract with such parties to operate in the capacity of an investment advisor. These relationships will be approved by the City Council in compliance with State law. The investment advisors will be confined to the particular instruments and parameters specified as appropriate for this type of fund and the applicable bond documents.

A primary investment strategy for debt service reserve funds is to provide emergency funds to meet debt service requirements. Since the investments may be subject to the arbitrage regulations, the secondary investment strategy is to attempt to maximize the amount of retained interest earnings. The maximum maturity of an individual investment shall not exceed the lesser of ten years, the call date of the bonds, the maturity date of the bonds, or any applicable restriction in the bond documents. In the unlikely event Debt Service Reserve Funds would be required to fund a debt service payment, only instruments with historical bid/offer price spreads of 10 basis points or less shall be considered for investment.

Debt Service Funds – These funds are specifically defined in terms of amount, size and cash flow need. Bond document covenants may require that these funds be maintained with a third-party financial institution or paying agent. In such instances, the CITY may contract with such parties to operate in the capacity of an investment advisor. These relationships will be approved by the City Council in compliance with State law. The investment advisors will be confined to the particular instruments and parameters specified as appropriate for this type of fund and the applicable bond documents.

The primary investment strategy for debt service funds is to match investment maturities with debt service payment requirements. The instruments need not have an active secondary market. The maximum maturity of an individual investment shall be the next unfunded debt service date.

Sinking Funds – These funds are usually defined in terms of amount, size and cash flow need. Sinking Fund document covenants may require that these funds be maintained with a third-party financial institution or paying agent. In such instances, the CITY may contract with such parties to operate in the capacity of an investment advisor. These relationships will be approved by the City Council in compliance with State law. The investment advisors will be confined to the particular instruments and parameters specified as appropriate for this type of fund and the applicable documents.

The primary investment strategy for sinking funds is to match investment maturities with payment requirements. The instruments need not have an active secondary market. The maximum maturity of an individual investment shall be the next unfunded payment date.



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action approving the annual appointments to the Boards and Commissions.

Background and Explanation:

The City Council considers annual appointments to the Boards and Commissions of members whose term will expire at the end of October. Staff has prepared a complete list of current board members and vacancies. The list references the board members and their desire as to reappointment (yellow), or discontinuing (blue), resigned (green). If there is a board member referenced without a color code, then no action is needed. Any position referenced as “open” needs to be filled.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Reappointmet list Oct. 2024
2. BCC Attendance 23-2024

ANIMAL CONTROL ADVISORY COMMITTEE

PLACE	NAME	TERM EXPIRES
Veterinarian	Dr. Michael Henley	2025
City Official	Alan Brundrett - Chair	2024
Animal Shelter Supervisor	Jessie Williams	2025
Animal Welfare	Jeanie Matheny	2024

AUDIT COMMITTEE

PLACE	NAME	TERM EXPIRES
1	Rouel Rothenberger	2024
2	Paul Crabtree	2024
3	Debbie Wheeler	2024
4	Tony Haas	2024
5	Randa Goode	2024

BEAUTIFICATION BOARD

2 years term

PLACE	NAME & HOME ADDRESS	TERM EXPIRES
1	Shadi Sutton 764 Hunter Drive	2025
2	Amy Estes	2024
3	Tiffany Nelson	2025
4	Randa Goode	2024
5	OPEN	2025
6	Alan Brundrett	2024
7	OPEN	

BUILDING BOARD OF APPEALS

PLACE	NAME	TERM EXPIRES
1	Robin Mosier - Chair	2025
2	James Carlson	2024
3	OPEN	2025
4	Roger Cokenour –Vice Chair	2024
5	Gary Sebastian	2025

LIBRARY BOARD

PLACE	NAME	TERM EXPIRES
1	Royal Ward	2025
2	Karen Propp	2024
3	Deborah D. Giegoldt - Chair	2025
4	Mary Tredennick	2024
5	Nancy Lee Stevens	2025
6	Lynda Scott (Scottie)	2024
7	Jan Ford	2025

MUNICIPAL DEVELOPMENT DISTRICT BOARD

PLACE	NAME	TERM EXPIRES
1-Council	Randa Goode /Council member	2025
2-Council	Amy Estes	2024
3	Bill Jones	2025
4	Brian Conner	2024
5	Jack Stevens	2025
6	Jack Reynolds	2024
7	Stacy Peek	2025

PARKS AND RECREATION BOARD

PLACE	NAME	TERM EXPIRES
1	Steven Joy	2025
2	John Ward	2024
3	Roy Carnes	2025
4	Susan Stuart	2024
5	Phillip Stumph	2025
6	Debbie Summarell	2024
7	Chase Barnett	2025

PLANNING AND ZONING COMMISSION

PLACE	NAME	TERM EXPIRES
1	Jared Arneson	2025
2	Ricky Simmons	2024
3	Laurel Mosier	2025
4	Leonard Wheeler - Chair	2024
5	Cynthia Barrios	2025
6	Curt Lampkin	2024
7	James Carlson	2025
8-Alternate	OPEN	2024
9-Alternate	OPEN	2025
Ad Hoc Member	OPEN	No term limit

SPECIAL EVENTS ADVISORY BOARD

PLACE	NAME	TERM EXPIRES
1	Martin Feminella	2025
2 – Business Owner / Employee / Resident	Marsha Hardin - Chair	2024
3	Jim Stevens	2025
4	Tina Fotheringham	2024
5	Toby Palitti	2025
6	Tim Bevan	2024
7 – Business Owner / Employee / Resident	Joseph McCreary	2025

ZONING BOARD OF ADJUSTMENT

PLACE	NAME	TERM EXPIRES
1	Leonard Wheeler	2025
2	Jim Carlson	2024
3	Robert Schocke	2025
4	Jared Arneson	2024
5	Pennie Nichols - Chair	2025
6-Alternate	Ricky Simmons	2024
7-Alternate	OPEN	
8-Alternate	OPEN	2024
9-Alternate	OPEN	2025

City Council

Place	Name	Date	10/17/2023	10/30/2023 Special Mtg	11/7/2023	12/5/2023	12/19/2023	1/23/2024	2/6/2024	2/20/2024	3/4/2024	3/19/2023	4/2/2024	4/16/2024	5/7/2024
Mayor	Alan Brundrett		Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
1	Derrick Nelson		Present	Present	Present	Present	Absent	Present	Present	Present	Present	Present	Present	Present	Absent
2	Amy Estes		Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
3	Stacy Peek		Present	Present	Absent	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
4	Randa Goode		Present	Present	Present	Absent	Absent	Present	Present	Present	Present	Present	Present	Present	Present
5	R. Rothenberger		Present	Present	Absent	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
6	Brian Conner		Present	Absent	Present	Present	Present	Present	Absent	Present	Present	Present	Present	Present	Present

Place	Name	Date	5/21/2024	6/4/2024	6/18/2024	7/16/2024	8/13/2024	8/19/2024	Special Mtg 8/26/2024	9/3/2024	9/17/2024
Mayor	Alan Brundrett		Present	Present	Present	Present	Present	Present	Present	Present	Present
1	Derrick Nelson		Present	Present	Present	Present	Present	Present	Present	Present	Present
2	Amy Estes		Present	Present	Absent	Present	Present	Present	Present	Present	Present
3	Stacy Peek		Present	Present	Present	Present	Present	Present	Absent	Present	Present
4	Randa Goode		Present	Present	Present	Present	Present	Present	Present	Present	Present
5	R. Rothenberger		Present	Present	Present	Present	Present	Present	Present	Present	Present
6	Brian Conner		Present	Present	Present	Present	Present	Present	Present	Present	Present

Animal Control

Place	Name	Date	5/1/2024				
1	Dr. Henley		Present				
2	Alan Brundrett		Present				
3	Jessie Williams		Present				
4	Jeanie Matheny		Absent				

Building Board of Appeals

This was the first meeting since 1/24/2019

Place	Name	Date			
1	Robin Mosier	7/25/2024			
2	James Carlson	Present			
3	Vacant	Vacant			
4	Roger Cokenour	Present			
5	Gary Sebastian	Present			

Library Board

Place	Name	Date	10/1/2023	11/14/2023	12/12/2024	1/9/2024	2/13/2024	3/12/2024	4/11/2023	4/14/2024	6/13/2023	7/11/2023	8/13/2024	9/10/2024
1	Royal Ward		Present	Present		Present	Present	Present		Present			Present	Absent
2	Karen Propp		Present	Present		Present	Present	Present		Present			Present	Present
3	Deborah Giegoldt		Present	Present		Present	Present	Present		Present			Present	Present
4	Mary Tredennick		Present	Present		Present	Present	Present		Present			Present	Present
5	Nancy Lee Stephens		Present	Present		Absent	Present	Present		Present			Absent	Present
6	Lynda Scott		Present	Present		Absent	Present	Present		Present			Present	Present
7	Jan Ford		Present	Present		Absent	Absent	Present		Present			Present	Present

Municipal Development District

Place	Name	Date	10/10/2023	11/14/2023	12/12/2023	1/9/2024	2/13/2024	3/12/2024	4/9/2024	5/14/2024	6/11/2024 (Due to lack of quorum)	6/25/2024	7/23/2024	8/13/2024	9/10/2024
1	Randa Goode		Present			Present			Present			Present	Present		
2	Amy Estes appointed 11/22		Absent			Present			Present			Present	Present		
3	Bill Jones		Absent			Present			Present			Present	Present		
4	Brian Conner appointed 11/22		Present			Present			Present			Present	Present		
5	Jack Stevens		Present			Present			Present			Absent	Present		
6	Jack Reynolds appointed 11/22		Present			Present			Present			Absent	Present		
7	Stacy Peek		Present			Absent			Present			Present	Absent		

Parks and Recreation Board

	Date												
Place	Name	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.
1	Steven Joy						Present	Present	Present	Present			
2	John Ward						Present	Present	Present	Present			
3	Roy Carnes						Present	Present	Present	Present			
4	Susan Stuart						Present	Present	Present	Present			
5	Phillip Stumph						Present	Present	Present	Absent			
6	Debbie Summarell						Present	Absent	Present	Present			
7	Chase Barnett						Present	Present	Present	Absent			

Planning and Zoning Commission

Place	Name	10/5/2023	10/19/2023	11/2/2023	11/16/2023	12/7/2023	12/21/2023	1/4/2024	1/18/2024	2/1/2024	2/15/2024	3/7/2024	3/21/2024
1	Jared Arneson	Absent							Present		Present		Absent
2	Rick Simmons	Present							Present		Present		Present
3	Laurel Mosier	Present	did	did	did	did	did	did	Present	did	Present	did	Present
4	Leonard Wheeler	Present	not	not	not	not	not	not	Absent	not	Present	not	Present
5	Cynthia Barrios	Present	meet	meet	meet	meet	meet	meet	Absent	meet	Present	meet	Present
6	Curt Lampkin	Present							Present		Present		Present
7	Jim Carlson	Absent							Absent		Present		Absent
8	Open												
9	Open												

Place	Name	4/4/2024	4/18/2024	5/2/2024	5/16/2024	6/6/2024	6/20/2024	7/4/2024	7/18/2024	8/1/2024	8/15/2024	9/5/2024	9/19/2024
1	Jared Arneson						Absent		Present		Absent		Present
2	Rick Simmons						Present		Absent		Absent		Present
3	Laurel Mosier	did	did	did	did	did	Present	did	Absent	did	Present	did	Present
4	Leonard Wheeler	not	not	not	not	not	Present	not	Present	not	Present	not	Present
5	Cynthia Barrios	meet	meet	meet	meet	meet	Present	meet	Present	meet	Present	meet	Absent
6	Curt Lampkin						Present		Present		Present		Present
7	Jim Carlson						Present		Present		Present		Absent
8	Open												
9	Open												

Special Event Advisory Board

		Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.
Place	Name												
1	Martin Feminella					Present	Present	Present				Present	Present
2	Marsha Hardin					Present	Present	Present				Present	Present
3	Jim Stevens					Present	Absent	Present				Present	Present
4	Tina Fotheringham					Present	Present	Present				Absent	Absent
5	Toby Paliti					Present	Present	Present				Present	Present
6	Tim Bevan					Present	Absent	Present				Present	Absent
7	Joseph McCreary					Present	Absent	Present				Present	Present

Zoning Board of Adjustment

Place	Name	11/14/2023	1/29/2024	7/29/2024			
1	Leonard Wheeler	Present	Absent	Absent			
2	James Carlson	Present	Present	Present			
3	Robert Schocke	Absent	Present	Present			
4	Jared Arneson	Present	Present	Present			
5	Pennie Nichols	Present	Absent	Present			
6	Rick Simmons-alt	Present	Present	Present			
7	Open						
8	Open						
9	Open						



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Conduct a public hearing and consider any action on Ordinance No. 2024-23 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 an amendment to the Permitted Use Schedule to allow Tattoo Parlors in the Central Business District (CBD) by Specific Use Permit (SUP).

Background and Explanation:

At the City Council meeting on September 3, 2024, there was a discussion about a possible business venture consisting of a tattoo parlor and art studio to be located within the Azle Downtown area. The purpose of this agenda item is to amend the Permitted Use Schedule to allow Tattoo Parlors in the Central Business District (CBD) by a Specific Use Permit (SUP). Specific Use Permits require a public hearing and approval by the P & Z Commission and City Council before opening that type of business and can be considered on a case-by-case basis.

Current Text Language:

Zoning Ordinance - Section 4.10 - Permitted Use Schedule

Service Uses	O	CBD	INS	C	HC	IND
Tattoo parlor				S	S	S

S = Specific Use Permit

Proposed Text Amendment:

At the Sept. 3, 2024 meeting, City Council directed staff to proceed with this specific change to the Permitted Use Schedule. Below is an updated use chart which includes the Council's recommended changes in red text. The recent updated Permitted Use Schedule (Ord. No. 2024-11) is attached to the end of this staff report.

Service Uses	O	CBD	INS	C	HC	IND
Tattoo parlor		S		S	S	S

S = Specific Use Permit

Board/Commission/Committee Recommendation:

At the October 3, 2024 Planning and Zoning Commission meeting, the P & Z Commission conducted a public hearing and made a recommendation to approve the proposed amendments to the Zoning Ordinance pertaining to the Permitted Use Schedule. The motion carried by a vote of 4-2 (Noes - Commissioners Arneson and Carlson; Barrios was absent).

Staff Recommendation:

Staff forwards this proposed code amendment for City Council consideration.

Attachments:

1. Ordinance No. 2024-23
2. ORD - 2024-11 - City Council Signed

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING SECTION 4, "ZONING DISTRICT REGULATIONS" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, TO AMEND THE PERMITTED USE SCHEDULE PERTAINING TO TATTOO PARLORS IN THE CENTRAL BUSINESS DISTRICT (CBD); 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 October 3, 2024, and the City Council of the City of Azle, Texas held a public hearing on October 15, 2024, with respect to the zoning ordinance 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 4, "Zoning District Regulations" of Exhibit A, "Zoning Ordinance" of Chapter 14, "Zoning" shall be amended to amend subsection 4.10 to read as follows:

Zoning Ordinance - Section 4.10 - Permitted Use Schedule

Service Uses	O	CBD	INS	C	HC	IND
Tattoo parlor		S		S	S	S

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This ordinance shall be in full force and effect from and after its passage as provided by law, and it is so ordained.

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on October 15, 2024.

Mayor, Alan Brundrett

ATTEST:

Yael Hoffman, City Secretary

APPROVED AS TO FORM:

Andrea Russell, City Attorney

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING SECTION 3, "DEFINITIONS" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING"; AND AMENDING SECTION 4, "ZONING DISTRICT REGULATIONS" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, TO ADD NEW DEFINITIONS AND AMEND THE PERMITTED USE SCHEDULE; 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 March 21, 2024, and the City Council of the City of Azle, Texas held a public hearing on April 2, 2024, with respect to the zoning ordinance and subdivision changes described herein; and

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

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

SECTION 1.

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

SMOKE SHOP AND TOBACCO STORE: Any retail establishment that is dedicated, in whole or in part, to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, tobacco paraphernalia, electronic vaping devices or other similar substances; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only.

SECTION 2.

Section 4, "Zoning District Regulations" of Exhibit A, "Zoning Ordinance" of Chapter 14, "Zoning" shall be amended to amend subsection 4.10 to read as follows:

Zoning Ordinance - Section 4.10 - Permitted Use Schedule

Commercial Uses	O	CBD	INS	C	HC	IND
Auto and RV sales					S	S
Bar		S		S	S	S
Bed and breakfast		S				
Broadcasting or production studio				P	P	P
Car wash				S	S	S
Commercial parking lots	S	S	S	S	S	S
Equestrian facilities						
Equipment rental						S
Food Truck Park	S	S	P	S	S	S
Free standing emergency medical care facility/urgent care	L10	L10	L10	L10	L10	L10
Hotel /motel	S	S	S	S	S	P
Indoor recreation		P	P	P	P	P
Laundry facilities				S	S	P
Major event entertainment				S	S	S
Medical laboratories	P	P	P	P	P	P
Movie theaters				P	P	P
Outdoor recreation				P	P	P
Private club		S		S	S	S
Professional services and offices	P	P	P	P	P	P

Quick vehicle servicing		S		P	P	P
Restaurant	P	P	P	P	P	P
Retail sales and service	S	P	P	P	P	P
RV camp ground/park				S	S	
Scientific research	P	P		P	P	P
Sexually oriented business						S
Smoke Shop and Tobacco Store					S	S
Temporary construction office	L8	L8	L8	L8	L8	L8
Vehicle repair					S	P
Industrial Uses	O	CBD	INS	C	HC	IND
Bakeries		P		P	P	P
Construction equipment sales/storage						P
Distribution center				S	S	S
Feed lots						
Food processing						S
Gas wells/oil wells	S	S	S	S	S	S
Junk yards and auto wrecking						S
Kennels				S, L9	S, L9	S, L9
Manufacturing, light		S, L7		S, L7	S, L7	
Manufacturing, heavy					S, L7	S, L7
Manufacturing of non-odoriferous foods						P
Motor freight terminal						S
Printing/publishing		P			P	P
Radio, tv or cellular towers	S	S	S	S	S	S
Recycling business					S	S
Sanitary landfills, commercial incinerators, transfer stations						S

Self-service storage					S	S
Temporary concrete batch plant	P	P	P	P	P	P
Veterinary clinics				P	P	P
Wholesale sales				S	P	P
Wholesale nurseries						
Wholesale storage and distribution					S	S
Wrecker services and impound lots	S	S	S	S	S	S
Service Uses	O	CBD	INS	C	HC	IND
Barber, beauty & nail salon	P	P		P	P	P
Dance studio	P	P		P	P	P
Fitness facility	P	P	P	P	P	P
Health studio	P	P	P	P	P	P
Tattoo parlor				S	S	S
Tanning Salon		P		P	P	P

P - Permitted Use

L5 - Building mounted wind generators may not extend higher than ten(10) feet above where the wind generator is mounted on the building.

The height shall be measured from the base of the wind generator where it is mounted on the building to the highest point of the arc of the blades' elevation. If the wind generator does not use blades, then height is measured from the base of the wind generator where it is mounted on the

S Specific Use Permit Required

L6 - Lots where the proposed wind generator s will be located shall have a minimum lot area of two (2) acres.

A maximum of one (1) wind generator is permitted by right.

L Permitted Use with designated limitations

L7 - No outside storage of materials is allowed. No measurable increase in ambient sound shall be detectable at the property line.

L1 - Live are stock permitted in accordance with Chapter 2 of the City of Azle Code of Ordinances

L8 Temporary Construction Office may be erected 30 days prior to construction activities and shall be removed within 10 days of completion of construction activity[.]

L2- HUD- Code manufactur ed homes

L3 Accessory structures directly related to an agriculture function are allowed without a primary structure on platted land greater than 5 acres.

L4 Accessory Dwelling shall not exceed the total square footage of the primary use, including all ancillary uses. Accessory Dwelling are only allowed on properties with frontage on and addressed from Main Street. Accessory

building to the highest point of the <u>wind</u> generator.	Wind generator s shall be located	Dwellings
L10 - A minimum separation of 300' shall be maintained to any adjacent residential use[.]	minimum of 150 feet from the property lines. Multiple wind generators are permitted only with approval of a SUP. The maximum height of a wind generators shall not exceed the maximum height of a structure per the zoning district without an SUP[.]	must be attached to the structure housing the primary use. Only 1 Accessory Dwelling is allowed per platted lot[.]
		L9 - A minimum separation of 500' from any outdoor kennel or run shall be maintained to any adjacent residential use.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

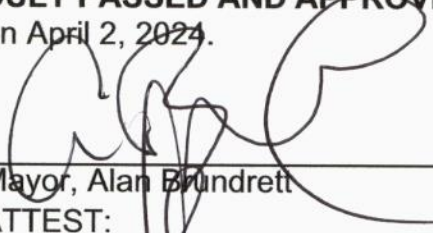
All rights and remedies of the City of Azle are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Azle, Texas, as amended, which have accrued at the time of the effective date of this ordinance; and, as such accrued violations and all pending litigation,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

SECTION 7.

This ordinance shall be in full force and effect from and after its passage as provided by law, and it is so ordained.

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED by the City Council of the City of Azle, Texas, on April 2, 2024.



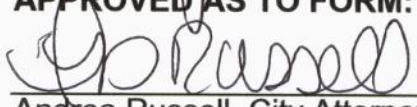
Mayor, Alan Brundrett

ATTEST:



Yael Forgey, City Secretary

APPROVED AS TO FORM:



Andrea Russell, City Attorney