



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

December 3, 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

Amy Collins, Missions Coordinator for Son Shine Ministries

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

PRESENTATIONS

1. "Every Drop Counts" Poster Contest Winner Presentation
Amber Watson - Utility Billing Manager

ACTION ITEMS

2. Consider and take action on the November 19, 2024 regular council meeting minutes.
Yael Hoffman, City Secretary
3. Consider a variance request to Section 3.10.004 (a) (1) (A) (i and ii) of the City of Azle Code of Ordinances to allow for an 8' tall solid wood fence to exceed the maximum allowed height of 4' and maximum allowed 50% open. The subject property is located at 127 Brookshire Avenue, which is located on the south side of Brookshire Ave. approximately 800 feet west of Southeast Parkway.
David Hawkins, Director of Planning and Development
4. Consider any action regarding an Encroachment Agreement between the City of Azle and Asvalo Real Estate to allow private infrastructure within the street rights-of-way of Sandy Beach Road.
David Hawkins, Director of Planning and Development
5. Consider any action on Resolution No. 2024-20 regarding support of tax credit for the Azle Oaks Apartments Rehabilitation.
David Hawkins, Director of Planning and Development

6. Consider any action authorizing the City Manager to execute an interlocal agreement with the Tarrant County Emergency Services District No. 1 (TCESD 1) for Fire/EMS services.
Thomas Scott, Fire Chief
7. Consider any action on Resolution No. 2024-21 casting votes for candidates for the Tarrant Appraisal District Board of Directors.
Tom Muir, City Manager
8. Consider any action on Resolution No. 2024-22 casting votes for the candidates for the Parker County Appraisal District Board of Directors.
Tom Muir, City Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 11-27-2024, 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: Amber Watson - Utility Billing Manager

Agenda Item: "Every Drop Counts" Poster Contest Winner Presentation

Background and Explanation:

The Utility Billing Department held its first "Every Drop Counts" poster contest to help spread awareness about the importance of water conservation. Staff was pleased to receive over one hundred (100) entries. Thirteen (13) winners were selected for inclusion in a 2025 calendar that will be made available to the public for purchase. The winners are as follows:

Grades Kindergarten - 2nd

1st Place - Wyatt Rose

2nd Place - Laylah Sangsland

3rd Place - Adelaide Scott

Grades 3rd - 4th

1st Place - Shailyn Parks

2nd Place - Brailee Johnston

3rd Place - Kesleigh Carter

Grades 5th - 6th

1st Place - Mayranny Mata

2nd Place - Charli Winters

3rd Place - Kinsley Lamb

Grades 7th - 8th

1st Place - Eden Ray

2nd Place - Denisse Chavez Castillo

3rd Place - Isis Jones

Overall Winner and Cover of the Calendar - Alexandra Gilman

Prizes were donated from area businesses including Chick-fil-A, Nothing Bundt Cakes, Urban Assault Battle Arena, Tarrant Regional Water District, and the City of Azle's Economic Development and Utility Billing Departments.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider and take action on the November 19, 2024 regular council meeting minutes.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Minutes



MINUTES

Regular Meeting

Azle City Council

505 W. Main Street
Azle, Texas 76020

November 19, 2024

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:03 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:

Lawrence Bryant	Assistant City Manager
Yael Hoffman	City Secretary
Susie Hiles	Assistant to the City Manager
David Hawkins	Director of Planning and Development
Rick White	Director of Public Services
Jessie Williams	Animal Control Supervisor
Felicia King	Court Administrator
Karstin Courtney	Court Clerk
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Melvin Wilson	Fire Marshal
Ben Hall	Police Chief

INVOCATION

Dr. Larry Lormand, Minister of Education & Administration, Ash Creek Baptist Church, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

None.

PROCLAMATIONS

- Proclamations:**
Municipal Court Week

Animal Shelter Week

Mayor Brundrett read and presented proclamations to the Municipal Court and Animal Shelter Staff/Volunteers.

PRESENTATIONS

2. Municipal Court Week Coloring Contest.

Mayor Brundrett recognized the runner-ups and winners of the Municipal Court Week Coloring Contest.

3. Honor and recognize employees who have dedicated 25 years of service to the City.

Mayor Brundrett recognized the following employees for reaching their 25-year anniversaries with the City of Azle. He expressed his gratitude for their long-term service and dedication to the community.

Susie Hiles

Cliff Porch

John Behm

4. Department Annual Report - Fire Department.

Mayor Brundrett recognized Fire Chief Will Scott, who gave an overview of the Fire Department's activities and accomplishments for the past year.

ACTION ITEMS

5. Consider any action on minutes for the Regular City Council Meeting held on October 15, 2024, the Joint Meeting with the Planning and Zoning Commission held on October 29, 2024, and the Special Meeting held on November 11, 2024.

Councilmember Rothenberger moved to approve the minutes for the Regular City Council Meeting held on October 15, 2024, the Joint Meeting with the Planning and Zoning Commission held on October 29, 2024, and the Special Meeting held on November 11, 2024, as presented. Councilmember Estes seconded the motion.

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

6. Consider any action on the appointment of David "Mickey" Clark to the Parks Board, Place 4.

Mayor Brundrett introduced Mr. Clark, who shared his reasons for wanting to serve on the Parks Board. Mayor Brundrett thanked him for his interest and willingness to contribute to the community.

Councilmember Rothenberger moved to approve the appointment of David "Mickey" Clark to the Parks Board, Place 4. Councilmember Nelson seconded the motion.

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

7. Consider any action on Resolution No. 2024-19 adopting the Covered Applications and Prohibited Technology Policy.

Mayor Brundrett recognized Assistant City Manager Lawrence Bryant, who explained that in 2023, the Texas Legislature passed Senate Bill 1893, prohibiting the use of TikTok and certain other social media platforms on government-owned or leased devices. He noted this resolution is intended to ensure compliance with the legislation.

Councilmember Rouel Rothenberger moved to approve Resolution No. 2024-19 adopting the Covered

Applications and Prohibited Technology Policy, as presented. Councilmember Stacy Peek seconded the motion.

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

PUBLIC HEARING

8. Conduct a public hearing and consider any action on Ordinance No. 2024-25 regarding text amendments to Chapter 14 "Zoning Ordinance" of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding regulations for Wineries.

Mayor Brundrett recognized Director of Planning and Development David Hawkins, who reminded the Council that on October 15, 2024, there was a discussion about the possibility of a winery being located in the downtown area. At that time, Mr. Hawkins explained the purpose of this ordinance is to define the business type "winery" and to amend the Permitted Use Schedule to specify the districts in which a winery would be permitted by a Specific Use Permit (SUP). Currently, the City's ordinance does not address this type of use.

Mayor Brundrett opened the public hearing at 6:47 PM.

Mayor Brundrett closed the public hearing at: 6:47 PM.

Councilmember Rothenberger moved to approve Ordinance No. 2024-25 regarding text amendments to Chapter 14 "Zoning Ordinance" of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding regulations for wineries, as presented. Mayor Pro Tem Goode seconded the motion.

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

DISCUSSION ITEMS

9. Encroachment Agreement between the City of Azle and Asvalo Real Estate to allow private infrastructure within the street rights-of-way of Sandy Beach Road.

Mayor Brundrett recognized Director of Planning and Development David Hawkins, who explained the purpose of this discussion is to consider entering into an encroachment agreement with a multi-family developer. The agreement would allow the developer to construct a private sanitary sewer service line within the street right-of-way along Sandy Beach Road, connecting to an existing sewer line east of Hoover Elementary School. Mr Hawkins noted the agreement will be presented to Council for approval at the next meeting.

10. City Manager Updates

Mayor Pro-Tem Goode requested updates on the following items;

Parking Lot Ordinance: Staff distributed flyers to local businesses to ensure awareness of the ordinance and its associated fines during the 60-day grace period. November 1, 2024 is the start date for the official enforcement of the new parking lot ordinance. Currently, there are five open cases related to this ordinance.

Main Street: Assistant City Manager Bryant provided an update, informing the Council that communication with TxDOT regarding the City taking responsibility for Main Street is ongoing. Further updates will be shared with the Council as they become available.

Donation Boxes: The Council requested an amendment to the ordinance regulating donation boxes, specifically addressing the issue of repeat violators.

No Littering Signs: The Council requested the installation of "friendly" message signs instead of "enforcement" signs around the city to promote keeping Azle beautiful.

Zoning: Updates on zoning matters were briefly discussed. Council directed Staff to proceed with a code amendment to require commercial buildings to front a public street.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

NONE.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- 11-22-2024 - Staff Thanksgiving Lunch in the Community Room - starts at 11:30 AM.
- 11-18-2024 - 1-10-2025 - Cease the Grease Holiday Grease Roundup campaign. During the holidays, a special cooking grease container is located at the City Garage so residents can dispose of their cooking grease responsibly.
- 11-30-2024 - Farmers "Holiday" Market
- 12-7-2024 - Annual Azle Area Chamber "Christmas on Main Street"

ADJOURNMENT

Mayor Brundrett adjourned at 7:35 PM.

Presented and approved on 12-03-2024

Alan Brundrett, Mayor

Attest:

Yael Hoffman, TRMC, CMC
City Secretary



Presenter:	David Hawkins, Director of Planning and Development
Agenda Item:	Consider a variance request to Section 3.10.004 (a) (1) (A) (i and ii) of the City of Azle Code of Ordinances to allow for an 8' tall solid wood fence to exceed the maximum allowed height of 4' and maximum allowed 50% open. The subject property is located at 127 Brookshire Avenue, which is located on the south side of Brookshire Ave. approximately 800 feet west of Southeast Parkway.

Background and Explanation:

The owner of 127 Brookshire Ave. is requesting a variance to Section 3.10.004 (a) (1) (A) (i and ii) that allows for a 4' tall fence that is 50% open to be installed to the front property line by right. This section states:

"Restrictions and requirements for a fence, wall and barrier are as follows:

(1) Fences in front yard. No fence, wall or barrier may be built within the required front yard as established by the zoning regulations of the city except as follows:

(A) Required setbacks on residential lots. A fence may be erected in the front yard, as established by the zoning regulations of the city, of a residential lot only if the following criteria are met:

(i) The fence shall not exceed four (4) feet in height above the adjacent grade;"

The purpose of this section was to allow for the construction of a picket-style fence within the required front yard provided the fence was no more than four (4) feet tall and was a minimum of 50% open. This type of fence would not obstruct any views of adjacent properties up or down the street.

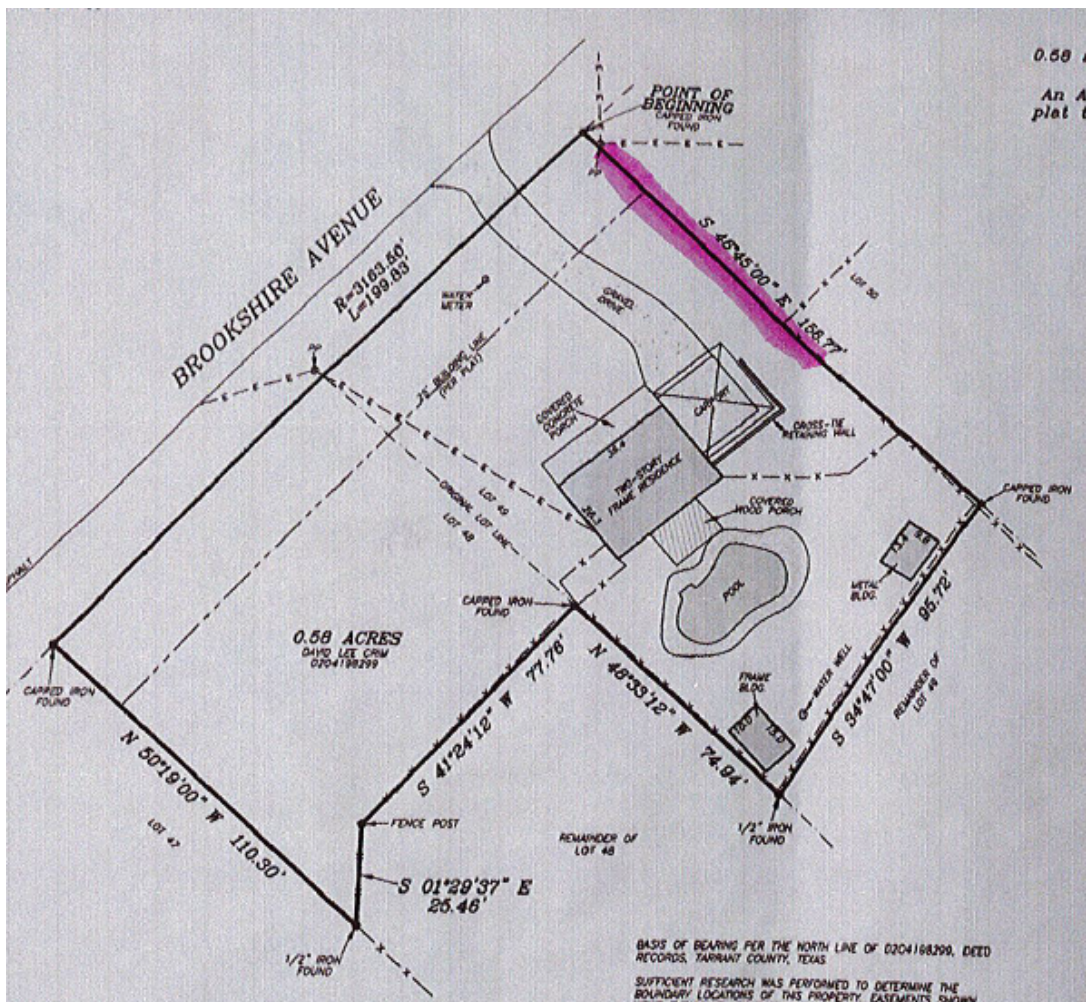
The applicant is requesting that a variance be granted to allow up to an eight (8) foot tall solid wood privacy fence within the front yard that would run along the east property from the house to the front property line. The new fence would begin at 8 feet in height and then taper down to 4 feet in height as it approaches the property corner. This fence would meet the wood fence material requirement.

Existing Condition of Property:

127 Brookshire Ave. is located on the south side of Brookshire Ave., approximately 800 feet west of Southeast Parkway. The existing residence was constructed in 1930 according to TAD records and a fence permit was recently issued for a new 4' wire with post fencing that was installed in the front yard along the east property line. The proposed new wood fence would run alongside this wire fencing with the wood fence on the inside of the front yard.



Proposed Location of Fence:



City Council Criteria for Granting a Variance:

Sec. 1.03.031 Authority to grant; conditions and requirements

(b) When, in the judgment of the City Council, the public convenience and welfare will be substantially served, the city council may grant variances to the Code of Ordinances where:

- (1) The literal enforcement of the provision of the ordinance would result in an unnecessary and/or unreasonable hardship;
- (2) The special conditions are not the result of the applicant's actions, but are peculiar to the land, structure, or case involved;
- (3) The variance is the minimum necessary;
- (4) No variance may be granted which is denied to similarly situated requests.

(c) In granting the variance, the City Council may specify conditions and requirements that it deems appropriate. The City Council may withdraw any variance granted upon a finding that the applicant is in violation of the specified conditions and requirements.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff forwards the variance request to City Council for their consideration.

Attachments:

1. Fence Variance Letter - 127 Brookshire Ave.
2. Aerial View - 127 Brookshire Ave.
3. Property Survey - 127 Brookshire Ave.
4. Street View - 127 Brookshire Ave.
5. Proposed Fencing - 127 Brookshire Ave.

Amy Parker

127 Brookshire Avenue * Azle * Texas * 76020 * 817-229-4337

Azle City Council
505 W. Main Street
Azle, Texas 76020
817-444-2541

November 15, 2024

Dear council members,

I am reaching out to you today in hopes of gaining your support and approval for a six to eight foot privacy fence to be built between the property of myself and my neighbor. The fence would be placed on my property line next to 123 Brookshire Avenue, providing a degree of solitude from an unrelenting narcissistic neighbor.

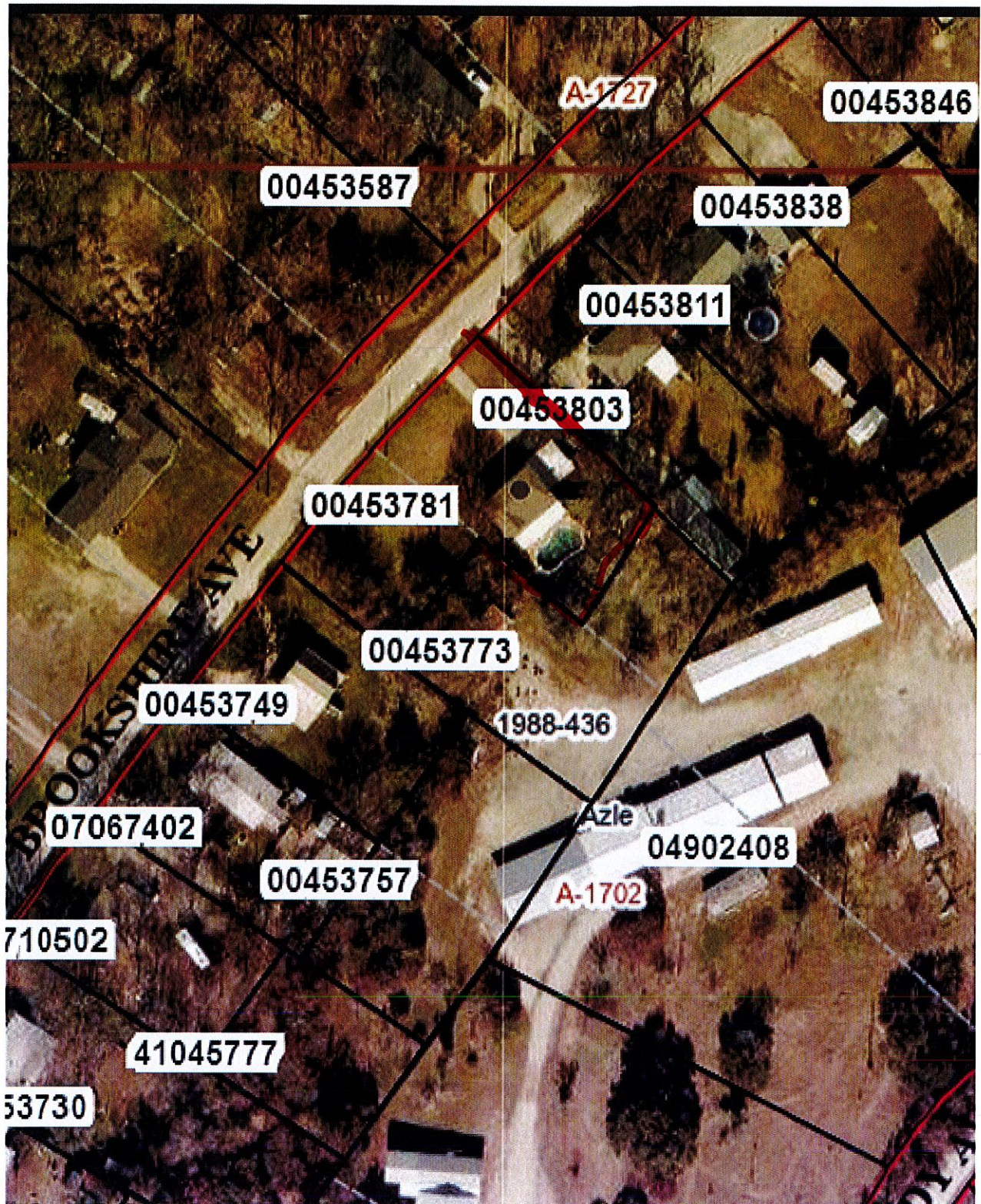
For more than ten years our family has been continuously harassed and provoked by David Ainslie. He has encroached on our property, cut down our trees, attempted to block our view when backing out of our driveway, accosted our visitors, and made vulgar comments and lewd gestures. I could go on and on. We have made several attempts to get relief from the police department as well as the city without success.

I am aware that the privacy fence will not solve all of my problems with Mr. Ainslie. However, it is my belief that it will act as a buffer, making it somewhat easier to go in and out of my house or to let my child play outside. Please hear my struggle and grant my family this small consolation.

With kind regards,



Amy Parker



Wont build farther forward than the fence that is already there. Dont have a problem stairstepping first 10 feet of fence from 4 to 6 feet if needed/required.

SCALE 1" = 30'



Survey Plat
127 Brookshire Avenue
0.58 acres of land and being a portion of Lots 48 & 49,
CASTLE HILLS ESTATES,
An Addition to Tarrant County, Texas, according to the
plat thereof recorded in Volume 388-C, Page 124, of the
Deed Records of Tarrant County, Texas.

Description for a portion of Lots 48 and 49, CASTLE HILLS ESTATES, an Addition to Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-C, Page 124 of the Deed Records of Tarrant County, Texas, said tract being the same tract of land described in deed to David Lee Crim, recorded in Document No. 0204198299, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron set in the Southeastery line of Brookshire Avenue, said iron being for the Northeast corner of said Lot 49, and for the Southwest corner of Lot 50;

THENCE S 45°45'00" E, with the common line of said Lots 49 and 50, 156.77 feet to a 1/2" capped iron set;

THENCE S 34°47'00" W, 95.72 feet to a 1/2" iron found, said iron being in the common line of said Lots 48 and 49;

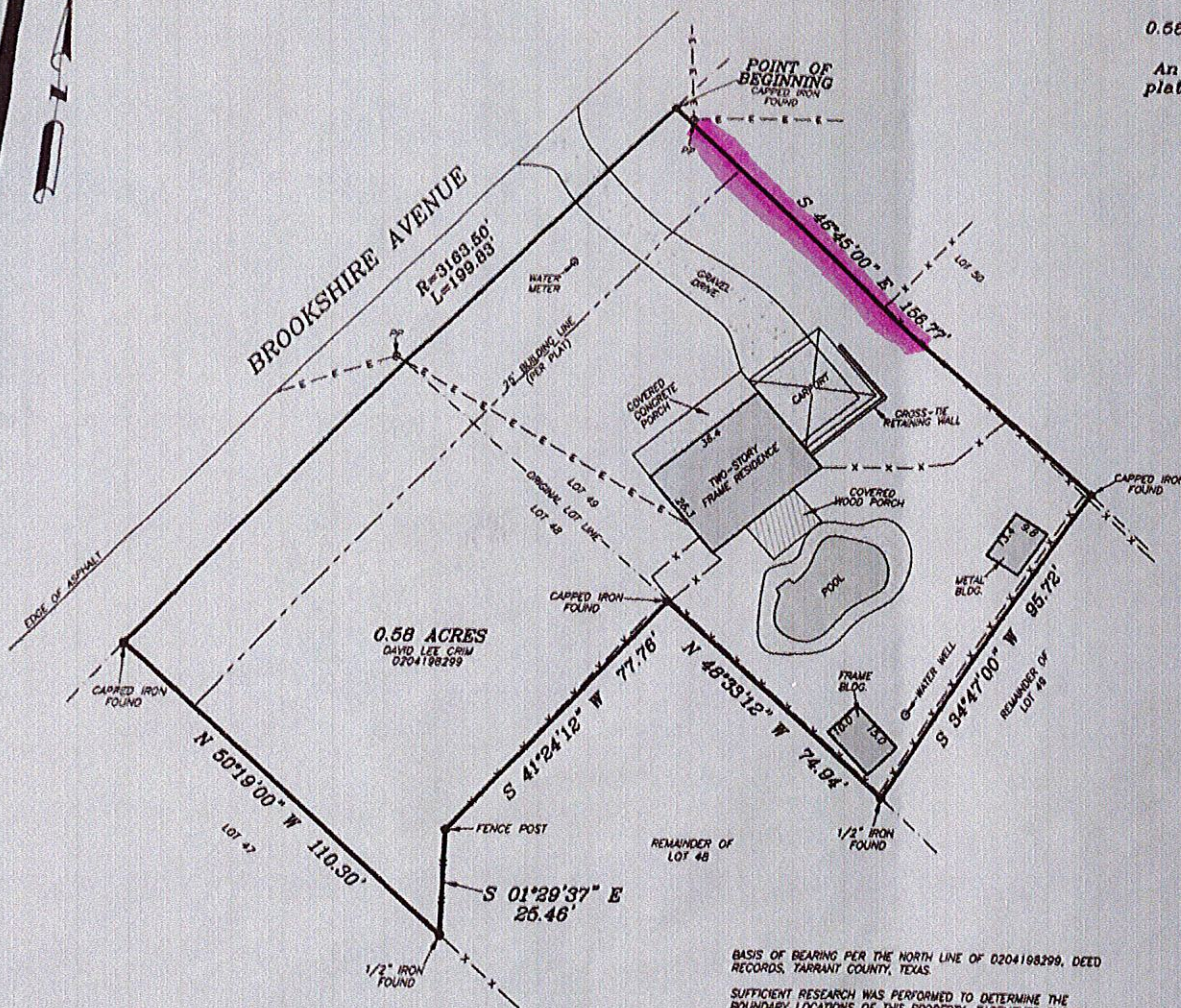
THENCE N 48°33'12" W, with the common line of said Lots 48 and 49, 74.94 feet to a 1/2" capped iron set;

THENCE S 41°24'12" W, 77.76 feet to a fence post;

THENCE S 01°29'37" E, 25.46 feet to a 1/2" iron found, said iron being in the common line of said Lot 48, and Lot 47;

THENCE N 50°19'00" W, with the common line of said Lots 47 and 48, 110.30 feet to a 1/2" capped iron set in the Southeastery line of said Brookshire Avenue, said iron being for the Northeast corner of said Lot 48, and for the Northeast corner of said Lot 47, and being for the beginning of a curve to the right;

THENCE with the Southeastery line of said Brookshire Avenue, and said curve to the right whose radius is 3163.50 feet and whose central angle is 03°37'09" and whose chord bears N 41°26'33" E, 199.80 feet and being an arc length of 199.83 feet to the POINT OF BEGINNING and containing 0.58 acres of land.



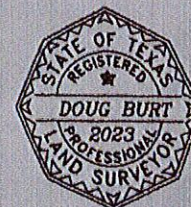
BASIS OF BEARING PER THE NORTH LINE OF 0204198299, DEED RECORDS, TARRANT COUNTY, TEXAS

SUFFICIENT RESEARCH WAS PERFORMED TO DETERMINE THE BOUNDARY LOCATIONS OF THIS PROPERTY. EASEMENTS SHOWN WERE FURNISHED BY FIDELITY NATIONAL TITLE CO., IN TITLE COMMITMENT NO. 93813000335, DATED JUNE 17, 2013.

ACCORDING TO THE F.I.R. MAP, PANEL NO. 48439C0133-K, DATED SEPTEMBER 25, 2009, SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD.

NRB SURVEYING

P.O. BOX 454
SPRINGTOWN, TEXAS, 76082
RSB# 817-384-9027
NLR# 817-406-6439



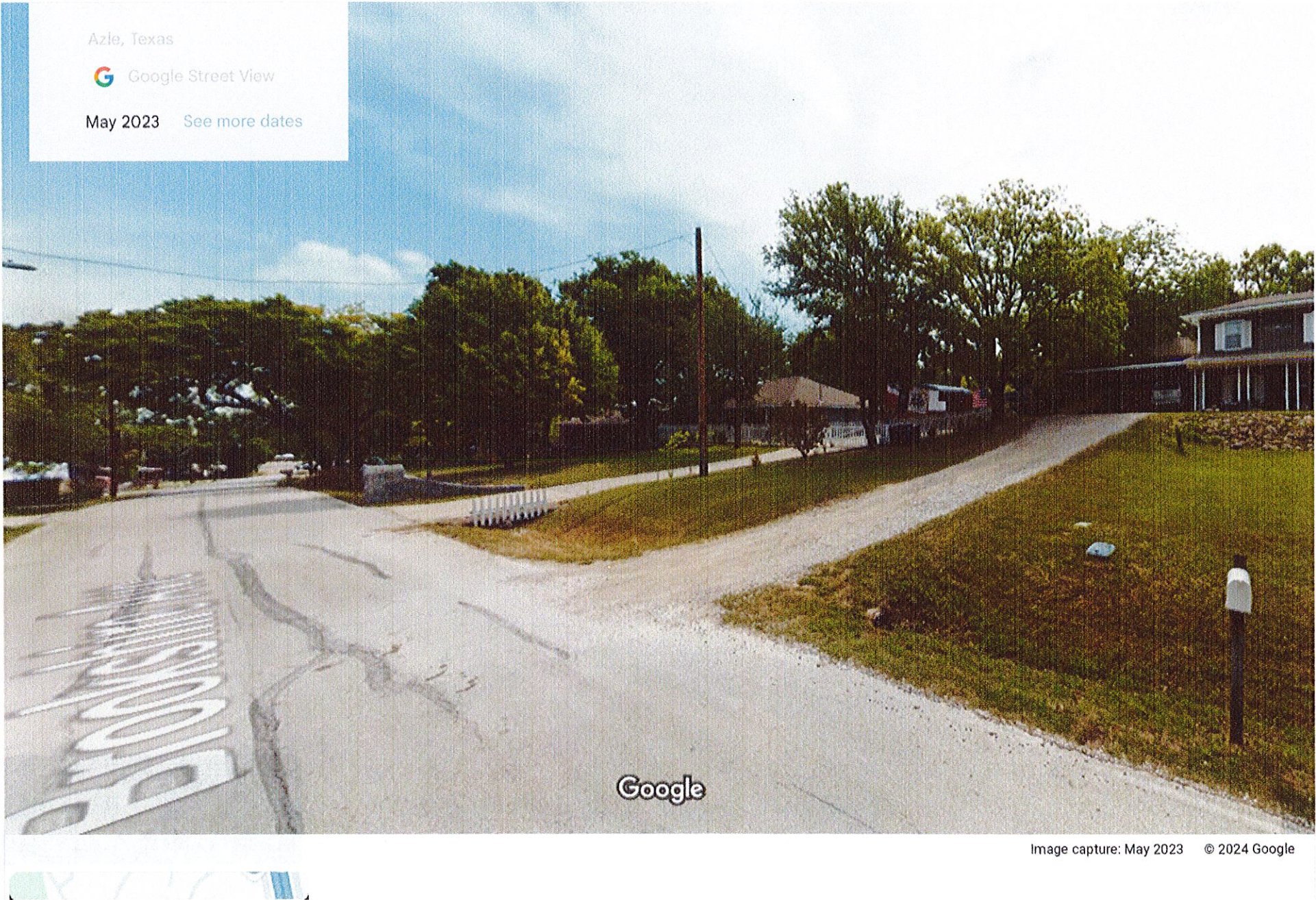
THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY OF THE LEGALLY DESCRIBED PROPERTY SHOWN HEREON.

Doug Burt
DOUG BURT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2023
JUNE 18, 2013

2015278 RSB

Google Maps

127 Brookshire Ave



Google Maps

127 Brookshire Ave

Azle, Texas
Google Street View
May 2023 See more dates

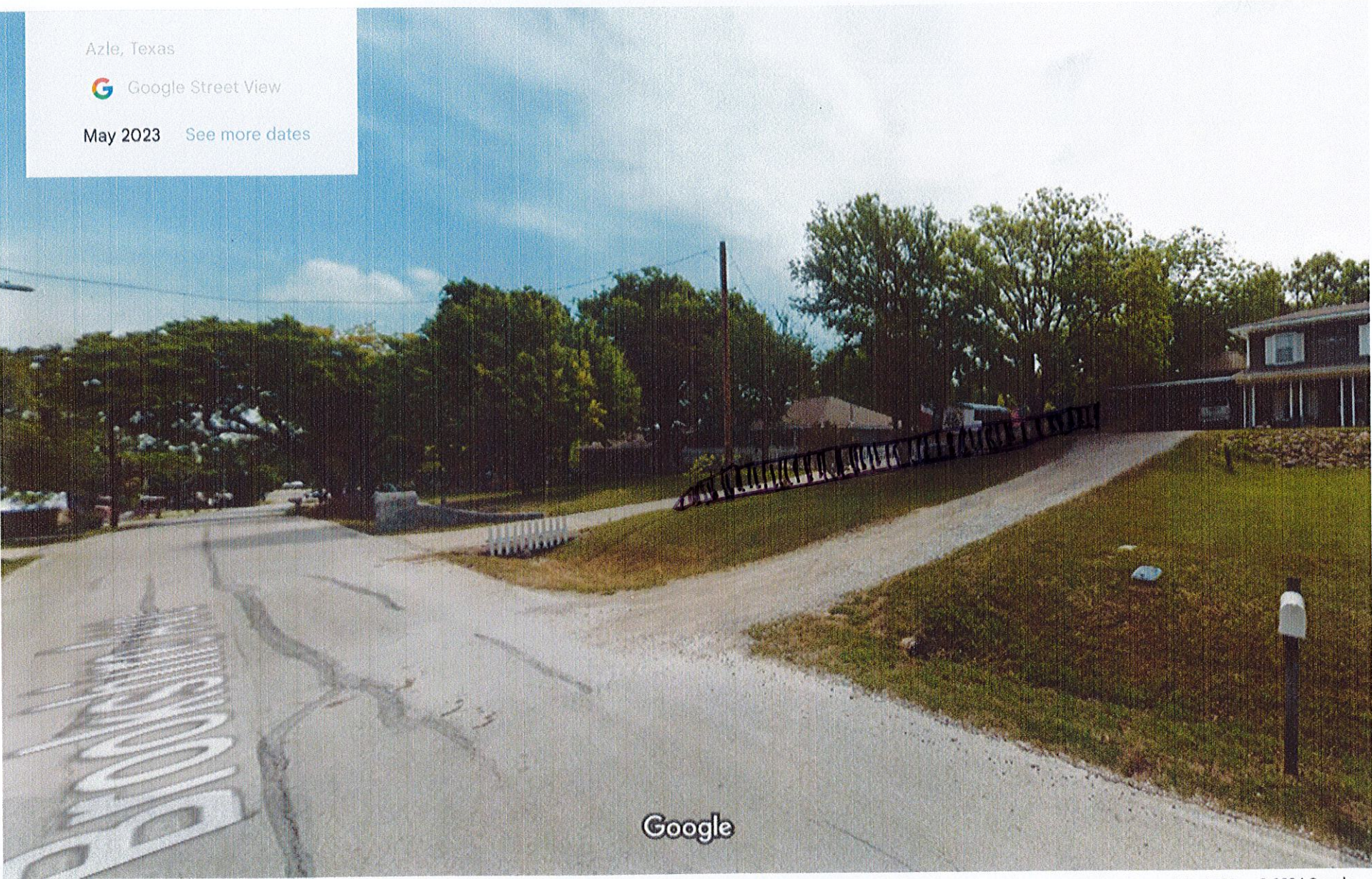


Image capture: May 2023 © 2024 Google



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider any action regarding an Encroachment Agreement between the City of Azle and Asvalo Real Estate to allow private infrastructure within the street rights-of-way of Sandy Beach Road.

Background and Explanation:

The zoning for this property at 150 Sandy Beach Road was established on December 2, 2003, when a Planned Development District was approved by the City Council (Ordinance No. 2003-30). This PD zoning district was created specifically for a proposed 312-unit, three-story multi-family development to be built on approximately 16 acres but was never constructed. Ordinance No. 2003-30 with approved concept plan is included in this packet.

Providing utilities to serve this area has been a challenge in the development of this property. Water is available to connect to on Sandy Beach Road and Boyd Road, but the nearest sewer main is located over 2,300' east on Sandy Beach (east of Hoover Elementary School) and south of the property an estimated 3,600' crossing Walnut Creek. Connecting to the existing City sanitary sewer would require a new lift station and private lines to serve this development.

On November 19, 2024, the City Council held a discussion on this proposed Encroachment Agreement and the multiple options to serve sewer for this planned development.

The purpose of this agenda item is to consider entering into an Encroachment Agreement with the multi-family developer to allow a private sanitary sewer service line to be located within the street rights-of-way along Sandy Beach Road to connect to the existing sanitary sewer line east of Hoover Elementary School. Section 21.36 of the Texas Administrative Code states that private utility lines are not permitted within public rights-of-way longitudinally unless authorized by the City.

The terms of the agreement would be stated such that the developer would burden the expense of installing, owning, maintaining, repairing, relocating, and removing if needed for the life of the private sewer utilities, both lift station and sewer lines. The City would also be paid annually for the cost of the encroachment up to a specified timeframe, typically 30 years. At the November 19, 2024 meeting, Council stated that the fee for the encroachment could be up for further discussion. Currently, the agreement calls for \$2.50 per linear foot, which would equate to approximately \$6,000 per year (based on approximate 2,400 linear feet). The City would not be responsible for the private lift station and sewer lines and will not take ownership of the sewer lines.

This private sewer line, if permitted, could also be utilized by other surrounding properties to be developed, either commercially or residential, and would not be any burden or cost to the City, allowing this northern area of Azle to be developed.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

City staff would support an Encroachment Agreement as the new sewer utilities would not be any cost or burden to the City and it may open up development opportunities in this northern part of Azle.

Attachments:

1. Encroachment Agreement - 150 Sandy Beach Rd. Private Sewer Line 12.3.2024
2. Azle MF Sewer Exhibit

PUBLIC PROPERTY RIGHT-OF-WAY ENCROACHMENT LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by and between **THE CITY OF AZLE**, a home rule municipal corporation of Tarrant County, Texas ("**City**"), acting by and through its duly authorized City Manager, Assistant City Manager, or Director of Public Services, and Asvalo Real Estate, a multifamily investment company ("**Licensee**"), acting by and through its duly authorized.

RECITALS

WHEREAS, Licensee is the owner of the real property located at 150 Sandy Beach Road, Azle, Texas 76177 ("**Property**"), being more particularly described as Tracts 2B1, 2B2, 2C2, 2D, 2F, 2H, 4A, 4B, 6B1A, 6B2A, out of the Nathan Almond Survey, Abstract No. 42, and Allmond Addition, Lots 1 & 2, Block 2, an addition to the City of Azle, Tarrant County, Texas, as recorded in Deed Records, by Instrument Number D18705217 ; and

WHEREAS, the City owns a public street rights-of-way named Sandy Beach Road (the "**Public Property**") adjacent to the Property, dedicated by plat, depicted on the final plat of the property (_____), which plat is recorded in the plat records of Tarrant County as Instrument _____ and;

WHEREAS, Licensee desires to construct, place, and maintain certain improvements which will encroach in, on, above, or below the Public Property; and

WHEREAS, to accommodate the needs of the Licensee, the City will allow the encroachment under the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the City and Licensee agree as follows:

AGREEMENT

1.

The City, in consideration of the payment by Licensee of the fee set out below and covenants and agreements hereinafter contained to be kept and performed by Licensee, hereby grants permission to Licensee to encroach in, on, above, or below and occupy a portion of the City's Public Property as described in and at the location shown on **Exhibit "A,"** but only to the extent shown thereon, for the purpose of constructing, installing, and maintaining a private lift station and sewer service line (the "**Encroachment**"). Upon completion of the Encroachment, Licensee agrees to be responsible for maintaining the Encroachment within the Public Property. Licensee shall not expand or otherwise cause the Encroachment to further infringe in or on the Public Property beyond what is specifically described in **Exhibit "A."**

2.

All construction, installation, maintenance, and operation of the Encroachment and the use or occupancy of the Public Property shall comply with and be performed in strict compliance with this Agreement and with the charter, ordinances, codes, and policies of the City. Prior to the construction or installation of the Encroachment, Licensee shall submit all plans and

specifications to the Director of Public Services Department or duly authorized representative. Licensee shall not commence construction or installation of the Encroachment nor make any use of the Public Property until after the execution of this Agreement.

3.

Licensee, at no expense to the City, shall make proper provisions for the relocation and installation of any existing or future utilities affected by such Encroachment and the use and occupancy of the Public Property, including the securing the approval and consent of the appropriate utility companies and agencies of the State of Texas and its political subdivisions. In the event that any installation, reinstallation, relocation, or repair of any existing or future utility or improvements owned by or constructed by or on behalf of the public or at public expense is made more costly by virtue of the construction, maintenance, or existence of the Encroachment and use of Public Property, Licensee shall pay to City an additional amount equal to such additional cost as determined by the Director of the Public Services Department, or their duly authorized representative.

4.

Licensee agrees that City may enter and utilize the Public Property at any time for any public purpose, including installing, repairing, replacing, or maintaining improvements to its public facilities or utilities necessary for the health, safety, and welfare of the public. The City shall have no responsibility or liability for any damages related to the Encroachment resulting from the City's use of the Public Property; however, the City shall make reasonable efforts to minimize such damage.

5.

Upon termination of this Agreement, Licensee shall, at the option of and at no expense to the City, remove the Encroachment and restore the Public Property to a condition acceptable to the Director of Public Services Department or their duly authorized representative. Any such removal of the Encroachment shall be in accordance with then-existing City regulations and policies. It is understood and agreed to by Licensee that if this Agreement terminates and Licensee fails to remove the Encroachment and restore the Public Property, Licensee hereby gives City permission to remove the Encroachment and any supporting structures from the Public Property, to restore the Public Property, and to assess a lien on the Property for the costs expended by the City in taking such actions.

6.

In order to defray all costs of inspection and supervision which the City has incurred or will incur as a result of the construction, maintenance, inspection or management of the Encroachment and use of Public Property as provided for by this Agreement, Licensee agrees to pay to City at the time this Agreement is requested an application fee in the sum of \$65.00. Additionally, Licensee agrees to pay a fee in the amount of \$2.50 per square/linear foot of the encroachment area upon execution of this Agreement and annually thereafter.

7.

The term of this Agreement shall be for **thirty (30) years**, commencing on the date this Agreement is executed by City. However, the City may terminate this Agreement upon Licensee's noncompliance with any of the terms of this Agreement. City shall notify Licensee in writing of any such noncompliance and if Licensee does not cure the noncompliance within thirty (30) days of notice from City, the City may terminate this Agreement. However, the City may, at its sole option, allow the Agreement to remain in effect so long as Licensee has taken reasonable measures to cure the noncompliance or is continuing to diligently attempt to remedy the noncompliance.

8.

It is further understood and agreed between the parties hereto that the Public Property to be used and encroached upon is held by City as trustee for the public; that City exercises such powers over the Public Property as have been delegated to it by the Constitution of the State of Texas or by the Texas Legislature; and that City cannot contract away its duty and its legislative power to control the Public Property for the use and benefit of the public. It is accordingly agreed that if the governing body of City may at any time during the term hereof determine in its sole discretion to use or cause or permit the Public Property to be used for any other public purpose, including but not being limited to underground, surface, or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not, that the parties agree to negotiate in good faith in order to accommodate both the Encroachment and the public purpose.

9.

Licensee covenants and agrees to indemnify, and does hereby indemnify, hold harmless, and defend City, its officers, agents, servants, employees, AND ELECTED OFFICIALS from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind or character, WHETHER REAL OR ASSERTED, arising out of or in connection with, DIRECTLY OR INDIRECTLY, the construction, maintenance, occupancy, use, existence, or location of THE ENCROACHMENT and uses granted hereunder, whether or not caused, in whole or in part, by THE alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees, ELECTED OFFICIALS, or invitees of the City; and Licensee hereby assumes all liability and responsibility for such claims or suits. Licensee shall likewise assume all liability and responsibility and shall indemnify City for any and all injury or damage to City property arising out of or in connection with THE ENCROACHMENTS AND any and all acts or omissions of Licensee, its officers, agents, servants, employees, contractors, subcontractors, licensees, OR invitees.

10.

While this Agreement is in effect, Licensee agrees to furnish City with a Certificate of Insurance naming City as certificate holder as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the proposed use and occupancy of public property as located and described in **Exhibit "A."** The amounts of such insurance shall be not

less than **\$1,000,000** with the understanding and agreement by Licensee that such insurance amounts may be revised upward at City's option and that Licensee shall so revise such amounts immediately following notice to Licensee of such requirement. Such insurance policy shall not be canceled or amended without at least thirty (30) days prior written notice to the Building Official of the City. A copy of such Certificate of Insurance is attached as **Exhibit "B"** and incorporated herein for all purposes. Licensee agrees, binds, and obligates itself and its successors and assigns to maintain and keep in force such public liability insurance at all times during the term of this Agreement and until the removal of the Encroachment and restoration of the Public Property. All insurance coverage required herein shall include coverage of all Licensee's contractors and subcontractors.

11.

Licensee agrees to deposit with the City when this Agreement is executed a sufficient sum of money to be used to pay necessary fees to record this Agreement in the real property records of the county in which the Encroachment is located. After being recorded, the original shall be returned to the City Secretary of the City of Azle.

12.

Licensee agrees to comply fully with all applicable federal, state, and local laws, statutes, ordinances, codes, and regulations in connection with the construction, operation, and maintenance of the Encroachment and use of the Public Property.

13.

Licensee agrees to pay promptly when due all fees, taxes, or rentals provided for by this Agreement or by any federal, state, or local statute, law, or regulation.

14.

Licensee covenants and agrees that it shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant, or employee of City, and Licensee shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The doctrine of respondeat superior shall not apply as between City and Licensee, its officers, agents, servants, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Licensee.

15.

Licensee agrees and acknowledges that this Agreement is solely for the purpose of permitting Licensee to construct, maintain, and locate the Encroachment over or within the Public Property and is not a conveyance of any right, title, or interest in or to the Public Property, nor is it meant to convey any right to use or occupy property in which a third-party may have an interest. Licensee agrees that it will obtain all necessary permissions before occupying such property.

16.

In any action brought by the City for the enforcement of the obligations of the Licensee, City shall be entitled to recover interest and reasonable attorneys' fees.

17.

The parties agree that the duties and obligations contained in **Section 5** shall survive the termination of this Agreement.

18.

Licensee covenants and agrees that it will not assign all or any of its rights, privileges, or duties under this Agreement without the written approval of the City, and any attempted assignment without such written approval shall be void. In the event Licensee conveys the Property, Licensee may assign all of its rights and obligations under this Agreement to the new owner of the Property, and Licensee shall be deemed released from its duties and obligations hereunder upon City's approval in writing of such assignment, which approval shall not be unreasonably conditioned or withheld. Foreclosure by a secured lender of Licensee or assignment to a secured lender by Licensee in the event of default or otherwise shall not require City approval provided that said lender notifies City in writing within **sixty (60) days** of such foreclosure or assignment and assumes all of Licensee's rights and obligations hereunder. However, no change of ownership due to foreclosure or assignment to any secured lender of Licensee shall be effective as to City unless and until written notice of such foreclosure or assignment is provided to City.

19.

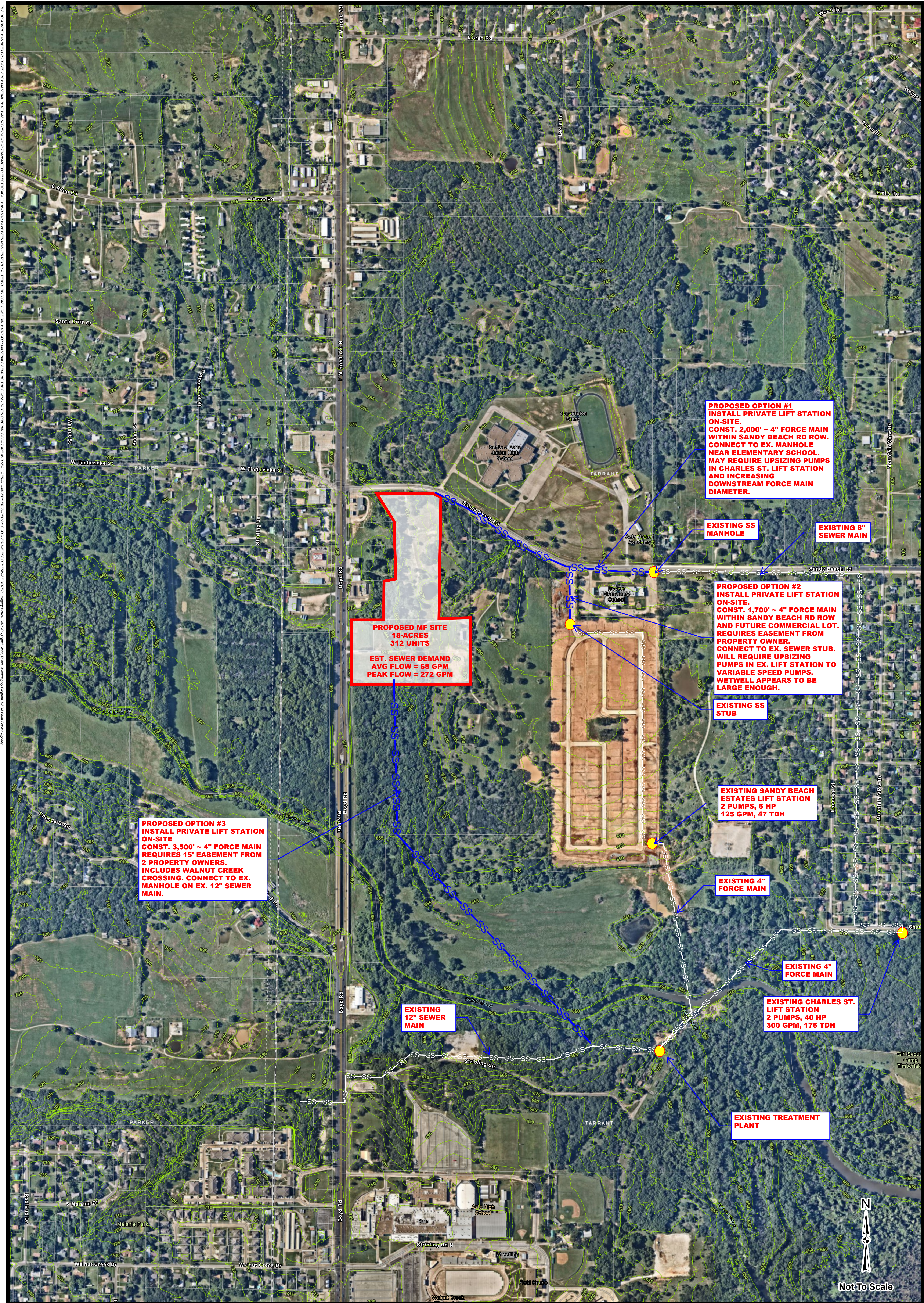
Any cause of action for breach of this Agreement shall be brought in Tarrant County, Texas. This Agreement shall be governed by the laws of the State of Texas.

20.

This Agreement shall be binding upon the parties hereto and their successors and assigns.

21.

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



DATE	Oct 2024	PAPE-DAWSON ENGINEERS AZLE MF DEVELOPMENT SANITARY SEWER EXHIBIT	 PAPE-DAWSON ENGINEERS 201 MAIN STREET, STE 901 FT. WORTH, TX 76102 817.870.3668 TEXAS ENGINEERING FIRM #470 TEXAS SURVEYING FIRM #10028800	NO.	REVISION	DATE
SHEET	1.0					



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider any action on Resolution No. 2024-20 regarding support of tax credit for the Azle Oaks Apartments Rehabilitation.

Background and Explanation:

On December 21, 2021, the City Council passed Resolution No. 2021-19 in support of LCJ Companies to apply for competitive tax credits to rehabilitate the Azle Oaks Apartment located at 700 Jarvis Lane. A requirement of the application process is the support of the City via an adopted resolution. The tax credit request in 2022 was not successful and LCJ Companies intends to submit an application to the Texas Department of Housing and Community Affairs for the 2025 Competitive 9% Housing Tax Credits for the rehabilitation of the Azle Oaks Apartments.

There is no financial obligation to the City of Azle with the exception of the minimum \$250.00 permit fee waiver required as part of the application process. A copy of the presentation from LCJ is included with the packet.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff forwards this resolution to the City Council for consideration and recommends approval of this resolution.

Attachments:

1. Resolution No. 2024-20 - City Council - Tax Credit
2. LCJ Companies Azle Oaks Apartments - Tax Credit Presentation

RESOLUTION NO. 2024-20

WHEREAS, LCJ Development, Inc. has proposed the rehabilitation of affordable rental housing at 700 Jarvis Lane, named the Azle Oaks Apartments in the City of Azle, Texas; and

WHEREAS, LCJ Development, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for the Azle Oaks Apartments; and

WHEREAS, LCJ Development, Inc. has requested a waiver of development/permit fees in the amount of \$250.00 for the Azle Oaks Apartments development as a commitment of development funding from the city of Azle, Texas; and

WHEREAS, the City of Azle, Texas has the authority to defer development fees on the property located at 700 Jarvis Lane;

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

IT IS HEREBY RESOLVED, THAT

The governing body of the city of Azle, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of \$250.00 to be provided to the development in the form of a waiver of development/permit fees; and

The governing body of the city of Azle, Texas, hereby confirms that it supports the rehabilitation of the Azle Oaks Apartments located at 700 Jarvis Lane, and that this formal action has been taken to put on record the opinion expressed by the City on December 3, 2024; and

FURTHER RESOLVED, that for and on behalf of the Governing Body, **Alan Brundrett, Mayor** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

This resolution shall take effect immediately and upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AZLE TEXAS ON DECEMBER 3, 2024 REGULAR MEETING

Alan Brundrett, Mayor

ATTEST:

Yael Hoffman, City Secretary



LCJ Companies

- Locally controlled Family Office since 1981.
- Based in New Caney, Texas.
- Experienced Management, Construction, and Development operation with 45 employees.
- Occupied-Rehabilitated just over 2,700 units of workforce housing.
- Experienced with USDA Rural Development and Housing Tax Credits.

LCJ Companies

- Proposed Rehabilitation of Azel Oaks Apartments (115 units).
- Budget anticipated to total over \$82,000 per unit of improvements
- Occupied-Rehabilitation to commence during 2026.
- Need Resolution of Support from City Council.

LCJ Companies



LCJ Companies

BEFORE



AFTER

LCJ Companies



BEFORE



AFTER

LCJ Companies

BEFORE



AFTER

LCJ Companies



BEFORE



AFTER

LCJ Companies



BEFORE



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LCJ Companies



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LCJ Companies



BEFORE



AFTER

LCJ Companies



BEFORE



AFTER

LCJ Companies



BEFORE



AFTER

LCJ Companies



BEFORE



AFTER

LCJ Companies



BEFORE



AFTER



Presenter: Thomas Scott, Fire Chief

Agenda Item: Consider any action authorizing the City Manager to execute an interlocal agreement with the Tarrant County Emergency Services District No. 1 (TCESD 1) for Fire/EMS services.

Background and Explanation:

For several years, the City has maintained a recurring annual contract with Tarrant County Emergency Services District No. 1 (ESD) to provide Fire/EMS services to areas outside the Azle city limits. The agreement also allows the City to maintain mutual aid agreements with other fire departments which also hold similar agreements with the ESD.

The basic proposed agreement (attached) remains unchanged from the current agreement. However, the City will receive \$187,200.00 annually for fire services, an increase of \$31,200. EMS services will continue to be provided based on a point system outlined in Exhibit B of the proposed agreement, from which the City has historically received approximately \$250,000 - \$300,000 annually. In addition, the City will receive a grant from the ESD of \$25,000 for Fire & Rescue Equipment (Thermal Imagers).

Another benefit of the agreement is continued use of a combination engine/water truck (T-52) and a four-wheel drive grass fire truck (B-52) which were purchased by the ESD. These vehicles are housed and utilized by the Fire Department. If the agreement is not renewed, the use of the vehicles would cease, and the City's ISO rating would consequently be downgraded.

Guaranteed revenue from the proposed agreement is \$212,200 plus the above referenced \$250,000 - \$300,000 revenue for EMS services. Total funds to be received are estimated to be \$462,200 - \$512,200 and this anticipated revenue is reflected in the FY2024-25 budget.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of the TCESD 1 service agreement.

Attachments:

1. FY 24-25 TCESD1 Contract



TARRANT COUNTY
EMERGENCY SERVICES DISTRICT NO. ONE
2750 PREMIER STREET
FORT WORTH, TEXAS 76111-3011
(817) 838-4660
(817) 831-2007 FAX

October 11, 2024

City of Azle
613 SE Parkway
Azle, TX 76020

Dear City Official,

Please find enclosed two (2) copies of the Tarrant County Emergency Services District No. One (District) Agreement for fire and EMS service provided by your City to the District beginning October 1, 2024 through September 30, 2025.

Please have both copies executed and return originals to the District's office at the above address. The District will then execute same, returning one copy for your files. So that we may confirm upcoming contracts, we ask that the executed agreements be returned as soon as possible.

If you have any questions, please feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Elizabeth Siddiq", is written over a horizontal line.

Elizabeth Siddiq
Office Manager

Encl: ESD #1 Agreement (x2)

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Azle, Texas
Fire Service
Emergency Medical Services
Equipment
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF AZLE, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$187,200.00) during this contract year by making equal quarterly payments during the months of January 2025, April 2025, July 2025 and October 2025 for fire protection services in the service area outlined in Exhibit "A." In order to receive the payment for January 2025 and prior to every quarterly payment thereafter, the DEPT will provide the DISTRICT a fiscal year to date summary report of all incidents responded to in the DISTRICT by the DEPT.

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2025, May 2025, August 2025 and November 2025.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

During the period of this Agreement the DISTRICT will provide an engine tanker truck and a brush truck for the CITY's use. Title to such trucks shall remain with the DISTRICT and the CITY shall return the trucks to the DISTRICT upon expiration or termination of this Agreement, ordinary wear and tear excepted. By housing the equipment, the CITY agrees to use the equipment for calls beyond its service area in the event that conditions warrant its use. The parties to this Agreement agree that the County Fire Marshal will have the discretion to make decisions governing its use. CITY agrees to provide manpower to operate the equipment. CITY agrees to provide routine maintenance for this truck, including, but not limited to, fuel, tires, oil, transmission fluid, and spark plugs. DISTRICT will provide insurance against damage to the truck and damage, if any, for liability for the use of the equipment. The equipment may not be used as a first responder (EMS) unless necessary, for example, other vehicles are already dispatched in emergency response. Additionally, the CITY will comply with the Tarrant County ESD Equipment Policy which is attached hereto as Exhibit "C" for the usage of the equipment.

Other than property described in the previous paragraph, DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2024 and ending September 30, 2025. Regarding response purposes, this Agreement will remain in force until the 2025-26 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2025 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2025 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2025. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF AZLE, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

Exhibit "D"

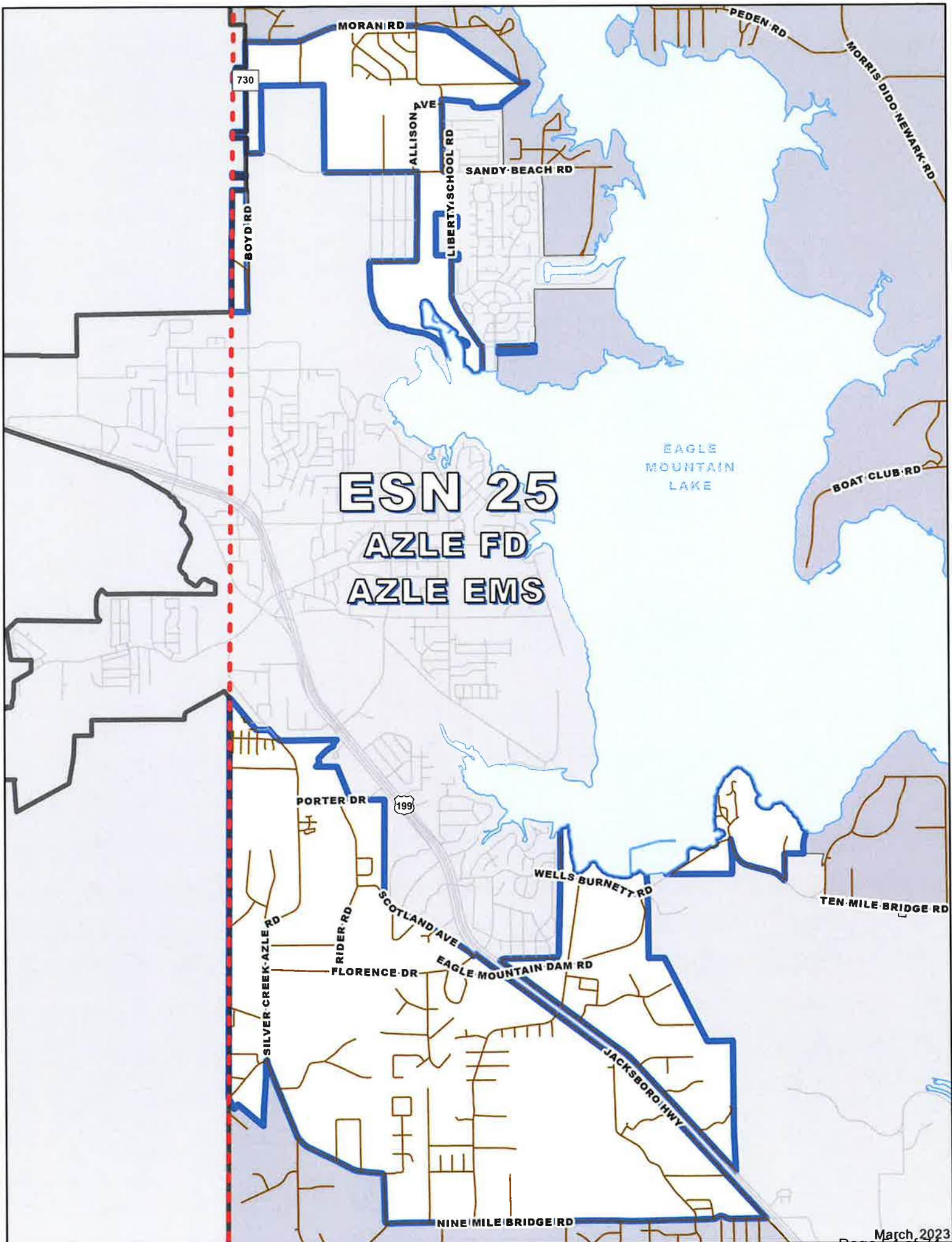
GRANT FROM DISTRICT

City of Azle

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Fire & Rescue Equipment	\$25,000.00

ESN 25
AZLE FD
AZLE EMS



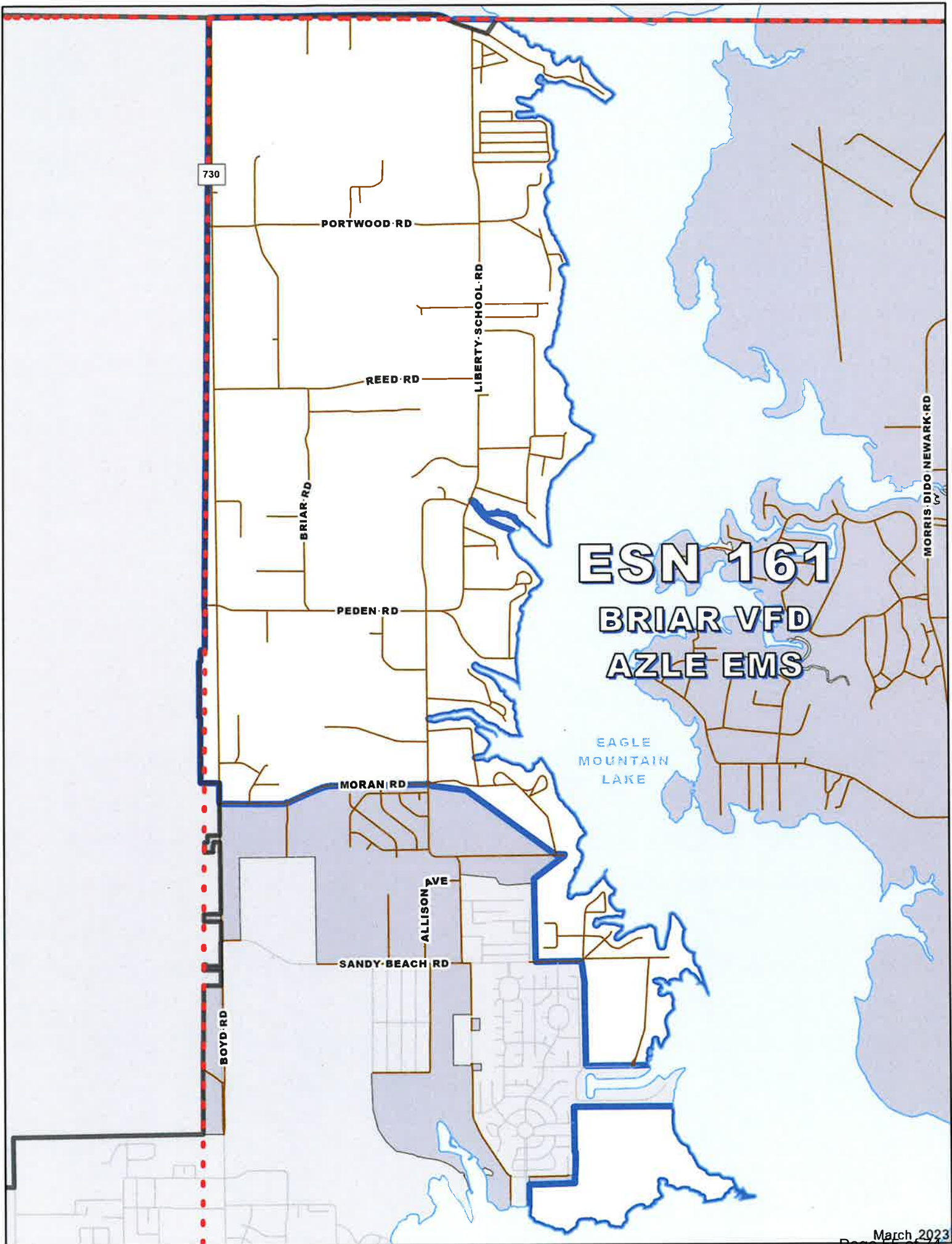


EXHIBIT "B"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2022–2023 RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point
*** AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

EXHIBIT "C"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

EQUIPMENT POLICY

Table of Contents

<u>Title</u>	<u>Policy Number</u>
Mission Statement	100.0
Types of Calls Inside Tarrant County	101.0
Care and Maintenance	102.0
Training and Staffing	103.0
Types of Calls Outside Tarrant County	104.0
Inspections by the District	105.0

Mission Statement

To provide emergency services to the residents of the unincorporated areas of Tarrant County by offering equipment for fire fighting and emergency medical purposes to the unincorporated areas of Tarrant County and providing available equipment to support and supplement existing equipment along with supervising the availability of this equipment for the citizens it serves.

Types of Calls the Apparatus Inside Tarrant County

1. Structure fires where no adequate water supply exists. (Tanker)
2. In support of the fire fighting units engaged in grass and brush fires.
3. In support of fire fighting units(s) engaged in such emergencies that require a large supply of water. (Tanker)
4. In support of fire fighting activities of Fire departments that contract with the Emergency Service District.
5. Other such calls, emergencies, or other activities as directed by the Tarrant County Fire Marshal's Office.
6. As assigned by the Fire Chief of the appointed departments which house the apparatus.

Care and Maintenance

1. Each individual fire department who contracts with the Emergency Service District to house and operate one of these units shall be responsible for normal day to day operation cost, and the regular maintenance of that particular unit. Day to day operating cost include: fuel, motor oil, lubricants, fan belts, water hoses, anti-freeze, air filters, transmission fluids, etc. Preventative maintenance includes scheduled oil and filter changes per manufacturer specifications, lubrications, tire rotations if needed, etc.
2. On all major repairs, each department will advise the Emergency Service District Board or the Tarrant County Fire Marshal's Office and coordinate these repairs with them. Top priority shall be given to keeping all units in service at all times.
3. All damages to the apparatus and the equipment assigned to it, either minor or major in nature, shall be reported to the Tarrant County Fire Marshal's Office who is assigned to oversee the operation of these units as soon as possible so that it can be repaired.
4. Anytime any unit is to be out of service whether for a mechanical reasons or otherwise, it shall be reported to the Tarrant County Fire Marshal's Office and also the Tarrant County Fire Alarm Center who will coordinate temporary coverage for that area that unit protects.
5. The Tarrant County Fire Marshal's Office shall coordinate warranty repair.
6. The department to which a Tanker is assigned is also responsible to see that the apparatus is not to leave the hard surface of the road.

Training and Staffing

1. Each individual department that is assigned one of the apparatus is responsible for training its personnel in the operations of the unit. This includes, but is not limited to, driving and all operations of the units.
2. When responding to emergency calls, it shall be up to the Fire Chief of the department the vehicle is assigned to, to oversee that the vehicle is adequately staffed for any particular assignment to which it is responding.
3. All drivers of the apparatus must at least possess a class "B" exempt driver's license.

Outside Unincorporated Usage

1. If, in the opinion of the Tarrant County Fire Marshal's Office, the utilization of this equipment outside of Tarrant County will serve a public purpose of the citizens of Tarrant County, Texas then the equipment may be used outside of Tarrant County, Texas in an area under the jurisdiction of a city or volunteer fire department.
2. On major incidents outside the boundaries of unincorporated Tarrant County, only one unit from the northern district and one unit from the southern district shall be permitted to leave the county. Priority shall always be with protecting the citizens of the unincorporated Tarrant County area.
3. Response to areas inside Tarrant County, but outside the responsible areas of the Emergency Services District, shall be coordinated through the Tarrant County Fire Alarm Center and also be limited only to those cities who contract with the District and can only be utilized for fire fighting purpose only. The Tarrant County Fire Alarm Center will then notify the Tarrant County Fire Marshal's Office when this occurs.

Inspection by the Emergency Services District

1. The Emergency Service District or its representatives shall be allowed to inspect each apparatus and the equipment assigned to it at any reasonable time to assure that the apparatus is being maintained, adequately equipped, and is available for emergency calls.
2. Apparatus that is not being maintained or equipped, and therefore unavailable for calls, can and shall be reassigned to another department if the Emergency Service District decided that such a reassignment would better serve the district and its citizens.



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Resolution No. 2024-21 casting votes for candidates for the Tarrant Appraisal District Board of Directors.

Background and Explanation:

On October 25, 2024, the Tarrant Appraisal District (TAD) sent letters to all taxing entities within Tarrant County advising them of the upcoming election for their Board of Directors. A copy of the letter and a list of the candidates is attached. The candidates' respective resumes were forwarded to each councilmember a couple of weeks ago under separate cover.

The deadline to cast votes is December 15, 2024. If the Council chooses to cast any or all of the City's allotted six (6) votes, Resolution No. 2024-21 will need to be approved and forwarded to TAD.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. TAD -letter
2. RES 2024-21



Joe Don Bobbitt
Executive Director
Chief Appraiser

October 25, 2024

Alan Brundrett
Mayor
City of Azle
P. O. Box 1378
Azle, Texas 76098

RE: Ballot for Appointments to Board of Directors beginning January 1, 2025

Dear Mr. Brundrett:

Following up on my September 10, 2024, letter regarding nominating candidates for appointment to Tarrant Appraisal District's Board of Directors, I prepared a ballot as required by the Texas Property Tax Code. That letter listed the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The taxing units listed are not required to vote but, if they choose to do so, *they may determine their votes only by a resolution adopted by the governing body and they must submit the resolution to me before December 15, 2024. Because the 15th falls on a Sunday, statute permits acceptance through midnight Monday, December 16th.* The resolution and the completed ballot if you wish to include it should be sent by email to jwooddell@tad.org or by mail to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, P. O. Box 185579, Fort Worth, Texas, 76181-0579. Enclosed is a ballot. The nominee biographies, vote allocation, a sample resolution form and other information can be accessed at [Board Appointment Process - Tarrant Appraisal District \(tad.org\)](https://www.tad.org/Board-Appointment-Process). The remaining steps in the appointment process and schedule set out in the Property Tax Code may be summarized as follows:

Before December 15, 2024	Governing bodies of taxing units determine their votes by resolution and submit votes to Chief Appraiser (If greater than 5% of vote, please see TX Prop. Tax Sect. 6.03 k-1)
Before December 31, 2024	Chief Appraiser counts votes, determines which candidates received the most votes, and submits results to taxing units
January 1, 2025	New term begins
First 2025 TAD BOD Meeting	Lots drawn to determine two members with 1-year terms & three members with 3-year terms

If you have questions, please do not hesitate to call Julie Wooddell at 817.595.6006.

Sincerely,


Joe Don Bobbitt
Executive Director
Chief Appraiser

JDB:jw Enclosure (1)



2500 Handley Ederville Rd. Ft. Worth, TX 76118 817.284.0024



OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS TARRANT APPRAISAL DISTRICT

The following are the candidates that were timely submitted by nominating resolutions for appointment to the five (5) voting positions on the Board, listed alphabetically.

Please indicate your taxing unit's vote(s) by entering the number of votes to the left of your candidate(s) of choice.

VOTES FOR	Nominees
	Mr. Mike Alfred
	Mr. Alan Blaylock
	Ms. Wendy Burgess
	Mr. Fred Campos
	Ms. Mattie Peterson Compton
	Mr. Eric Crile
	Dr. Daryl Davis
	Mrs. Phyllis Grissom
	Mr. Lee Henderson
	Mr. Scott Lindgren
	Mr. Gary Losada
	Ms. Gloria Peña
	Mr. Vince Puente
	Ms. Sayeda Syed

IMPORTANT: This ballot must be returned **before December 15, 2024** to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to jwooddell@tad.org. Because December 15th falls on Sunday this year, statute permits receipt through midnight on Monday, December 16th.

Please attach this ballot to the resolution passed by your taxing unit authorizing this vote.

Resolution No. 2024-21

A Resolution Authorizing the City of Azle's allocated votes for membership on the Tarrant Appraisal District Board of Directors

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

- I. That the Mayor of the City of AZLE, Texas is hereby authorized , on behalf of the City council of the City of AZLE, to cast the City of AZLE's allocated 6 votes on the official ballot for the appointment of members to the Tarrant Appraisal District Board of Directors.
- II. A substantial copy of the official ballot is attached hereto and incorporated herein for all intents and purposes.
- III. Further, the City Secretary is hereby directed to forward a certified copy of this resolution to Mr. Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, 2500 Handley Ederville Road, Fort Worth, TX 76118 or by email at jwooddell@tad.org.

PRESENTED AND PASSED on this the 03 day of December, 2024, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Azle, Texas.

Alan Brundrett, Mayor

Attest:

Yael Hoffman, City Secretary



OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS TARRANT APPRAISAL DISTRICT

The following are the candidates that were timely submitted by nominating resolutions for appointment to the five (5) voting positions on the Board, listed alphabetically.

Please indicate your taxing unit's vote(s) by entering the number of votes to the left of your candidate(s) of choice.

VOTES FOR	Nominees
	Mr. Mike Alfred
	Mr. Alan Blaylock
	Ms. Wendy Burgess
	Mr. Fred Campos
	Ms. Mattie Peterson Compton
	Mr. Eric Crile
	Dr. Daryl Davis
	Mrs. Phyllis Grissom
	Mr. Lee Henderson
	Mr. Scott Lindgren
	Mr. Gary Losada
	Ms. Gloria Peña



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Resolution No. 2024-22 casting votes for the candidates for the Parker County Appraisal District Board of Directors.

Background and Explanation:

On October 29, 2024, the Parker County Appraisal District (PCAD) sent letters to all taxing entities within Parker County advising them of the upcoming election for their Board of Directors. A copy of the letter including the list of candidates is attached.

The deadline to cast votes is December 15, 2024. If the Council chooses to cast any or all of the City's allotted thirty-five (35) votes, Resolution No. 2024-22 will need to be approved and forwarded to PCAD.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. PCAD Election
2. Res. 2024-22



PARKER COUNTY APPRAISAL DISTRICT

1108 SANTA FE DRIVE
WEATHERFORD, TEXAS 76086
TELEPHONE: 817-596-0077
THANSON@PARKERCAD.ORG

October 29, 2024

RE: Selection (Voting) of the Five (5) Appointed Members to serve on the Board of Directors.

Nominations for the Parker County Appraisal District Board of Directors are completed and closed. The next step in the selection process is for taxing units to cast their votes for the nominees. Section 6.03 (k) of the Texas Property Tax Code requires each voting tax unit to (1) vote in an open meeting, (2) record its vote by written resolution, and (3) submit the resolution to the Chief Appraiser before December 15.*

*Section 6.03 (k-1) of the Texas Property Tax Code requires taxing units entitled to at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting after the Chief Appraiser delivers the ballot. This special procedural requirement (TPTC: 6.03(k-1)) applies to the following taxing units for this election: **Aledo ISD | Azle ISD | Springtown ISD | Weatherford ISD | City of Weatherford | Parker County | Weatherford College**

A taxing unit may cast its votes for one candidate or distribute the votes among any number of candidates. A tax unit may only cast votes for people previously nominated and named on the ballot. There is no provision for write-in candidates. The Chief Appraiser shall not count votes cast for a name not listed on the official ballot.

Enclosed is the official ballot, the number of votes allocated to each taxing unit, and a sample resolution for recording the votes. The following people currently serve as appointed members with a term expiring on December 31, 2024: **Richard Barret | Jerry Durant | John Hinton | Cody Lane | Sterling Naron**

The taxing units will be notified of the final results of the election before December 31. The candidates receiving the largest number of votes will be declared the winners with a term beginning January 1, 2025.

Please put this important action item on your first or second board meeting agenda after receiving this letter. The voting resolution may be returned by email to thanson@parkercad.org, or in person or by mail to our office.

For any questions, please do not hesitate to contact me.

Sincerely,

Troy Hanson
Chief Appraiser

PARKER COUNTY APPRAISAL DISTRICT
2025

OFFICIAL BALLOT

CANDIDATES

RICHARD BARRET

JERRY DURANT

PHIL GARCIA

JOHN HINTON

CODY LANE

JOHN MCGUIRE

STERLING NARON

PARKER COUNTY APPRAISAL DISTRICT

2025

VOTING ENTITLEMENT

TAXING UNIT	NUMBER OF VOTES
ALEDO ISD	930
AZLE ISD	285
BROCK ISD	225
GARNER ISD	30
GRANBURY ISD	20
LIPAN ISD	10
MILLSAP ISD	100
MINERAL WELLS ISD	5
PEASTER ISD	125
PERRIN-WHITT ISD	10
POOLVILLE ISD	45
SPRINGTOWN ISD	285
WEATHERFORD ISD	1040
CITY OF ALEDO	45
CITY OF AZLE	35
CITY OF FORT WORTH	55
CITY OF MILLSAP	0
CITY OF MINERAL WELLS	10
CITY OF RENO	15
CITY OF SANCTUARY	0
CITY OF SPRINGTOWN	30
CITY OF WEATHERFORD	255
CITY OF WILLOW PARK	55
PARKER COUNTY	1020
WEATHERFORD COLLEGE	370

RESOLUTION 2024-22

RESOLUTION ELECTING CANDIDATES FOR THE PARKER COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, an election is to be held whereby all taxing units of Parker County, Texas entitled to vote will cast ballots for the election of the Board of Directors for the Parker County Appraisal District of Parker County, Texas for a term beginning January 1, 2025; and

WHEREAS, the City of Azle of Parker County is a taxing unit in said county and is entitled to cast votes in said election; and

NOW THEREFORE, BE IT RESOLVED by the City of Azle.
that the votes of said taxing unit be cast as follows:

CANDIDATE	VOTES CAST

BE IT HEREBY FURTHER RESOLVED, that the vote as stated above be certified to the Chief Appraiser of the Parker County Appraisal District, Parker County, Texas.

Passed this _____ day of _____, 2024.

Alan Brundrett, Mayor

ATTEST:

Yael Hoffman, City Secretary