



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

May 20, 2025

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

Dr. Paul Brownback, senior pastor at The Abbey Church

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

PRESENTATIONS

1. FY 2025 2nd Quarter Financial Report
Stephen Barnes, Finance Director
2. FY 2025 2nd Quarter Investment Report
Stephen Barnes, Finance Director

ACTION ITEMS

3. Consider any action on the May 6 2025, Regular council meeting minutes and May 13, 2025 special council meeting minutes.
Yael Hoffman, City Secretary
4. Consider any action accepting the Verification of Cybersecurity Training Program Completion
Stephen Barnes, Finance Director
5. Consider any action on Ordinance No. 2025-08 revising the composition of the Beautification Board and reappointing Alan Brundrett to the Beautification Board (Place 6).
Tom Muir, City Manager
6. Consider any action authorizing the City Manager to renew the interlocal agreement with the City of Pelican Bay for police dispatch and detention services
Ben Hall, Police Chief

PUBLIC HEARING

7. Conduct a public hearing to allow questions and comments regarding the City of Azle's 2024

Annual Drinking Water Quality Report (CCR)

Josh Henson, Water Plant Superintendent

8. Conduct a public hearing and consider any action on Ordinance No. 2025-06 regarding text amendments to Chapter 4 "Business Regulations", Chapter 14A "Zoning Ordinance," and Appendix A, "Fee Schedule," of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding new regulations pertaining to Short-Term Rentals (STRs) in Azle.

David Hawkins, Director of Planning and Development

DISCUSSION ITEMS

9. "Vehicle Repair" land use designation.

David Hawkins, Director of Planning and Development

10. Cats

Tom Muir, City Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

- **551.087 – DELIBERATION REGARDING ECONOMIC NEGOTIATIONS**

Discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations for 317 W. Main St.

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 05-16-2025, 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, MMC
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: Stephen Barnes, Finance Director
Agenda Item: FY 2025 2nd Quarter Financial Report

Background and Explanation:

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. FY 2025 2nd Quarter Financial Report

FY 2025 2nd Quarter Financial Report

Presentation Outline

Funds

General

Utility

Debt Service

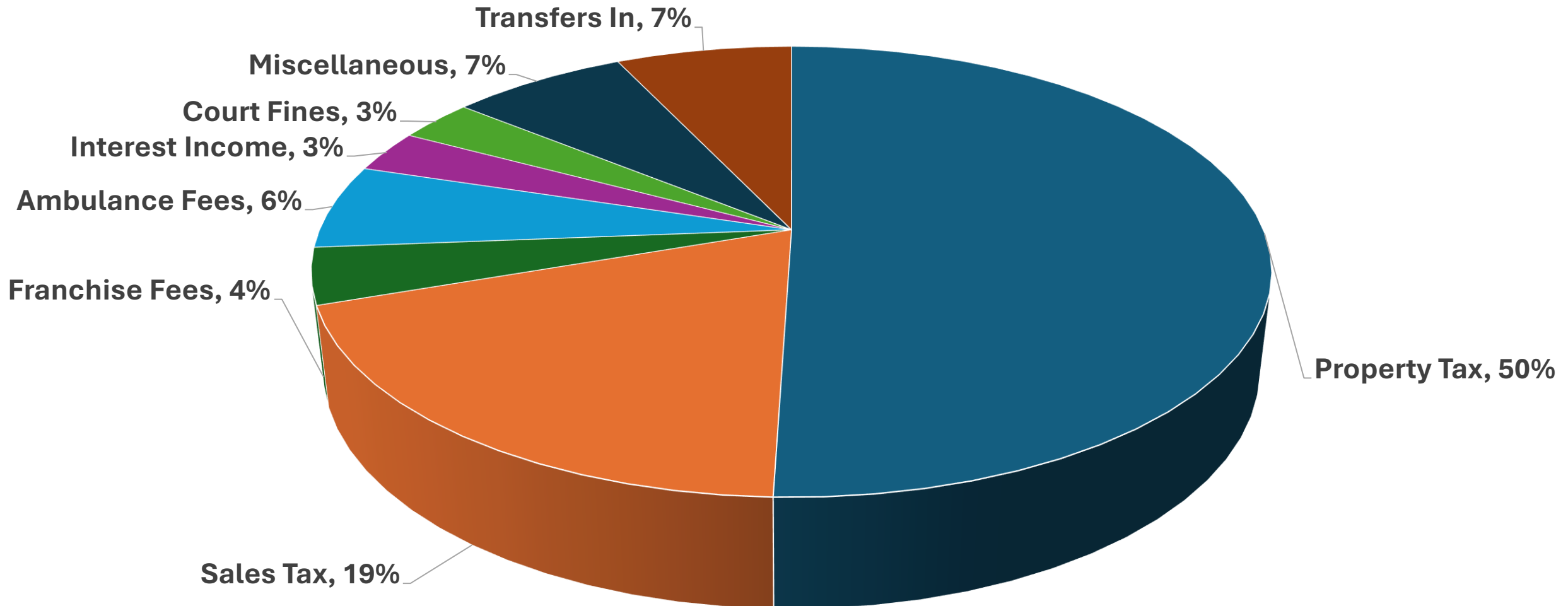
General Capital Projects

Municipal Development District

Golf

General Fund Budgeted Revenue

\$18,087,636

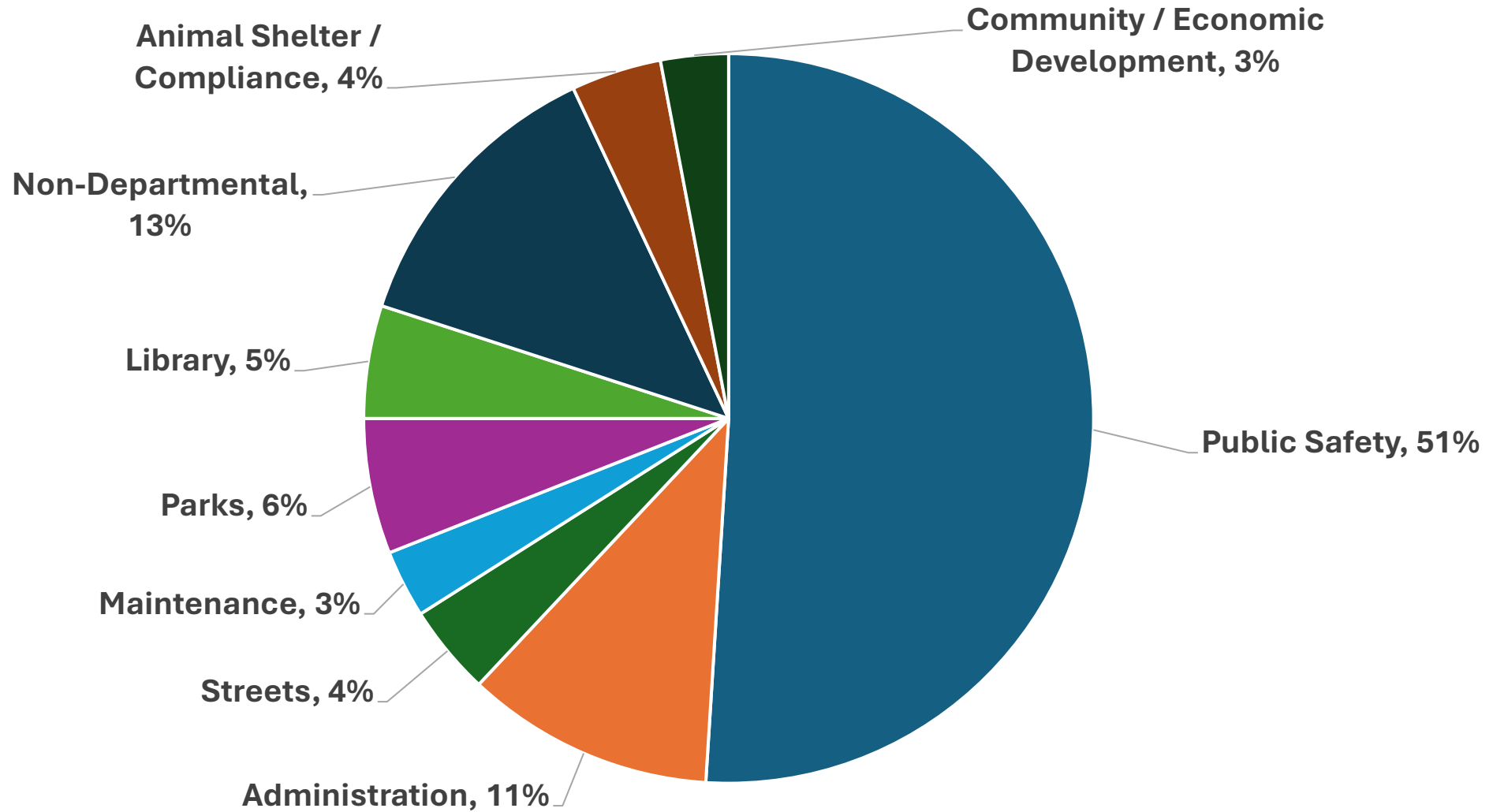


General Fund Revenue

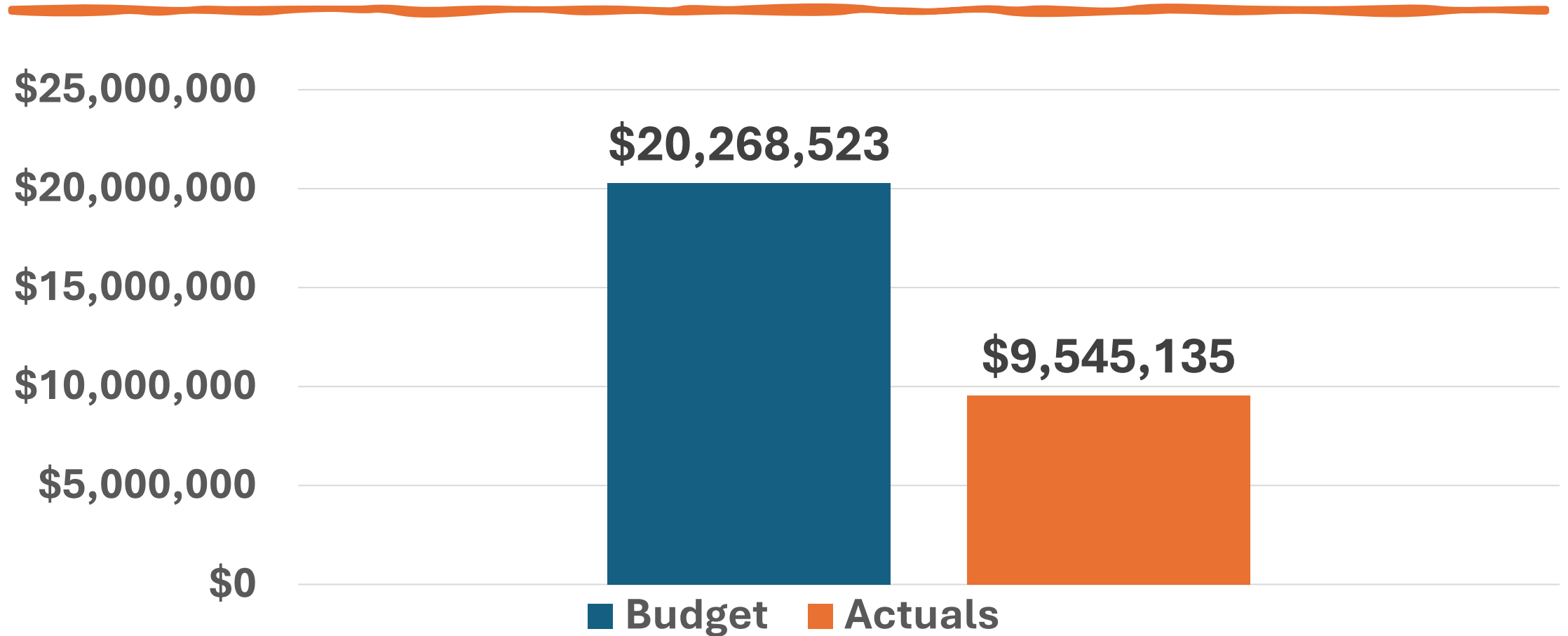
Source	Budget	Actual	Percentage Collected
Property Taxes	9,013,009	8,318,554	92%
Sales Taxes	3,425,000	1,965,652	57%
Miscellaneous	1,349,750	1,224,769	91%
Transfers In	1,314,877	657,510	50%
Ambulance Fees	1,085,000	705,225	65%
Franchise Fees	760,000	409,252	54%
Interest Income	590,000	287,170	49%
Court Fines	550,000	288,251	52%
Total	\$18,087,636	\$13,856,384	77%

General Fund Budgeted Expenditures

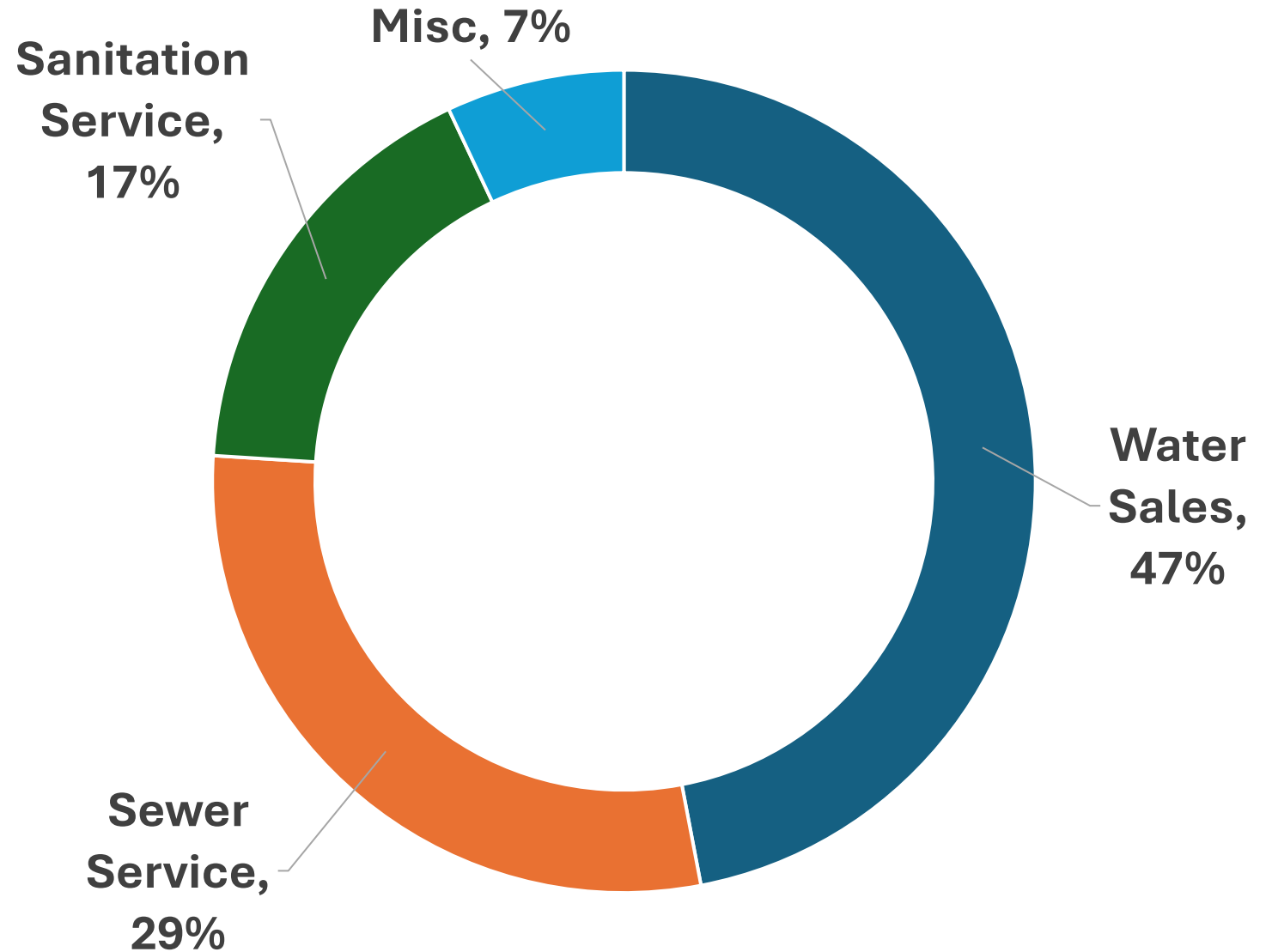
\$20,268,523



General Fund Expenditures (Budget Vs. Actuals)



**Utility Fund
Budgeted
Revenue
\$10,344,854**



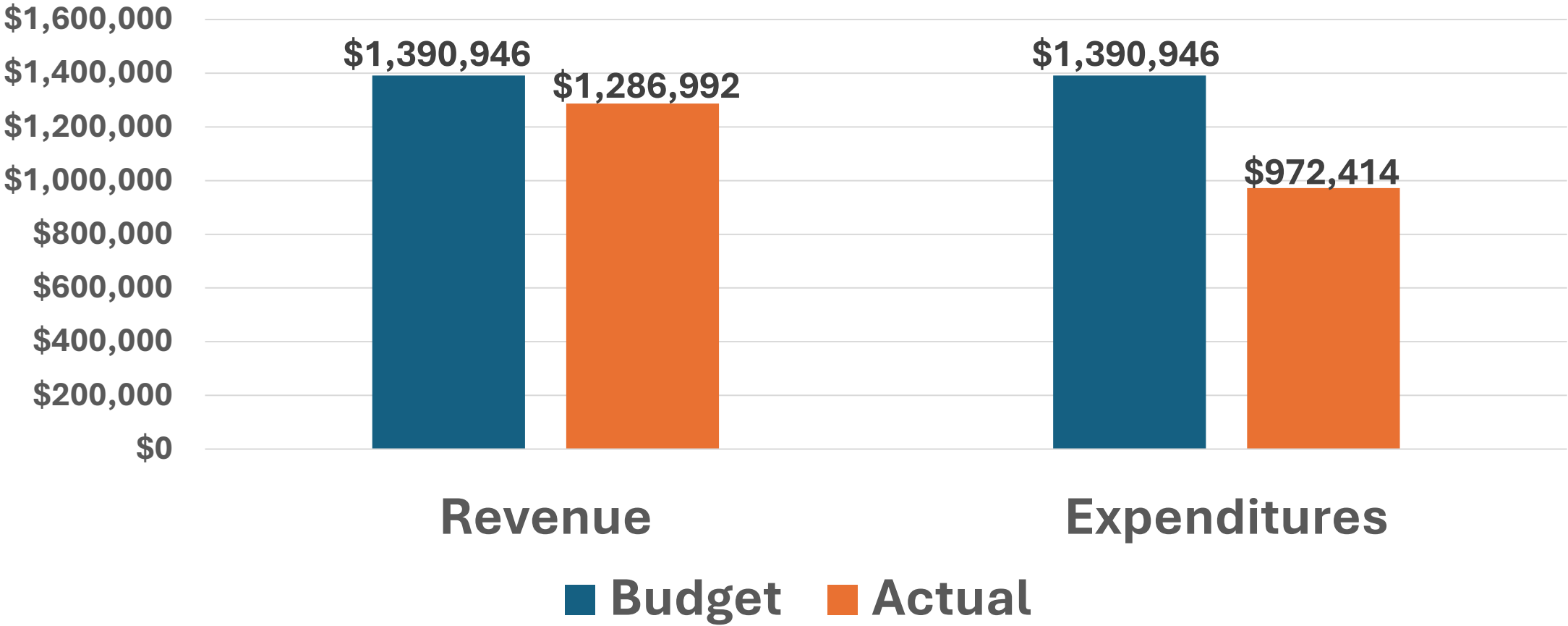
Utility Fund Revenue

Source	Budget	Actual	Percentage Collected
Water Sales	4,870,600	2,198,053	45%
Sewer Services	3,050,000	1,515,487	50%
Sanitation Services	1,732,000	799,860	46%
Miscellaneous	692,254	339,412	49%
Total	\$10,344,854	\$4,852,812	47%

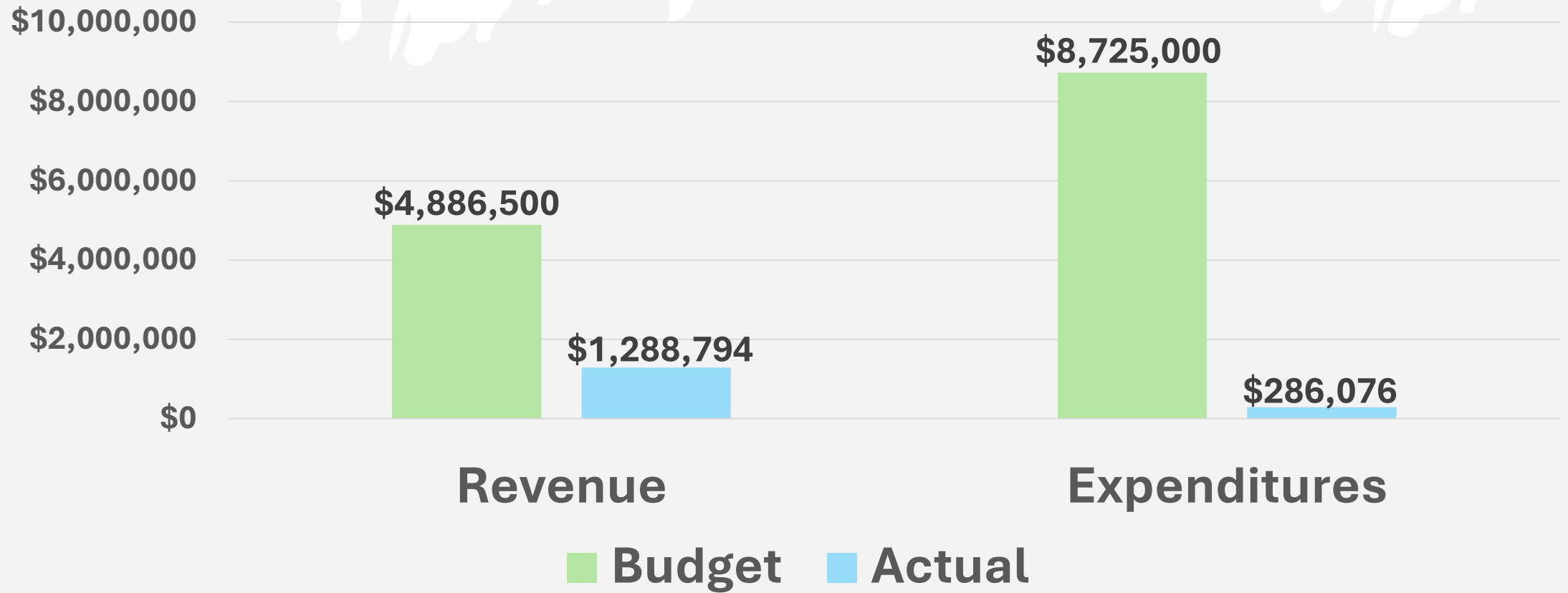
Utility Fund Expenditures

Department	Budget	Actual	Percentage
Utility Administration	210,097	99,470	47%
Water	2,129,713	893,438	42%
Wastewater	1,603,424	725,660	45%
Utility Maintenance	1,793,913	1,174,607	65%
Utility Billing	505,451	274,734	54%
Non-Departmental	3,091,757	1,981,373	64%
Transfer Out	1,455,246	727,623	50%
Total	\$10,789,601	\$5,876,904	54%

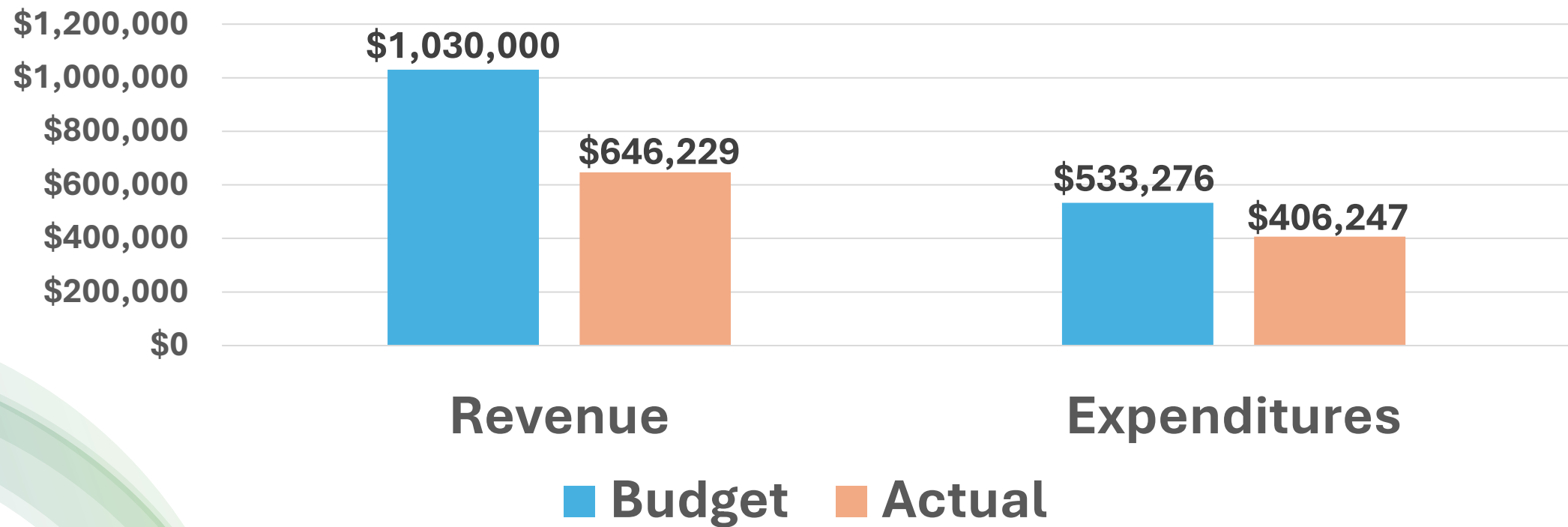
Debt Service Fund



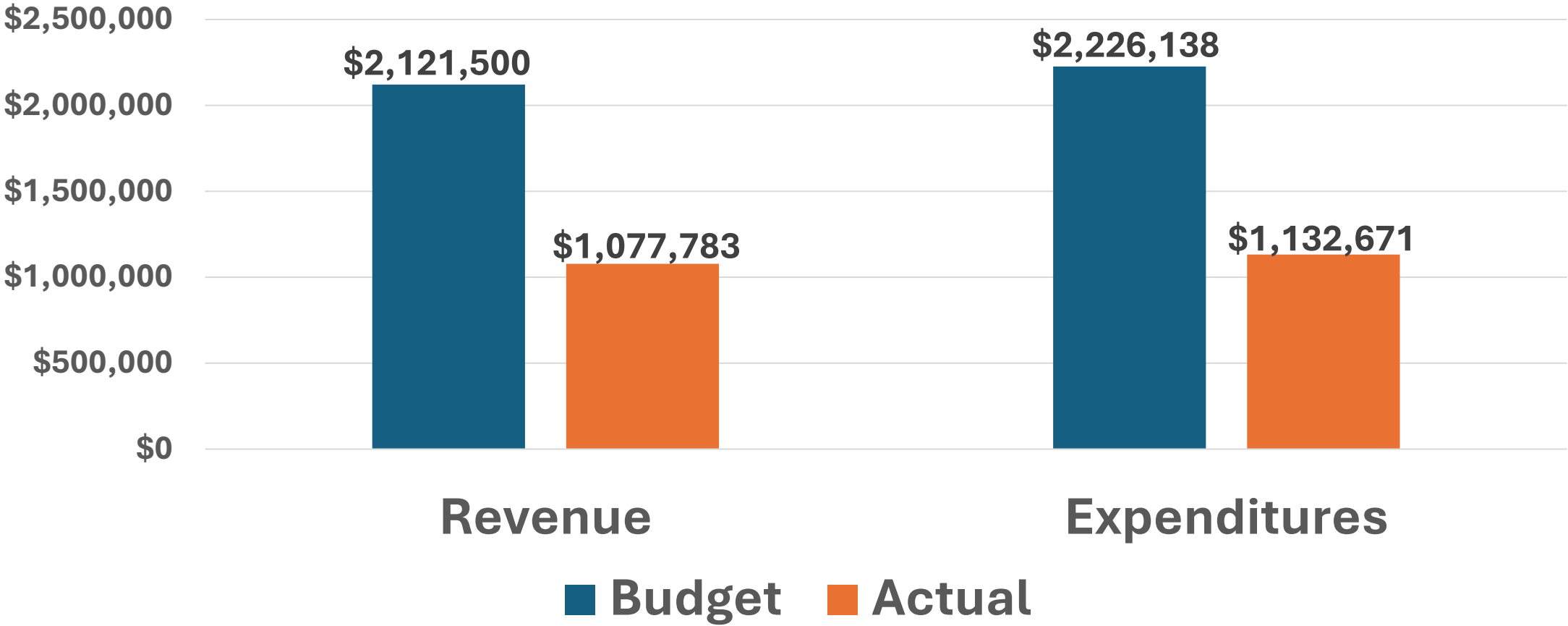
General Capital Projects Fund



Municipal Development District Fund



Golf Fund





Presenter: Stephen Barnes, Finance Director
Agenda Item: FY 2025 2nd Quarter Investment Report

Background and Explanation:

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. FY 2025 2nd Quarter Investment Report



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2025

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Azle is in compliance with the Public Funds Investment Act and the City of Azle Investment Policy.

Stephen Barnes
Investment Officer

Angela Garret
Investment Officer

Disclaimer: These reports were compiled using information provided by the City of Azle. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment adviser fees.

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2024		March 31, 2025		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
DDA/MMA/NOW	\$ 13,965,688	\$ 13,965,688	\$ 14,737,772	\$ 14,737,772	3.75%
Pools/MMMF	21,672,595	21,672,595	26,019,944	26,019,944	4.34%
CDs/Securities	12,737,702	12,737,702	12,707,973	12,707,973	4.64%
Totals	\$ 48,375,984	\$ 48,375,984	\$ 53,465,689	\$ 53,465,689	4.25%

Current Quarter Portfolio Performance (1)		Fiscal Year-to-Date Portfolio Performance (2)	
Average Quarterly Yield	4.25%	Average Quarter-End Yield	4.36%
Rolling Three Month Treasury	4.34%	Rolling Three Month Treasury	4.45%
Rolling Six Month Treasury	4.34%	Rolling Six Month Treasury	4.49%
TexPool	4.33%	Average Quarter-End TexPool Yield	4.45%

Interest Earnings (Approximate)		Bank Fee Offsets	
Quarterly Interest Earnings	\$ 552,671	Quarterly Bank Fee Offsets	\$ 1,610
Fiscal YTD Interest Earnings	\$ 1,086,543	Fiscal YTD Bank Fee Offsets	\$ 2,808

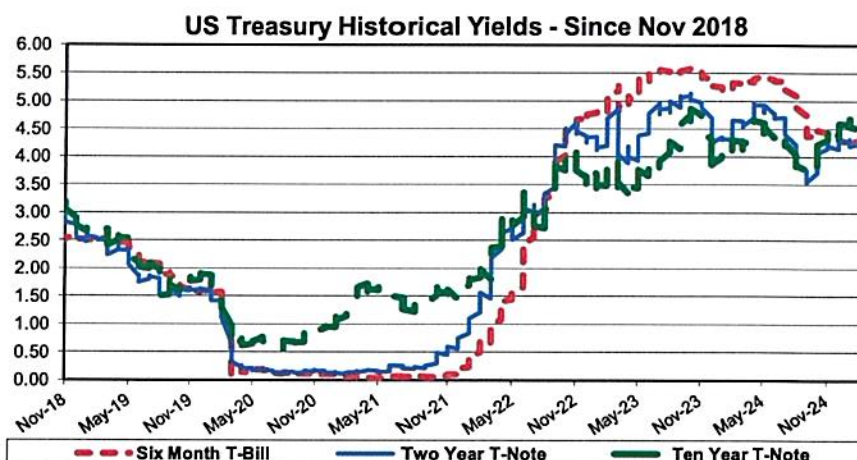
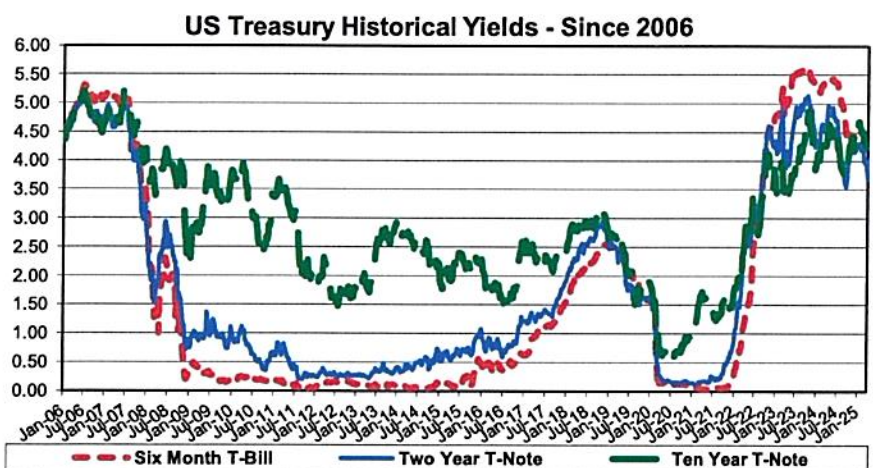
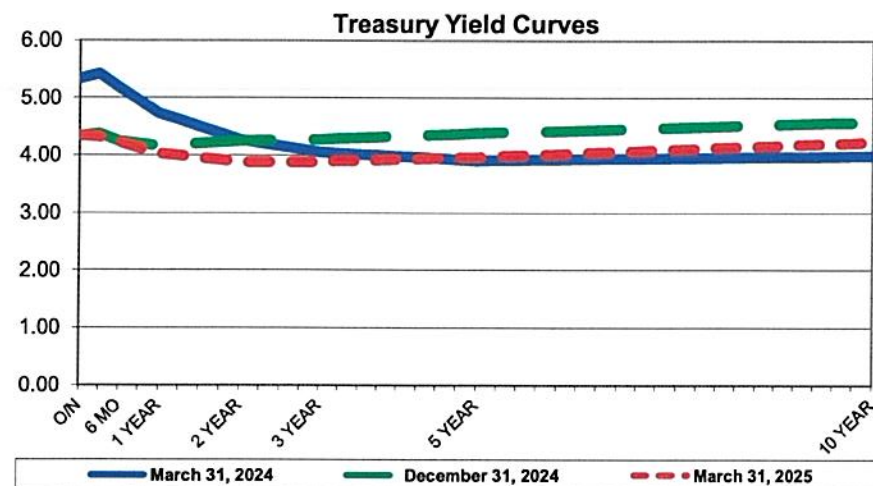
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

3/31/2025

The Federal Open Market Committee (FOMC) kept the Fed Funds target range at 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts are volatile with current estimates at four 0.25% cuts projected during 2025. March Non-Farm Payroll increased to +228k new jobs, but the Three Month Rolling Average decreased to +152k (from the previous +200k). Fourth Quarter 2024 final GDP ticked up to +2.4% with 2.8% expansion for all of 2024. The S&P 500 Stock Index dipped +/-3% in March to under 5,600. The yield curve flattened with a slight checkmark shape. Crude Oil bounced +/- \$70 per barrel. Inflation remains above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.1%). Declining global economic outlook and ongoing/expanding international political disruptions increases uncertainty.



Investment Holdings
March 31, 2025

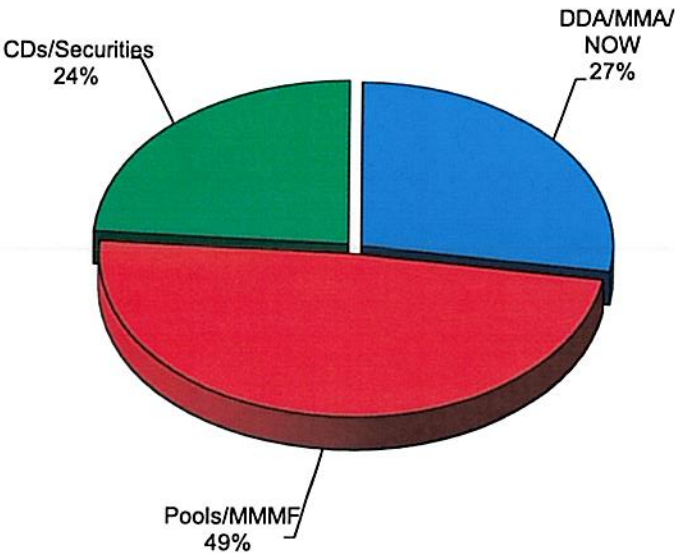
Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face\ Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Herring Bank		1.21%	04/01/25	03/31/25	\$ 238,630	\$ 238,630	1.00	\$ 238,630	1	1.21%
PNC Bank (3)		0.19%	04/01/25	03/31/25	2,394,542	2,394,542	1.00	2,394,542	1	0.19%
NexBank MMA		4.50%	04/01/25	03/31/25	12,104,600	12,104,600	1.00	12,104,600	1	4.50%
TexSTAR	AAAm	4.34%	04/01/25	03/31/25	18,073,516	18,073,516	1.00	18,073,516	1	4.34%
TexPool	AAAm	4.33%	04/01/25	03/31/25	7,946,428	7,946,428	1.00	7,946,428	1	4.33%
East West Bank CD		5.29%	05/28/25	05/28/24	1,590,364	1,590,364	100.00	1,590,364	58	5.43%
BOK Financial CDARS		4.93%	06/19/25	06/22/23	1,091,551	1,091,551	100.00	1,091,551	80	5.05%
BOK Financial CDARS		4.93%	06/26/25	06/29/23	1,090,521	1,090,521	100.00	1,090,521	87	5.05%
American Nat'l Bank & Trust CDARS		5.00%	08/14/25	08/16/23	1,084,617	1,084,617	100.00	1,084,617	136	5.12%
East West Bank CD		4.46%	08/26/25	08/26/24	513,497	513,497	100.00	513,497	148	4.56%
East West Bank CD		4.34%	11/26/25	11/26/24	1,583,843	1,583,843	100.00	1,583,843	240	4.44%
East West Bank CD		4.24%	12/22/25	12/20/24	560,821	560,821	100.00	560,821	266	4.33%
East West Bank CD		4.10%	03/04/26	03/04/25	1,666,261	1,666,261	100.00	1,666,261	338	4.18%
ExtraCo Bank CD		4.43%	08/28/26	02/28/25	500,000	500,000	100.00	500,000	515	4.50%
First Nat'l Bank CDARS		3.96%	09/10/26	09/12/24	1,022,045	1,022,045	100.00	1,022,045	528	4.04%
ExtraCo Bank CDARS		4.40%	03/04/27	03/06/25	1,003,140	1,003,140	100.00	1,003,140	703	4.50%
BOK Financial CDARS		3.99%	03/18/27	03/20/25	1,001,312	1,001,312	100.00	1,001,312	717	4.07%
					\$ 53,465,689	\$ 53,465,689		\$ 53,465,689	72	4.25%
									(1)	(2)

(1) **Weighted average life** - Pools, Money Market Funds, and Bank Deposits are assumed to have a one day maturity.

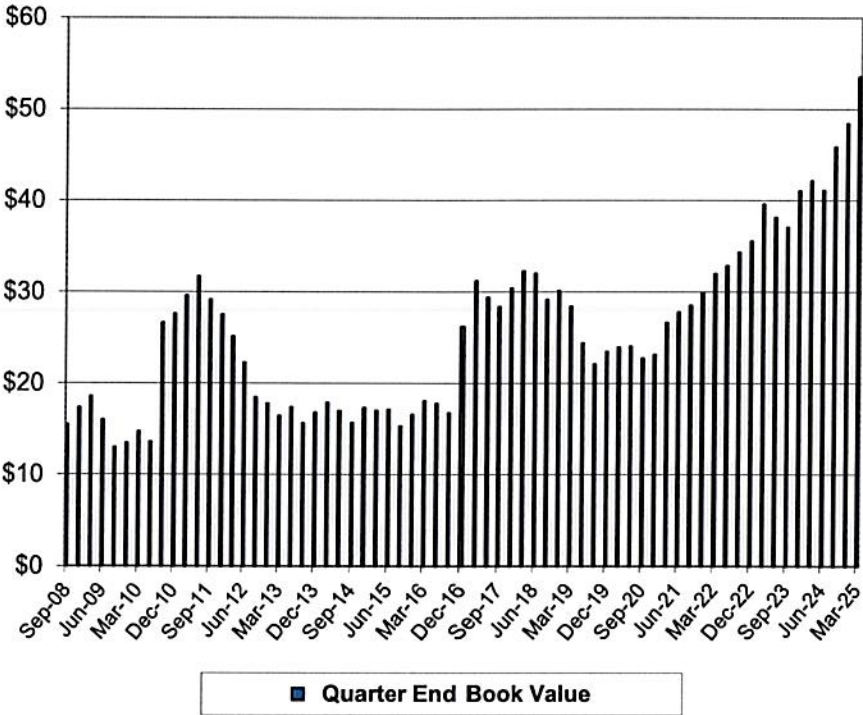
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Adjusted Book Value, adviser fees and realized and unrealized gains/losses are not considered. The pool and mutual fund yields are the average for the last month of the quarter. Bank deposit yields are estimated from the monthly allocated earnings.

(3) **Compensating Balances** - PNC Bank Balances generate earnings credit to offset most bank fees.

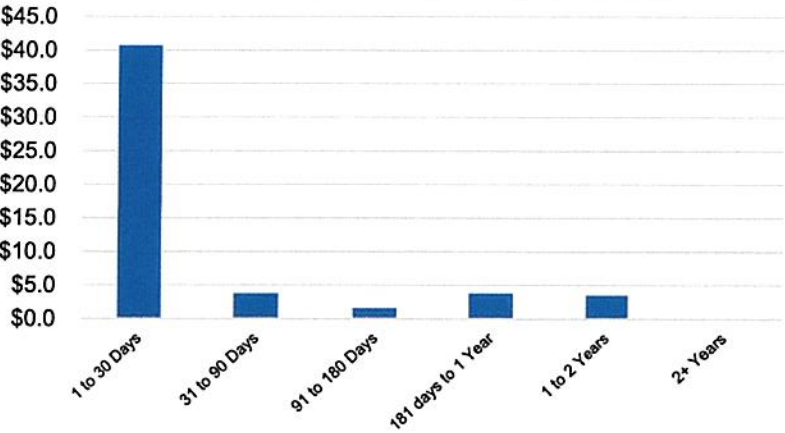
Portfolio Composition



Total Portfolio (Millions)



Distribution by Maturity Range (Millions)



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/24	Increases	Decreases	Book Value 03/31/25	Market Value 12/31/24	Change in Market Value	Market Value 03/31/25
Herring Bank	1.21%	04/01/25	\$ 237,907	\$ 722	\$ —	\$ 238,630	\$ 237,907	\$ 722	\$ 238,630
PNC Bank (3)	0.19%	04/01/25	1,757,871	636,671	—	2,394,542	1,757,871	636,671	2,394,542
NexBank MMA	4.50%	04/01/25	11,969,909	134,691	—	12,104,600	11,969,909	134,691	12,104,600
TexSTAR	4.34%	04/01/25	13,488,133	4,585,383	—	18,073,516	13,488,133	4,585,383	18,073,516
TexPool	4.33%	04/01/25	8,184,462	—	(238,033)	7,946,428	8,184,462	(238,033)	7,946,428
East West Bank CD	5.21%	02/26/25	1,566,130	—	(1,566,130)	—	1,566,130	(1,566,130)	—
East West Bank CD	5.21%	03/04/25	1,646,758	—	(1,646,758)	—	1,646,758	(1,646,758)	—
Texas Capital Bank CD	4.70%	03/20/25	1,086,036	—	(1,086,036)	—	1,086,036	(1,086,036)	—
East West Bank CD	5.43%	05/28/25	1,569,755	20,608	—	1,590,364	1,569,755	20,608	1,590,364
BOK Financial CDARS	5.05%	06/19/25	1,078,371	13,180	—	1,091,551	1,078,371	13,180	1,091,551
BOK Financial CDARS	5.05%	06/26/25	1,077,353	13,167	—	1,090,521	1,077,353	13,167	1,090,521
American Nat'l Bank & Trust CDARS	5.12%	08/14/25	1,071,328	13,289	—	1,084,617	1,071,328	13,289	1,084,617
East West Bank CD	4.56%	08/26/25	507,881	5,616	—	513,497	507,881	5,616	513,497
East West Bank CD	4.44%	11/26/25	1,566,985	16,858	—	1,583,843	1,566,985	16,858	1,583,843
East West Bank CD	4.33%	12/22/25	554,989	5,832	—	560,821	554,989	5,832	560,821
East West Bank CD	4.18%	03/04/26	—	1,666,261	—	1,666,261	—	1,666,261	1,666,261
ExtraCo Bank CD	4.50%	08/28/26	—	500,000	—	500,000	—	500,000	500,000
First Nat'l Bank CDARS	4.04%	09/10/26	1,012,115	9,931	—	1,022,045	1,012,115	9,931	1,022,045
ExtraCo Bank CDARS	4.50%	03/04/27	—	1,003,140	—	1,003,140	—	1,003,140	1,003,140
BOK Financial CDARS	4.07%	03/18/27	—	1,001,312	—	1,001,312	—	1,001,312	1,001,312
TOTAL			\$ 48,375,984	\$ 9,626,662	\$ (4,536,957)	\$ 53,465,689	\$ 48,375,984	\$ 5,089,705	\$ 53,465,689

Allocation
March 31, 2025
Book & Market Value

Fund	Total	Herring Bank - Backup	PNC Bank	NexBank MMA	TexSTAR	TexPool	East West Bank CD 05/28/25	BOK Financial CDARS 06/19/25	BOK Financial CDARS 6/26/25	American Nat'l Bank CDARS 08/14/25
Operating	\$ 2,592,066	\$ 238,630	\$ 2,353,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund	16,994,390	-	-	2,692,523	8,268,767	44,788	-	545,776	545,260	-
Utility Fund	5,223,703	-	-	2,895,775	43,033	-	-	545,776	-	-
Utility Impact	1,028,191	-	-	1,028,191	-	-	-	-	-	-
Utility Capital Projects	435,334	-	-	238,172	197,162	-	-	-	-	-
Utility CIP Fund	653,702	-	-	-	-	-	-	-	-	-
Gas Well - Golf Course	290,758	-	-	-	-	290,758	-	-	-	-
Gas Well Royalty	158,848	-	-	-	-	158,848	-	-	-	-
Developer Proportionality Funds	1,250,380	-	-	-	-	1,250,380	-	-	-	-
Water Impact Fees	1,481,337	-	-	-	-	1,481,337	-	-	-	-
Sewer Impact Fees	2,364,889	-	-	571,337	1,232,730	-	-	-	-	-
Police Seizure Escrow	10,493	-	10,493	-	-	-	-	-	-	-
Police Evidence	30,612	-	30,612	-	-	-	-	-	-	-
Sales Tax Street Maintenance	490,724	-	-	374,974	115,750	-	-	-	-	-
Crime Control and Prevention	442,373	-	-	-	-	442,373	-	-	-	-
Municipal Development District	3,510,661	-	-	-	-	2,426,044	-	-	-	1,084,617
MDD - Capital Projects	116,959	-	-	-	-	116,959	-	-	-	-
General Capital Project	3,624,250	-	-	2,829,068	-	-	795,182	-	-	-
Storm Water	641,471	-	-	-	-	96,211	-	-	545,260	-
Court Technology	24,920	-	-	-	24,920	-	-	-	-	-
Court Security	86,402	-	-	-	69,260	17,142	-	-	-	-
Hotel/Motel Tax	377,834	-	-	-	377,834	-	-	-	-	-
Animal Control Donations	45,847	-	-	-	45,847	-	-	-	-	-
Animal Medical Fund	39,723	-	-	-	39,723	-	-	-	-	-
Animal Shelter Donations	306,933	-	-	-	-	306,933	-	-	-	-
Golf Course	739,107	-	-	448,717	290,390	-	-	-	-	-
Utility I&S	16,985	-	-	-	11,329	5,656	-	-	-	-
Debt Service I&S	293,435	-	-	-	293,435	-	-	-	-	-
2024 CO Bond Proceeds	5,888,384	-	-	-	5,888,384	-	-	-	-	-
2017A SWIFT CO's	227,535	-	-	-	227,535	-	-	-	-	-
TIRZ #1	3,130,026	-	-	1,025,844	-	1,309,000	795,182	-	-	-
TIRZ #1 - Tarrant County	919,551	-	-	-	919,551	-	-	-	-	-
Tree Reforestation Fund	22,082	-	-	-	22,082	-	-	-	-	-
Roadway Impact Fee Fund	5,784	-	-	-	5,784	-	-	-	-	-
Totals	\$ 53,465,689	\$ 238,630	\$ 2,394,542	\$ 12,104,600	\$ 18,073,516	\$ 7,946,428	\$ 1,590,364	\$ 1,091,551	\$ 1,090,521	\$ 1,084,617

Allocation
March 31, 2025
Book & Market Value

(Continued)

Fund	East West Bank CD 08/26/25	East West Bank CD 11/26/25	East West Bank CD 12/22/25	East West Bank CD 03/04/26	ExtraCo Bank CD 08/28/26	First Nat'l Bank CDARS 09/10/26	ExtraCo Bank CDARS 03/04/27	BOK Financial CDARS 03/18/27
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund	256,749	791,922	-	833,130	500,000	511,023	1,003,140	1,001,312
Utility Fund	256,749	791,922	-	179,428	-	511,023	-	-
Utility Impact	-	-	-	-	-	-	-	-
Utility Capital Projects	-	-	-	-	-	-	-	-
Utility CIP Fund	-	-	-	653,702	-	-	-	-
Gas Well - Golf Course	-	-	-	-	-	-	-	-
Gas Well Royalty	-	-	-	-	-	-	-	-
Developer Proportionality Funds	-	-	-	-	-	-	-	-
Water Impact Fees	-	-	-	-	-	-	-	-
Sewer Impact Fees	-	-	560,821	-	-	-	-	-
Police Seizure Escrow	-	-	-	-	-	-	-	-
Police Evidence	-	-	-	-	-	-	-	-
Sales Tax Street Maintenance	-	-	-	-	-	-	-	-
Crime Control and Prevention	-	-	-	-	-	-	-	-
Municipal Development District	-	-	-	-	-	-	-	-
MDD - Capital Projects	-	-	-	-	-	-	-	-
General Capital Project	-	-	-	-	-	-	-	-
Storm Water	-	-	-	-	-	-	-	-
Court Technology	-	-	-	-	-	-	-	-
Court Security	-	-	-	-	-	-	-	-
Hotel/Motel Tax	-	-	-	-	-	-	-	-
Animal Control Donations	-	-	-	-	-	-	-	-
Animal Medical Fund	-	-	-	-	-	-	-	-
Animal Shelter Donations	-	-	-	-	-	-	-	-
Golf Course	-	-	-	-	-	-	-	-
Utility I&S	-	-	-	-	-	-	-	-
Debt Service I&S	-	-	-	-	-	-	-	-
2024 CO Bond Proceeds	-	-	-	-	-	-	-	-
2017A SWIFT CO's	-	-	-	-	-	-	-	-
TIRZ #1	-	-	-	-	-	-	-	-
TIRZ #1 - Tarrant County	-	-	-	-	-	-	-	-
Tree Reforestation Fund	-	-	-	-	-	-	-	-
Roadway Impact Fee Fund	-	-	-	-	-	-	-	-
Totals	\$ 513,497	\$ 1,583,843	\$ 560,821	\$ 1,666,261	\$ 500,000	\$ 1,022,045	\$ 1,003,140	\$ 1,001,312

Allocation

December 31, 2024

Book & Market Value

Fund	Total	Herring Bank - Backup	PNC Bank	NexBank MMA	TexSTAR	TexPool	East West Bank CD 02/26/25	East West Bank CD 03/04/25	Texas Capital Bank CD 03/20/25
Operating	\$ 1,954,233	\$ 237,907	\$ 1,716,326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund	10,988,384	-	-	2,662,563	3,270,649	44,310	1,566,130	823,379	-
Utility Fund	5,166,130	-	-	2,863,553	42,573	-	-	177,328	-
Utility Impact	1,016,750	-	-	1,016,750	-	-	-	-	-
Utility Capital Projects	430,577	-	-	235,522	195,056	-	-	-	-
Utility CIP Fund	646,051	-	-	-	-	-	-	646,051	-
Gas Well - Golf Course	287,653	-	-	-	-	287,653	-	-	-
Gas Well Royalty	146,336	-	-	-	-	146,336	-	-	-
Developer Proportionality Funds	1,237,031	-	-	-	-	1,237,031	-	-	-
Water Impact Fees	1,465,523	-	-	-	-	1,465,523	-	-	-
Sewer Impact Fees	2,339,532	-	-	564,980	1,219,563	-	-	-	-
Police Seizure Escrow	6,627	-	6,627	-	-	-	-	-	-
Police Evidence	34,918	-	34,918	-	-	-	-	-	-
Sales Tax Street Maintenance	485,315	-	-	370,801	114,514	-	-	-	-
Crime Control and Prevention	479,894	-	-	-	-	479,894	-	-	-
Municipal Development District	4,623,355	-	-	-	-	2,465,991	-	-	1,086,036
MDD - Capital Projects	115,710	-	-	-	-	115,710	-	-	-
General Capital Project	3,582,466	-	-	2,797,588	-	-	-	-	-
Storm Water	859,455	-	-	-	-	320,779	-	-	-
Court Technology	20,397	-	-	-	20,397	-	-	-	-
Court Security	80,652	-	-	-	63,692	16,959	-	-	-
Hotel/Motel Tax	362,056	-	-	-	362,056	-	-	-	-
Animal Control Donations	45,357	-	-	-	45,357	-	-	-	-
Animal Medical Fund	39,299	-	-	-	39,299	-	-	-	-
Animal Shelter Donations	303,656	-	-	-	-	303,656	-	-	-
Golf Course	731,012	-	-	443,724	287,288	-	-	-	-
Utility I&S	728,399	-	-	-	722,804	5,595	-	-	-
Debt Service I&S	106,807	-	-	-	106,807	-	-	-	-
2024 CO Bond Proceeds	5,825,489	-	-	-	5,825,489	-	-	-	-
2017A SWIFT CO's	225,105	-	-	-	225,105	-	-	-	-
TIRZ #1	3,094,332	-	-	1,014,429	-	1,295,025	-	-	-
TIRZ #1 - Tarrant County	909,729	-	-	-	909,729	-	-	-	-
Tree Reforestation Fund	32,033	-	-	-	32,033	-	-	-	-
Roadway Impact Fee Fund	5,723	-	-	-	5,723	-	-	-	-
Totals	\$ 48,375,984	\$ 237,907	\$ 1,757,871	\$ 11,969,909	\$ 13,488,133	\$ 8,184,462	\$ 1,566,130	\$ 1,646,758	\$ 1,086,036

Allocation (Continued)
December 31, 2024
Book & Market Value

Fund	East West Bank CD 05/28/25	BOK Financial CDARS 06/19/25	BOK Financial CDARS 6/26/25	American Nat'l Bank CDARS 08/14/25	East West Bank CD 08/26/25	East West Bank CD 11/26/25	East West Bank CD 12/22/25	First Nat'l Bank CDARS 09/10/26
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund	-	539,186	538,677	-	253,941	783,493	-	506,057
Utility Fund	-	539,186	-	-	253,941	783,493	-	506,057
Utility Impact	-	-	-	-	-	-	-	-
Utility Capital Projects	-	-	-	-	-	-	-	-
Utility CIP Fund	-	-	-	-	-	-	-	-
Gas Well - Golf Course	-	-	-	-	-	-	-	-
Gas Well Royalty	-	-	-	-	-	-	-	-
Developer Proportionality Funds	-	-	-	-	-	-	-	-
Water Impact Fees	-	-	-	-	-	-	-	-
Sewer Impact Fees	-	-	-	-	-	-	554,989	-
Police Seizure Escrow	-	-	-	-	-	-	-	-
Police Evidence	-	-	-	-	-	-	-	-
Sales Tax Street Maintenance	-	-	-	-	-	-	-	-
Crime Control and Prevention	-	-	-	-	-	-	-	-
Municipal Development District	-	-	-	1,071,328	-	-	-	-
MDD - Capital Projects	-	-	-	-	-	-	-	-
General Capital Project	784,878	-	-	-	-	-	-	-
Storm Water	-	-	538,677	-	-	-	-	-
Court Technology	-	-	-	-	-	-	-	-
Court Security	-	-	-	-	-	-	-	-
Hotel/Motel Tax	-	-	-	-	-	-	-	-
Animal Control Donations	-	-	-	-	-	-	-	-
Animal Medical Fund	-	-	-	-	-	-	-	-
Animal Shelter Donations	-	-	-	-	-	-	-	-
Golf Course	-	-	-	-	-	-	-	-
Utility I&S	-	-	-	-	-	-	-	-
Debt Service I&S	-	-	-	-	-	-	-	-
2024 CO Bond Proceeds	-	-	-	-	-	-	-	-
2017A SWIFT CO's	-	-	-	-	-	-	-	-
TIRZ #1	784,878	-	-	-	-	-	-	-
TIRZ #1 - Tarrant County	-	-	-	-	-	-	-	-
Tree Reforestation Fund	-	-	-	-	-	-	-	-
Roadway Impact Fee Fund	-	-	-	-	-	-	-	-
Totals	\$ 1,569,755	\$ 1,078,371	\$ 1,077,353	\$ 1,071,328	\$ 507,881	\$ 1,566,985	\$ 554,989	\$ 1,012,115



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action on the May 6 2025, Regular council meeting minutes and May 13, 2025 special council meeting minutes.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Minutes 05-06-25
2. Minutes 05-13-2025



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

May 6, 2025

6:00 PM

Council Chambers

CALL TO ORDER

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

Members Present:

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

Staff Present:

Tom Muir	City Manager
Amber Beard	Assistant City Manager
Yael Hoffman	City Secretary
Andrea Russell	City Attorney
Will Scott	Fire Chief
Ben Hall	Police Chief
David Hawkins	Director of Planning and Development
Rick White	Director of Public Services
Curren McLane	Library Director
Victor Gonzalez	Assistant Library Director
Kristen Pegues	Community & Marketing Specialist
Amanda Scott	Special Events & Activities Coordinator

INVOCATION

Mr. Jason Malewiski, executive director of Servolution Network, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

None

PROCLAMATIONS

1. Proclamations:

- **Public Service Recognition Week: May 4-10**
- **Peace Officer Memorial Day: May 15 and National Police Week: May 12-18**
- **National Public Works Week: May 18-24**

- **Emergency Medical Services Week: May 18-24**
- **Small Business Week: May 4-10**

Mayor Brundrett read and presented proclamations to all organizations being recognized.

PRESENTATIONS

2. SafeHaven of Tarrant County.

Ronna Huckaby, Chief of Mission at SaveHaven, gave a brief presentation on the organization's activities.

ACTION ITEMS

3. Consider any action on the April 15, 2025 regular council meeting minutes.

Councilmember Rothenberger moved to approve the April 15, 2025 regular council meeting minutes, as presented. Mayor Pro Tem Goode seconded the motion.

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

4. Consider any action on the request by the Azle Area Ministerial Alliance to utilize Central Park; a fire truck; a waiver of the fees charged for Fire Department personnel and equipment; a waiver of fees for the rental of the Pavilion and Amphitheater; approving a Council Variance allowing the issuance of a fireworks permit and a waiver of the fireworks permit fee contingent on all requirements being met for the "Follow the Flag" event on July 4, 2025.

Councilmember Rothenberger moved to approve the request by the Azle Area Ministerial Alliance to utilize Central Park; a fire truck; a waiver of the fees charged for Fire Department personnel and equipment; a waiver of fees for the rental of the Pavilion and Amphitheater; approving a Council Variance allowing the issuance of a fireworks permit and a waiver of the fireworks permit fee contingent on all requirements being met for the "Follow the Flag" event on July 4, 2025. Mayor Pro Tem Goode seconded the motion.

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

5. Consider any action authorizing the City Manager to execute an interlocal cooperative purchasing agreement with TXShare.

Councilmember Rothenberger moved to authorize the City Manager to execute an interlocal cooperative purchasing agreement with TXShare. Councilmember Peek seconded the motion.

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

6. Consider any action on awarding the Vac-Truck Storage Building Project (Bid No. 2025-007)

Mayor Brundrett recognized Rick White, Director of Public Services, who explained the bid process. Staff recommended awarding this project to First Construction, LLC, for \$205,276.

Councilmember Rothenberger moved to award the Vac-Truck Storage Building Project (Bid No. 2025-007) to First Construction, LLC, for \$205,276. Councilmember Estes seconded the motion.

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

7. Consider any action on Resolution No. 2025-08 approving a grant application for the Texas MVCPA SB224 Theft Grant by the Police Department.

Mayor Brundrett recognized Chief Hall, who explained the grant application process.

Councilmember Rothenberger moved to approve Resolution No. 2025-08 approving a grant application for the Texas MVCPA SB224 Theft Grant by the Police Department, as presented. Mayor Pro Tem Goode seconded the motion.

8. Consider any action on Resolution No. 2025-09 agreeing to meet all match contribution requirements and committing \$22,500 in match contribution to affordable housing for all activities undertaken through the HOME Investment Partnership Program.

Councilmember Rothenberger moved to approve Resolution No. 2025-09 agreeing to meet all match contribution requirements and committing \$22,500 in match contribution to affordable housing for all activities undertaken through the HOME Investment Partnership Program, as presented. Councilmember Conner seconded the motion.

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

PUBLIC HEARING

9. Conduct a public hearing and consider any action on Ordinance No. 2025-07 regarding a Planned Development (PD) District Amendment request for approximately 18.2434 acres of land, being described as a tract of land in the Nathan Almond Survey, Abstract No. 42, being a portion of that certain 8.76-acre tract of land described in a deed to William Earl Burtram and recorded in Instrument No. D207164501 of the official public records of Tarrant County, Texas, and also being the remaining portion of that certain 5.40-acre tract of land described in a deed to William Earl Burtram and wife, Brenda Lee Burtram recorded in Volume 8270, Page 649, of the Deed Records of Tarrant County, Texas and the remaining portion of Lot 2, Block 2, Almond Addition, an addition to the City of Azle, Tarrant County, Texas, according to the Plat recorded in Volume 388-209, Page 88, Plat Records of Tarrant County, Texas, said Lot 2 being conveyed to William Earl Burtram by deed and recorded in Instrument No. D207164499 of the Deed Records of Tarrant County, Texas. The property is generally located on the south side of Sandy Beach Road and east side of Boyd Road (FM 730 N), approximately 200 feet east of the Sandy Beach Rd. and Boyd Rd. intersection. The purpose of this Planned Development Amendment is to consider changing a few of the development standards for a multi-family residential development previously approved on Dec 2, 2003 by Ordinance No. 2003-30. Case No. Z2025-01

Mayor Brundrett recognized Director of Planning and Development David Hawkins, who presented the item regarding an approximately 18-acre property zoned as a Planned Development (PD) District for a 312-unit multi-family residential development, originally approved in 2003 by Ordinance No. 2003-30. The property, which includes a 5,000-square-foot commercial pad site fronting Boyd Road, has never been developed but remains zoned as a PD. Now under new ownership, the applicant is ready to proceed and is requesting amendments to the original PD development standards and concept plan. Proposed changes include revising the unit mix, reducing the minimum square footage for two-bedroom units, updating parking ratios to allow carports/covered spaces, increasing the size of the commercial building, increasing floor-to-ceiling heights while maintaining three-story buildings, and adjusting the site layout while keeping the total number of buildings at thirteen. The applicant is also asking to postpone submission of the Tree Survey until the site plan application stage. Mr. Hawkins noted that the Planning and Zoning Commission approved the request on April 3, 2025, with a vote of 5-0 (2 Commissioners were absent).

Tommy Mann with Winstead Attorneys, 500 Winstead Building, Dallas, TX presented the proposed amendments to the PD ordinance to the City Council. Sean Alibrando, developer with Asvalo Real Estate, also addressed the Council.

Mayor Brundrett opened the public hearing at 6:58 PM.

Russell Thomas, 2105 Country Club Road, expressed concern that the property is located within the 100-year flood zone and will require a flood study and FEMA approval, among other issues within this area.

Bart A. Rue, 1570 Jackson Trail, stated he is against this development, stating the apartment complex's tax-exempt status would negatively impact the city's long-term revenue.

Pam Malhota, 328 Sandy Beach Rd, is against this project, saying it would increase area traffic and create a financial burden on the city and school district due to the tax-exempt nature of the development.

Brenda Ball, #7 Kona Dr, shared her objections to the proposed development.

Karla Manker, 808 Wood Trail, also spoke against this project.

Mayor Brundrett closed the public hearing at 7:31 PM.

Mayor Brundrett convened to Executive Session under section 551.071 Consultation with the City Attorney and Pecos Housing Finance Corp at 7:32 PM.

Mayor Brundrett reconvened to open session at 8:32 PM.

Discussion was held on ownership of the property and proposed standards for the PD.

Mayor Pro Tem Goode moved to Deny Ordinance No. 2025-07 regarding a Planned Development (PD) District Amendment request for approximately 18.2434 acres of land, being described as a tract of land in the Nathan Almond Survey, Abstract No. 42, being a portion of that certain 8.76-acre tract of land described in a deed to William Earl Burtram and recorded in Instrument No. D207164501 of the official public records of Tarrant County, Texas, and also being the remaining portion of that certain 5.40-acre tract of land described in a deed to William Earl Burtram and wife, Brenda Lee Burtram recorded in Volume 8270, Page 649, of the Deed Records of Tarrant County, Texas and the remaining portion of Lot 2, Block 2, Almond Addition, an addition to the City of Azle, Tarrant County, Texas, according to the Plat recorded in Volume 388-209, Page 88, Plat Records of Tarrant County, Texas, said Lot 2 being conveyed to William Earl Burtram by deed and recorded in Instrument No. D207164499 of the Deed Records of Tarrant County, Texas. The property is generally located on the south side of Sandy Beach Road and east side of Boyd Road (FM 730 N), approximately 200 feet east of the Sandy Beach Rd. and Boyd Rd. intersection. The purpose of this Planned Development Amendment is to consider changing a few of the development standards for a multi-family residential development previously approved on Dec 2, 2003 by Ordinance No. 2003-30. Case No. Z2025-01. Councilmember Peek seconded the motion.

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

DISCUSSION ITEMS

10. Preserving historical buildings

Mayor Pro-tem Goode asked about possible measures to preserve historical buildings in the city. City Attorney Andrea Russell will check how other cities address this and will return with more information.

11. Lot sizes and setbacks

The Council would like to address the minimum lot width. Director of Planning and Development David Hawkins will research the matter and bring it back to the Council for review at a future meeting.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

- Expiration dates for Planned Developments.
- Advise Council of any Planned Developments that have been approved, but no action has been taken.

- Cats

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- The first Concert in the Park had a good turnout, considering the weather.
- Azle ISD Graduation is scheduled for May 22, 2025.
- May 13 - the City will host a Farewell Reception for Mayor Brundrett
- A Special Meeting will be held on May 13, 2025, which will include recognition for outgoing Mayor Alan Brundrett and the swearing-in of the incoming mayor and council members.

EXECUTIVE SESSION

**551.071 CONSULTATION WITH THE CITY ATTORNEY
Pecos Housing Finance Corp.**

12. Take any action pursuant to executive session.

ADJOURNMENT

Mayor Brundrett adjourned at 09:05 PM.

Presented and approved on 05-20-2025.

Randa Goode, Mayor

Attest:

Yael Hoffman, TRMC, CMC
City Secretary



MINUTES

Special Meeting

Azle City Council

505 W. Main Street
Azle, Texas 76020

May 13, 2025

6:00 PM

Council Chambers

CALL TO ORDER

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

Members Present:

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

Staff Present:

Tom Muir	City Manager
Amber Beard	Assistant City Manager
Yael Hoffman	City Secretary
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Ben Hall	Police Chief
David Hawkins	Director of Planning and Development
Curren McLane	Library Director
Victor Gonzalez	Assistant Library Director
Matt Sommerfield	Cross Timbers Golf Course General Manager

INVOCATION

David Shaffer - Son Shine Ministries, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

See Item #1.

ACTION ITEMS

1. 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.

Mayor Brundrett convened to Executive Session at 6:04 PM
551.071 CONSULTATION WITH THE CITY ATTORNEY

Pecos Housing Finance Corp.

Mayor Brundrett reconvened to open meeting at 6:35 PM

Bart A. Rue - 328 Sandy Beach Rd - addressed the council on the ownership issues of this property.

Councilmember Peek moved that the city withdraw their consent for the 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 Pro Tem Goode seconded the motion.

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

EXECUTIVE SESSION

**551.071 CONSULTATION WITH THE CITY ATTORNEY
Pecos Housing Finance Corp.**

- 2. Consider any action authorizing the city attorney's office to commence legal proceedings against Pecos Housing Finance Corporation and other appropriate parties regarding removal of property from ad valorem tax rolls.**

Councilmember Nelson moved to authorize the city attorney's office to commence legal proceedings against Pecos Housing Finance Corporation and other appropriate parties regarding removal of property from ad valorem tax rolls. Councilmember Estes seconded the motion.

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

PRESENTATIONS

- 3. Certificate of Election.
Written Statement of Elected Officers and Oath of Office.**

Mayor Brundrett swore in returning council members, Stacy Peek and Brian Conner; newly elected council member, Josh Berry; and new mayor, Randa Goode.

Mayor Goode thanked Alan Brundrett for his 22 years of service and all he has done for the citizens of the city. She presented Mr. Brundrett with a plaque and a photo signed by city employees. The Council also agreed to rename the splash pad, **Mayor Brundrett's Central Splash**, in his honor.

- 4. Consider any action on the election of the Mayor Pro Tem for a one-year term (2025-26).**

Councilmember Rothenberger moved to elect Councilmember Stacy Peek for Mayor Pro Tem for a one-year term (2025-26). Councilmember Estes seconded the motion.

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

ADJOURNMENT

Mayor Goode adjourned at 7:08 PM.

Presented and approved on 05-20-2025

Randa Goode, Mayor

Attest:

Yael Hoffman, TRMC, MMC
City Secretary



Presenter: Stephen Barnes, Finance Director

Agenda Item: Consider any action accepting the Verification of Cybersecurity Training Program Completion

Background and Explanation:

In accordance with Texas Government Code Chapter 2054, employees who have access to the City's computer system and use a computer for at least 25 percent of their duties are required to complete a cybersecurity training course annually. The training program must be certified by the Texas Department of Information Resources (DIR). With the assistance of VersaTrust, the City contracts with InfoSec IQ, a certified cybersecurity training source. The training program for FY 2025 began on March 10 and included employees as of that date.

The Government Code requires the governing body to verify and report on the completion of the training program. A list of employees who have completed the training has been included for your review. All employees who are required to take the training have completed it and the city has achieved 100% compliance. Verification must be submitted to DIR by August 31st. Upon approval, City Staff will submit this verification electronically to the DIR.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Staff Recommends Approval

Attachments:

1. City of Azle Cybersecurity Training Program Results

First Name	Last Name	Course Name	Progress (%)
Atilano	Arreola	TX DIR Security Awareness 2025	100%
Austin	Bray	TX DIR Security Awareness 2025	100%
Ava	Bryant	TX DIR Security Awareness 2025	100%
Alesha	Castro	TX DIR Security Awareness 2025	100%
Anthony	DiGiovanni	TX DIR Security Awareness 2025	100%
Amanda	Scott	TX DIR Security Awareness 2025	100%
Angelia	Garrett	TX DIR Security Awareness 2025	100%
Anna	Richards	TX DIR Security Awareness 2025	100%
Angel	Perez	TX DIR Security Awareness 2025	100%
Angelique	Scott	TX DIR Security Awareness 2025	100%
Angelique	Scott	TX DIR Security Awareness 2025	100%
Ashton	Temple	TX DIR Security Awareness 2025	100%
Amber	Watson	TX DIR Security Awareness 2025	100%
Adam	Williams	TX DIR Security Awareness 2025	100%
Bailey	Barnard	TX DIR Security Awareness 2025	100%
Brandon	Bowling	TX DIR Security Awareness 2025	100%
Brad	Geary	TX DIR Security Awareness 2025	100%
Ben	Hall	TX DIR Security Awareness 2025	100%
Brandon	Henderson	TX DIR Security Awareness 2025	100%
Billy	Johnson	TX DIR Security Awareness 2025	100%
Blake	Luecke	TX DIR Security Awareness 2025	100%
Brock	Royal	TX DIR Security Awareness 2025	100%
Brittany	Storjohann	TX DIR Security Awareness 2025	100%
Beckie	Wethington	TX DIR Security Awareness 2025	100%
Anderson	Chris	TX DIR Security Awareness 2025	100%
Cameron	Feder	TX DIR Security Awareness 2025	100%
Hamilton	Celina	TX DIR Security Awareness 2025	100%
Christopher	Javarone	TX DIR Security Awareness 2025	100%
Chad	Krueger	TX DIR Security Awareness 2025	100%
Curren	McLane	TX DIR Security Awareness 2025	100%
Cassady	Mehdir	TX DIR Security Awareness 2025	100%
Cliff	Porch	TX DIR Security Awareness 2025	100%
Cathy	Reilly	TX DIR Security Awareness 2025	100%
Cat	Schlueter	TX DIR Security Awareness 2025	100%
Chris	Cornish	TX DIR Security Awareness 2025	100%
David	Beane	TX DIR Security Awareness 2025	100%
David	Hawkins	TX DIR Security Awareness 2025	100%
Dora	Scudder	TX DIR Security Awareness 2025	100%
David	Studebaker	TX DIR Security Awareness 2025	100%
Dustin	Nelson	TX DIR Security Awareness 2025	100%
Dexter	Waldrep	TX DIR Security Awareness 2025	100%
Flores Jr.	Eric	TX DIR Security Awareness 2025	100%
Elsie	Plaunty	TX DIR Security Awareness 2025	100%

Elsie	Plaunty	TX DIR Security Awareness 2025	100%
Eric	Scheid	TX DIR Security Awareness 2025	100%
Felicia	King	TX DIR Security Awareness 2025	100%
Ginger	Holland	TX DIR Security Awareness 2025	100%
Hayley	McClure	TX DIR Security Awareness 2025	100%
Heidi	White	TX DIR Security Awareness 2025	100%
Heather	Yockey	TX DIR Security Awareness 2025	100%
J	Baker	TX DIR Security Awareness 2025	100%
John	Behm	TX DIR Security Awareness 2025	100%
Jason	Castro	TX DIR Security Awareness 2025	100%
James	Duvall	TX DIR Security Awareness 2025	100%
Joseph	Giittinger	TX DIR Security Awareness 2025	100%
Josh	Henson	TX DIR Security Awareness 2025	100%
Jerimiah	Johnson	TX DIR Security Awareness 2025	100%
Lewis	Jessica	TX DIR Security Awareness 2025	100%
Joshua	Leyerle	TX DIR Security Awareness 2025	100%
Joey	Liddick	TX DIR Security Awareness 2025	100%
Jordan	MacQuarrie	TX DIR Security Awareness 2025	100%
Joe	Nelson	TX DIR Security Awareness 2025	100%
Jack	Noah	TX DIR Security Awareness 2025	100%
Jonathan	Reames	TX DIR Security Awareness 2025	100%
Jason	Roberts	TX DIR Security Awareness 2025	100%
John	Rodriguez	TX DIR Security Awareness 2025	100%
Jude		TX DIR Security Awareness 2025	100%
Jennifer	Walls	TX DIR Security Awareness 2025	100%
Justin	Weaver	TX DIR Security Awareness 2025	100%
Joe	White	TX DIR Security Awareness 2025	100%
Jason	Wiedeman	TX DIR Security Awareness 2025	100%
Jessie	Williams	TX DIR Security Awareness 2025	100%
Kyle	Culwell	TX DIR Security Awareness 2025	100%
Kerry	Meints	TX DIR Security Awareness 2025	100%
Kevin	Nguyen	TX DIR Security Awareness 2025	100%
Kristen	Pegues	TX DIR Security Awareness 2025	100%
Kevin	Rogers	TX DIR Security Awareness 2025	100%
Kim	Silas	TX DIR Security Awareness 2025	100%
Kathryn	White	TX DIR Security Awareness 2025	100%
Laura		TX DIR Security Awareness 2025	100%
Lance	Caulk	TX DIR Security Awareness 2025	100%
Leslie	Dvorak	TX DIR Security Awareness 2025	100%
Lee	Godbold	TX DIR Security Awareness 2025	100%
Loren	Lyon	TX DIR Security Awareness 2025	100%
Lori	Pendley	TX DIR Security Awareness 2025	100%
Lacy	Rexroad	TX DIR Security Awareness 2025	100%
Lauren	Shrader	TX DIR Security Awareness 2025	100%

Luke	Schutt	TX DIR Security Awareness 2025	100%
Michelle	Abramski	TX DIR Security Awareness 2025	100%
Michelle	Abramski	TX DIR Security Awareness 2025	100%
Micheal	Boyd	TX DIR Security Awareness 2025	100%
Marco	Gallardo	TX DIR Security Awareness 2025	100%
Melissa	Hocker	TX DIR Security Awareness 2025	100%
Madra	Messick	TX DIR Security Awareness 2025	100%
Malinda	Nowell	TX DIR Security Awareness 2025	100%
Parks	Michael	TX DIR Security Awareness 2025	100%
Matthew	Sommerfield	TX DIR Security Awareness 2025	100%
Matthew	West	TX DIR Security Awareness 2025	100%
Melvin	Wilson	TX DIR Security Awareness 2025	100%
Mike	Winterrowd	TX DIR Security Awareness 2025	100%
Olsvaldo	Delagarza	TX DIR Security Awareness 2025	100%
Paul	Booker.	TX DIR Security Awareness 2025	100%
Patrick	Bovea	TX DIR Security Awareness 2025	100%
Buchanan	Rebecca	TX DIR Security Awareness 2025	100%
Rachel	Hellam	TX DIR Security Awareness 2025	100%
Richard	Lukowsky	TX DIR Security Awareness 2025	100%
Robert	Newsom	TX DIR Security Awareness 2025	100%
Rick	White	TX DIR Security Awareness 2025	100%
Summer	Barkley	TX DIR Security Awareness 2025	100%
Stephen	Barnes	TX DIR Security Awareness 2025	100%
Stefan	Beard	TX DIR Security Awareness 2025	100%
Dorsett	Samuel	TX DIR Security Awareness 2025	100%
Susie	Hiles	TX DIR Security Awareness 2025	100%
Stephen	Ingram	TX DIR Security Awareness 2025	100%
Stephen	Jones	TX DIR Security Awareness 2025	100%
Stuart	Kilpatrick	TX DIR Security Awareness 2025	100%
Steve	Lemming	TX DIR Security Awareness 2025	100%
Somer	Lukowsky	TX DIR Security Awareness 2025	100%
Spencer	Parker	TX DIR Security Awareness 2025	100%
Perez	Stephanie	TX DIR Security Awareness 2025	100%
Shane	Robinson	TX DIR Security Awareness 2025	100%
Seth	Trosclair	TX DIR Security Awareness 2025	100%
Terrance	Bagsby	TX DIR Security Awareness 2025	100%
Tessa	Erwin	TX DIR Security Awareness 2025	100%
Thomas	Gilbert	TX DIR Security Awareness 2025	100%
Tiffany	Hale	TX DIR Security Awareness 2025	100%
Tom	Muir	TX DIR Security Awareness 2025	100%
Thomas	Scott	TX DIR Security Awareness 2025	100%
Thomas	Scott	TX DIR Security Awareness 2025	100%
Stein	Tyler	TX DIR Security Awareness 2025	100%
Ty	Tapp	TX DIR Security Awareness 2025	100%

Victor	Gonzalez	TX DIR Security Awareness 2025	100%
Valerie	Keith	TX DIR Security Awareness 2025	100%
Vernon	Leonard	TX DIR Security Awareness 2025	100%
Hoffman	Yael	TX DIR Security Awareness 2025	100%
Marin	Yvette	TX DIR Security Awareness 2025	100%
Zoie	Sudduth-Garnica	TX DIR Security Awareness 2025	100%



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on Ordinance No. 2025-08 revising the composition of the Beautification Board and reappointing Alan Brundrett to the Beautification Board (Place 6).

Background and Explanation:

On February 20, 2024, the Council approved Ordinance No. 2024-03 creating the Beautification Board. In Section 2 of the ordinance, Board membership was explained as follows:

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

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

Mayor Brundrett filled one of the councilmember positions (Place 6) until last week when he left office. However, Mayor Brundrett has expressed an interest in continuing to serve on the Board but for the Council to consider this option, the ordinance needs to be amended. Therefore, Ordinance No. 2025-08 is proposed changing the maximum number of resident citizens to serve on the Board from three (3) to four (4).

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve Ordinance No. 2025-08.

Attachments:

1. Ordinance No. 2025-08

ORDINANCE NO. 2025-08

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

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

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

WHEREAS, on February 20, 2024, the City Council of the City of Azle, Texas created a Beautification Board to Keep Azle Beautiful; and

WHEREAS, the City Council wants to alter the composition of the Beautification Board.

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

SECTION 1

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

SECTION 2

Article 1.04.152(a)(4) of the Code of Ordinances for the City of Azle, Texas providing a possible qualification for members of the Board shall be changed to read as follows:

Up to four (4) resident citizens who are qualified voters.

SECTION 3

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

SECTION 4

All rights or remedies of the City of Azle, Texas, are expressly saved as to any and all violations of the Code of Ordinances, or any amendments thereto that have accrued at the time of the effective date of this Ordinance; and as to such accrued violations, and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5

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

SECTION 6

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

DULY PASSED AND APPROVED this 20 day of May 2025.

Randa Goode, Mayor

ATTEST:

Yael Hoffman, TRMC, MMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Andrea Russell, City Attorney



Presenter: Ben Hall, Police Chief

Agenda Item: Consider any action authorizing the City Manager to renew the interlocal agreement with the City of Pelican Bay for police dispatch and detention services

Background and Explanation:

The Police Department has provided dispatch and detention services for the City of Pelican Bay since 2023. Chapter 791 of the *Texas Local Government Code* authorizes local governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various government services, including police and fire dispatch and detention services, record center services, administrative functions and other governmental functions in which the contracting parties are mutually interested.

The proposed interlocal agreement (ILA) provides a basis for magistration, arraignment, police dispatch, holding facility use and warrant services for the cities to provide their residents and businesses with an efficient delivery of these key public safety services, in that the City of Pelican Bay does not possess the staffing for such services. Previous ILAs for these services have been for a one (1) year term but this proposed ILA is for a three (3) year term. The ILA can be terminated by either party with a 30-day written notice.

The City of Pelican Bay have been paying the City \$5,000/month for these services and will continue to do so under the proposed ILA.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Approve the execution of the ILA.

Attachments:

1. Dispatch Services Agreement

**INTERLOCAL AGREEMENT
FOR HOLDING FACILITY, DISPATCH, AND WARRANT SERVICES
BETWEEN THE CITIES OF AZLE AND PELICAN BAY**

THE STATE OF TEXAS
COUNTY OF TARRANT

This Interlocal Agreement (“**AGREEMENT**”) is made and entered into by the CITY OF AZLE, TEXAS, a Home Rule Municipal Corporation (“**Azle**”) and the CITY OF PELICAN BAY, TEXAS, a General Law Municipal Corporation (“**Pelican Bay**”).

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

WHEREAS, Azle and Pelican Bay desire to establish an agreement for magistrate, arraignment, police dispatch, holding facility use, and warrant services, as described herein, ("Services") for the cities to provide their residents and businesses with an efficient delivery of these key public safety services, in that Pelican Bay does not possess the staffing for such services; and

WHEREAS, Pelican Bay currently provides police services to residents and other users within Pelican Bay’s limits; and

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

WHEREAS, Azle believes providing Services to a local city will be of a public benefit to both cities and is in the best interests of Azle and Pelican Bay; and

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

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

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

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF

WHICH ARE HEREBY CONFIRMED, AZLE AND PELICAN BAY HEREBY AGREE TO THE FOLLOWING:

SECTION 1 DEFINITIONS

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

- A. Booking: Booking means the intake process by which arrested/detained persons are received for confinement in the Azle holding facilities.
- B. Detainee: a person held in custody, under the laws of arrest and seizure.
- C. Release: The release of arrested/detained persons from the custody of the Azle holding facility.
- D. Dispatch: The answering and/or transferring of emergent and non-emergent calls for service and the radio communication to police or fire units related to such; in coordination with required computer services, searches, and databases.

SECTION 2 FINDINGS

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

SECTION 3 TERM

This Agreement shall be for an initial term of three (3) years commencing at midnight on **June 1, 2025** and ending on **May 30, 2028**, (the "Initial Term") and may be renewed, including any agreed upon modifications, thereafter by mutual consent of the parties in writing for additional three (3) year terms, unless terminated as provided herein, to begin on June 1 of each renewal year. Any renewal of this agreement must be approved in writing by both parties at least thirty (30) days in advance of the expiration of the then-current three (3) year term.

SECTION 4 SCOPE OF SERVICES TO BE PROVIDED BY AZLE

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

- A. **Holding Facility Services.** Commencing on the Effective Date of this Agreement, Azle will allow Pelican Bay to use the holding facilities located at Azle Police Department pursuant to the terms and conditions in this Agreement. Azle will

provide limited holding facility services, detailed below for persons arrested by Pelican Bay suspected of Class C misdemeanors or above. In no event shall Azle be required to accept Pelican Bay detainees under the terms and conditions of this Agreement if the intake of arrested persons will cause Azle to be in violation of the standards of the Texas Commission on Jail Standards or the Texas Commission on Law Enforcement. Nothing contained herein shall be construed to compel Azle to accept any detainee if it would place Azle in violation of any law, regulation, or court order, or in the opinion of Azle Police Chief, or their designee, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and detainees at the holding facility or result in possible violation of the constitutional rights of the detainees housed at the holding facility. Pelican Bay will observe and comply with all standards, rules and ordinances of Azle as they relate to the use of the services

1. **Detention Services.** Azle will provide the necessary officers and employees to properly supervise and operate Azle's holding facility.
2. **Magistrate Services.** The Azle Municipal Judge or Magistrate shall perform arraignments for persons arrested by Pelican Bay and held in Azle's holding facility. Suggested bond amounts shall continue to be set exclusively by Azle. The Azle Municipal Judge or Magistrate may perform arraignments for their own detainee(s) where circumstances such as heavy case load or other extenuating circumstances justify the use. Pelican Bay agrees, additional services for any use of a translator necessary to provide adequate arraignment services is not covered by the per-month rate and will be billed separately to the respective agency.
3. **Damage to the Holding Facility.** Pelican Bay agrees to the financially responsible for property damage to the holding facility caused by any detainee of Pelican Bay. Azle officers shall have the authority to file any charges stemming from any incident involving Pelican Bay detainee(s) occurring in the holding facility; however, if the detainee is charged based on incidents occurring in the holding facility, the detainee shall remain in the custodial care of Pelican Bay.
4. **Orientation.** Pelican Bay agrees to participate in a thorough pre-orientation of the holding facility and dispatch, and any officers who intend to use the holding facility shall attend the orientation.
5. **Firearms and Other Weapons Prohibited.** The possession of firearms, ammunition, and edged weapons (knives) by Pelican Bay personnel is prohibited inside the holding facility. Pelican Bay officers and personnel shall use the lock boxes provided at the holding area entrances or in-car lock boxes for the storage of such equipment.

6. **Booking Services.** Pelican Bay and Azle personnel shall perform detainee booking for their respective agencies. Azle will not provide booking services for Pelican Bay, but will provide training to Pelican Bay on Azle's booking process. Pelican Bay shall complete as much of the booking paperwork as possible prior to arrival at the jail. A copy of Pelican Bay's arrest reports shall be left with the required booking paperwork at Azle Dispatch. Azle reserves the right to review Pelican Bay booking paperwork for accuracy and completeness
7. **Booking Process.** No detainee shall be placed in a holding cell with shoes/shoe laces, belts, or other personal property or medications in their possession. Pelican Bay officers shall utilize the Azle Jail Management System (JAILMAN) to enter basic detainee, arrest, and charges information. Such information shall include name, race, sex, date of birth, driver license or identification card number, Social Security number, address, telephone number, citizenship, emergency contact information, charges, stored property, medical questionnaire, suicide questionnaire, and arrest probable cause affidavit. Azle will provide training to Pelican Bay on the use of JAILMAN.
8. **Release.** Questions regarding custody disposition or other custodial issues of Pelican Bay detainees, included but not limited to medical release questions, shall first be directed to Pelican Bay personnel. Such questions may also be resolved without contacting Pelican Bay by Azle personnel where circumstances do not allow contact with Pelican Bay or contact cannot be made with Pelican Bay in a timely manner. Azle shall be notified of all custodial releases. When possible, releases will be made by Azle personnel.
9. **Meals.** Azle shall provide up to two (2) meals each day to Pelican Bay detainees. The meals shall be the same as those provided to other detainees in the holding facility. No outside food will be allowed to be provided to any detainee in the jail by any persons.
10. **Transportation.** Pelican Bay is solely responsible for transportation of that agency's detainees to and from the holding facility and to and from required court appearances or to the County Jail facility. Ambulance transportation (including emergency flights, etc.) is not covered by the per- month rate and all costs incurred are the responsibility of the agency whose detainees are being transported. Pelican Bay will be responsible for guarding Pelican Bay prisoners in a medical setting.
11. **Medical Services.** Azle shall provide medical services to the Pelican Bay detainees housed in the holding facility in accordance with this subsection.

Costs for all medical services are not covered by the per-month rate and shall be paid by the respective agency or another responsible party.

- a. **Emergency Medical Care.** Azle will not provide any medical care to Pelican Bay detainees except in emergency situations. If emergency medical care is needed, an ambulance will be summoned.
 - b. **Prescription/ Non-prescription Medication.** No medications, prescription or non- prescription, will be administered to detainees by Azle employees unless it can be shown by proper documentation from a physician that the medication has been prescribed for use by the detainee. No prescription/non-prescription medication will be administered to any detainee unless:
 - i. The prescription medication is contained in the valid original prescription bottle labeled from the issuing pharmaceutical entity and being current in dates of usage to the name of the detainee only; or
 - ii. The non-prescription medication is shown by documentation to be prescribed/recommended by a physician and is brought to the Azle Police Department in a sealed commercial bottle. No unsealed medications (Aspirin, Acetaminophen. Naproxen, ibuprofen, etc.) will be administered to detainees.
12. **State of Detainees.** No persons suspected to be in a state of mental illness, including, but not limited to, suicidal persons, shall be booked into the holding facility by Pelican Bay personnel. Pelican Bay personnel shall not book any persons into holding facility who are visibly suffering from sickness or injury. Pelican Bay shall inform Azle personnel of any known dangerous propensities of Pelican Bay's detainee, as well as if any detainee has complained of injury, sickness, or has given any indication of being suicidal. Azle reserves the right to refuse to allow sick, injured, or suicidal detainees to be booked into the holding facility, notwithstanding any other provision of this agreement. Should Azle in its sole discretion determine that a Pelican Bay detainee is in need of emergent psychiatric care, Azle will contact Pelican Bay who will provide immediate transport of their detainee to an appropriate psychiatric facility. Pelican Bay will provide a means of contacting an on-call officer in the event no Pelican Bay officers are on duty.

13. **Detainee Property.** Azle provides no receptacle for the storage of Detainee property. However, because detainees transported to Tarrant County are limited to the amount personal property that would fill a container the size of a shoe box, Detainees may possess no more personal property than would fill a container the size of a shoebox. (No weapons of any kind, lighters, other flammable liquids or gasses, or illegal substances shall be allowed.) Azle will not be responsible for Detainee's personal property.
 14. **Evidence.** All Pelican Bay evidence shall remain in the custody of Pelican Bay personnel and Azle shall bear no responsibility for any evidence left at the jail.
 15. **Bail Bonds.** Azle will be responsible for processing all Bail Bonds monies pertaining to Pelican Bay detainees, and shall provide such funds, together with an accounting thereof, to Pelican Bay within ten (10) days of receipt of same.
- B. **Dispatch Services.** Commencing on the Effective Date of this Agreement, Azle will allow Pelican Bay to use Police Dispatch services located at Azle Police Department pursuant to the terms and conditions in this agreement. This shall include, but not be limited to, receiving and answering 911 calls pertaining to Pelican Bay, radio dispatching Pelican Bay Police Department units/personnel to emergent and non-emergent calls for service, and accessing state database information via established computer systems. No Azle Dispatcher shall be compelled to violate any law or regulation governing such system(s). Pelican Bay will observe and comply with all standards, rules and ordinances of Azle as they relate to the use of dispatch services.
1. **Dispatch Services.** Azle will provide the necessary officers and employees to properly supervise and operate Azle Dispatch facility.
 2. **Communications Equipment.** Pelican Bay shall provide, at their own expense, any and all communications equipment necessary for its Police Officers to communicate with the Azle Dispatcher. If Pelican Bay so desires they may choose to make upgrades/modifications to the communications system to provide for additional communications abilities. All costs incurred are the responsibility of the incurring agency for such upgrades.
 3. **Primary Radio Frequency.** Pelican Bay officers shall operate on the designated Azle Police Department UHF radio channel (frequency) for normal Police radio traffic.

4. **Identifier.** Except for Driver License and Vehicle Registration inquiries, all other Texas Law Enforcement Tracking System (TLETS) traffic for Pelican Bay will be run using the Originating Identifier (ORI) assigned to the Pelican Bay Police Department by the Texas Department of Public safety (TX2204800).
 5. **Radio log.** Azle shall maintain a Radio Activity Log in the Computer Aided Dispatch (CAD) system. Pelican Bay will utilize the same CAD system as Azle. Azle will store all of Pelican Bay's information on Azle's server.
 6. **Radio Usage.** All radio traffic between Pelican Bay and Azle will be limited to official police or fire department business only.
 7. **Emergency 9-1-1.** Azle will act as the emergency 9-1-1 Public Safety Answering Point (PSAP) for Pelican Bay. Pelican Bay will be responsible for acquiring permission and maintaining authorization for the transfer of after-hours emergency calls to the Tarrant County Sheriff's Office Dispatch any time there is not a Pelican Bay officer on duty.
 8. **After-hours Non-emergency callers.** Pelican Bay shall inform Azle of the specific hours that an officer will not be on duty and when an officer will return to duty. Azle will advise the Tarrant County Sheriff's Department of calls requiring an immediate response. For those calls not requiring an immediate response, Azle will enter the calls into the dispatch system for Pelican Bay's response upon return to duty.
- C. **Warrant Services.** Azle will allow Pelican Bay to use Police Warrant Services located at Azle Police Department. This shall include, but not be limited to, receiving and replying to computer, teletype, fax, email, and radio requests for confirmation of criminal warrants held for Pelican Bay; in addition to the processing of paperwork related to such confirmations. No Azle Dispatcher shall be compelled to violate any law or regulation governing such system(s) or processes. Pelican Bay will observe and comply with all standards, rules and ordinances of Azle as they relate warrant services.
1. **Provision of information.** Pelican Bay agrees to provide whatever information and materials are necessary for the prompt and efficient entry of such warrants. Azle will maintain original warrants in our dispatch.
 2. **Entry of information.** Azle agrees to promptly enter such materials in the appropriate database for the processing and posting of said warrants on any applicable local, state or national system in a similar manner as that of any warrant generated by Azle.

SECTION 5
FEE(S) AND PAYMENTS FOR SERVICES

In return for and in consideration of the services provided by Azle herein, Pelican Bay agrees to pay Azle the sum of \$5,000.00 per month. The first payment and all subsequent payments for services shall be due within fifteen (15) days from the presentation/issuance of an invoice for such services unless otherwise subsequently agreed upon, in writing, by both parties. No fee shall be modified without prior notice and written agreement between both parties.

SECTION 6
NOTICE

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

CITY OF AZLE, TEXAS:

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

Email: tmuir@cityofazle.org

CITY OF PELICAN BAY, TEXAS:

ATTN: Tamra Olague
Mayor of Pelican Bay
1300 Pelican Circle
Pelican Bay, Texas 76020

Email: mayor@cityofpelicanbay.com

SECTION 7
DISILLUSION OF AGREEMENT

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

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

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

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

SECTION 8 DISPUTE RESOLUTION

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

SECTION 9 VENUE

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

SECTION 10 INDEPENDENT CONTRACTOR

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

SECTION 11 LIABILITY

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

SECTION 12 COMPLIANCE

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

SECTION 13 ENTIRE AGREEMENT

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

SECTION 14 NO WAIVER OF IMMUNITY

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

SECTION 15 AMENDMENTS

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

SECTION 16 FORCE MAJEURE

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

**SECTION 17
SEVERABILITY**

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

**SECTION 18
AUTHORIZATION & APPROVAL**

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

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of _____, 2025, in multiple originals.

CITY OF AZLE, TEXAS

CITY OF PELICAN BAY, TEXAS

By: Tom Muir, City Manager

By: Tamra Olague, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: Yael Forgey, City Secretary

By: Cynthia Daniels, City Secretary



Presenter: Josh Henson, Water Plant Superintendent

Agenda Item: Conduct a public hearing to allow questions and comments regarding the City of Azle's 2024 Annual Drinking Water Quality Report (CCR)

Background and Explanation:

Under Title 30, Texas Administrative Code, Chapter 290, Section 290.274(a), every community water system is required to deliver a 2024 CCR to their customers and the TCEQ by July 1, 2025. This report contains drinking water data from the most recent calendar year and informs customers about the quality of their drinking water.

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

N/A

Attachments:

1. CCR 2024

City of Azle Consumer Confidence Report 2024

This is the Annual Drinking Water Report for the period of January 1 to December 31, 2024.

This report is intended to provide you with important information about your drinking water and the efforts made by the City of Azle to provide safe drinking water. To request a paper copy of this report at no cost, please call 817-752-2686.

Public Participation Opportunity
Date: 05/20/2025 at 6:00 PM
Azle City Hall, 505 West Main Street
817-444-2541

Este informe contiene información muy importante sobre el agua que usted bebe. Tradúzcalo ó hable con alguien que lo entienda bien. 817-444-2541 para hablar con una persona bilingue en español.



Eagle Mountain Lake is our raw water source. It is owned and operated by the Tarrant County Water Control and Improvement District No. 1. Construction of the dam began on January 23, 1930, and was completed October 24, 1932. Impoundment of water began on February 28, 1934. The reservoir has a normal capacity of 190,460 acre-feet* and a maximum capacity of 680,335 acre-feet; its surface area at normal capacity is 9,200 acres and at maximum capacity, 19,050 acres.

* 1 acre/ft = 325,851 gallons.



Sections & Topics

- The Water Treatment Process
- Special Notice / Information on Source Water
- Source Water Assessment & Terminology
- Regulated Contaminants Results
- Unregulated Contaminants Results
- Bacteriological Testing
- Lead & Copper Information
- The Distribution System / Water Loss Information
- Water Hardness Facts
- Water Aesthetics—Taste, Odor, and Color
- Water Conservation & Water Audit Information



On average, the City of Azle consumed 1.94 million gallons per day—this equates to 709 million gallons drawn from Eagle Mountain Lake in 2024.

The Water Treatment Process

The Azle Water Treatment Plant produces high quality water that exceeds state drinking water standards for removal of bacteriological and chemical contaminants. Our staff is certified by the Texas Commission on Environmental Quality (TCEQ) and is dedicated to serving the needs of residential and commercial customers.

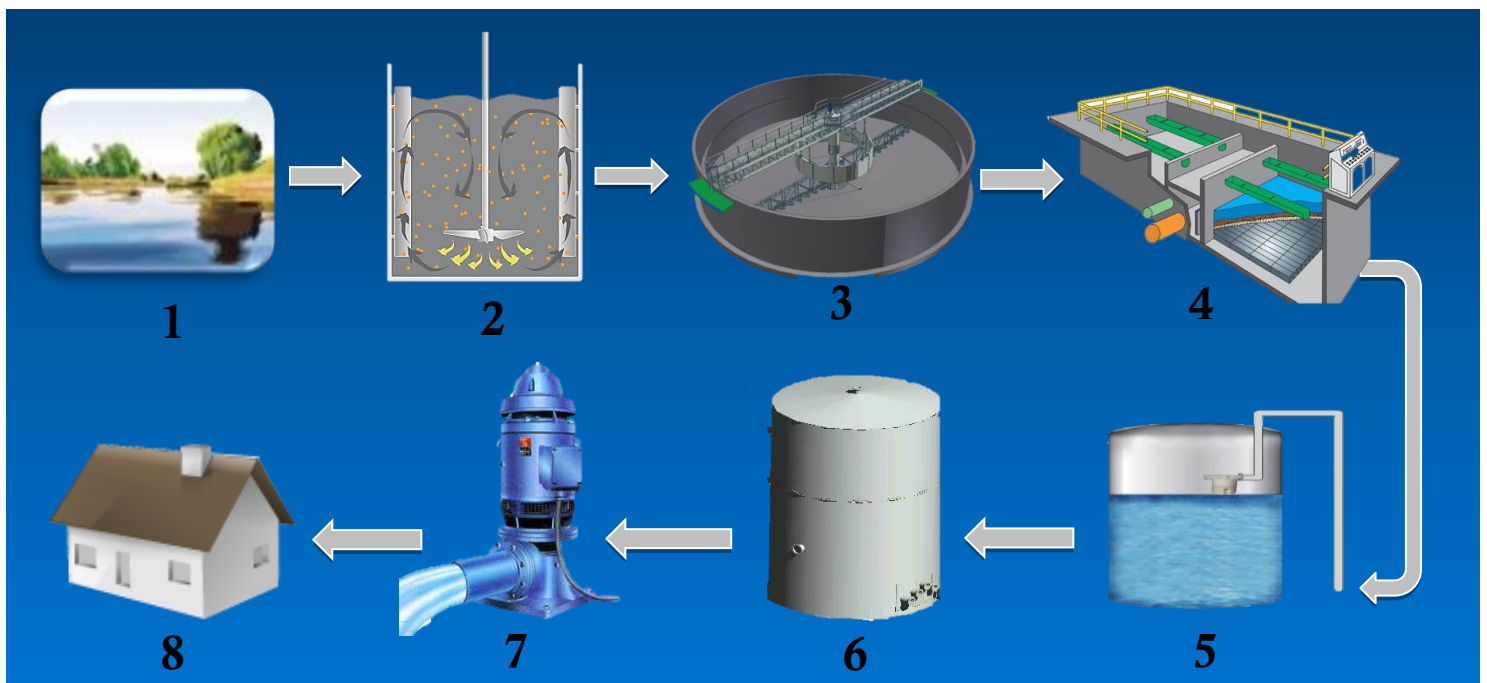
The diagram below illustrates the various stages by which lake water is treated to produce potable water.

1. Our raw water pump station is capable of supplying 6 million gallons of raw water per day.
2. Compounds are added to the raw water in a mixing chamber to disinfect and remove particles.
3. In this stage, particles such as silt settle to the bottom and are removed—further clarifying the water.
4. Water is then filtered through anthracite and sand, removing additional particles from Stage 3.
5. Additional disinfectant is added at this stage and pH adjustment helps produce water that is non-corrosive to pipes in the distribution system.
6. 2.5 million gallons are stored on site to assure adequate supply. An additional 1.5 million is available in the two elevated storage tanks located within the city.
7. Five High Service pumps supply water and keep the distribution system pressurized.
8. Safe potable water arrives to your home.



Water quality tests are performed regularly throughout the day to assure that we are producing safe and superior water. Bacteriological samples are obtained from the distribution system and TCEQ monitors drinking water parameters throughout the year to assure quality and safety of the water we produce.

Tours of the plant are available by appointment only. For information, please call 817-752-2686



Special Notice

Required Language for ALL Community Public Water Systems

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Contaminants may be found in drinking water that may cause taste, color or odor problems. These types of problems are not necessarily causes for health concerns. For more information on taste, odor, or color of drinking water, please contact the systems business office.

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly or immunocompromised persons such as those undergoing chemotherapy for cancer; persons who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders, can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care providers. Additional guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the **Safe Drinking Water Hotline at (800) 426-4791**.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <https://www.epa.gov/safewater/lead>.

Information on Sources of Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Our source of surface water is Eagle Mountain Lake.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's **Safe Drinking Water Hotline at (800) 426-4791**.

Contaminants monitored by the City of Azle that may be present in source water include:

- ✓ **Microbial contaminants**, such as viruses and bacteria, which may come from sewage treatment plant, septic systems, agriculture livestock operations and wildlife.
- ✓ **Inorganic contaminants**, such as salts and metals, which can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- ✓ **Pesticides and herbicides**, which may come from a variety of sources such as agriculture and urban storm water runoff and residential uses.
- ✓ **Organic chemical contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff and septic systems.
- ✓ **Radioactive contaminants**, which can be naturally-occurring or be the result of oil and gas production and mining activities.

Information About Source Water Assessments

The TCEQ completed an assessment of your source water and results indicated that some of our sources are susceptible to certain contaminants. The sampling requirements for your water system is based on this susceptibility and previous sample data. Any detections of these contaminants will be found in this Consumer Confidence Report. For more information on source water assessments and protection efforts at our system, please contact Josh Henson, Water Plant Superintendent at (817) 752-2686.

For more information, please refer to the **Source Water Assessment Viewer** at <https://www.tceq.texas.gov/gis/swaview>

Further details about Source Water Assessments are available at Drinking Water Watch
<https://dww2.tceq.texas.gov/DWW/>

Information About Secondary Contaminants

Many elements (such as calcium, sodium, or iron) that are often found in drinking water can cause taste, color, and odor problems. The taste and odor elements are called secondary contaminants and are regulated by the State of Texas, not the EPA. These contaminants are not cause for health concerns. Therefore, secondary contaminants are not required to be reported in this document, but they may greatly affect the appearance and taste of your water. Refer to the section following the analyses for more information.

Analytical Terminology

Definition and Abbreviations for the following tables contain scientific terms and measures, some of which may require explanation.

Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Action Level Goal (ALG): The level of a contaminant in drinking water below which there is no known or expected risk to health. ALGs allow for a margin of safety.

Average (Avg): Regulatory compliance with some MCLs are based on running annual average of monthly samples.

Level 1 Assessment: A level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

Level 2 Assessment: A level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL): The highest level of disinfectant level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

MFL: million fibers per liter (a measure of asbestos)

mrem: millirems per year (a measure of radiation absorbed by the body)

na: not applicable

NTU: Nephelometric Turbidity Units (a measure of turbidity)

pCi/L: picocuries per liter (a measure of radioactivity)

ppb: micrograms per liter or parts per billion – or one ounce in 7,350,000 gallons of water.

ppm: milligrams per liter or parts per million – or one ounce in 7,350 gallons of water.

ppq: parts per quadrillion, or picograms per liter (pg/L)

ppt: parts per trillion, or nanograms per liter (ng/L)

Treatment Technique or TT: A required process intended to reduce the level of a contaminant in drinking water.



2024 Regulated Contaminants

Regulated contaminants are those that have an established MCL. The EPA has determined that these contaminants may have potential adverse effects on health when exceeding the MCL. Regulated contaminants found in Azle are all well below maximum contaminant levels.

Coliform Bacteria (collected monthly) *See page 8 for more details.*

MCLG	MCL TTL Coliform	Reported TTL Coliform	Fecal Coliform MCL	Reported Fecal Coliforms	Violation	Definition
0	1 per month	1	0	0	No	Naturally present in the environment

Lead and Copper (found in plumbing fixtures)

Action Level Goal (ALG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. ALGs allow for a margin of safety. Action Level (AL) is the concentration of a contaminant, which, if exceeded, triggers treatment of other requirements that a water system must follow. Testing of the distribution system is performed every three years; the next round of testing is scheduled for 2025. *See page 9 and 10 for more details.*

Contaminant	Date Sampled	MCLG	AL	90 TH PERCENTILE	# Sites over AL	Unit	Violation	Definition
Copper	2022	1.3	1.3	0.4700	0	ppm	NONE	Erosion of natural deposits; Corrosion of household plumbing system
Lead	2022	0	15	3.400	0	ppb	NONE	

Disinfectants and Disinfection By-Products

Not all sample results may have been used for calculating the Highest Level Detected (HLD) because some results may be part of an evaluation to determine where compliance sampling should occur in the future.

Disinfectant and Disinfection By-Product	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Unit	Violation	Definition
Chloramines	2024	3.3 (Yearly Avg.)	0.5 – 4.0	< 4.0	4.0	ppm	NONE	Water Additive used to control microbes
(HAA5) Haloacetic Acids	2024	24	11.0 – 29.8	No goal	60	ppb	NONE	By-product of drinking water disinfection
(TTHM) Total Trihalomethanes	2024	28	18.4 – 39.4	No goal	80	ppb	NONE	By-product of drinking water disinfection

Inorganic Contaminants Collected 07/29/2024

Contaminant	Highest Level Detected	Detection Limit	Range of Individual Samples	MCLG	MCL	Unit	Violation	Definition
Arsenic	0.0012	0.4000	0.0012-0.0012	0	0.010	ppm	NONE	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes.
Asbestos (04-29-2021)	0.197	0.0004	0.197-0.197	7	7	MFL	NONE	Decay of asbestos cement water mains; Erosion of Natural deposit
Barium	0.034	0.0004	0.034-0.034	2.0	2.0	ppm	NONE	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
Chromium	<0.0010	0.0010	<0.0010	0.100	0.100	ppm	NONE	Erosion from natural deposits and drilling waste.
Cyanide	<0.0200	0.005	<0.0002	0.200	0.200	ppm	NONE	Discharge from plastic/fertilizer factories; Discharge from steel/metal factories.
Fluoride (04-10-2023)	0.198	0.005	0.198 - 0.198	4.0	4.0	ppm	NONE	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Mercury	<0.0002	0.0002	<0.0002	0.002	0.002	ppm	NONE	Erosion of natural deposits; discharge from factories; runoff from landfills; runoff from cropland.
Nitrate (as Nitrogen)	0.0403	0.005	0.0403 - 0.0403	10.0	10.0	ppm	NONE	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Nitrite (as Nitrogen) (07-25-2022)	0.037	0.005	0.037 – 0.037	1.0	1.0	ppm	NONE	Runoff from fertilizer use; Leaching from septic tanks, sewage; erosions of natural deposits.

Turbidity (NTU: Nephelometric Turbidity Units—a measure of water clarity)

Item	Limit (Treatment Technique)	Level Detected	Violation	Definition
Highest Single Measurement in 2024	1.0 NTU	0.16 NTU	NONE	Soil Runoff
Lowest Monthly % Meeting Limit	0.3 NTU	100%	NONE	Soil Runoff

Synthetic Organic Contaminants (pesticides and herbicides)

Contaminant	Highest Level Detected	Detection Limit	MCLG	MCL	Units	Violation	Definition
Alachlor Date Collected 7-29-24	<0.1	0.05	0	2.0	ppb	NONE	Soil Runoff--Herbicide
Atrazine Date Collected 7-29-24	<0.1	0.05	3.0	3.0	ppb	NONE	Soil Runoff--Herbicide
Benzene Date Collected 9-7-23	<0.5	0.250	0	5.0	ppb	NONE	Soil Runoff--Pesticide

Radioactive Contaminants (pCi / L: picocuries per liter—a measure of radioactivity. Tests are performed in 6 year cycles unless MCLs are exceeded)

Contaminant	Collection Date	Highest Level Detected	Minimum Detected Activity	MCLG	MCL	Units	Violation	Definition
Beta/photon emitters	04/10/2023	5.1	1.4	0	50	pCi / L	NONE	Decay of natural and manmade deposits
Combined Radium 226/228	04/10/2023	<1.0	0.40	0	5.0	pCi / L	NONE	Erosion from natural deposits

UNREGULATED CONTAMINANTS are those for which the EPA has not established drinking water standards. The purpose of unregulated contaminant monitoring is to assist EPA in determining the occurrence of unregulated contaminants in drinking water and whether future regulation is warranted.

The fifth Unregulated Contaminant Monitoring Rule (UCMR 5) was published on December 27, 2021. UCMR 5 requires sample collection for 30 chemical contaminants between 2023 and 2025. The data collected under UCMR 5 improves understanding of the prevalence and amount of 29 per- and polyfluoroalkyl substances (PFAS) and lithium in the nation's drinking water systems. Of these samples only 2 had a concentration high enough to be detected. All others sampled were below the minimum detection levels.

For more information regarding the UCMR 5 please visit:

<https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule>

Contaminant	Collection Date	Level Detected	Minimum Detection Level	Units
PFBA	12/17/2024	0.0058	0.0048	PPB
PFPeA	12/17/2024	0.0030	0.0029	PPB

Bacteriological Testing

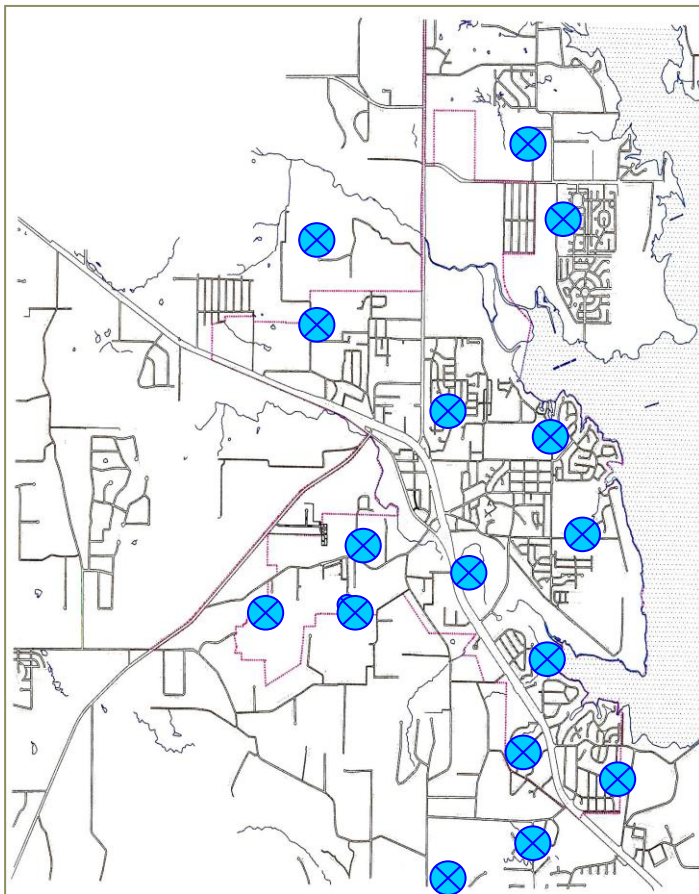
Azle's Commitment to Safe Potable Water

Testing for Coliforms

The Texas Commission on Environmental Quality (TCEQ) sets drinking water standards in Texas and has determined that the presence of total coliform is a possible health concern. Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, bacteria may be present.

Where Do We Collect Samples?

Each month, the City collects 16 samples from designated locations that are representative of the distribution system (shown in the illustration at right). New water lines are also tested before being put into service. Samples are collected by a State certified operator and delivered to the Tarrant County Health Department lab for analysis.



How are Samples Analyzed & What Happens with the Results?



Samples are analyzed using a Presence / Absence method; simply put, coliforms are either present, or not. This process involves an 18-hour incubation period once a selective media (food for bacteria) is added to each sample collected. If bacteria are present, a color change in the sample occurs; otherwise, the sample stays clear (illustration at left). The lab reports results to the City and the TCEQ to decide if any further action is necessary. If a sample is positive, the City is required to resample within 24-hours to determine if sampling error caused the positive result; sampling error is the most common reason for positive samples.

For more information on this and other water related topics, please contact the Azle Water Treatment Plant at 817-752-2686.

LEAD & COPPER

FACTs about Lead and Copper in Drinking Water



Summary of the United States Environmental Protection Agency's Lead and Copper Rule

Lead and copper enter drinking water primarily through plumbing materials. Exposure to excessive amounts of lead and copper may cause health problems ranging from stomach distress to brain damage. On June 7, 1991, EPA published a regulation to control lead and copper in drinking water. This regulation is known as the Lead and Copper Rule (also referred to as the LCR or 1991 Rule). The treatment technique for the rule requires systems to monitor drinking water at customer taps. If lead concentrations exceed an action level of 15 ppb (parts per billion), or copper concentrations exceed an action level of 1.3 ppm in more than 10% of customer taps sampled, the system must undertake a number of additional actions to control corrosion. If the action level for lead is exceeded, the system must also inform the public about steps they should take to protect their health and may have to replace lead service lines under their control. For complete information and updates to the LCR, visit the USEPA's website <https://www.epa.gov/dwreginfo/lead-and-copper-rule>

On August 4, 2022, EPA released *Guidance for Developing and Maintaining a Service Line Inventory* to support water systems with their efforts to develop inventories and to provide states with needed information for oversight and reporting to EPA. The guidance provides essential information to help water systems comply with the Lead and Copper Rule Revisions requirement to prepare and maintain an inventory of service line materials by October 16, 2024. Specifically, EPA's Lead Service Line Inventory guidance. The Lead Service Line Inventory can be found on the City of Azle website at <https://cityofazle.org/DocumentCenter/View/9482/Lead-Service-Line-Inventory> If you feel that your service line material may have been misidentified please call the Azle Water Treatment Plant at 817-752-2686 so the inventory can be updated with the correct information.

Information on how the City of Azle tests for lead and copper can be located by following this link to the Texas Commission on Environmental Quality's website.

https://www.tceq.texas.gov/drinkingwater/chemicals/lead_copper/lead-copper.html

LEAD & COPPER

FACTs about Lead and Copper in Drinking Water



Summary of the United States Environmental Protection Agency's Lead and Copper Rule (Continued)

Azle's Commitment to Water Treatment Techniques, Testing and Results.

As required by the TCEQ, the City of Azle conducts lead and copper testing from 30 locations every three years. This sampling schedule was initiated by the TCEQ because we have never exceeded an action level for either contaminant. In fact, sample results have shown that water treatment techniques used by the Azle Water Treatment Plant (AWTP), along with routine distribution system maintenance, have proven effective in suppressing contaminants.

The AWTP carefully monitors and adjusts the pH of the water entering the distribution system in order to maintain a water quality that prevents excessive levels of lead and copper from escaping plumbing fixtures in your home. However, if you are concerned about these issues, a good practice is to allow the water taps in your home to flush for a few minutes after the fixtures have been unused for eight hours. For example, if a bathroom faucet is only used in the morning, run the faucet for a few minutes before it is used the next morning. Furthermore, there are relatively inexpensive commercially available filters that remove metals and minerals from drinking water.

The Distribution System

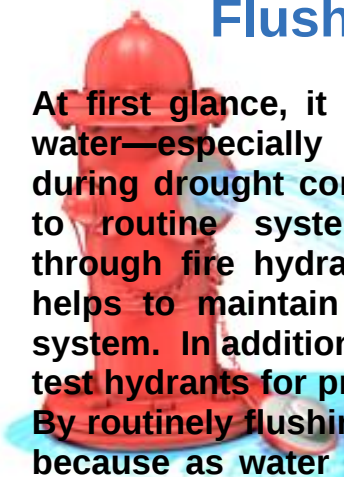
The potable water distribution system for the City of Azle consists of the Azle Water Treatment Plant; 137 miles of pipe through which potable water is transferred to businesses and residences; and two elevated storage tanks. In all, the City maintains nearly 4 million gallons of water in storage to ensure an adequate supply.

The distribution system is very complex. For example, not only does pipe size change, a transmission line may be a 16" pipe that eventually works down to a 2" service line; but also, pipe composition can vary from iron to PVC—both size and composition can affect water quality.

Other features of the distribution system that have potential to affect water quality are cross connection prevention devices; valve and fire hydrant maintenance (these elements can affect the direction of flow and pressure); likewise, line repair and new additions may affect water quality by creating disruptions to existing lines. Therefore, considering the complexity of the distribution system, just through these few examples, the only way to verify the quality of water that we serve to our customers is by routinely sampling a wide variety of locations throughout the system. By doing so, we monitor the "health" of our distribution system. In addition, the City will routinely flush water mains through fire hydrants to help improve water quality.

Systemwide studies show an average distribution pressure of 59 pounds per square inch (PSI).

Flushing Water Lines



At first glance, it seems like flushing is a waste of water—especially considering water restrictions during drought conditions. However, flushing is vital to routine system maintenance. Flushing lines through fire hydrants removes mineral buildup and helps to maintain chlorine residual throughout the system. In addition, it gives the City an opportunity to test hydrants for pressure and flow for fire protection. By routinely flushing, we actually minimize water loss because as water quality improves, hydrants can be flushed for shorter periods.

City employees are the only persons allowed to test hydrants. To help prevent water theft, please contact City Hall at 817-444-2541 and report running hydrants.

Water Loss Information

In the water loss audit submitted to the Texas Water Development Board for the period of Jan 1 to Dec 31, 2024, our system lost an average of 11 gallons of water per connection per day (GPCPD). This amount equates to 4.72% of the total volume of water produced in a year and is an exceptionally low volume. "Water loss" is water that cannot be accurately accounted for such as, water used in fighting fires, flushing water mains, testing fire hydrants, broken water mains, undetected leaking water mains, water theft, etc. If you have any questions regarding the water loss audit, please call 817-752-2686.

20

CaCalcium
40.078

12

MgMagnesium
24.305

Water Hardness

What is it and how does it affect your water?

Dissolved Minerals



Carbonate and bicarbonate compounds formed from calcium and magnesium dissolved in water are the two minerals responsible for making water "hard" or "soft" depending on the amounts present. Hard water requires more soap and detergents for laundry and bathing, and contributes to scaling (commonly known as lime buildup); soft water has the opposite effect.

Our water is considered "moderately hard" and at times "hard" as rain dissolves the limestone present in our soil and deposits the minerals into the lake. There are no adverse health effects associated with these minerals in water.



Hardness & Plumbing

We make every effort to produce water that is non-corrosive to plumbing fixtures and non-scale forming to avoid mineral buildup in pipes. Although the water treatment process does not directly affect water hardness, we are able to affect how hardness reacts by controlling the pH of the water being treated. If the pH is too low, water becomes corrosive to metal pipes; if too high, the hardness will form mineral deposits. Based on our hardness, which ranges between 100 to 140, we have determined an optimum pH range of 7.9 to 8.1 prevents corrosivity and scaling.

There are several commercially available products which help remove undesirable spotting and scaling of mineral deposits—some are water softeners, others are acid-based. Consult manufacture's labels to decide what's best for you.

Some dishwashers have settings for water hardness expressed as grains per gallon. The following scale will help you determine what setting is right for your unit.

Water Hardness Scale		
Grains Per Gallon	mg/L or ppm	Classification
less than 1.0	less than 17.1	Soft
1.0 - 3.5	17.1 - 60	Slightly Hard
3.5 - 7.0	60 - 120	Moderately Hard
7.0 - 10.5	120 - 180	Hard
over 10.5	over 180	Very Hard

EAGLE MOUNTAIN LAKE

Azle's Source of Water

Aesthetic Issues In Drinking Water

How does the City respond to the issues?

The City of Azle takes pride in the quality of water we supply to our community. We take every measure to assure that raw water from the lake is purified, disinfected, and delivered to your home according to State regulations.

We understand that at times there may be taste, odor, or color issues that can be inconvenient for our residents. The most common practice for the removal of aesthetic issues is to flush water lines through the many fire hydrants within the City.

You can help minimize taste and odor issues in your home by running water in your sinks or bathtub until the issue is gone. Also, periodically flushing your hot water heater helps remove mineral deposits that contribute to aesthetic issues.

Taste and Odor

Taste and odor in drinking water occurs naturally in the source, Eagle Mountain Lake. The major contributors are various algae, which produce a harmless by-product called geosmin that creates an "earthy" or "muddy" taste. Typically, geosmin levels in the lake average 20-40 ppt (part per trillion); however, during summer and winter, geosmin levels have reached as high as 400 ppt.

The second reason for unpleasant taste and odor is often referred to as "lake turn-over." Water temperatures at various depths shift, causing a poorer quality of water to rise closer to the surface—this generally occurs in Spring and Fall when ambient temperature fluctuates most.

Water with high geosmin and turn-over issues is difficult to treat; however, we are implementing various treatment techniques that have aided in the removal of taste and odor.

Color

Color is another aesthetic issue that arises from time to time in any distribution system. "Red water" is primarily due to corrosion (rust build-up in metal pipe) that occurs in parts of the 129 miles of pipe in our system.

Although there are no associated adverse health effects, we understand that high color in your water is undesirable. The only remedy to the effect is to flush water mains.

If you experience taste, odor, or color in your water, please call 817-444-2541 to report the issue. If you have further questions regarding water quality, please call the Azle Water Treatment Plant at 817-752-2686.

Water Conservation

Although it has been several years since drought conditions in the area required watering restrictions, it is still important to remain mindful of the critical need to protect our most precious resource. The rainfall we received throughout this year replenished our lakes and reservoirs, but we must always be aware that drought conditions will return, and we must be prepared by conserving.



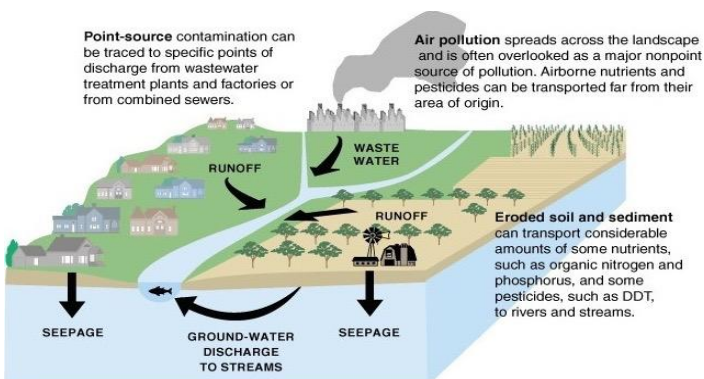
The City of Azle is dedicated to minimizing water loss through its Drought Contingency Plan, found here:

<https://cityofazle.org/DocumentCenter/View/2696/Water-ConservationDrought-Plan-May-2024?bidId=>

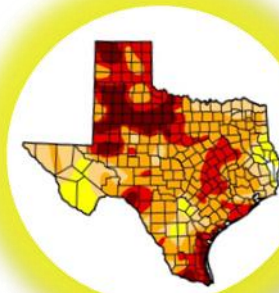
The plan contains water conservation information, and watering restrictions based on data from the Tarrant Regional Water District. More information on contingency plans may be found here:

https://www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/contingency.html

Water Pollution: Facts & Prevention



Water pollution can be defined in many ways. Usually, it means one or more substances have built up in water to such an extent that they cause problems for animals or people. Items such as trash, automotive fluids, and silt are deposited in Eagle Mountain Lake through storm drains and can degrade water quality. Therefore, it is up to us to help prevent these from entering our source of drinking water. Twice annually, the City sponsors a waste collection day for hazardous household items such as, chemicals and tires. For more information, please call 817-444-2541. In addition, the City provides a station where used motor oil can be dropped off for recycling. It is located at 470 Denver Trail.



Current drought condition information may be found at <https://www.tceq.texas.gov/response/drought>

Water Conservation Websites for Helpful Tips and Guidance

<https://www.trwd.com>

<https://savetarrantwater.com>

<https://www.texaswaterassociation.org>

<https://texaslivingwaters.org>

Drinking Water At the Correct Time Maximizes its Effectiveness On The Human Body



***2 Glasses Of Water After Waking Up**
- Helps Activate Internal Organs

***1 Glass of Water 30 Minutes Before a Meal**
- Helps Digestion

***1 Glass of Water Before taking a bath/shower**
- helps Lower Blood Pressure

***1 Glass of water before Going to Bed**
- Avoids Stroke or Heart Attack

Happy Drinking (H2O)!!



Presenter:	David Hawkins, Director of Planning and Development
Agenda Item:	Conduct a public hearing and consider any action on Ordinance No. 2025-06 regarding text amendments to Chapter 4 “Business Regulations”, Chapter 14A “Zoning Ordinance,” and Appendix A, “Fee Schedule,” of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding new regulations pertaining to Short-Term Rentals (STRs) in Azle.

Background and Explanation:

On May 21, 2024, City Council held its initial discussion on the possibility of adopting a new ordinance pertaining to regulating Short-Term Rentals in Azle. On June 4, 2024, City Council directed the City Attorney to develop a draft ordinance which was presented to the Council on September 17, 2024 where amendments were recommended to the first draft. The final draft for review was presented to the City Council at the March 4, 2025 meeting where additional revisions were made. The final draft with the March 4, 2025 City Council revisions was placed on the April 17, 2025 P & Z Commission agenda for consideration.

The STR Ordinance is intended to require permits and inspections; establish limitations on occupancy and parking; require life and safety measurements; file documentation for hotel occupancy taxes; set limitations on numbers and locations of STRs; establish rules for exceptions and enforcement of the new ordinance.

Amendments are proposed to the Fee Schedule to accommodate the expected costs in permits, inspections and management of the STR vendor services.

Public Responses:

Staff received several responses regarding the proposed STR Ordinance which are included in the packet.

Board/Commission/Committee Recommendation:

At the April 17, 2025 meeting, the P & Z Commission held a public hearing and made a recommendation to approve the proposed STR Ordinance as presented with the following changes:

1. Allow an avenue for appeal to exceed the maximum occupancy.
2. Allow for on-street parking.
3. Allow STRs in all zoning districts.

The motion carried by a vote of 5-0 (Commissioners Barrios and Lampkin were absent).

Staff Recommendation:

Staff forwards this proposed code amendment to the City Council for their consideration.

Attachments:

1. Draft Ordinance No. 2025.06 - CC Meeting 5.20.2025
2. Public Responses - STR Ordinance

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, TO CREATE AN ARTICLE DEFINING AND GOVERNING THE STANDARDS AND REQUIREMENTS FOR SHORT-TERM RENTALS; AMENDING APPENDIX A, "FEE SCHEDULE," TO PROVIDE FOR ADMINISTRATIVE FEES ASSOCIATED WITH THE PERMITTING AND INSPECTION OF SHORT-TERM RENTALS; AMENDING CHAPTER 14A, "ZONING ORDINANCE," TO IDENTIFY SHORT-TERM RENTALS AS A PERMITTED USE IN ZONING DISTRICTS WITH RESIDENTIAL USES, SUBJECT TO CERTAIN CONDITIONS, AND TO AUTHORIZE THE BOARD OF ADJUSTMENT TO HEAR SPECIAL EXCEPTIONS IN CERTAIN CIRCUMSTANCES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City ("City Council"), recognizes the City's proximity to tourist destinations in the Dallas-Fort Worth Metroplex, including nearby Eagle Mountain Lake; and

WHEREAS, in the City and elsewhere, the increase in the number of persons or entities desiring to rent their residential properties has led to the proliferation of transient and vacation rental uses within neighborhoods previously planned, approved, and constructed for solely residential use; and

WHEREAS, the use of residential properties by individuals for short periods of time may negatively impact the original residential character of neighborhoods that was an inducement for owners to buy their homes in such neighborhoods due, in part, to substituting permanent residents with transient visitors and thereby reducing or eliminating common goals, cohesiveness, communication, and accountability between permanent residents; and

WHEREAS, the regulation of the use and operation of such "short-term rental" property is intended to prevent the further erosion of pre-existing and stable neighborhoods, and further advance the City Council's commitment to preserving the residential character of its neighborhoods; and

WHEREAS, the rise of substitute land uses for residential property contributes to the shortage of affordable housing for both homeowners and long-term renters; and

WHEREAS, the proliferation of unregulated short-term rentals presents fire and structural safety concerns that are not applicable to structures used for permanent occupancy but are deemed necessary to accommodate guests who, as visitors to the City, will rely on City emergency services in the event of a crisis; and

WHEREAS, the City has received numerous complaints from neighbors seeking to resolve issues with parking, noise, and other adverse effects related to the operation of short-term rentals in residential areas; and

WHEREAS, the purpose of the regulations set forth herein is to provide a procedure to allow the rental of private residences to visitors on a short term basis, while ensuring that such rental use does not cause adverse impacts to residential neighborhoods due to the intensive nature of the use creating excessive traffic, noise, density, and other adverse effects, and additionally to ensure that the number of occupants within such rental units do not exceed the design capacity of the structure causing health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions; and

WHEREAS, the City Council has reviewed data and information from other cities' experiences with short-term rentals and used this data and information to develop a regulatory structure suitable for the circumstances within the City; and

WHEREAS, the City Council finds and determines that regulations related to short-term rental uses should be adopted to define short-term rentals, establish standards for operation and appropriate review processes applicable to short-term rentals, and establish commensurate permitting and inspection fees; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on April 17, 2025, and the City Council held a public hearing on May 20, 2025, with respect to the short-term rental regulations described herein; and

WHEREAS, the City Council finds that regulating the short-term rental of residential property is necessary for promoting the health, safety, and welfare of the general public, ensuring consistency in land uses and development, and protecting the rights of property owners, residents, and visitors in the City.

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

SECTION 1.

Chapter 4, "Business Regulations," of the Code of Ordinances, City of Azle, Texas, ("the Code") is hereby amended by adding a new Article 4.11 to read as follows:

"ARTICLE 4.11. SHORT-TERM RENTAL

§ 4.11.001 **Purpose.**

The purpose of the regulations set forth herein is to provide a procedure to allow the rental of private residences to visitors on a short term basis, while ensuring that such rental use does not create adverse impacts to residential neighborhoods due to excessive traffic, noise, density, and other adverse effects, and additionally to ensure that the number of occupants within such rental units do not exceed the design capacity of the structure causing health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions.

§ 4.11.002 **Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bathroom. Enclosed space containing one or more bathtubs, showers, or both, as well as one or more toilets, lavatories or fixtures serving similar purposes.

Bedroom. A room with a closet that is used or intended to be used for sleeping purposes and not as a kitchen, bathroom, living room, closet, hallway, utility space, entry way, garage, patio, breezeway, or other purpose.

Block. A tract of land bounded by streets, or a combination of streets, public parks, railroad rights-of-way, shorelines of waterways, or corporate limits.

Block face. The portion of a block abutting one side of a street and lying between the two nearest intersecting or intercepting streets, or between the nearest intersecting or intercepting street and another boundary such as a railroad right-of-way, unsubdivided land, watercourse, or municipal boundary. A corner lot shall be part of the block face parallel to the lot's front lot line.

Code or city code. The Code of Ordinances, City of Azle, Texas.

Department. The planning and development department of the city.

Director. The director of planning and development of the city or their designated representative.

Fire marshal. The fire marshal of the city or their designated representative.

Occupant. The person(s) who have lawfully obtained the exclusive use and possession of the short-term rental premises from the owner and/or operator, and the guest(s) of such person(s).

Operator. The owner or local responsible party tasked with managing a property operating as a short-term rental on behalf of the owner.

Owner. The individual or entity that owns a property operating as a short-term rental.

Permit. The permit issued pursuant to the terms of this article authorizing the operation of a short-term rental.

Short-term rental. The rental for compensation, of any residence or residential structure, or a portion of a residence or residential structure, located within a zoning district where the residential use is lawful, for the purpose of overnight lodging for a period of less than thirty (30) days. A short-term rental shall not include a hotel or motel.

§ 4.11.003 Short-term rental permit application.

It shall be unlawful for any owner, operator, or other person to advertise, offer to rent or rent, lease, sublease, license or sublicense a residential property within the city as a short-term rental for which a permit application has not been properly made and filed with the department, and a permit issued. A permit application shall be made upon forms furnished by the city for such purpose, shall be accompanied by the application fee identified in appendix A of the code, and shall specifically require the following minimum information:

- (1)** The name, address, contact information, and signature of the owner of the premises (or signed owner authorization, on a form provided by the city);
- (2)** The name, address, and phone number of a twenty-four (24)-hour contact;
- (3)** The registration number for the city hotel occupancy tax as required by section 4.11.004 (m), below;
- (4)** A parking plan of the premises identifying the location and quantity of parking spaces to be used in conjunction with the short-term rental, in relation to the residence;
- (5)** A dimensioned floor plan of the proposed short-term rental identifying the proposed maximum number of occupants, bedrooms, other living spaces, location of safety features, and emergency evacuation routes;
- (6)** The name, contact information, and rules for the applicable homeowners' association (HOA), if any;
- (7)** Proof of liability insurance, which shall meet the following minimum requirements:
 - (A)** The city, its officials, employees, agents and officers shall be named as an "additional insured" on all policies;
 - (B)** The policy should provide a minimum liability coverage of \$1,000,000 (one million dollars); and
 - (C)** Each policy shall be endorsed to provide the city with a minimum of a thirty

(30)-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage; provided, however, a minimum ten (10) days' notice shall be required in the event of non-payment of premium;

- (8) A current tax certificate(s) indicating all taxes for the subject property have been paid to the current year (available from the Appraisal District for the county in which the property is located). Tax statements printed from the Tarrant or Parker County website (pdf) are acceptable in lieu of the original certificate(s);
- (9) A copy of the proposed host rules for the short-term rental, including a statement identifying the description and location of safety features described in section 4.11.004(e); and
- (10) A statement that the owner of the short-term rental complies with and will continue to comply with the standards and other requirements of this article, as well as all applicable standards and other requirements of the code.

§ 4.11.004 **Regulations.**

- (a) Maximum stay; minimum stay. It shall be unlawful for an owner to rent or lease a short-term rental for a period of more than twenty-nine (29) days or less than twenty-four (24) hours.
- (b) Occupancy. The maximum number of persons permitted to stay in a short-term rental is limited to two (2) persons per bedroom, plus two (2) additional persons; however, no short-term rental shall permit the cumulative total number of occupants to exceed twelve (12) persons.
- (c) Parking restrictions. Parking is restricted to the number of off-street parking spaces associated with the residential structure, either in the driveway and garage or by location or number assigned to a specific unit. It shall be unlawful for an occupant or invitee of an occupant to park a motor vehicle on a residential street adjacent to or near a short-term rental. All motor vehicles are further subject to the parking requirements of chapter 12, article 5 of the code.
- (d) Access to basic sanitation. Each bedroom of a residence or portion of a residence used as a short-term rental must provide interior access to a bathroom, such that an occupant shall have access to a bathroom without exiting the residence, regardless of whether such bathroom is private or shared.
- (e) Life safety.
 - (1) The short-term rental must be equipped with:
 - (A) Working smoke alarms, meeting the requirements of Section 92.254 and 92.255 of the Texas Property Code, with a minimum of one (1) on each floor or level and one (1) in each room used as a bedroom; and

- (B) A minimum of one (1) working carbon monoxide detector on each floor or level if the premises are equipped with natural gas, propane, fire place/ or heating stove, and/or an attached garage; and
 - (C) A minimum of one (1) 2A:10B:C type fire extinguisher (a standard five-pound extinguisher) available on each floor, inspected annually in accordance with the International Fire Code and tagged by a third-party inspector.
- (2) All gas appliances shall be properly ventilated outside the home.
 - (3) Emergency escape openings shall comply with the city's currently adopted International Residential Code (IRC), with at least one (1) emergency escape opening for each bedroom opening directly to the outdoors.
 - (4) An evacuation plan shall be posted in each bedroom.
 - (5) Any room that does not comply with this subsection (e) shall not be used as a bedroom, and where equipped with a door, shall remain locked at all times when the dwelling is being used as a short-term rental. Any non-compliant bedroom shall not be included in the maximum occupancy calculation for the short-term rental, nor be advertised as a bedroom.
- (f) Conduct on premises. Each short-term rental owner, operator, and occupant shall comply with all requirements of the city code. Owners and/or operators shall be responsible for informing occupants of all relevant city codes and occupants' liability for violations of same. In addition, the following shall be unlawful:
- (1) Conduct involving the use of amplified sound or radios, phonographs, or musical instruments between the hours of 7:00 p.m. and 7:00 a.m., excessive noise, or other disturbances outside the short-term rental structure that would violate chapter 8, article 8.03 of the code, including, but not limited to, the following outside areas: decks, portals, porches, balconies, patios, hot tubs, pools, saunas, or spas;
 - (2) Sleeping outdoors;
 - (3) Placing, or allowing to be placed, waste or recycling receptacles at the designated pickup location prior to 7:00 p.m. on the day prior to the scheduled pickup, or otherwise in violation of chapter 13, article 13.08 of the code;
 - (4) Advertising, promoting, or operating a special event, or permitting the advertising, promotion, or operation of a special event (including, but not limited to, a banquet, wedding, reception, reunion, bachelor or bachelorette party, concert, or similar activity that would assemble large numbers of invitees) to be held on the premises; and

- (5) Using or permitting the use of the short-term rental for the purpose of: housing sex offenders; operating a structured sober, recovery, or other purpose living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Alcoholic Beverage Code; or operating as a sexually oriented business.
- (g) Signage. On-premise signage advertising or identifying the short-term rental shall not be permitted.
- (h) Advertising. The owner and/or operator shall not advertise or promote, or allow another to advertise or promote, the short-term rental without including the occupancy limits, parking standards, and city permit number for the listing.
- (i) Local contact. An owner and/or operator must designate the name and contact information of a representative who shall be the local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must be available in person or by phone at all times while occupants are on the premises of the short-term rental. If called, said individual must be able to, and shall, be present at the premises within one (1) hour of receiving a call from the planning director. A local contact must be authorized to make decisions regarding the premises and its occupants.
- (j) Occupant notification packet. The owner and/or operator shall post in a conspicuous location of the short-term rental premises a packet containing, at a minimum, the following information:
 - (1) Maximum number of occupants;
 - (2) Location of required off-street parking, other available parking and prohibition of parking on unapproved surfaces as provided by section 12.05.008 of the code;
 - (3) Quiet hours and noise restrictions;
 - (4) List of HOA rules, if applicable;
 - (5) Twenty-four (24)-hour local contact person and phone number;
 - (6) Property cleanliness requirements;
 - (7) Waste pick-up requirements, including location of waste and recycling receptacles;
 - (8) Flooding hazards and evacuation routes, as well as information on the emergency siren system and other safety features;

- (9) Emergency and non-emergency numbers; and
- (10) Notice that failure to conform to the occupancy and parking requirements constitutes a violation of the code and an occupant or visitor may be cited.
- (k) Rental agreement notification. The rental agreement between the owner and/or operator of the short-term rental and the occupant shall include, by attachment, all of the information provided in the occupant notification packet.
- (l) Changes in ownership. The purchaser of a short-term rental shall provide the director with current application materials required by section 4.11.003, revised to include any new information associated with the change in ownership, within thirty (30) days of the closing date for the purchase of the short-term rental. Since a permit is non-transferable pursuant to section 4.11.005, the purchaser shall also remit a permit renewal fee as described in appendix A of the code.
- (m) Hotel occupancy taxes. The owner and/or operator of the short-term rental property shall register with the city finance department to pay hotel occupancy taxes prior to the date that the short-term rental permit application is submitted, and the owner and/or operator must remit all applicable hotel occupancy taxes in a timely manner pursuant to applicable laws.
- (n) Request for occupancy history. Upon request of the director, the owner of a premises used as a short-term rental shall remit, within thirty (30) days, an accounting of all rental activity and the hotel occupancy taxes paid therefor.
- (o) Right to inspect premises.
 - (1) Inspections. The fire marshal or building official shall perform periodic inspections of each short-term rental property to ensure compliance with this article and other applicable laws. For the purpose of performing inspections, the fire marshal or building official may enter, examine, and survey, at all reasonable times, all buildings, dwelling units, guest rooms, and the premises used as a short-term rental property. An owner and/or operator may refuse to consent to an inspection conducted by the fire marshal. If consent is refused, the fire marshal may seek an administrative search warrant authorized by Article 18 of the Texas Code of Criminal Procedure and the city code. No permit for operating a short-term rental shall be issued until the premises successfully passes such inspection.
 - (2) Types of inspections. The city may perform the following inspections:
 - (A) Initial and renewal inspections. The fire marshal or building official may perform an initial inspection of the short-term rental property upon application for a permit, as well as inspections of the short-term rental property upon application for permit renewal.

- (B) Repeat inspections. If, upon completion of an inspection, the premises are found to be in violation of one or more provisions of this section, the city shall provide written notice of such violation and shall set a re-inspection date. If a property fails to pass an inspection, a re-inspection fee will be charged after the third re-inspection of the premises. A property cannot be occupied as a short-term rental while its status with the fire marshal's office is noted as being in violation.
- (C) Fire extinguishers. The owner and/or operator is responsible for obtaining annual independent inspections of the fire extinguishers in compliance with city regulations.
- (D) Change in ownership inspection. As part of the change in ownership process for a short-term rental the fire marshal shall conduct an inspection to verify compliance with this article.

(p) Density limitations for short-term rental properties.

- (1) Limitation. Short-term rentals shall be limited to no more than one-eighth (12.5 percent) of the total number of residential units on the block face or in a multi-unit building. Notwithstanding the foregoing, at least one short-term rental shall be permitted per block or multi-unit building, regardless of density.
- (2) Special exception available. In order to obtain a permit for a short-term rental that would exceed the density limitation of this section, a property owner may apply to the zoning board of adjustment for a special exception in accordance with chapter 14A, section 34 of the code. The board may consider factors such as the following:
 - (A) Whether operation as a short-term rental in excess of the density limitation will not adversely impact the residential quality of the neighborhood in which the property is located;
 - (B) Whether such operation is likely to disrupt adjacent owners' right to the quiet enjoyment of their property (for example, by considering whether lot sizes are small enough that noise is likely to affect neighboring property owners);
 - (C) Whether such operation will substantially impact nearby streets, including whether the property provides only limited off-street parking;
 - (D) Whether the applicant seeks to operate an entire residence as a short-term rental or whether the short-term rental use is limited to a portion of the residence;
 - (E) Whether the applicant occupies the premises as their primary residence or uses it as an investment property; and

- (F) Whether other short-term rentals in excess of the density limitation are already operating on that block.

- (3) Nonconforming uses. A short-term rental that was lawfully in existence on the effective date of this article shall be considered a nonconforming use and shall not be subject to the density limitations set forth in this subsection. A short-term rental shall be considered lawfully in existence on the effective date of this article if the owner provides written confirmation from the city finance department indicating that, prior to the effective date of this article, the property was registered for payment of hotel occupancy tax as required by chapter 11, article 11.04 of the code and the tax account was not in arrears.

§ 4.11.005 Permit term and renewal; fees; non-transferability; public information designation

- (a) All permits issued under this article shall be valid for a period of one (1) year from the date of issuance.
- (b) A nonrefundable fee for administration of the application shall be charged as established in appendix A of the code. Such fee shall be paid at the time the application is made and shall not be returned to the applicant, regardless of whether a permit is issued.
- (c) A permit holder shall apply for renewal prior to the expiration of the permit on a form provided by the director. The fee for the renewal of a permit to operate a short-term rental shall be charged as established in appendix A of the code. The permit holder shall either update the information required under section 4.11.003 or submit a statement affirming that the information previously submitted is still accurate. A complete application for renewal received after the expiration of a current permit shall be treated as an application for a new permit in accordance with section 4.11.003.
- (d) A permit to operate a short-term rental is not transferable to another owner, operator, or location.
- (e) All permits issued under this article constitute public information, subject to the terms of the Public Information Act. Information regarding permitted short-term rentals shall be made available on the city's website and shall identify, at minimum, the property address, permit number, and permit date of each short-term rental permitted to operate in the city.

§ 4.11.006 Repeat offenses.

- (a) If the director finds that the owner, operator, or any occupant of a short-term rental failed to comply with any requirement of this article three (3) or more times within a twelve (12) month period, the director may revoke an existing permit or may deny

an application to renew a permit. No new permit may be sought for the subject property for a period of twelve (12) months following a denial or revocation pursuant to this section.

- (b) If a property is the subject of five (5) or more violations of federal law, state law, or the other provisions of the city code outside of this article within the previous twenty-four (24)-month period, the director may revoke an existing permit; may deny an application for an original permit; or may deny an application to renew a permit, based on: (1) the frequency of any repeated violations; (2) whether a violation was committed intentionally or knowingly; and (3) any other information that demonstrates the degree to which the owner or occupant has endangered public health, safety, or welfare. No new permit may be sought for the subject property for a period of twelve (12) months following the denial or revocation pursuant to this section.
- (c) A permit applicant may appeal the director's decision to revoke an existing permit or deny an application, in accordance with the process set forth in section 4.11.006 of this article.

§ 4.11.006 **Appeals.**

- (a) The revocation of a permit or the director's denial of an application for a permit to operate a short-term rental may be appealed to the city manager in accordance with the provisions of this section.
- (b) An appeal filed under this section must be filed with the director no later than the twentieth (20th) day following the date on which the permit was revoked or denied. The appeal must be sworn and must identify each alleged point of error, facts, and evidence supporting the appeal, and reasons why the action of the director should be modified or reversed.
- (c) The city manager or a designee shall, not later than the tenth (10th) day after the date the notice of appeal is filed, hear the appeal, and may affirm, modify, or reverse a permit revocation or application denial.
- (d) The city manager or designee shall give written notice of a decision on an appeal to the appellant.
- (e) An appellant who seeks judicial review of the city manager's review on appeal must file a petition with a court of competent jurisdiction not later than the thirtieth (30th) day after issuance of the notice of the decision.

§ 4.11.007 **Enforcement.**

- (a) If the owner, operator, or any occupant of the short-term rental property fails or refuses to comply with the standards and requirements contained herein, the city may initiate enforcement action against the owner, operator, or any occupant,

including, but not limited to, the immediate issuance of a citation.

- (b) Failure to timely remit applicable hotel occupancy tax is a violation under this article and shall result in permit revocation if all applicable tax is not paid within ninety (90) days of the issuance of a delinquency notice.
- (c) Any advertisement, whether it be online or in print, promoting the availability of a property within the city for rent for a period of less than thirty (30) days, shall constitute prima facie evidence of the property's use as a short-term rental.

§ 4.11.008 **Discontinuance of operations.**

- (a) The owner and/or operator of a property used as a short-term rental that was registered with the city for collecting hotel occupancy tax prior to the effective date of this article, and who is unable, fails, or refuses to obtain a permit for operation as a short-term rental following the effective date of this article, shall discontinue the short-term rental use within sixty (60) days of the effective date of this article or the notice of permit denial. The density limitation of section 4.11.004(p) shall not bar such owner and/or operator from obtaining a permit if all other requirements and standards of section 4.11.004 are met.
- (b) The owner and/or operator of a property used as a short-term rental that was not registered with the city for collecting hotel occupancy tax prior to the effective date of this article shall discontinue the short-term rental use immediately following the effective date of this article. Such property shall not be resumed as a short-term rental until a permit has been applied for and has been issued pursuant to section 4.11.003.

§ 4.11.009 through § 4.11.14. **(Reserved)**

SECTION 2.

Article A1.000, "General Fee Tables," of Appendix A, "Fee Schedule," of the Code is hereby amended by adding a new Section A1.012, "Short-term rental fees," to read as follows:

"§ A1.012 Short-term rental fees.

The schedule of fees for short-term rentals shall be as follows:

- (1) Application for permit: \$500.00.
- (2) Permit renewal: \$300.00.
- (3) Inspection (initial or renewal): \$65.00
- (4) After hours inspection (after 4:00 p.m. or weekends/holidays):

- (A) 2-hour minimum: \$190.00
- (B) Each additional hour: \$65.00 per hour.
- (5) Reinspection fee: \$65.00.
- (6) Application for special exception: \$325.00

SECTION 3.

Section 3.2, "Definitions," of Chapter 14A, "Zoning Ordinance," of the Code is hereby amended to add the definition for short-term rentals, to be inserted alphabetically and to read as follows:

"SHORT-TERM RENTAL: The rental for compensation of any residence or residential structure, or a portion of a residence or residential structure, located within a residential zoning district, for the purpose of overnight lodging for a period of not more than twenty-nine (29) days. A short-term rental shall not include a hotel or motel or bed and breakfast facilities. A short-term rental is further subject to the provisions of Chapter 4, Article 4.11 of the Azle Municipal Code."

SECTION 4.

Section 4.10, "Permitted Use Schedule," of Chapter 14A, "Zoning Ordinance," of the Code is hereby amended by adding the operation of a short-term rental as a permitted use ("P") in certain zoning districts, in the section "Residential Uses."

PERMITTED USES	AG	LF O	E- 1	E- 2	E- 3	SF -1	SF -2	SF -3	SF- 3.5	SF- 4	SF- 5	SF- MHP	MD -1	MD -2	MF -1	MF -2	O	CBD	INS	C	HC	IND
Residential Uses																						
* * *																						
Short-term rental	P		P	P	P	P	P	P	P	P	P		P	P	P	P		P				

SECTION 5.

Subsection 34.3, "Jurisdiction of Board," of Section 34, "Zoning Board of Adjustment," of Chapter 14A, "Zoning Ordinance," of the Code is hereby amended to add a new subsection C to read as follows:

- "C.** Hear and decide, upon application, special exceptions to the terms of the zoning ordinance. The term "special exception" shall mean a deviation from the requirements of the zoning regulations herein established. Special exceptions shall be granted only when the board finds that such special exceptions will not adversely affect the value and use of adjacent or neighboring property or be contrary to the public interest. Special exceptions may be granted in the following circumstances:

1. To permit short-term rental operations in excess of the density limitation identified in Section 4.11.004(p) of the Azle Municipal Code, subject to consideration of the following factors:
 - a. Whether operation as a short-term rental in excess of the density limitation will not adversely impact the residential quality of the neighborhood in which the property is located;
 - b. Whether such operation is likely to disrupt adjacent owners' right to the quiet enjoyment of their property (for example, by considering whether lot sizes are small enough that noise is likely to affect neighboring property owners);
 - c. Whether such operation will substantially impact nearby streets, including whether the property provides only limited off-street parking;
 - d. Whether the applicant seeks to operate an entire residence as a short-term rental or whether the short-term rental use is limited to a portion of the residence;
 - e. Whether the applicant occupies the premises as their primary residence or uses it as an investment property; and
 - f. Whether other short-term rentals in excess of the density limitation are already operating on that block.
2. To permit a minimum lot area of 2.5 acres in the AG, Agricultural district, in accordance with Section 26.7 of Chapter 14A."

SECTION 6.

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

SECTION 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the

City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 8.

Any person, firm, or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1.01.009 of the Code of Ordinances, City of Azle, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 9.

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

SECTION 10.

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance in the official newspaper of the City as required by Section 3.11 of the Charter of the City.

SECTION 11.

This Ordinance shall be in full force and effect from and after its passage and publication as provided by the City Charter and the laws of the State of Texas.

PRESENTED AND PASSED this ____ day of _____, 2025, 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 Forgey, City Secretary

APPROVED AS TO FORM:

Andrea Russell, City Attorney

NOTICE OF PUBLIC HEARING PROPOSED SHORT-TERM RENTALS (STR'S) ORDINANCE

The Planning and Zoning Commission of the City of Azle will hold a public hearing on **Thursday, April 17, 2025** to consider making a recommendation to the City Council regarding text amendments to Chapter 4 "Business Regulations", Chapter 14A "Zoning Ordinance", and Appendix A, "Fee Schedule," of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding new regulations pertaining to Short-Term Rentals (STRs) in Azle. A copy of the agenda packet will be made available to the public for viewing on the City of Azle's website seventy-two (72) hours prior to the scheduled meeting under this link: <https://cityofazle.org/73/Agendas-Minutes>

The public hearing will start at 6:00 p.m. in the City Council Chambers located at 505 W. Main, Azle, Texas. *Because you are listed as an owner of a Short-Term Rental (STR) business within the City of Azle, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing.* Please, in order for your opinion to be taken into account, return this form with your comments prior to the date of the public hearing. *(This in no way prohibits you from attending and participating in the public hearing.)* You may mail it to the address below or drop it off in person:

Planning Department
505 W. Main St.
Azle, Texas 76020
Attn: David Hawkins, AICP

The process includes two public hearings designed to provide opportunities for citizen involvement and comment. The first public hearing is held before the Planning and Zoning Commission. Second, the City Council will hold a public hearing at a future date to consider the final adoption of this new ordinance.

Please circle one:

In favor of request

Neutral to request

Opposed to request

Reasons for Opposition: see attached

Signature: Tyler A Allbritton

Printed Name: Tyler A Allbritton

Mailing Address: 260 Shoreline Dr

City, State Zip: Azle TX 76020

Telephone Number: 303-641-7189

Physical Address of Property: 260 Shoreline Dr

April 14, 2025

Planning Department
505 W Main St
Azle, Texas 76020
Attn: David Hawkins, AICP

Dear Mr. Hawkins:

I am writing regarding the proposed ordinances regulating short-term rentals (STR) in the City of Azle. My wife and I purchased a home in Azle in May of last year with the intent of making it our retirement residence in a few years. In the meantime, we have used it for family vacations (over 40 days in six visits last year) and occasionally as a short-term rental to help offset costs of property taxes and STR insurance.

Since we started renting the property in August 2024:

- We have collected and paid Azle's occupancy tax on every booking.
- We are current on our property taxes.
- We have invested over \$20,000 in improvements to maintain safety and appeal, including those specifically required for STR insurance.
- We hold an STR insurance policy designed to protect both guests and the property.
- We have received no complaints from neighbors and have maintained a 5-star guest rating.

While I understand the City's interest in addressing legitimate concerns, I respectfully object to regulations that presume STRs universally create issues such as noise, parking violations, or loss of neighborhood stability. If such issues exist, certainly homeowners and long-term renters given their proportionately larger numbers would at least equally contribute to those concerns.

Furthermore, as my situation demonstrates, STRs are not universally investment enterprises and in my short experience would not be good investments anyway. I would need to rent my house 85 nights a year to cover property taxes, higher STR home insurance, cleaning costs and proportionate utilities. Data show I could rent the home as many as 100 nights a year if it were aggressively marketed (it is not). I would be happy to share the details, but at 100 nights my return on capital would be ½ of 1 percent.

Should these ordinances move forward, I respectfully request that existing STR owners in good standing be "grandfathered" under the new rules with a reasonable grace period to comply with the new regulations—particularly given we have signed legally binding agreements with future guests in good faith. Our aim is to remain responsible members of the community, invest in Azle's long-term growth, and eventually move – and vote – here.

Unfortunately, due to the short notice, I cannot attend the upcoming hearing in person. I appreciate this opportunity to have my comments entered into the record and I look forward to

collaborating with the City to ensure both neighborhood integrity and as importantly the rightful use of private property.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler A. Allbritton', with a long horizontal flourish extending to the right.

Tyler A. Allbritton

260 Shoreline Drive

Azle, TX. 76020

tylerallbritton@gmail.com

303-641-7189

MY NEIGHBORHOOD STR EXPERIENCE

The short-term rental 3 doors from our house has been nothing but a nuisance to us and to our neighbors. In fact, we can find nothing positive about it.

At times, the renters are fairly quiet, but even then they are transient people, unknown by anyone, using facilities meant only for residents near a children's playground. There is no way of tracing some of these "guests."

There have been multiple parties with drunk people outside shouting, with as many as 20+ cars parked on the street, blocking mailboxes. Sure, there was a wake once, which, while quiet, had a huge attendance. One P&Z member pointed out that a resident might also have a large group over. The difference is that we all know one another and have the courtesy to inform the people near us if there will be a large event. The hosts also KNOW who the guests are. Many of the people coming and going at the short-term rental are not even traceable, because they are invited by the renters; some possibly just show up.

Several people rent homes in our neighborhood, but these are for anywhere from 6 months to a few years. They are our neighbors, and the people who live by them get to know them. Because this house is not a permanent abode for anyone, we are being deprived of having neighbors there. Instead, we stay apprehensive of who the next group will be and how they will act. We also fear this will lower our property values.

The owner of this VRBO said he should be allowed to rent this out by the day because it was in his long-term financial plan for retirement. Well, our home in a peaceful, stable neighborhood is our retirement home. Some of the other homes on our block are retirement homes for their owners, who worked hard and did not expect to live near a hotel.

Please ban these hotels from operating in zoned residential areas!

Thank you,

eggy M. Davis As the owner registered with the State of Texas, and has he been paying the required fees and tax? Do we want our single-family home neighborhoods for the residents or transients? Whose needs take precedent?

COMMENTARY

From our readers

Letters to the Editor

Others' rights

Greater Fort Worth Association of Realtors President Paul Epperley's belief that prohibiting short-term rentals devastates property values is absurd. (April 16, 15A, "Fort Worth's short-term rental ban hurts property values")

No one wants to purchase a house in a residential neighborhood only to have a motel with strange people constantly coming and going next to them. It would harm values because more homes would be on the market if not for rentals. Is it right for major corporations to purchase large numbers of homes and turn them into short-term rentals?

As for property rights, should I be allowed to start an auto repair business at my home? Or a "family" bar? How about a pet day care?

The city is doing the right thing. But I can see why Epperley, as a real estate agent, would be against restrictions that might hurt sales and how rising prices and rising prices from home shortages caused in part by short-term rentals help his commission.

- **Robert Downey, Fort Worth**



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: "Vehicle Repair" land use designation.

Background and Explanation:

Staff received a request for determination of a land use called "**Vehicle Repair**" that is listed on the Permitted Use Schedule (Section 4.10 of the Zoning Ordinance) but is not defined within Section 3.2 of the Azle Zoning Ordinance.

Zoning Ordinance - Section 4.10 - Permitted Use Schedule

Commercial Uses	O	CBD	INS	C	HC	IND
Vehicle repair					S	P

ANALYSIS:

Per Section 4.9 – New and Unlisted Uses within the City of Azle’s Zoning Ordinance, it is necessary for a determination to be made by the P & Z Commission and City Council on any unlisted or undefined uses and which zoning district they would be permitted within. Below are the requirements as written within Section 4.9 of the Zoning Ordinance:

A. It is recognized that new types of land use will develop and forms of land use not anticipated may request to locate in the City of Azle. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- 1. The Zoning Administrator shall refer the question concerning any new or unlisted use to the City Planning and Zoning Commission requesting an interpretation as to the zoning classification into which such use should be placed. The referral of the use interpretation questions shall be accompanied by a statement of the facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage, and amount of nature thereof, enclosed or open storage, anticipated employment, and amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated.*
- 2. The City Planning and Zoning Commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district within which such use should be permitted.*
- 3. The City Planning and Zoning Commission shall transmit its findings and recommendations to the City Council as to the classification proposed for any new or unlisted use. The City Council shall by resolution approve the recommendations of the City Planning and Zoning Commission or make such determination concerning the classification of such use as is determined appropriate.*

The requester is seeking a determination of a definition for a specific land use named "Vehicle Repair" and has offered a proposed definition for consideration. Any land use determination made

would not be for a specific property but for all properties under a zoning classification. The nearest land use and definition within the Zoning Ordinance is "Quick Vehicle Servicing" which is defined as *"A business providing service to the motoring public. Such uses can include gasoline sales, light repair, tune-ups, oil changes, transmission or drive train repairs to automobiles or light trucks. No outside storage of any automobiles or materials such as tires, auto parts, etc., is allowable. The sale of motor vehicles shall be prohibited."*

Staff has provided a benchmark of other cities and their respective definitions for a similar type of land use for "Vehicle Repair" as a reference for this land use determination request which is included in this packet.

Board/Commission/Committee Recommendation:

The Planning and Zoning Commission discussed this request at the May 1, 2025 meeting and recommended the new definition for "Vehicle Repair" be written as *"an establishment which may provide services of automotive repair, automotive tune-up, or lubrication service, which allows for the repair, rebuilding, or reconditioning of motor vehicles and trailers; including collision repair and painting and storage of vehicles for repair, and business use."*

Staff Recommendation:

Staff forwards this Land Use Determination request for Council discussion. If the Council supports this proposed definition, then Staff will proceed with the formal text amendment process to get this new definition added to the Zoning Ordinance.

Attachments:

1. Email from Requestor - Vehicle Repair Definition
2. Vehicle Repair Definition Benchmarking
3. Section 4.10 - Permitted Use Schedule 4.25.2025

From: [Tom Cleary](#)
To: [Hawkins, David](#)
Subject: RE: Azle, TX - 501 Red Bud Drive (New Development)
Date: Thursday, April 17, 2025 2:46:14 PM
Attachments: [image002.png](#)
[image004.png](#)
[image005.png](#)

David,

As we've discussed, we'd like to move forward with entitlements for a new development at 501 Red Bud Drive, Azle, TX, under the by right use of "Vehicle Repair" in the Industrial zoning, which the subject property is currently in. However, I understand that while "Vehicle Repair" is a permitted use, there currently is no such definition for "Vehicle Repair".

Thus, I'd like to make a request to the city of Azle to determine a definition for said use, and suggest the following:

"Vehicle repair" means an area or building which may provide services of major automotive repair, automotive tune-up or lubrication service; and allows the repair, rebuilding or reconditioning of engines, motor vehicles and trailers; including collision repair and painting and storage of vehicles."

Please let me know if you need any other information.

Thanks,

Tom Cleary
GMX Real Estate Group, LLC
3000 Dundee Road, Suite 408 | Northbrook, IL 60062
M: 309.825.8513 | E: tcleary@gmxre.com | W: www.gmxre.com

Land Use Determination - Vehicle Repair Definition

4.22.25

Comparison City/Town	Definitions		
Argyle	Motor Vehicle Repair and Services, <i>Major</i> means an establishment engaged in the general repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, including, but not limited to body work, framework, welding, overall painting, and tire replacement and disposal.	Motor Vehicle Repair and Services, <i>Minor</i> means an establishment engaged in minor repairs of engines, motor vehicles, or trailers that does not require the removal of the engine head or pan, engine, transmission, or differential of a vehicle, including, but not limited to minor repair or maintenance, oil changing, minor interior upholstery work, glass repair and tinting, and any sales of parts to be installed on-site through these services. Vehicles which are inoperative or are being repaired may not remain parked outside these facilities for a period greater than 48 hours.	
Arlington	Auto Service Center A facility or area for the servicing and minor repair of motor vehicles within enclosed service bays or stalls. Typical services include the retail sale and dispensing of lubricating oils, tires, filters, and other limited repair and maintenance work including the replacement of new or reconditioned parts in motorized vehicles of 10,000 pounds or less gross vehicle weight. This definition includes quick-lube shops and tire shops, but does not include any operation included in the definition of “Auto Repair Garage, Major.”	Auto Repair Garage, Major A facility or area for one or more of the following activities: a.) Reconditioning of any type of motorized vehicle, including any repairs made to vehicles over 10,000 pounds gross vehicle weight. b.) Collision services, including body, frame, or fender straightening or repair. c.) Overall painting of vehicles or painting of vehicles in a paint shop or paint booth. d.) Dismantling of motorized vehicles in an enclosed structure.	
Azle	None		
Colleyville	<i>Auto Repair Shop.</i> Minor repair or replacement of parts, tires, tubes, and batteries; diagnostic services; minor motor services such as grease, oil, spark plug, and filter changing; tune-ups; emergency road service; replacement of starters, alternators, hoses, brake parts; mufflers; automobile washing, steam cleaning, and polishing; performing state inspections and making minor repairs necessary to pass said inspection; servicing of air conditioning systems, and other similar minor services for motor vehicles except heavy load vehicles, or any other similar use. Major repair, rebuilding, or reconditioning of engines or transmissions for motor vehicles; wrecker service with vehicle storage; collision services including body, frame or fender straightening or repair; customizing; overall painting or paint shop; and other similar uses.		
Denton	Automotive Repair Shop, Major: An establishment primarily engaged in providing major automotive repair services such as engine and drive train repair, body work, mechanical servicing, and/or painting.	Automotive Repair Shop, Minor: An establishment primarily engaged in providing minor automotive repair services such as lubrication, oil and tire changes, and tune-ups, brake repair, tire replacement, detailing and polishing, paint-less repair, window tinting, vehicle wraps, and audio installation. Major repairs such as automotive bodywork or painting or repair of engines or drive trains shall not be provided.	
Flower Mound	<i>Auto service center</i> means an establishment providing general repair and servicing of motor vehicles. Such repair and servicing may include oil change and tire rotations; window tinting and car wrapping; reconditioning of engines, air conditioning systems, and transmissions; wrecker service; replacement or repair of brakes, shock absorbers, tires, batteries, mufflers, or upholstery, and other similar mechanical or electronic components. In no instance shall such establishment include services related to an "auto painting or body shop." This use may include gasoline sales as an accessory use.	Repair services, <i>general</i> , means an establishment engaged in the repair of trucks, buses, agricultural equipment, construction equipment or other heavy equipment.	Repair services, <i>limited</i> , means an establishment engaged in the repair of personal apparel and household appliances, furniture, and similar items, excluding repair of motor vehicles. Typical uses include, but are not limited to, apparel repair and alterations, small appliance repair, bicycle repair, lawn mower repair, clock and watch repair, and shoe repair shops.
Fort Worth	<i>GARAGE, PUBLIC.</i> A building other than a private or storage garage used for the care or repair of self-propelled vehicles or where such vehicles are kept for remuneration, hire or sale.	From Supplemental Use Standards, Use Index, and District Use Table station; Includes: full service for minor auto repairs, lube and oil changes or maintenance; gasoline sales. Listed in: Nonresidential use table/commercial uses/vehicle sales and service. AUTOMOTIVE REPAIR; PAINT AND BODY SHOP. Automotive repair and lubrication, oil changes, paint and body work and other maintenance services.	
Grapevine	Automotive repair <i>garage.</i> A garage or portion thereof in which automotive repair and maintenance takes place, including, but not limited to, automotive mechanical work and automotive body work, but excluding the outdoor storage of automotive parts or inoperative automobiles.	<i>Gasoline service station</i> shall mean a place or establishment where gasoline, oil, grease or motor vehicle accessories are sold, supplied or dispensed to the retail motor vehicle trade, or the minor repair of motor vehicles is performed, or the washing of motor vehicles.	
Keller	<i>Automobile Repair, Heavy Load Vehicles</i> - Repair or reconditioning of engines, air conditioning systems and transmissions for heavy load vehicles, including wrecker services; collision services, including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rust-proofing.	<i>Automobile Repair, Major</i> - Automotive repair uses (including Auto Repair, moderate uses) for automobiles, boats, motorcycles, and light load vehicles that require heavy machinery and/or can be expected to generate noises and vapors not compatible with adjacent residential or retail uses. Examples include general repair or reconditioning of engines, air conditioning systems and transmissions for automobiles, boats, motorcycles, and light load vehicles (but not for heavy load vehicles), wrecker services; collision services, including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; upholstery; undercoating and rust-proofing.	<i>Automobile Repair, Minor</i> - Those automotive repair uses (including Auto Repair, sales and service uses) for automobiles, boats, motorcycles, and light load vehicles that generate mild noise and some vapors but generally support regularly required vehicle maintenance. Examples include tires and tubes; diagnostic services; minor motor services such as grease; tune-ups; emergency road service; oil and filter changes; replacement of starters, alternators, hoses, brake parts; automobile washing and polishing; performing state inspections and making minor repairs necessary to pass said inspection; and normal servicing of air-conditioning systems.
		<i>Automobile Repair, Sales and Service</i> - Automobile repair uses that include light servicing or repair of automobiles, boats, motorcycles, and light load vehicles that does not generate noise or excess vapors and where services could be performed within a completely enclosed structure. These uses may incorporate retail sales. Examples include technology upgrades, windshield repairs and replacement, radio and electronic repairs and replacement, some customization or adding or accessories, battery replacement, spark plug replacement, some diagnostic services, and adding of fluids.	

North Richland Hills	Automobile inspection station means a facility which performs inspections of and affixes inspection stickers to vehicles for compliance with applicable state motor vehicle inspection laws. No repairs are performed other than the minor replacement of items associated with the automobile inspection process.	Automobile <i>lubrication center</i> means facilities which perform retail sales of motor fuels and perform routine tune-up services of motor vehicles, including the replacement of elements and fluids which are expected to be routinely replaced on a frequent basis such as engine oils, lubrications, brake fluids, transmission and power steering fluids, spark plugs, and filters.	Automobile repair means general repair or replacement of parts, tires, tubes, and batteries; diagnostic services; reconditioning of engines; general servicing such as grease, oil, spark plug, and filter changing; tune-ups; towing and emergency road service; replacement of starters, alternators, hoses, brake parts; automobile washing and polishing; performing state inspections and making repairs necessary to pass said inspection; normal servicing of air conditioning systems; and other similar services for motor vehicles, except paint and body repair.	Paint and body shop means an automobile related use where vehicles are repainted, the exterior repaired and replaced, frames straightened, damaged panels repaired and replaced, and window glass is repaired and replaced.	Service station. An establishment for the retail sales of petroleum products and automotive accessories which may include minor automotive service and repair only as an incidental activity to such retail sales, but not including the overhaul of major automobile components, body work, or repair of heavy trucks.
Roanoke	Automobile repair garage means an establishment providing major or minor automobile repair services to all motor vehicles except heavy load vehicles.	Automobile repair, major, means general repair or reconditioning of engines, air conditioning systems and transmissions for motor vehicles; wrecker service; collision repair services including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rustproofing; those uses listed under "Automobile repair, minor" and other similar uses.	Automobile repair, minor, means minor repair or replacement of parts, tires, tubes and batteries; diagnostic services; minor maintenance services such as grease, oil, spark plug and filter changing; tuneups; emergency road service; replacement of starters, alternators, hoses and brake parts; automobile washing and polishing; performing state inspections and making minor repairs necessary to pass said inspection; normal servicing of air conditioning systems; and other similar minor services for motor vehicles except heavy load vehicles, but not including any operation named under "Automobile repair, major" or any other similar use. Vehicles which are inoperative or are being repaired may not remain parked outside these facilities for a period greater than 48 hours.	Automotive gasoline or motor fuel service station means any building, land area or other premises, or portion thereof, used or intended to be used for the retail dispensing or sales of automotive fuels, lubricants and automobile accessories, including those operations listed under "Automobile repair, minor." Vehicles which are inoperative or are being repaired may not remain parked outside these facilities for a period greater than 48 hours.	
Saginaw	Auto paint and body shop. An automotive shop with a primary purpose of repairing and painting the outside surfaces of automobiles, trucks, and vans, and repairing and replacing the upholstery of such vehicles.	Auto repair garage. An enclosed facility designed for the repair and maintenance of automobiles, trucks, and vans with outside storage allowed but no outside repair or maintenance conducted.	Auto service station. An establishment for the retail sales of petroleum products, automobile accessories, auto tune-up, muffler installation incidental to the primary use, tire installation or repair, oil change or other lubricate services, in which all services provided and all storage, supplies, parts, equipment, and accessories are indoors, with the exception of fuel-dispensing operations.	Auto service station, light maintenance. A premise where gasoline and other petroleum products are sold and/or light maintenance activities such as engine tune-ups, lubrication, minor repairs, and carburetor cleaning are conducted. Service stations shall include automobile inspection services, but shall not include areas where heavy automobile maintenance activities such as engine overhauls, automobile painting, and body fender work are conducted.	Garage, repair. A building or space for the repair or maintenance of motor vehicles, not including factory assembly of vehicles, auto wrecking establishments, or junkyards.
Southlake	AUTOMOBILE SALES AREA - An open area or lot used for the display or sale of automobiles, where no repair work is done except minor reconditioning of the cars to be displayed and sold on the premises, and where no dismantling of cars or sale or keeping of used car parts or junk on the premises is done.	GARAGE, PUBLIC - A building or portion thereof designed or used for the storage, sale, hiring, care or repair of motor vehicles, which is operated for commercial purposes.	Light Industrial. "...Land uses which will generally be found within this district will be a mixture of uses involving fabrication, manufacturing, assembly, processing, distribution, sale of and repair of materials, goods, parts, products, equipment, machinery, and other such operations incidental to industrial uses. These sites are not designed to be located contiguous to residentially zoned properties and should be located in such a manner as to preclude the necessity to transit through residentially zoned areas to reach these sites. This zoning district classification shall be located in those areas designed to accommodate industrial development by the provision of appropriate supporting utility infrastructure and with appropriate access to arterial level thoroughfares designed to accommodate industrial level traffic. This zoning category is not appropriate for environmentally sensitive areas."	Corridor Overlay Zone. "...It is intended to be a mixture of light industrial, large scale retail and wholesale uses. It may include auto service and repair uses. "	
Weatherford	Auto accessories/auto parts store. Uses involving the retail sale of aftermarket auto accessories and parts. Installation is customarily completed by the purchaser at home or onsite while the purchaser waits. Examples of accessories or parts sold in this category include alarms, batteries, bumpers, filters, lights, motor oil and related accessories, pickup liners, pickup bed caps, stereos, tires, wheels, and windshield wipers. Does not include uses categorized as auto repair or auto quick lube/oil change/state vehicle inspection.	Auto quick lube/oil change/state vehicle inspection. Uses involving the primary activities of oil change and state vehicle inspections. Customary accessory uses are preventative maintenance activities such as the changing of fluids, filters, or lights. Does not include uses categorized as auto accessories/auto parts store or auto repair.	Auto rental. Uses involving the short-term rental of cars, motorcycles, and other vehicles that do not require a class A or B driver license to operate. Customary accessory uses include office and auto repair.	Auto repair. Uses involving the servicing or maintenance of autos. Examples of work performed include body, brakes, engines, glass, paint, transmissions, and upholstery. Does not include uses categorized as auto accessories/auto parts store or quick lube/oil change/state vehicle inspection.	Auto sales and service. Uses involving the sale or lease of autos, motorcycles, and other vehicles that do not require a class A or B driver license to operate. Customary accessory uses include office and auto repair.
Westlake	Listed in use charts, but no definition: AUTO SERVICES: Truck/trailer rental; Auto body repair; Auto mechanical repair; Quick lube/oil change; Vehicle maintenance (private)				

Exhibit 14A. Zoning Ordinance

SECTION 4. ZONING DISTRICTS REGULATIONS

§ 4.10. PERMITTED USE SCHEDULE.

PERMITTED USES	AG	LFO	E-1	E-2	E-3	SF-1	SF-2	SF-3	SF-4	SF-5	SF-MHP	MD-1	MD-2	MF-1	MF-2	O	CBD	INS	C	HC	IND
Residential Uses																					
Agriculture activity	P																				
Livestock	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1	L1						
Single-family detached	P	P	P	P	P	P	P	P	P												
Two family/duplex												P	P	P	P						
Accessory dwellings																	L4				
HUD-code manufac-tured homes									L2	P	P										
Community homes forthe disabled	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Multifamily 3 or moreunits												S	S	P	P						
Home occupation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Group homes/halfway house	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
Accessory buildings	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3	L3						
Educational Uses																					
Public schools	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
College or university																P	P	P	P	P	P
Private school													S	S	S	S	S	P	S	S	S
Trade school																S	S	P	S	P	P
Adult or child day-care																S	P	P	P	P	P
Child day-care 12 chil-dren or less	S	S	S	S	S	S	S	S	S	S	S	S	S								
Institutional Uses																					
Basic utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Churches	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Conference/convention centers																S	S	P	S	P	P
Cemeteries																		P			

PERMITTED USES	AG	LFO	E-1	E-2	E-3	SF-1	SF-2	SF-3	SF-4	SF-5	SF-MHP	MD-1	MD-2	MF-1	MF-2	O	CBD	INS	C	HC	IND
Elderly housing														P	P			P			
Hospital																		P	P	P	
Medical centers																P	P	P	P	P	P
Parks and recreation(public or private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Wind generator(build- ing mounted)																L5	L5	L5	L5	L5	L5
Wind generator (free- standing monopole)	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6	L6
Commercial Uses																					
Auto and RV sales																				S	S
Bar																	S		S	S	S
Bed and breakfast	S	S	S	S	S												S				
Broadcastin g or pro- duction studio																			P	P	P
Car wash																			S	S	S
Commercial parking lots																S	S	S	S	S	S
Equestrian facilities	P																				
Equipment rental																					S
Food Truck Park																S	S	P	S	S	S
Free standing emer- gency 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	S
Medical laboratories																P	P	P	P	P	P
Movie theaters																			P	P	P
Outdoor recreation	P																		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

PERMITTED USES	AG	LFO	E-1	E-2	E-3	SF-1	SF-2	SF-3	SF-4	SF-5	SF-MHP	MD-1	MD-2	MF-1	MF-2	O	CBD	INS	C	HC	IND
Smoke Shop and Tobacco Store																				S	S
Temporary construction office	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8	L8
Vehicle repair																				S	P
Winery	S	S	S	S	S											S	P	S	S	S	S
Industrial Uses																					
Bakeries																	P		P	P	P
Construction material sales																					
Construction equipment sales/storage																					P
Distribution center																			S	S	S
Feed lots	S																				
Food processing	S																				S
Gas wells/oil wells	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Junk yards and auto wrecking																					S
Kennels	S																		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																				S
Self-service storage																				S	S
Temporary concrete batch plant	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Veterinary clinics	P																		P	P	P
Wholesale sales																			S	P	P
Wholesale nurseries	P																				
Wholesale storage and distribution																				S	S
Wrecker services and impound lots																S	S	S	S	S	S
Service Uses																					

PERMITTED USES	AG	LFO	E-1	E-2	E-3	SF-1	SF-2	SF-3	SF-4	SF-5	SF-MHP	MD-1	MD-2	MF-1	MF-2	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	S
Tanning Salon																	P		P	P	P

P - Permitted Use

S - Specific Use Permit Required

L - Permitted Use with designated limitations

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

L2 - HUD-Code Manufactured homes

L3 - Accessory structure 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 Dwellings must be attached to the structure housing the primary use. Only 1 Accessory Dwelling is allowed per platted lot [.]

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 building to the highest point of the wind generator.

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

A maximum of one (1) wind generator is permitted by right. Wind generators shall be located 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[.]

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

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[.]

L9 - A minimum separation of 500' from any outdoor kennel or run shall be maintained to any adjacent residential use.

L10 - A minimum separation of 300' shall be maintained to any adjacent residential use[.]

(Ordinance 2013-09, ex. A, adopted 5/7/13; Ordinance 2022-18 adopted 8/2/2022; Ordinance 2024-5 adopted 3/4/2024; Ordinance 2024-11 adopted 4/2/2024; Ordinance 2024-22 adopted 8/26/2024; Ordinance 2024-25 adopted 11/19/2024)



Presenter: Tom Muir, City Manager

Agenda Item: Cats

Background and Explanation:

Councilmember Estes requested a discussion on cats.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None