



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

505 W. Main Street  
Azle, Texas 76020

**September 2, 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](mailto:yhoffman@cityofazle.org)*

Rev. Brandon Geary, Lead Pastor of Merge Community 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.*

**PROCLAMATIONS**

1. Senior Center Month  
**Randa Goode, Mayor**

**PRESENTATIONS**

2. Parks Department, Parks Board.  
**Kyle Culwell, Parks Superintendent**
3. Special Events Advisory Board.  
**Kyle Culwell, Parks Superintendent**

**ACTION ITEMS**

4. Consider any action on the August 18, 2025 Regular meeting, August 23, 2025 Budget workshop and August 25, 2025 Special Meeting.  
**Yael Hoffman, City Secretary**
5. Consider any action authorizing the City Manager to execute an agreement with Meals on Wheels, Inc. of Tarrant County to manage the City's Senior Citizen Center.  
**Kyle Culwell, Parks Superintendent**
6. Consider any action authorizing the City Manager to execute a professional services agreement with Westwood Professional Services, Inc. for landscape and architecture services related to the Azle FY26 Green Ribbon Project located at the intersection of HWY 199 and Boyd Rd.  
**Amber Beard, Assistant City Manager**

7. Consider any action on Resolution No. 2025-15 approving a negotiated settlement regarding Atmos Energy Corp. – Mid-Tex Division’s 2025 RRM filings.

**Amber Beard, Assistant City Manager**

8. Consider any action authorizing the City Manager to execute an Interlocal Agreement with the Fort Worth Transportation Authority (Trinity Metro) to provide door-to-door transportation services to elderly and disabled citizens.

**Tom Muir, City Manager**

9. Consider any action on Ordinance No. 2025-11 regarding text amendments to Chapter 14 “Zoning Ordinance” of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding a definition for “Vehicle Repair”.

**David Hawkins, Director of Planning and Development**

### **DISCUSSION ITEMS**

10. Food trucks

**Tom Muir, City Manager**

11. Fee Schedule FY2025-26

**Angelia Garrett, Assistant Finance Director**

### **ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS**

### **MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST**

### **ADJOURNMENT**

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 08-27-2025, 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](http://www.cityofazle.org).*



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**Presenter:** Randa Goode, Mayor

**Agenda Item:** Senior Center Month

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**Background and Explanation:**

Recognized Senior Center Month.

**Board/Commission/Committee Recommendation:**

N/A.

**Staff Recommendation:**

N/A.

**Attachments:**

None



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**Presenter:** Kyle Culwell, Parks Superintendent

**Agenda Item:** Parks Department, Parks Board.

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**Background and Explanation:**

Annual Board Presentation.

**Board/Commission/Committee Recommendation:**

N/A.

**Staff Recommendation:**

N/A.

**Attachments:**

None



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**Presenter:** Kyle Culwell, Parks Superintendent  
**Agenda Item:** Special Events Advisory Board.

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**Background and Explanation:**

Annual Board Presentation.

**Board/Commission/Committee Recommendation:**

N/A.

**Staff Recommendation:**

N/A.

**Attachments:**

None



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**Presenter:** Yael Hoffman, City Secretary

**Agenda Item:** Consider any action on the August 18, 2025 Regular meeting, August 23, 2025 Budget workshop and August 25, 2025 Special Meeting.

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**Background and Explanation:**

Procedural

**Board/Commission/Committee Recommendation:**

**Staff Recommendation:**

**Attachments:**

1. 08-23-2025
2. 08-18-2025
3. 08-25-2025



## MINUTES Budget Workshop Azle City Council

505 W. Main Street  
Azle, Texas 76020

**August 23, 2025**

**9:00 AM**

**Community Room**

### **CALL TO ORDER**

Mayor Goode called the meeting to order at 9:03 AM.

### **Members Present:**

Mayor Randa Goode  
Mayor Pro-tem Stacy Peek  
Councilmember Derrick Nelson  
Councilmember Amy Estes  
Councilmember Josh Berry  
Councilmember Rouel Rothenberger  
Councilmember Brian Conner

### **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 |
| Rick White          | Director of Public Services          |
| Stephen Barnes      | Finance Director                     |
| Angelia Garrett     | Assistant Finance Director           |
| Curren McLane       | Library Director                     |
| Victor Gonzalez     | Assistant Library Director           |
| Kevin Rogers        | Police Lieutenant                    |
| Matthew Sommerfield | Golf Course Manager                  |
| Cat Schlueter       | Human Resources Manager              |
| Kyle Culwell        | Parks Superintendent                 |

### **PUBLIC PARTICIPATION**

The following spoke in opposition to any capital improvement projects and tax increases, especially the proposed CIP for the Animal Shelter.

- **Alexander Lora** – 229 Macadamia
- **Michael Barber** – 1438 Spinnaker Lane
- **J.B. Hamilton** – 521 Inland Circle
- **Ken Bachelor** – 732 Windjammer Lane

- **Daniel Cap** – 191 Resse Loop
- **John Fowler** – 1941 Spinnaker Lane

The following spoke in support of the need for a new and functional Animal Shelter:

- **Rick Simmons** – 345 Glenhaven Drive
- **Kathy Feters** – 125 Westlake Court

### **DISCUSSION ITEM**

#### **1. Proposed FY2025-26 annual budget**

Council reviewed and discussed the proposed for FY 2025-26 budget and capital improvement expenses.

### **ADJOURNMENT**

Mayor Goode adjourned at 10:52 AM.

**Presented and approved on September 2, 2025.**

\_\_\_\_\_  
Randa Goode, Mayor

Attest:

\_\_\_\_\_  
Yael Hoffman, TRMC, MMC  
City Secretary



# MINUTES

## Regular Meeting

### Azle City Council

505 W. Main Street  
Azle, Texas 76020

**August 18, 2025**

**6:00 PM**

**Council Chambers**

#### **CALL TO ORDER**

Mayor Goode called the meeting to order at 6:01 PM

#### **Members Present:**

Mayor Randa Goode  
Mayor Pro-tem Stacy Peek  
Councilmember Derrick Nelson  
Councilmember Amy Estes  
Councilmember Josh Berry  
Councilmember Rouel Rothenberger  
Councilmember Brian Conner

#### **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 |
| Stephen Barnes  | Finance Director                     |
| Angelia Garrett | Assistant Finance Director           |
| Cat Schueter    | Human Resources Manager              |
| Curren McLane   | Library Director                     |

#### **INVOCATION**

Jose Villalobos - Primera Iglesia Bautista Music & Youth Leader, gave the invocation.

#### **PLEDGE OF ALLEGIANCE**

Mayor Goode led the Pledge of Allegiance.

#### **PUBLIC PARTICIPATION**

**Jim Kirk**, 116 Westlake Woods Dr - addressed the council on sewer connections.

#### **ACTION ITEMS**

##### **1. Consider any action on the August 4, 2025 regular council and August 12, 2025 budget workshop minutes.**

Councilmember Estes moved to approve the August 4, 2025 regular council and August 12, 2025 budget workshop minutes, as presented. Councilmember Conner seconded the motion.

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

Brian Conner, Josh Berry

**2. Consider any action on appointing Damon Bethurum to serve on the Building Board of Appeals (BBA) in the Place 3 position.**

Planning and Development Director David Hawkins stated this item was previously tabled as Council requested clarification regarding a potential conflict of interest if Mr. Bethurum were to serve on both the Building Board of Adjustment and the Building Board of Appeals. Mr. Hawkins advised there is no conflict of interest in serving on both boards.

Councilmember Rothenberger moved to approve appointing Damon Bethurum to serve on the Building Board of Appeals (BBA), Place 3, as presented. Councilmember Conner seconded the motion.

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

**PUBLIC HEARING**

**3. Conduct a public hearing and consider any action on Ordinance No. 2025-10 regarding text amendments to Chapter 14 “Zoning Ordinance” of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider amendments to the minimum lot width regulations within the single-family residential zoning districts.**

Mayor Goode recognized Director of Planning and Development David Hawkins, who explained these amendments will add "minimum lot width regulations for single-family residential zoning districts."

**Mayor Goode opened the public hearing at 6:11 PM.**

**No one spoke**

**Mayor Goode closed the public hearing 6:16 PM.**

Councilmember Estes moved to approve Ordinance No. 2025-10 regarding text amendments to Chapter 14 “Zoning Ordinance” of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider amendments to the minimum lot width regulations within the single-family residential zoning districts, as presented. Councilmember Nelson seconded the motion.

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

Nay: (1) Josh Berry

**4. Conduct a public hearing and consider any action on Ordinance No. 2025-11 regarding text amendments to Chapter 14 “Zoning Ordinance” of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding a definition for “Vehicle Repair”.**

Director of Planning and Development David Hawkins explained the request for this zoning ordinance, noting that it specifically addresses *vehicle repair businesses*.

**Mayor Goode opened the public hearing at 6:25 PM.**

**No one spoke.**

**Mayor Goode closed the public hearing 6:25 PM.**

The Council requested to table this item until the next regular meeting.

**5. Conduct a public hearing on the proposed ad valorem tax rate of \$0.6779927 for FY 2026**

City Manager Tom Muir provided an overview of the proposed tax rate.

**Mayor Goode opened the public hearing at 7:54 PM.**

The following people spoke against the proposed budget, the proposed tax rate, and the debt issuance for the animal shelter:

**Jim Kirk** - 116 Westlake Woods Dr  
**Larry Beck** - 4 Kona Drive  
**Jimmy Carter** - 1009 Lee Lane  
**Susan Pace** - 520 Clew Ct.  
**Nick North** - 1305 Glenwood Drive  
**Jan Morgan** - No address  
**John Salitore** - 1244 Tradewind Circle  
**Ken Bachelor** - 432 Windjammer Lane  
**John Fowler** - 1941 Spinnaker Lane  
**Gabriela Ahlheim** - 423 Regatta Lane  
**Michael Barber** - 1348 Spinnaker Lane  
**Steve Harding** - 444 Windjammer Lane  
**Alexander Lora** - 229 Macadamia  
**Debbie Vanover** - 612 Ivy Street  
**Fiona Koeners** - 1204 Pistachio Drive  
**Loyd Nanock** - 1909 Spinnaker Lane

**Mayor Goode closed the public hearing at 8:20 PM.**

**6. Conduct a public hearing on the FY 2026 budget and set the date for adopting the budget**

City Manager Muir gave an overview of the FY 2025-26 budget, along with Finance Director Stephen Barnes.

**Mayor Goode opened the public hearing at 6:53 PM.**

The following people spoke against the proposed budget, the proposed tax rate, and the debt issuance for the animal shelter.

**Jim Kirk** - 116 Westlake Woods Dr  
**Larry Beck** - 4 Kona Drive  
**Jimmy Carter** - 1009 Lee Lane  
**Susan Pace** - 520 Dlew Ct.  
**Nick North** - 1305 Glenwood Drive  
**Jan Morgan** - No address  
**John Salitore** - 1244 Tradewind  
**Ken Bachelor** - 432 Windjammer  
**John Fowler** - 1941 Spinnaker Lane  
**Gabriela Ahlheim** - 423 Regatta Lane  
**Michael Barber** - 1348 Spinnaker Lane  
**Steve Harding** - 444 Windjammer  
**Alexander Lora** - 229 Macadamia  
**Debbie Vanover** - 612 Ivy Street  
**Fiona Koeners** - 1204 Pistachio Drive  
**Loyd Nanock** - 1909 Spinaker Lane

**Mayor Goode closed the public hearing at 7:40 PM.**

Councilmember Berry moved to set the date of August 25, 2025 for adopting the FY 2025-26 Budget. Mayor Pro-tem Peek seconded the motion.

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

## **DISCUSSION ITEMS**

### **7. Food trucks**

Council postponed discussion of this item until the next regular council meeting.

## **ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS**

None

## **MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST**

08-25-2025 - Special Council Meeting.

## **ADJOURNMENT**

Mayor Goode adjourned at 8:22 PM.

**Presented and approved on 09-02-2025**

\_\_\_\_\_  
Randa Goode, Mayor

Attest:

\_\_\_\_\_  
Yael Hoffman, TRMC, MMC  
City Secretary



## MINUTES Special Meeting Azle City Council

505 W. Main Street  
Azle, Texas 76020

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**August 25, 2025**

**6:00 PM**

**Council Chambers**

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### **CALL TO ORDER**

Mayor Goode called the meeting to order at 6:03 PM.

### **Members Present:**

Mayor Randa Goode  
Mayor Pro Tem Stacy Peek  
Councilmember Derrick Nelson  
Councilmember Amy Estes  
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 |
| Rick White          | Director of Public Services          |
| Stephen Barnes      | Finance Director                     |
| Angelia Garrett     | Assistant Finance Director           |
| Matthew Sommerfield | Golf Course Manager                  |
| Curren McLane       | Library Director                     |
| Kevin Rogers        | Police Lieutenant                    |
| Kristen Pegues      | Community & Marketing Specialist     |
| Amanda Scott        | Special Events Coordinator           |
| Jessie Williams     | Animal Control Supervisor            |
| Beckie Wethington   | Human Resources Generalist           |

### **PLEDGE OF ALLEGIANCE**

Mayor Goode led the Pledge of Allegiance.

### **PUBLIC PARTICIPATION**

#### **Public Comments:**

- **Kathy Feters, 125 Westlake Court** – Addressed the Council regarding the need for a new animal shelter facility.
- **Larry Beck, 4 Kona Drive** – Requested the Council not increase the tax rate.

- **John Fowler, 1941 Spinnaker Ln** – Spoke in opposition to both the proposed tax rate increase and the debt issuance.
- **Ken Bachelor, 432 Windjammer Ln** – Addressed the need for a new maintenance facility and suggested the animal shelter could be constructed in phases.
- **Leslie Simmons, 345 Glenhaven Dr** – Thanked the Council for their service, recognized the dedication of the volunteers and staff at the shelter, and expressed support for improvements and replacement of the existing facility.
- **Rick Simmons, 345 Glenhaven Dr** – Opposed the proposed tax rate increase and any issuance of bonds or loans.
- **Frank Insell, 6724 Hill Court** – Commended the shelter staff for their hard work, noting the shelter manages more than just dogs and cats, including the removal of dead animals. He expressed the need to renovate or replace the shelter.
- **Alex Lora, 229 Macadamia Drive** – Questioned the need for a larger facility, expressing the opinion that the City should remain with the current shelter size and level of service.
- **Will Dubuis, 125 S. Broadway** – Agreed that a new shelter is needed, but opposed a facility as costly as \$11 million.
- **Juda Attkisson, 1801 Spinnaker Ln** – Asked Council to justify the proposed tax rate and suggested exploring grant opportunities.
- **Maggie Nieves, 744 High Crest Drive** – Spoke in opposition to the proposed tax increase.
- **Tracey Brashear, 400 Mary Dr** – Requested additional details regarding projected revenues from new construction.
- **Daniel Cap, 199 Reese Loop** – Requested the costs associated with the animal shelter project be revisited.
- **Keith Sultemeier, 7817 Jacksboro Highway** – Thanked the Council for their service and noted his volunteer work with AASHA. He stated the original shelter, built in the 1980s, has significant issues, including mold, roof damage, and foundation deterioration, making the facility unsafe for both people and animals. He urged that repairs or replacement be prioritized before conditions get worse.

## **ACTION ITEMS**

1. **Consider any action on Resolution 2025-16 approving and authorizing publication of notice of intention to issue Certificates of Obligation in the amount of either \$10 Million or \$20 Million.**

Mayor Goode moved to issue no debt and deny Resolution 2025-16 authorizing publication of notice of intention to issue Certificates of Obligation in the amount of either \$10 Million or \$20 Million. Councilmember Nelson seconded the motion.

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

2. **Consider any action on Ordinance No. 2025-12 setting forth the expenditures/expenses to conduct each fund for the municipal government of the City of Azle, Texas for the period beginning October 1, 2025 and ending September 30, 2026, appropriating money for the various funds, setting out the purposes of such various funds, and providing an effective date.**

Councilmember Conner moved to approve Ordinance No. 2025-12 setting forth the expenditures/expenses to conduct each fund for the municipal government of the City of Azle, Texas for the period beginning October 1, 2025 and ending September 30, 2026, appropriating money for the various funds, setting out the purposes of such various funds, and providing an effective date. Councilmember Rothenberger seconded the motion.

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

**3. Consider any action on ratifying the property tax increase reflected in the FY 2026 Budget.**

Councilmember Berry moved to approve ratifying the property tax increase reflected in the FY 2026 Budget, as presented. Councilmember Conner seconded the motion.

Yes: (5) Randa Goode, Stacy Peek, Rouel Rothenberger, Brian Conner, Josh Berry

No: (2) Derrick Nelson, Amy Estes

**4. Consider any action on Ordinance No. 2025-13 levying taxes for the uses and support of the municipal government of the City of Azle, Texas, for the fiscal year beginning October 1, 2025 and ending September 30, 2026, and providing for interest and sinking funds for the tax year 2025, and approving each levy for the specific purpose, and providing an effective date.**

Councilmember Conner moved to adopt Ordinance 2025-13, and that the property tax rate be increased by the adoption of a tax rate of \$0.6246927, which is effectively a 3.49% (percent) increase in the tax rate. Councilmember Berry seconded the motion.

Yes: (5) Randa Goode, Stacy Peek, Rouel Rothenberger, Brian Conner, Josh Berry

No: (2) Derrick Nelson, Amy Estes

**ADJOURNMENT**

Mayor Goode adjourned at 7:04 PM.

**Presented and approved on 09-02-2025.**

\_\_\_\_\_  
Randa Goode, Mayor

Attest:

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Yael Hoffman, TRMC, MMC  
City Secretary




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**Presenter:** Kyle Culwell, Parks Superintendent

**Agenda Item:** Consider any action authorizing the City Manager to execute an agreement with Meals on Wheels, Inc. of Tarrant County to manage the City's Senior Citizen Center.

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**Background and Explanation:**

Since October 2020, the City has contracted with Meals on Wheels of Tarrant County to manage the Azle Senior Citizen Center and provide a congregate meal program. The proposed renewal is a three-year agreement under which Meals on Wheels will continue to:

- Operate the Azle Senior Citizen Center, Monday through Friday, 10:00 a.m.–3:00 p.m. (excluding holidays).
- Provide a congregate meal program for residents 60 years of age or older.

Meals on Wheels has historically received federal funds to assist with this service. However, the federal funds are no longer available and Meals on Wheels has proposed the following adjustments for the upcoming agreement:

- Increase the annual management rate to \$33,894.89 from the current fee of \$23,196.41.
- Apply an additional 3% annual increase each October.
- Raise the meal rate for non-eligible visitors and staff by \$2, bringing the cost to \$9.00 per meal.

These adjustments are necessary to maintain program quality, meet rising operational expenses, and ensure continued support for Azle's senior population.

**Board/Commission/Committee Recommendation:**

N/A.

**Staff Recommendation:**

Authorize the City Manager to execute the attached agreement with Meals on Wheels.

**Attachments:**

1. City of Azle Contract- 2025 - 2028 final



## AGREEMENT FOR ADULT ACTIVITY CENTER OPERATIONS AND CONGREGATE MEALS

This agreement is made by and between the **CITY OF AZLE**, whose principal address is located at 505 W. Main St., Azle, Texas, 76020, Tarrant County, Texas and **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, whose principal place of business is 5740 Airport Freeway, Fort Worth Texas, 76117, Tarrant County, Texas (the "Agreement"). The **CITY OF AZLE and MEALS ON WHEELS, INC. OF TARRANT COUNTY** may be identified as the "Parties."

The purpose of this Agreement is to provide a Congregate Meal Program for persons age 60 years or older and their spouse (the "Program"). The Program will be considered a joint and cooperative program of the **CITY OF AZLE**, and **MEALS ON WHEELS, INC. OF TARRANT COUNTY**. It is further agreed by the Parties that all Parties will comply with Texas Health and Human Services Commission (HHSC) and Administration for Community Living (ACL) Title 111-C and Title III-B Service Standards for sub-contractors.

This agreement shall be for a period of three years, commencing on the **1<sup>st</sup> day of October 2025**, and shall continue through the **30<sup>th</sup> day of September 2028** or until it has been terminated by either party by giving thirty days' written notice to the other party. Further, this agreement is entered into in the County of Tarrant, Texas.

### **I. MEALS ON WHEELS, INC. OF TARRANT COUNTY:**

In consideration for this Agreement between the parties, IT IS AGREED that the **CITY OF AZLE** shall pay **MEALS ON WHEELS, INC. OF TARRANT COUNTY** at an annual rate of **\$33,894.89** to be billed monthly at the rate of **\$2,824.57** per month to provide management services for the operation of the AZLE Adult Activity Center, 601 S.E. Parkway, Azle, Texas (the "Center"). The amount of this contract will increase by three percent (3%) each October 1st. The Center's daily operations are outlined in **Section I.1** below, which includes holiday and closure for inclement weather or other emergencies. Management services of the Center shall include, but are not limited to, the following: management of staff and volunteers, schedule speakers, clubs, crafts, food distribution, and provide overall program support.

1. Provide noon lunches at the **Center** on Monday through Friday, with the exception of inclement weather/emergency closure days and the following holidays: **New Years Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve and Christmas Day**. Additional holidays may be identified through mutual written agreement by the Parties.
2. Provide a Center Director who is responsible for the operation of the Congregate Meals Program and Adult Activity Center programming such as table games, health and wellness education, special trips, birthday parties, open house celebrations, guest speakers, karaoke, exercise class,

book clubs and bible study.

3. Require the Center Director, or volunteer director to receive current First Aid and CPR training for the operation of the Congregate Meal and Adult Activity Center Program.
4. Ensure upon hiring, that the Center Director attends **MEALS ON WHEELS, INC. OF TARRANT COUNTY Center Operations' Policy and Procedure Training** and **Texas Health and Human Services Commission (HHSC) Adult Activity Center and Congregate Meal State Standards Training**. Training to be provided by **MEALS ON WHEELS, INC. OF TARRANT COUNTY**.
5. Provide training for the Center Director, on call director and volunteers on food handling procedures as required by state and local health departments. Food Handlers Training Certificates shall be provided for posting in kitchen/dining area as required by the Tarrant County Health Department.
6. Comply with all applicable Federal and State Guidelines for Congregate Nutrition Services as funded by the Older Americans Act of Congress, Title 111-C1 and USDA with regard to meals served by **MEALS ON WHEELS, INC. OF TARRANT COUNTY**. Meals shall contain at least one-third of the current recommended dietary allowance established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council.
7. Provide management, training and technical assistance related to Congregate Meal Program operations. Provide copies of health inspection standards for food service sites, all health and safety codes, and other applicable regulations pertaining to the physical condition and maintenance of the facility relating to the congregate meal program.
8. Provide annual Operations and Food Service Sanitation Compliance site visits.
9. Provide warmer and serving utensils and food service supplies as outlined in **MEALS ON WHEELS, INC. OF TARRANT COUNTY Policy and Procedure**  
**Meals will be pre-plated and sealed in the MEALS ON WHEELS, INC. OF TARRANT COUNTY food production facility. All** nutrition and health education information supplied by **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, is available to all participants at the Center.
10. Use the established, in-place, envelope system (as outlined in the **MEALS ON WHEELS, INC. OF TARRANT COUNTY Center Operations Policy and Procedures Manual**, which is incorporated by reference for all purposes) for eligible participants to make contributions if they so choose.
11. Require all non-eligible visitors and staff served to pay the posted rate, (currently **\$9.00 per meal**).

12. Use the established, in-place, collection and release procedure (as outlined in the **MEALS ON WHEELS, INC. OF TARRANT COUNTY** Center Operations Policy and Procedures Manual) to ensure all contributions and funds collected for the Congregate Meal Program are forwarded to **MEALS ON WHEELS, INC. OF TARRANT COUNTY**.
13. Provide activity roster attendance sheets for meal reservations and meal consumption tracking.
14. Prepare and provide all forms, reports, statements, and documentation required as stated in the **MEALS ON WHEELS, INC. OF TARRANT COUNTY** Center Operations Policy and Procedures Manual.
15. **MEALS ON WHEELS, INC. OF TARRANT COUNTY** agrees to include the **City of Azle** as a named insured on its general liability insurance policy. A copy of the certificate of insurance shall be provided to the City as part of this Agreement.

## **II. CITY OF AZLE**

In consideration of the agreement between the parties the **CITY OF AZLE** agrees to provide the following resources and services related to the operation of the Adult Activity Center and Congregate Meals Program.

### **CITY OF AZLE will:**

1. Provide, at no cost to **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, space within the **Center**, Monday through Friday for the Program.
2. Provide, at no cost to **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, the following equipment to support the Program: the use of a first aid kit, locking file cabinet, refrigerator, oven, tables, chairs, and secured storage for food service supplies. **MEALS ON WHEELS, INC. OF TARRANT COUNTY** reserves the right to request additional equipment necessary for the operation of the Program that the **CITY OF AZLE** may consider providing, if permitted by its budget.
3. Provide, at no cost to **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, maintenance and utilities, internet and a phone line to support the Program.
4. Comply with city/county/state health inspection standards for food service sites, all health and safety codes, and other applicable regulations pertaining to the physical condition and maintenance of the Center.
5. Provide a copy of a Certificate of Insurance or letter of self-insurance and name of excess liability carrier to **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, covering the Center and Center Equipment.

**III.** It is further agreed between the parties that the designated representative of **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, will meet with the designated representative of the **CITY OF AZLE** to review current operations and any necessary amendments when called upon. Any amendment or modification to this agreement must be agreed upon in writing between the Parties.

**IV.** It is further agreed that the **MEALS ON WHEELS, INC. OF TARRANT COUNTY** shall indemnify, and hold harmless **THE CITY OF AZLE**, its officers, servants, agents, contractors, volunteers, representatives, and employees harmless from any and all liability, demands, claims, actions, losses, interests, costs of defense and expenses, including reasonable attorney fees, expert fees, and court costs arising from and in connection with the performance of this agreement if such liability, demands, claims, actions, losses, interests, cost of defense and expenses, including reasonable attorney fees, expert fees, and court costs are founded in whole or in part upon the negligence of **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, its officers, servants, agents, contractors, volunteers, representatives, and employees.

Further, to the extent allowed by law, the **CITY OF AZLE** shall indemnify, and hold harmless **MEALS ON WHEELS, INC. OF TARRANT COUNTY**, its officers, servants, agents, contractors, volunteers, representatives, and employees harmless from any and all liability, demands, claims, actions, losses, interests, costs of defense and expenses, including reasonable attorney fees, expert fees, and court costs arising from and in connection with the performance of this agreement if such liability, demands, claims, actions, losses, interests, cost of defense and expenses, including reasonable attorney fees, expert fees, and court costs are founded in whole or in part upon the negligence of the **CITY OF AZLE**, its officers, servants, agents, contractors, volunteers, representatives, and employees.

**V. Exclusive Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the matters settled herein, no representations, warranties or other statements or promises have been made by any Party to any other Party in connection with this Agreement that are not fully expressed herein, and this Agreement supersedes any and all prior understandings and agreements between the Parties with respect to the subject matter of this Agreement.

**VI. Amendment.** This Agreement may only be amended or modified by written agreement signed by the Parties, or their respective counsel, if authorized.

**VII. Partial Invalidity.** If any part of this Agreement is held by a court, or other forum of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

**VIII. Applicable Law.** This Agreement will be construed and enforced in accordance with and governed by the laws of the State of Texas without respect to the conflict of law's provisions thereof. Exclusive venue for any lawsuits or actions of law or in equity arising here under shall be in Tarrant County, Texas.

**IX. Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile or other electronic means) with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

**X. Authority and Capacity.** Each Party signing this Agreement represents it is fully authorized to execute this Agreement and that no further actions by other parties are needed to make this Agreement binding and effective according to its terms and conditions.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2025

**MEALS ON WHEELS, INC. CITY OF AZLE TARRANT  
COUNTY**

BY \_\_\_\_\_  
ALISSA DEATON  
PRESIDENT & CEO

\_\_\_\_\_  
TOM MUIR  
AZLE CITY MANAGER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



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**Presenter:** Amber Beard, Assistant City Manager

**Agenda Item:** Consider any action authorizing the City Manager to execute a professional services agreement with Westwood Professional Services, Inc. for landscape and architecture services related to the Azle FY26 Green Ribbon Project located at the intersection of HWY 199 and Boyd Rd.

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**Background and Explanation:**

The Beautification Board desires to improve the landscaping at the intersection of HWY 199 and Boyd Rd. Staff applied for and received \$400,000 for the project in grant funding through the TxDOT Green Ribbon Grant Program. The scope of work includes planting enhancements featuring native and near-native species such as shrubs, grasses, and small trees. In addition to the plantings, aggregate mulch will be incorporated into the design to help manage runoff and promote sustainability.

The total cost of the project is \$454,000. The City will receive up to \$400,000 in grant funding; however, the \$54,000 allocated for design and engineering services is not reimbursable under the terms of the TxDOT grant.

Approval of this item authorizes the City Manager to execute a professional services agreement with Westwood Professional Services, Inc. for landscape and architecture services in the amount of \$54,000 for the project.

**Board/Commission/Committee Recommendation:**

N/A.

**Staff Recommendation:**

Authorize the professional services agreement.

**Attachments:**

1. 0069437.00\_2025-07-16\_Proposal
2. Item 6 FY2026 Green Ribbon project

July 16, 2025  
Project No.: 0069437.00

**Ms. Amber Beard**  
*Assistant City Manager*  
**CITY OF AZLE**  
505 West Main Street  
Azle, Texas 76020

Re: Professional Landscape Architecture Services  
**AZLE FY26 GREEN RIBBON**  
*Azle, Tarrant County, Texas*

Dear Ms. Beard:

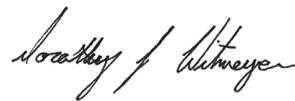
**Westwood Professional Services, Inc.** is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project consists of landscape planting and irrigation plans for the award of \$400,000.00 in TxDOT Green Ribbon funding to be used along HWY 199 at the intersection of Boyd Road.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and
- Exhibit D - Concept

**Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project.** If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Dorothy J. Witmeyer, P.L.A.

DJW/jmc

These **General Conditions of Agreement** for the **Azle FY26 Green Ribbon** (the “**Project**”), together with the attached Exhibits and any amendments hereto, are an agreement (collectively, the “**Agreement**”) between **City of Azle** (“**Client**”), a **Texas Governmental Entity**, and **Westwood Professional Services, Inc.** (“**Westwood**”), a Texas corporation. Client and Westwood are each a “**Party**” and collectively, the “**Parties**” to this Agreement dated **July 16, 2025** (the “**Effective Date**”).

## **1.01 BASIC AGREEMENT**

In exchange for the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that Westwood shall provide, or cause to be provided, the professional services (the “**Services**”) set forth in this Agreement for Client in exchange for payment contemplated herein. In addition, Westwood shall provide drawings, specifications, plans, designs, work product, and other items and materials as described in this Agreement (the “**Deliverables**”).

## **2.01 SCOPE AND RESPONSIBILITIES**

- A. *Westwood.* Westwood shall perform Services for the Project as set forth in the Scope of Services & Fee Proposal, attached and incorporated by reference herein as **Exhibit “A”**, in accordance with the terms of this Agreement. Westwood reserves the right to augment its staff with employees and/or consultants as it deems appropriate to assist in the performance of Services for the Project due to Project logistics, scheduling issues, and/or market conditions. The Deliverables and all other documents, software, data, intellectual property, and other work products created, developed, produced, delivered, performed, and/or provided by Westwood, whether in hard copy or in electronic form, are instruments of service (“**Instruments of Service**”) for this Project, whether the Project is completed or not.
- B. *Client.* In addition to the other responsibilities described in this Agreement and/or imposed by law or in equity, Client shall have the following obligations:
  - 1. Provide all information and criteria as to Client’s requirements, objectives, and expectations for the Project, including all numerical criteria that Client expects Westwood and its consultants, if any, to meet, including all standards of development, design, and/or construction.
  - 2. Provide Westwood all previous studies, plans, and/or other documents pertaining to the Project, including but not limited to the contract with the property owner (the “**Prime Contract**”), if any, and all applicable data requested by Westwood.
  - 3. Arrange for reasonable access to the Project site and other private or public property, including any easements or other authorizations as required for Westwood to provide the Services.
  - 4. Review all documents and/or oral reports presented by Westwood and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services for the Project.
  - 5. Apply for and furnish applicable approvals, licenses, and/or permits from governmental authorities having jurisdiction over the Project.
  - 6. Furnish certifications and/or consents from other entities as may be necessary from time to time and in accordance with Section 10.01.C herein.

7. Be responsible for obtaining from others such independent accounting, legal, insurance, cost estimating, and overall feasibility services as Client may desire for the Project.
8. Comply with all applicable safety guidelines at the Project site at its own expense.
9. Give reasonably prompt written notice to Westwood whenever Client becomes aware of any development that affects the scope, timing, and/or payment of Westwood's Services and/or any defect or noncompliance in any aspect of the Project.
10. Bear all costs incidental to the responsibilities of Client under this Agreement.

### 3.01 ADDITIONAL SERVICES

- A. The Parties recognize that the Project scope may change from time to time, and in such an event, Westwood may furnish services in addition to those set forth in the Scope of Services & Fee Proposal, if authorized by Client in writing.
- B. In such case(s), the Parties shall appropriately and reasonably adjust Westwood's Services, the Project Schedule, and compensation for such additional services. Specifically, Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class plus reimbursable expenses and Westwood's consultant charges, if any. Client shall also adjust the budget and anticipated design and construction milestones, if any, as necessary to accommodate such changes to the Project Schedule. Additional Services may be documented in a Project Change Order, a template of which is attached and incorporated by reference herein as **Exhibit "E"**.

### 4.01 PAYMENT PROCEDURES

- A. *Compensation.* Client shall compensate Westwood for its Services as set forth in the Compensation & Method of Payment/Fee Schedule, attached and incorporated by reference herein as **Exhibit "B"**, including any subsequent amendments and/or change orders. Client shall pay Westwood as follows:
  1. *Hourly.* If the Services are agreed to be on an hourly basis, invoice amounts shall be in accordance with Westwood's Fee Schedule in effect at the time when the Services are performed. Westwood's standard hourly rates in the Fee Schedule shall be defined as an amount equal to the cumulative hours charged to the Project by Westwood's employees times standard hourly rates for each applicable billing class for all Services performed on the Project plus reimbursable expenses and Westwood's consultant charges, if any. Fee Schedule prices and rates are subject to change.
  2. *Lump Sum.* If the Services are agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task plus reimbursable expenses and Westwood's consultant charges, if any.

Reimbursable expenses are defined as project-related internal expenses to Westwood actually incurred plus all invoiced external reimbursable expenses allocable to the specific project, the latter of which is multiplied by a factor of 1.15.

If applicable, when compensation to Westwood includes charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The consultant's reimbursable expenses and Westwood's factors include consultant

overhead and profit associated with Westwood's responsibility for the administration of such services.

Fee estimates are included in the Scope of Services & Fee Proposal. Westwood may alter the distribution of compensation between individual phases of work to be consistent with Services actually rendered.

- B. *Preparation of Invoices.* Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.
- C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt.
- D. *Termination or Suspension of Services.* If Client fails to make any payment due to Westwood for fees, costs, or expenses within thirty (30) days of receipt of Westwood's invoice, such failure shall be considered substantial nonperformance and cause for termination in accordance with Section 9.01.B.2.iii of this Agreement. Alternatively, Westwood may suspend Services under this Agreement until Westwood has been paid in full for all amounts due and after giving seven (7) days advance written notice to Client. In the event of a suspension of Services, Westwood shall have no liability for delay or damage caused because of its suspension of Services. If Westwood resumes its Services after being paid all amounts due, the Project and Fee Schedules may be equitably adjusted, if necessary.
- E. *Payment Disputes.* Client shall provide written notification to Westwood within fourteen (14) days of receipt of the invoice should Client object to all or any part of the charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice, and the disputed portion shall be resolved in accordance with Section 8.01 herein.

In no event shall Client withhold amounts from Westwood's compensation to impose a penalty or liquidated damages unless Westwood has been found liable for the amounts in a binding dispute resolution proceeding or lawsuit. Further, Westwood has the right to engage consultants to mitigate its damages, if needed.
- F. *Taxes.* Each Party shall be solely responsible for their own tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to this Agreement.
- G. *Attorney Fees.* In the event that Westwood must retain an attorney or collection agency due to Client's breach of this Agreement and/or to recover amounts due and owing to Westwood, including any additional services authorized by Client in writing pursuant to Section 3.01, Client shall be liable for all fees, costs, and expenses, including reasonable attorney fees, incurred regardless of whether an action is filed or not.
- H. *Interest.* Interest on any outstanding invoice balance past 30 days shall accrue at the rate of 1.25% per month or the highest rate permitted by law. Payments will be credited first to interest and then to principal.

## **5.01 INTELLECTUAL PROPERTY**

- A. *Ownership and License.* Upon Westwood's receipt of full payment for the Deliverables and/or Instruments of Services, Client shall be the owner of all right, title, and interest in and to any and

all Deliverables and/or Instruments of Service. Provide, however, that Westwood shall retain any ownership, copyright, and property interests in its standard systems, sections, details and specification.

- B. *Reuse*. Deliverables and/or Instruments of Service are not intended or represented to be suitable and are not licensed to Client for reuse, change, or alteration on extensions of the Project or on any other project without the express written permission of Westwood. Any unauthorized use of the Deliverables and/or Instruments of Service will be at the Client's sole risk without legal exposure or liability to Westwood.

## 6.01 GENERAL CONSIDERATIONS

- A. *Standard of Care*. The standard of care (“**Standard of Care**”) for all Services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Westwood shall perform its Services as expeditiously as is consistent with such professional skill and care and in accordance with the orderly progress of the Project.
- B. **DISCLAIMER OF WARRANTIES AND GUARANTEES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01.A ABOVE, WESTWOOD MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO WESTWOOD'S SERVICES UNDER THIS AGREEMENT. WESTWOOD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THESE SERVICES AND THIS DISCLAIMER EXTEND TO ALL WESTWOOD DELIVERY SERVICES, SOFTWARE, DATA, AND ALL OTHER WESTWOOD WORK PRODUCT AND INTELLECTUAL PROPERTY. FURTHER, WESTWOOD NEITHER GUARANTEES THE PERFORMANCE OF ANY THIRD PARTY, INCLUDING CONTRACTORS, USING THE DELIVERABLES OR SERVICES NOR ASSUMES ANY RESPONSIBILITY FOR ANY THIRD PARTY'S FAILURE TO FURNISH OR PERFORM ANY WORK THAT USES THE DELIVERABLES OR SERVICES.**
- C. *Compliance with Laws*. The Parties will apply the Standard of Care identified in Section 6.01.A and will comply with applicable laws, codes, regulations, and ordinances in effect during the term of this Agreement, which to the best of each Party's knowledge, information, and belief, apply to each Party's respective obligations.
- D. *Right of Entry*. Client grants to Westwood, and, if the Project site is not owned by Client, shall obtain permission for, a reasonable right of entry, access, and/or easement from time to time by Westwood, its employees, agents, and/or consultants upon the Project site for the purpose of providing the Services. Upon written request and approval by Westwood, Westwood may assist Client in obtaining necessary permits and/or licenses related to rights of entry and/or easements in order for Westwood and Westwood's consultants, if any, to adequately access and perform Services at the Project site under this Agreement.
- E. *Underground Data and Investigative Equipment*. Client shall advise and provide Westwood with all information and data in its possession concerning the type and location of all underground utilities, both public and private, as applicable. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing Project site conditions and affect the environment in the area being studied despite the use of reasonable care. To the extent allowed by

Texas law, Client shall indemnify and hold Westwood harmless from claims for damages caused by reasons of Westwood's provision of Services under this Section.

- F. *Reliance on Client-Provided Data.* Client shall be responsible for—and Westwood and its consultants, if any, may use and/or rely upon—the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or Client's consultants, if any, including but not limited to Client's contractors, manufacturers, and/or suppliers (collectively, "**Client-Provided Data**"). Westwood may use such Client-Provided Data in performing or furnishing the Services under this Agreement, and Westwood shall coordinate the Services with the work provided by Client and/or Client's consultants for the Project.
- G. *Corrections.* Within 60 days of delivery, if Client reasonably and timely notifies Westwood in writing of a deficiency(ies) with Westwood's Services, Deliverables, and/or Instruments of Service, Westwood—as Client's sole and exclusive remedy—shall correct such deficiency(ies) without additional compensation to Client within 60 days after Westwood's receipt of Client's written notice, except to the extent such action is directly attributable to deficiencies in Client-Provided Data. If for any reason Westwood is not able to correct such deficiency(ies) within 60 days after Westwood's receipt of Client's written notice under this Section, Westwood will notify Client and will advise in writing the timeframe needed to correct the deficiency(ies) as expeditiously as possible.
- H. *Responsibility for Others.* Westwood shall not be responsible for the acts, errors, or omissions of any consultant(s), contractor(s), subconsultant(s), subcontractor(s), and/or supplier(s), or of any of their agents or employees or any other persons (except Westwood's own employees or those for whom Westwood is legally responsible) furnishing or performing any work or for any decision made on interpretations or clarifications of Deliverables or Instruments of Service without the consultation and advice of Westwood.
- I. *Non-Construction Phase Work.* It is understood and agreed that if Westwood's Services under this Agreement do not include construction-phase work, and that such work will be provided by Client or others on behalf of Client, then Client assumes all responsibility for interpretation of the Deliverables and/or Instruments of Service for construction observation and/or review. In such instances, if applicable, Client waives any and all claims against Westwood that may be in any way connected thereto. Further, Westwood shall not be required to make exhaustive or continuous on-site inspections of the Project to check the quality or quantity of the work for construction but will reasonably promptly report to Client known deviations, defects, and/or deficiencies, if any.
- J. *Hazardous Environmental Conditions.* The Parties acknowledge this Agreement does not include any Services related to a hazardous environmental condition. Such conditions include, but are not limited to the presence of, asbestos, polychlorinated biphenyls, petroleum, toxic substances or waste, and/or radioactive materials (collectively, "**Hazardous Environmental Conditions**"). If Westwood or any other entity or individual encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential, liquidated, or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client (i) retains an appropriate specialist consultant and/or contractor to identify and, as appropriate, abate, remediate, and/or remove the Hazardous Environmental Condition and (ii) warrants that the site is in full compliance with applicable laws, codes, regulations, and ordinances then in effect, if any. Westwood shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons or property to any such Hazardous Environmental Condition in any form at the Project site.

- K. *Substitutions*. Westwood shall not be responsible for Client's directive, substitution, or acceptance of non-conforming work at the Project that is made or given without Westwood's written approval.

## **7.01 ALLOCATION OF RISKS**

A. ***INDEMNITY BY WESTWOOD***. TO THE FULLEST EXTENT PERMITTED BY LAW, WESTWOOD SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) CLIENT, CLIENT'S OFFICERS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, OR EMPLOYEES IN THE PERFORMANCE OF WESTWOOD'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL WESTWOOD'S INDEMNITY OBLIGATIONS EXTEND BEYOND ANY APPLICABLE ANTI-INDEMNITY STATUTE OR THE LIMITS OF LIABILITY CONTEMPLATED IN SECTION 7.01.C BELOW.

B. ***INDEMNITY BY CLIENT***. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) WESTWOOD, WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND WESTWOOD'S CONSULTANTS, IF ANY, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF CLIENT OR CLIENT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OR CLIENT'S CONSULTANTS IN THE PERFORMANCE OF CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT.

### **C. *LIMITATION OF LIABILITY***

1. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO CLIENT AND WESTWOOD, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF WESTWOOD AND WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WESTWOOD UNDER THIS AGREEMENT OR \$1,000,000.00, WHICHEVER IS GREATER.
2. FURTHER, WESTWOOD'S TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF WESTWOOD

AND IN PART BY THE NEGLIGENCE OF CLIENT OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL SHALL NOT EXCEED THE PERCENTAGE SHARE THAT WESTWOOD'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE AT ISSUE.

3. IT IS INTENDED BY THE PARTIES THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT SUBJECT WESTWOOD'S INDIVIDUAL SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OR EMPLOYEES TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH WESTWOOD'S SERVICES UNDER THIS AGREEMENT.
4. UNDER NO CIRCUMSTANCES SHALL WESTWOOD BE LIABLE FOR EXTRA COSTS, DAMAGES, FEES, OR OTHER CONSEQUENCES DUE TO CHANGED CONDITIONS OR FOR THE FAILURE OF OTHER ENTITIES OR INDIVIDUALS TO PERFORM WORK IN ACCORDANCE WITH THE DESIGN PLANS AND SPECIFICATIONS.

**D. WAIVER OF CERTAIN DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES AGAINST THE OTHER, INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, EXEMPLARY, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, THE PROJECT, THE DELIVERABLES, INSTRUMENTS OF SERVICE, AND/OR EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. THIS PROHIBITION EXTENDS TO ANY CLAIMS BY CLIENT OR A THIRD PARTY(IES) FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, GOOD WILL, COST OF SUBSTITUTE FACILITIES, GOODS, SERVICES, AND/OR COST OF CAPITAL.

## **8.01 CLAIMS AND DISPUTES**

- A. *Notice.* In addition to the provisions of Section 4.01.F above regarding payment disputes, if any other dispute, controversy, or claim ("**Dispute**") should arise between the Parties relating to this Agreement, written notice of the Dispute shall be provided by the aggrieved Party to the other Party within 14 days of the instance giving rise to the Dispute.
- B. *Informal Dispute Resolution.* After written notice of a Dispute, the Parties shall attend an in-person meeting, or by remote means if mutually agreeable, in the county where the Project is located or at another mutually agreeable venue. Each Party shall designate at least one person with authority to act and bind the company on its behalf to attend the meeting in a good faith effort to resolve the Dispute and in a timely and cost-effective manner before any further escalation as detailed in this Section.
- C. *Mediation and Litigation.* Should any Dispute fail to resolve during the meeting required under Section 8.01.B, such Dispute shall be submitted to mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association as a condition precedent to arbitration. The Parties shall agree upon a mediator in the county where the project from which the Dispute arises is located or in another county if mutually agreed in writing by the Parties. The Parties shall split any mediation fee(s) payable to the mediator to conduct the mediation. The Parties shall each be responsible for and bear their own separate costs and fees for the mediation. Any mediation or civil action by Client must be commenced within one year of the

accrual of the cause of action asserted but in no event later than allowed by applicable statutes. Should mediation fail, the Dispute shall be resolved by litigation to be held in the county where the Project is located or in another county if mutually agreed in writing by the Parties.

- D. *Subpoenas and Document Production.* In the event Westwood is asked or forced through subpoena, deposition, or otherwise to participate in a dispute resolution proceeding between Client and a third-party(ies), including but not limited to providing trial and pre-trial testimony and searching, reviewing, and/or producing documents, Westwood shall recover its costs, fees, and expenses (including its attorney fees) and be compensated for all time spent at the highest rate provided in **Exhibit “B”**.
- E. *Prevailing Party.* In the event of a Dispute, mediation, arbitration, or litigation related to the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorney fees, expenses, and costs in bringing or defending the action. As used herein, a **“Prevailing Party”** means the party that is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to the totality of claims, including counterclaims and crossclaims, if any, and having the greatest value or importance as determined by the court, mediator, or arbitrator(s) allowing for all of the claims and defenses asserted. In claims for money damages, the total amount of recoverable attorney fees, expenses, and costs shall not exceed the net monetary award or judgment of the prevailing party.
- F. *Consolidation/Joinder.* The Parties agree to consolidation and/or joinder with another pending dispute resolution proceeding, if any, to the extent such consolidation and/or joinder (i) substantially involves common questions of law or fact; (ii) is in the interest of justice or is otherwise necessary to afford complete relief to the Parties hereto; and (iii) is permitted by the judge, arbitrator, mediator, or other decision maker in the other dispute resolution proceeding. The Parties consent to consolidation and/or joinder under this Section even if the other dispute resolution proceeding is in a venue not provided for in this Agreement and/or otherwise is not selected by the Parties hereto.
- G. *Performance.* Client shall continue its payment obligations in accordance with this Agreement during the pendency of any dispute resolution proceedings, including informal dispute resolution, mediation, arbitration, and/or litigation.

## **9.01 TERM AND TERMINATION**

- A. *Term.* This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year after Westwood’s completion of Services. This Agreement may be renewed by mutual written agreement of the Parties.
- B. *Termination.* This Agreement may be terminated:
  - 1. By either Party upon 30 days written notice in the event of failure by the other Party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the Party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within 30 days of receipt of said notice; provided, however, that if and to the extent such failure cannot be reasonably cured

within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. By Westwood:

- i. Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional;
- ii. Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than 90 days for reasons beyond Westwood's control; or
- iii. Upon seven (7) days written notice if Client fails to make any payment due to Westwood in accordance with this Agreement.

Westwood shall have no liability to Client as a result of such termination in this Section.

3. In the event of a termination of this Agreement, the terminating Party may set the effective date of termination at a time up to 30 days later than would otherwise be provided to allow Westwood time to demobilize personnel and equipment from the Project site; to complete tasks providing value that would otherwise be lost; to prepare notes as to the status of completed and uncompleted tasks; and/or to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

## 10.01 MISCELLANEOUS PROVISIONS

- A. *Insurance.* Westwood shall maintain insurances during the term of this Agreement as indicated in **Exhibit "C"**, attached and incorporated by reference herein.
- B. *Independent Contractor.* Nothing contained in this Agreement shall be construed to mean that Westwood and Client are engaging in an employer/employee relationship, joint venture, agency, fiduciary relationship, or partnership. The Parties shall at all times be and remain independent contractors of one another. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Neither Party shall have any obligation or duty to the other Party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the Parties hereunder.
- C. *Successors and Assigns.* The Parties and the partners, successors, executors, administrators, and legal representatives of each Party are each hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) under this Agreement without the written consent of the other.

- D. *No Third-Party Rights.* This Agreement shall not create any rights or benefits to entities other than to Client and Westwood, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Westwood. No third party shall have the right to rely on Westwood's Deliverables, Instruments of Service, or opinions rendered in connection with the Services without the written consent of Westwood and the third party's agreement to be bound to the same conditions and limitations as Client.
- E. *Force Majeure.* An event of force majeure ("**Force Majeure**") occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather conditions, war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or the inability to provide a safe working environment.

In the event of a Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure, and the Project Schedule shall be equitably extended by a like number of days as the event of Force Majeure.

If Services are suspended for 30 days or more, Westwood may, in its sole discretion and upon five (5) days prior written notice, terminate this Agreement, the amendments hereto, if any, the affected change order(s), if any, or any of the above. In the case of such termination, and in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

- F. *Choice of Law.* This Agreement and any disputes arising out of or relating hereto and/or to this Agreement, its formation, and/or the Exhibits hereto shall be governed by the laws of the State of Texas.
- G. *Survivability.* Sections 5.01, 6.01.A-B, 7.01, and 8.01 included in this Agreement shall survive this Agreement's completion or termination for any reason.
- H. *Invalidity.* Any provision or part of this Agreement held to be invalid, void, or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. To the fullest extent permitted by law, the stricken portion shall be revised to the extent necessary to make that provision legal and enforceable and shall give effect to the Parties' intentions and purposes in executing this Agreement.
- I. *Conflicting Provisions.* In the event the terms of these General Conditions conflict with the Agreement Exhibits, the Prime Contract, or any other applicable agreement, these General Conditions as between Client and Westwood shall govern unless the Parties expressly agree in writing otherwise.
- J. *Notices.* Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (i) when delivered personally; by registered or certified mail, return receipt requested, postage prepaid; or by UPS/FedEx express courier service or (ii) when sent by e-mail with receipt confirmation requested, provided, that a hard copy of such notice shall also be sent in accordance with the methods described in clause (i) of this Section within two (2) business days of such email. All notices shall

be sent to the address set forth on the signature page of this Agreement or to such other address or person as may be designated by a Party in writing to the other Party pursuant to this Section.

- K. *Total Agreement.* This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, superseded, or modified by a mutually executed written instrument by both Parties. No waiver of any condition or of the breach of any term of this Agreement shall be deemed to be a further or continuing waiver of any such condition or of the breach of any term of this Agreement.
- L. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

*[Remainder of Page Left Intentionally Blank; Signature Page Follows]*

The Parties hereto have executed this Agreement as of the Effective Date first indicated above.

**CLIENT:**  
**City of Azle**

**WESTWOOD:**  
**Westwood Professional Services, Inc.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Printed)

\_\_\_\_\_  
(Name – Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Client Address/Contact for giving notices:**

**Westwood Address/Contact for giving notices:**

**Westwood Professional Services, Inc.**

C/O General Counsel

2805 North Dallas Parkway, Suite 150

Plano, Texas 75093

Email: legal@westwoodps.com

**EXHIBITS:**

- A Scope of Services & Fee Proposal**
- B Compensation & Method of Payment/Fee Schedule**
- C Insurance**
- D Concept**

## **EXHIBIT ‘A’ – SCOPE OF SERVICES**

### **AZLE FY26 GREEN RIBBON**

#### **PROJECT DESCRIPTION:**

The project consists of landscape planting and irrigation plans for the award of \$400,000.00 in TxDOT Green Ribbon funding to be used along HWY 199 at the intersection of Boyd Road. (PROJECT).

#### **BASIC SERVICES:**

##### **A. Landscape Architecture Assumptions and Exclusions**

Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

##### **Assumptions:**

- Area of work is as shown in “Exhibit C” attached.
- The design will be based on the concept used for the green ribbon application, consisting of planting and irrigation items only based on TxDOT's Green Ribbon Project.
- Project budget is based upon the TxDOT award letter of a 400,000.00-construction budget.
- The project will be delivered via TxDOT’s State Let PS&E process in one drawing set.
- No survey will be done for this project. The project limits and area of work will be based on Google aerials, Lidar data available, existing plans available, and City staff knowledge of the area.

##### **Exclusions:**

- Field identification or location of trees.
- Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
- Vehicular paving.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.
- Signage, wayfinding and/or signs for buildings and vehicular circulation.
- Site and/or ornamental lighting.
- Site walls over 36” height and/or retaining walls less than 36” height with surcharges, or walls attached to architectural structures.
- Regular owner/Architect/Contractor (OAC) project coordination meetings during construction.

B. Plan Submittals, Coordination Meetings & Project Management

A Landscape Architect from Westwood will attend meetings and/or presentations to coordinate with other team members and the owner during the design phase. Plans and specifications will be submitted as outlined for Owner and/or TxDOT review in the submittals outlined below.

Included in this item:

- Up to six (6) team coordination meetings during the design phase of the project.
- Official plan review submittals as follows:
  - One (1) concept plan review submittal. Deliverables include:
    - Hand or digitally rendered plan view of proposed overall design with precedent images of design intent.
  - One (1) 60% Design Development PS&E review submittal. Deliverables include:
    - Cover Page, Index, General Notes and Quantities Tables
    - General Layout Plan
    - TxDOT Standards
    - Erosion Control Plan
    - EPIC Sheets for Environmental
    - Planting Plan
    - Irrigation Plan
  - One (1) (90%) Construction Document PS&E review submittal. Deliverables include:
    - Advancement and refinement of 60% plans.
    - Construction Details
  - One (1) (95%) Construction Document PS&E review submittal. Deliverables include:
    - Advancement and refinement of 90% plans.
    - Construction Details
  - One (1) “For Construction” set of drawings. Deliverables include:
    - Signed and Sealed Construction Document Plans and Specifications

C. Supplemental Design Requirements

Westwood will prepare additional files and standard plan sheets to complete TxDOT's PS&E process for a state let.

Included in this item:

- Base file creation in absence of design survey data. Develop a schematic working base file from Lidar, digital CAD data, aerial photos and pdf document available.
- Site visit to verify existing conditions at locations subject to improvements.
- General notes related to demolition activities and TxDOT specification standards.
- One (1) Epic Sheet and One (1) Erosion Control Plan if required showing the location of sediment controls.
- Standard TxDOT Sheets to include: one (1) Cover Page, one (1) Index of Sheets, one (1) Estimates and Quantities, one (1) Quantity Summary, Traffic Control Plan Standards and Traffic Standards (Electrical) if required.
- Standard TxDOT PS&E forms and coordination in TxDOT Connect.

D. Landscape Planting Plans

Westwood will provide a Landscape Planting Plan that consists of selection and location of ornamental plantings, trees, turf, mulches, and associated items.

Included in this item:

- Full construction design and documentation based on the concept approved and included in the Green Ribbon Grant Application with deliverables as previously described to a level that is sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules per TxDOT's PS&E process.
- Plans will be drawn on 22"x34" plan sheets and submitted in 11x17 format as outlined in Plan Submittals.

E. Landscape Irrigation Plans

Westwood will provide a Landscape Irrigation Plan that consists of a fully automated irrigation system to service the plantings on the site as required.

Included in this item:

- Full construction design and documentation based on the concept approved and included in the Green Ribbon Grant Application with deliverables as previously described to a level that is sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules per TxDOT's PS&E process.
- Plans will be drawn on 22"x34" plan sheets and submitted in 11x17 format as outlined in Plan Submittals.

F. TxDOT Environmental Documents

Westwood will manage environmental documents in accordance with TxDOT guidelines.

Included in this item:

- Prepare the necessary documentation to obtain a categorical blanket exclusion for environmental clearance through TxDOT.

G. Traffic Control Narrative

Westwood will provide a Traffic Control Narrative that will explain what TxDOT Standard traffic controls should be used during construction, to be placed on the planting plans.

H. Reimbursable Expenses

Included in this item are usual and customary expenses normally incurred during this type of project. These could include travel expenses, courier delivery charges, overnight delivery charges, copies of existing plans and/or maps, photocopies, printing and reproduction (either in-house or by reproduction company). Application, review and filing fees are not included in this item. These services will be billed at cost +10%, with documentation provided, and are shown as a not to exceed (NTE) cost in the Compensation section.

I. Landscape Architecture Bid Phase Services

During the Bid Phase, Westwood will be available to provide limited coordination as required with prospective bidders.

Included in this item:

- Responding to pre-bid RFI's by the potential contractors.
- Review of subcontractor bids for scope of work outlined by the Landscape Architectural construction documents.

J. Landscape Construction Administration

Westwood will provide limited Construction Administration services related to the work shown on the Landscape Architecture Plans.

A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture Plans provided by Westwood. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.

At the request of the Owner, Westwood will visit the site at critical junctures during the course of site construction up to two (2) times. Recommended times for site visits could include:

- Testing of the irrigation main line and landscape drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Please note the following:

- Westwood shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Westwood have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Westwood neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Westwood shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Westwood shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Westwood's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Westwood has been informed in writing.

Services not included in this contract:

- *As-builts of the constructed improvements.*
- *Public hearings or City Council/Commission meetings.*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Floodplain studies and permitting.*
- *Boundary and topographic surveying.*
- *Traffic and parking studies.*
- *Storm Water Pollution Prevention Plans (SWPPP).*
- *Demolition Plan.*
- *Drainage Plan.*
- *Hardscape Plan.*
- *Site Lighting Plan.*
- *Traffic Control Plan.*
- *Design of walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage.*
- *Graphic representation documents.*
- *Geotechnical investigation.*
- *Environmental investigation beyond what is shown above.*
- *Services associated with filing of the "Notice of Intent" form (NOI) to the Texas Commission on Environmental Quality (TCEQ) for the proposed construction activities.*
- *Reclaimed Water Irrigation Design.*
- *Wetlands determination and permitting.*
- *Dedication of easements and/or right-of-way be separate instrument.*

END OF EXHIBIT 'A'

## EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

### AZLE FY26 GREEN RIBBON

#### COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of \$54,000.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

#### Basic Services

|                                                                |                    |
|----------------------------------------------------------------|--------------------|
| A. Landscape Architecture Assumptions and Exclusions           | N/A                |
| B. Plan Submittals, Coordination Meetings & Project Management | \$5,800.00         |
| C. Supplemental Design Requirements                            | \$16,000.00        |
| D. Landscape Planting Plans                                    | \$10,000.00        |
| E. Landscape Irrigation Plans                                  | \$9,000.00         |
| F. TxDOT Environmental Documents                               | \$3,000.00         |
| G. Traffic Control Narrative                                   | \$3,000.00         |
| H. Reimbursable Expenses                                       | \$1,200.00         |
| I. Landscape Architecture Bid Phase Services                   | \$2,000.00         |
| J. Landscape Construction Administration                       | <u>\$4,000.00</u>  |
| <b>TOTAL</b>                                                   | <b>\$54,000.00</b> |

#### METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

## **EXHIBIT C**

### **INSURANCE**

Westwood shall, during the term of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
  - \$2,000,000 General Liability
  - \$2,000,000 Products and Completed Operations Aggregate
  - \$1,000,000 Personal and Advertising Injury
  - \$1,000,000 Each Occurrence
  - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
  - \$1,000,000 Combined Single Limit
3. Umbrella
  - \$5,000,000 Aggregate
  - \$5,000,000 Each Occurrence
4. Workers Compensation and Employer's Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 Policy Limit
  - \$1,000,000 Each Employee
5. Professional Liability
  - \$2,000,000 Per Claim
  - \$2,000,000 Aggregate

Professional Liability shall include prior acts coverage sufficient to cover the services performed under this Agreement and shall include limited contractual liability.

Exhibit D

Boyd Rd

Groundcover  
Aggregate Bands

HWY 199  
(NORTHWEST BOUND)

Ornamental Grasses  
Ornamental Tree

HWY 199  
(SOUTHEAST BOUND)

1 1/2 Ft Large Rip  
Rap Band  
Shrubs  
Low Maintenance  
Annuals

Existing Guardrails  
Ornamental Tree at 30  
Ft offset from Travel  
Lanes, Typ.

Toe of Slope  
Drainage Flume

Existing Sidewalks

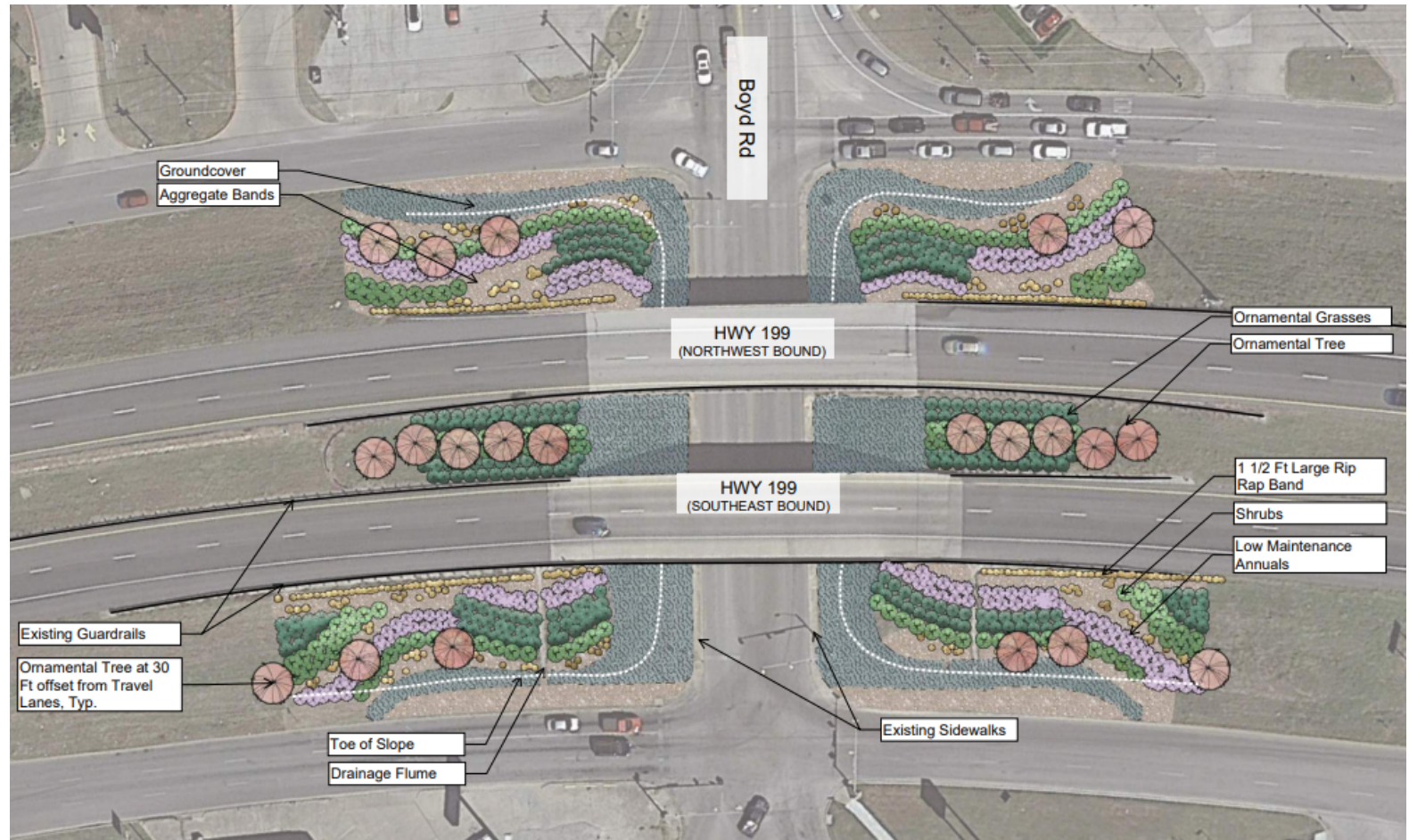
Westwood

**Item 6. Consider action authorizing the City Manager to execute a professional services agreement with Westwood Professional Services, Inc. for landscape and architecture services related to the Azle FY26 Green Ribbon Project located at the intersection of HWY 199 and Boyd Rd.**

- The City has been awarded a TxDOT Green Ribbon grant in the amount of \$400,000
- The estimated total cost of the project is \$454,000
- The design proposal is \$54,000 and is not reimbursable under the terms of the TxDOT grant

**Project Schedule:**

- |                      |       |
|----------------------|-------|
| • Design complete    | 03/26 |
| • Project bid        | 07/26 |
| • Award of contract  | 08/26 |
| • Construction start | 09/26 |
| • Construction end   | 11/26 |






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**Presenter:** Amber Beard, Assistant City Manager

**Agenda Item:** Consider any action on Resolution No. 2025-15 approving a negotiated settlement regarding Atmos Energy Corp. – Mid-Tex Division’s 2025 RRM filings.

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**Background and Explanation:**

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of \$245.2 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$225.6 million, \$163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$185.6 million instead of the claimed \$245.2 million. After several settlement meetings, the parties have agreed to settle the case for \$205.6 million. This is a reduction of \$20 million to the Company’s initial request. This includes payment of ACSC’s expenses. The Effective Date for new rates is October 1, 2025 - please see attached Resolution No. 2025-15. Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

The impact of the settlement on average residential rates is an increase of \$7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be \$25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures which are attached to this agenda item.

**Board/Commission/Committee Recommendation:**

N/A

**Staff Recommendation:**

Approve Resolution No. 2025-15

**Attachments:**

1. Attachment 1\_CY24 MTX RRM - Tariffs
2. Attachment 2\_CY24 MTX RRM - Pension Benchmark
3. CY24 MTX RRM - Average Bill
4. Atmos Mid-Tex 2025 RRM Settlement Resolution

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>R – RESIDENTIAL SALES</b>                                      |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| <b>Charge</b>                     | <b>Amount</b>                  |
|-----------------------------------|--------------------------------|
| Customer Charge per Bill          | \$ 23.65 per month             |
| Rider CEE Surcharge               | \$ 0.03 per month <sup>1</sup> |
| <b>Total Customer Charge</b>      | <b>\$ 23.68 per month</b>      |
| Commodity Charge – All <u>Ccf</u> | \$ 0.74748 per Ccf             |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>C – COMMERCIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>                  |
|------------------------------|--------------------------------|
| Customer Charge per Bill     | \$ 94.00 per month             |
| Rider CEE Surcharge          | \$ 0.01 per month <sup>1</sup> |
| <b>Total Customer Charge</b> | <b>\$ 94.01 per month</b>      |
| Commodity Charge – All Ccf   | \$ 0.22261 per Ccf             |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,848.75 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.7678 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.5623 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.1206 per MMBtu   |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>                                         |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

**Type of Service**

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,848.75 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.7678 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.5623 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.1206 per MMBtu   |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>                                         |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

**Overpull Fee**

Upon notification by Company of an event of interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

**Replacement Index**

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RIDER:</b>          | <b>SUR – SURCHARGES</b>                                           |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

**Monthly Calculation**

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

**FASB ASC 740-10 (Fin48) Refund**

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or - ) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

| Rate Schedules             | Rate      |
|----------------------------|-----------|
| Rate R – Residential Sales | \$ (0.12) |
| Rate C – Commercial Sales  | \$ (0.41) |
| Rate I – Industrial Sales  | \$ (8.68) |
| Rate T – Transportation    | \$ (8.68) |

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                              |              |
|------------------------|----------------------------------------------|--------------|
| <b>RIDER:</b>          | <b>TAX – TAX ADJUSTMENT</b>                  |              |
| <b>APPLICABLE TO:</b>  | <b>Entire Division as Set Forth Below</b>    |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b> | <b>PAGE:</b> |

**Application**

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

**1. State Gross Receipts Taxes**

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

**2. Federal or State Tax Law or Rate Changes:**

**Applicability – All Customers in the Mid-Tex Division (“MTX”) Under the RRM Tariff**

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 (“Tax Act 2022”) and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                              |              |
|------------------------|----------------------------------------------|--------------|
| <b>RIDER:</b>          | <b>TAX – TAX ADJUSTMENT</b>                  |              |
| <b>APPLICABLE TO:</b>  | <b>Entire Division as Set Forth Below</b>    |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b> | <b>PAGE:</b> |

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

**Calculations**

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:
  - a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
  - b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
  - c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

- d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                              |              |
|------------------------|----------------------------------------------|--------------|
| <b>RIDER:</b>          | <b>TAX – TAX ADJUSTMENT</b>                  |              |
| <b>APPLICABLE TO:</b>  | <b>Entire Division as Set Forth Below</b>    |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b> | <b>PAGE:</b> |

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

- (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.
- (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.
- (c) The methodology for computing Company's CAMT is as follows:
  - i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.
  - ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.
  - iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                              |              |
|------------------------|----------------------------------------------|--------------|
| <b>RIDER:</b>          | <b>TAX – TAX ADJUSTMENT</b>                  |              |
| <b>APPLICABLE TO:</b>  | <b>Entire Division as Set Forth Below</b>    |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b> | <b>PAGE:</b> |

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

$i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |  |
|------------------------|-------------------------------------------------------------------|--|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

Base Use/Heat Use Factors

| Weather Station  | <u>Residential</u>     |                            | <u>Commercial</u>      |                            |
|------------------|------------------------|----------------------------|------------------------|----------------------------|
|                  | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> |
| Abilene          | 9.61                   | 0.1476                     | 91.65                  | 0.7406                     |
| Austin           | 8.19                   | 0.1394                     | 183.99                 | 1.1581                     |
| Dallas           | 12.74                  | 0.2017                     | 193.53                 | 1.1001                     |
| Waco             | 9.23                   | 0.1277                     | 148.26                 | 0.7631                     |
| Wichita<br>Falls | 10.43                  | 0.1387                     | 122.94                 | 0.7038                     |

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [www.atmosenergy.com/MTXtariffs](http://www.atmosenergy.com/MTXtariffs), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL  
TEST YEAR ENDING DECEMBER 31, 2024**

| Line No. | Description                                                          | Shared Services      |                              | Mid-Tex Direct       |                              |                                     | Adjustment Total |
|----------|----------------------------------------------------------------------|----------------------|------------------------------|----------------------|------------------------------|-------------------------------------|------------------|
|          |                                                                      | Pension Account Plan | Post-Employment Benefit Plan | Pension Account Plan | Post-Employment Benefit Plan | Supplemental Executive Benefit Plan |                  |
|          | (a)                                                                  | (b)                  | (c)                          | (d)                  | (e)                          | (f)                                 | (g)              |
| 1        | Proposed Benefits Benchmark -                                        |                      |                              |                      |                              |                                     |                  |
|          | Fiscal Year 2025 Willis Towers Watson Report as adjusted             | \$ 572,372           | \$ (649,253)                 | \$ 882,931           | \$ (3,920,499)               | \$ 65,943                           |                  |
| 2        | Allocation Factor                                                    | 46.27%               | 46.27%                       | 84.14%               | 84.14%                       | 100.00%                             |                  |
| 3        | Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2) | \$ 264,856           | \$ (300,432)                 | \$ 742,888           | \$ (3,298,664)               | \$ 65,943                           |                  |
| 4        | O&M and Capital Allocation Factor                                    | 100.00%              | 100.00%                      | 100.00%              | 100.00%                      | 100.00%                             |                  |
| 5        | Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)           | \$ 264,856           | \$ (300,432)                 | \$ 742,888           | \$ (3,298,664)               | \$ 65,943                           | \$ (2,525,408)   |
| 6        |                                                                      |                      |                              |                      |                              |                                     |                  |
| 7        | O&M Expense Factor                                                   | 76.41%               | 76.41%                       | 39.54%               | 39.54%                       | 10.97%                              |                  |
| 8        |                                                                      |                      |                              |                      |                              |                                     |                  |
| 9        | Summary of Costs to Approve:                                         |                      |                              |                      |                              |                                     |                  |
| 10       | Total Pension Account Plan                                           | \$ 202,374           |                              | \$ 293,727           |                              |                                     | \$ 496,101       |
| 11       | Total Post-Employment Benefit Plan                                   |                      | \$ (229,557)                 |                      | \$ (1,304,242)               |                                     | (1,533,799)      |
| 12       | Total Supplemental Executive Benefit Plan                            |                      |                              |                      |                              | \$ 7,231                            | 7,231            |
| 13       | Total (Ln 10 + Ln 11 + Ln 12)                                        | \$ 202,374           | \$ (229,557)                 | \$ 293,727           | \$ (1,304,242)               | \$ 7,231                            | \$ (1,030,467)   |

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
AVERAGE BILL COMPARISON - BASE RATES  
TEST YEAR ENDING DECEMBER 31, 2024**

| Line No. | Description                           | Average<br>Volumes | Current<br>Rates | Proposed<br>Rates | Current<br>Average Bill | Proposed<br>Average Bill | Amount<br>Change       | Percent<br>Change   |
|----------|---------------------------------------|--------------------|------------------|-------------------|-------------------------|--------------------------|------------------------|---------------------|
|          | (a)                                   | (b)                | (c)              | (d)               | (e)                     | (f)                      | (g)                    | (h)                 |
| 1        | <b><u>Rate R @ 42.1 Ccf</u></b>       |                    |                  |                   |                         |                          |                        |                     |
| 2        | Base Rates:                           |                    |                  |                   |                         |                          |                        |                     |
| 3        | Customer Charge                       |                    | \$ 22.95         | \$ 23.65          | \$ 22.95                | \$ 23.65                 | \$ 0.70                |                     |
| 4        | Consumption Charge (Ccf)              | 42.1               | \$ 0.58974       | \$ 0.74748        | 24.80                   | 31.44                    | 6.64                   |                     |
| 5        | Total Base Rates                      |                    |                  |                   | <u>\$ 47.75</u>         | <u>\$ 55.09</u>          | <u>\$ 7.34</u>         | 15.37%              |
| 6        |                                       |                    |                  |                   |                         |                          |                        |                     |
| 7        | Gas Cost:                             |                    |                  |                   |                         |                          |                        |                     |
| 8        | Rider GCR Part A (Ccf)                | 42.1               | \$ 0.20875       | \$ 0.20875        | \$ 8.78                 | \$ 8.78                  | \$ -                   |                     |
| 9        | Rider GCR Part B (Ccf)                | 42.1               | \$ 0.53838       | \$ 0.53838        | 22.64                   | 22.64                    | -                      |                     |
| 10       | Total Gas Cost                        |                    |                  |                   | <u>\$ 31.42</u>         | <u>\$ 31.42</u>          | <u>\$ -</u>            | 0.00%               |
| 11       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 12       | Total Base with Gas Cost              |                    |                  |                   | \$ 79.17                | \$ 86.51                 | \$ 7.34                |                     |
| 13       | Rider FF & Rider TAX                  |                    | 0.06725          | 0.06725           | 5.32                    | 5.82                     | 0.49                   | 9.27%               |
| 14       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 15       | <b>Total Residential Average Bill</b> |                    |                  |                   | <u><b>\$ 84.49</b></u>  | <u><b>\$ 92.33</b></u>   | <u><b>\$ 7.83</b></u>  | <u><b>9.27%</b></u> |
| 16       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 17       | <b><u>Rate C @ 367.6 Ccf</u></b>      |                    |                  |                   |                         |                          |                        |                     |
| 18       | Base Rates:                           |                    |                  |                   |                         |                          |                        |                     |
| 19       | Customer Charge                       |                    | \$ 81.75         | \$ 94.00          | \$ 81.75                | \$ 94.00                 | \$ 12.25               |                     |
| 20       | Consumption Charge (Ccf)              | 367.6              | \$ 0.19033       | \$ 0.22261        | 69.97                   | 81.83                    | 11.86                  |                     |
| 21       | Total Base Rates                      |                    |                  |                   | <u>\$ 151.72</u>        | <u>\$ 175.83</u>         | <u>\$ 24.11</u>        | 15.89%              |
| 22       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 23       | Gas Cost:                             |                    |                  |                   |                         |                          |                        |                     |
| 24       | Rider GCR Part A                      | 367.6              | \$ 0.20875       | \$ 0.20875        | \$ 76.74                | \$ 76.74                 | \$ -                   |                     |
| 25       | Rider GCR Part B                      | 367.6              | \$ 0.37860       | \$ 0.37860        | 139.18                  | 139.18                   | -                      |                     |
| 26       | Total Gas Cost                        |                    |                  |                   | <u>\$ 215.92</u>        | <u>\$ 215.92</u>         | <u>\$ -</u>            | 0.00%               |
| 27       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 28       | Total Base with Gas Cost              |                    |                  |                   | \$ 367.64               | \$ 391.75                | \$ 24.11               |                     |
| 29       | Rider FF & Rider TAX                  |                    | 0.06725          | 0.06725           | 24.72                   | 26.35                    | 1.62                   | 6.56%               |
| 30       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 31       | <b>Total Commercial Average Bill</b>  |                    |                  |                   | <u><b>\$ 392.36</b></u> | <u><b>\$ 418.10</b></u>  | <u><b>\$ 25.73</b></u> | <u><b>6.56%</b></u> |
| 32       |                                       |                    |                  |                   |                         |                          |                        |                     |

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**MID-TEX RATE REVIEW MECHANISM**  
**AVERAGE BILL COMPARISON - BASE RATES**  
**TEST YEAR ENDING DECEMBER 31, 2024**

| Line No. | Description                              | Average<br>Volumes | Current<br>Rates | Proposed<br>Rates | Current<br>Average Bill   | Proposed<br>Average Bill  | Amount<br>Change        | Percent<br>Change |
|----------|------------------------------------------|--------------------|------------------|-------------------|---------------------------|---------------------------|-------------------------|-------------------|
|          | (a)                                      | (b)                | (c)              | (d)               | (e)                       | (f)                       | (g)                     | (h)               |
| 33       | <b><u>Rate I at 1277 MMBTU</u></b>       |                    |                  |                   |                           |                           |                         |                   |
| 34       | Base Rates:                              |                    |                  |                   |                           |                           |                         |                   |
| 35       | Customer Charge                          |                    | \$1,587.75       | \$ 1,848.75       | \$ 1,587.75               | \$ 1,848.75               | \$ 261.00               |                   |
| 36       | Block 1 - Consumption Charge (MMBtu)     | 1,277              | \$ 0.6553        | \$ 0.7678         | 836.99                    | 980.69                    | 143.69                  |                   |
| 37       | Block 2 - Consumption Charge (MMBtu)     | -                  | \$ 0.4799        | \$ 0.5623         | -                         | -                         | -                       |                   |
| 38       | Block 3 - Consumption Charge (MMBtu)     | -                  | \$ 0.1029        | \$ 0.1206         | -                         | -                         | -                       |                   |
| 39       | Total Base Rates                         | <u>1,277</u>       |                  |                   | <u>\$ 2,424.74</u>        | <u>\$ 2,829.44</u>        | <u>\$ 404.69</u>        | 16.69%            |
| 40       |                                          |                    |                  |                   |                           |                           |                         |                   |
| 41       | Gas Cost:                                |                    |                  |                   |                           |                           |                         |                   |
| 42       | Rider GCR Part A (MMBtu)                 | 1,277              | \$ 2.07711       | \$ 2.07711        | \$ 2,653.03               | \$ 2,653.03               | \$ -                    |                   |
| 43       | Rider GCR Part B (MMBtu)                 | 1,277              | \$ 0.88986       | \$ 0.88986        | 1,136.59                  | 1,136.59                  | -                       |                   |
| 44       | Total Gas Cost                           |                    |                  |                   | <u>\$ 3,789.63</u>        | <u>\$ 3,789.63</u>        | <u>\$ -</u>             | 0.00%             |
| 45       |                                          |                    |                  |                   |                           |                           |                         |                   |
| 46       | Total Base with Gas Cost                 |                    |                  |                   | \$ 6,214.37               | \$ 6,619.07               | \$ 404.69               |                   |
| 47       | Rider FF and Rider TAX                   |                    | 0.06725          | 0.06725           | 417.92                    | 445.14                    | 27.22                   | 6.51%             |
| 48       |                                          |                    |                  |                   |                           |                           |                         |                   |
| 49       | <b>Total Industrial Average Bill</b>     |                    |                  |                   | <b><u>\$ 6,632.29</u></b> | <b><u>\$ 7,064.20</u></b> | <b><u>\$ 431.91</u></b> | <b>6.51%</b>      |
| 50       |                                          |                    |                  |                   |                           |                           |                         |                   |
| 51       | <b><u>Rate T at 4534 MMBTU</u></b>       |                    |                  |                   |                           |                           |                         |                   |
| 52       | Base Rates:                              |                    |                  |                   |                           |                           |                         |                   |
| 53       | Customer Charge                          |                    | \$1,587.75       | \$ 1,848.75       | \$ 1,587.75               | \$ 1,848.75               | \$ 261.00               |                   |
| 54       | Block 1 - Consumption Charge (MMBtu)     | 1,500              | \$ 0.6553        | \$ 0.7678         | 982.95                    | 1,151.70                  | 168.75                  |                   |
| 55       | Block 2 - Consumption Charge (MMBtu)     | 3,034              | \$ 0.4799        | \$ 0.5623         | 1,456.19                  | 1,706.22                  | 250.03                  |                   |
| 56       | Block 3 - Consumption Charge (MMBtu)     | -                  | \$ 0.1029        | \$ 0.1206         | -                         | -                         | -                       |                   |
| 57       | Total Base Rates                         | <u>4,534</u>       |                  |                   | <u>\$ 4,026.89</u>        | <u>\$ 4,706.67</u>        | <u>\$ 679.78</u>        | 16.88%            |
| 58       |                                          |                    |                  |                   |                           |                           |                         |                   |
| 59       | Gas Cost:                                |                    |                  |                   |                           |                           |                         |                   |
| 60       | Rider GCR Part B (MMBtu)                 | 4,534              | \$ 0.88986       | \$ 0.88986        | \$ 4,034.96               | \$ 4,034.96               | \$ -                    |                   |
| 61       | Total Gas Cost                           |                    |                  |                   | <u>\$ 4,034.96</u>        | <u>\$ 4,034.96</u>        | <u>\$ -</u>             | 0.00%             |
| 62       |                                          |                    |                  |                   |                           |                           |                         |                   |
| 63       | Total Base with Gas Cost                 |                    |                  |                   | \$ 8,061.85               | \$ 8,741.63               | \$ 679.78               |                   |
| 64       | Rider FF and Rider TAX                   |                    | 0.06725          | 0.06725           | 542.17                    | 587.88                    | 45.72                   | 8.43%             |
| 65       |                                          |                    |                  |                   |                           |                           |                         |                   |
| 66       | <b>Total Transportation Average Bill</b> |                    |                  |                   | <b><u>\$ 8,604.01</u></b> | <b><u>\$ 9,329.51</u></b> | <b><u>\$ 725.50</u></b> | <b>8.43%</b>      |

## **RESOLUTION NO. 2025-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AZLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

WHEREAS, the City of Azle, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025, Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

**Section 1.** That the findings set forth in this Resolution are hereby in all things approved.

**Section 2.** That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**Section 4.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**Section 5.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

**Section 6.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2025 RRM filing.

**Section 7.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**Section 8.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 9.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 10.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

**Section 11.** That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AZLE,  
TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Randa Goode, Mayor

ATTEST:

\_\_\_\_\_  
Yael Hoffman, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrea Russell, City Attorney



**Presenter:** Tom Muir, City Manager

**Agenda Item:** Consider any action authorizing the City Manager to execute an Interlocal Agreement with the Fort Worth Transportation Authority (Trinity Metro) to provide door-to-door transportation services to elderly and disabled citizens.

**Background and Explanation:**

For many years, the Fort Worth Transportation Authority (Trinity Metro) has provided door-to-door transportation services for Azle's seniors and persons with disabilities for a variety of purposes such as medical appointments, shopping, recreation, school or work. Catholic Charities Fort Worth handles the scheduling and is the transportation provider. Trinity Metro administers this federally-funded program through Tarrant County Transportation Services (TCTS).

The Interlocal Agreement runs from October 1, 2025 through September 30, 2026, and the cost will remain the same at \$3,126, which shall be paid in three (3) equal installments of \$1,042. Rider cost remains unchanged since 2004 – \$2.50 for a one-way trip and Azle riders will still have guaranteed space each Monday.

Information on this service will continue to be published in the quarterly newsletter, *The Azle New's* City Page, the City web page/social media, as well as provided to the Senior Center.

**Board/Commission/Committee Recommendation:**

N/A.

**Staff Recommendation:**

Approve the Interlocal Agreement with Trinity Metro.

**Attachments:**

1. TCTS Azle Contract 2025-2026
2. TCTS Ridership 2024-25

**INTERLOCAL AGREEMENT  
FOR ADMINISTRATIVE COSTS FUNDING FOR  
SECTION 5310 PROGRAM  
BETWEEN  
THE FORT WORTH TRANSPORTATION AUTHORITY  
AND  
THE CITY OF AZLE, TEXAS**

The Fort Worth Transportation Authority (“Trinity Metro”) and the City of Azle, Texas (“City”) are both local governmental entities as that term is used in Chapter 791, Interlocal Cooperation Contracts, V.T.C.A., Government Code. They shall sometimes be referred to collectively as the “Parties”.

**WHEREAS**, the City of Azle desires to provide door-to-door paratransit services for elderly and persons with disabilities within Tarrant County and does not have a transportation service nor is it a member of a transportation authority; and

**WHEREAS**, Trinity Metro is a federal grantee of the Federal Transit Administration and the Federal Transit Administration provides funding to States under Section 5310 of Title 49 of the United States Code, and the goal of the Section 5310 program is to provide transportation for elderly and disabled persons residing in cities that do not have public transportation available to them; and

**WHEREAS**, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant County; and

**WHEREAS**, Trinity Metro has been awarded the grant for this area and the City of Azle is contributing a total of \$3,126.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from October 1, 2025 through September 30, 2026; and

**WHEREAS**, the monies will support a portion of administrative costs for the transportation services to the described peoples during a 12-month period;

Now, therefore, the parties pursuant to City of Azle action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Azle will be allocated one day (Monday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Azle residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. Trinity Metro will administer transportation services to the citizens of the City of Azle under the program known as Tarrant County Transportation Services from October 1, 2025 through September 30, 2026.
4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Azle according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Azle will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment for the period from October 1, 2025 through September 30, 2026, which amount shall be paid in three (3) equal installments of \$1,042.00, the first such payment to be due within 30 days of invoice but in no event earlier than September 30, 2025, the second such payment to be due within 30 days of invoice but in no event earlier than December 31, 2025, and the third such payment to be made within 30 days of invoice but in no event earlier than April 30, 2026.
6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Azle.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin October 1, 2025 and end September 30, 2026.

9. The City of Azle will be considered a participating community and the qualifying residents of Azle will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF AZLE, TEXAS

FORT WORTH TRANSPORTATION  
AUTHORITY:

By: \_\_\_\_\_  
Tom Muir, City Manager

By: \_\_\_\_\_  
Richard Andreski, President & CEO

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Azle, Texas

Tarrant County Transportation Services  
Monthly One-Way Trips

One-way Trips

|                    |      | 2025       | 2024       | 2023       | 2022       | Add'l Day  | 2021       | Add'l Day  |
|--------------------|------|------------|------------|------------|------------|------------|------------|------------|
| October            | 2024 | 84         | 75         | 93         | 37         | 47         | 47         | 42         |
| November           |      | 67         | 62         | 55         | 44         | 44         | 36         | 45         |
| December           |      | 76         | 41         | 65         | 37         | 68         | 49         | 49         |
| January            | 2025 | 73         | 52         | 65         | 42         | 45         | 48         | 62         |
| February           |      | 76         | 55         | 58         | 28         | 51         | 41         | 48         |
| March              |      | 74         | 50         | 56         | 36         | 58         | 72         | 81         |
| April              |      | 70         | 75         | 75         | 58         | 57         | 64         | 63         |
| May                |      | 62         | 39         | 72         | 40         | 66         | 57         | 65         |
| June               |      | 87         | 63         | 49         | 49         | 83         | 62         | 70         |
| July               |      | 71         | 79         | 79         | 60         | 93         | 39         | 60         |
| August             |      |            | 47         | 61         | 72         |            | 47         | 62         |
| September          |      |            | 58         | 42         | 48         |            | 26         | 56         |
| <b>Y-T-D Total</b> |      | <b>740</b> | <b>696</b> | <b>770</b> | <b>551</b> | <b>612</b> | <b>588</b> | <b>703</b> |

Costs Billed to Grant

|                    |      |                    |                    |                    |                    |                    |                    |                    |
|--------------------|------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| October            | 2024 | \$ 3,920.28        | \$3,393.00         | \$4,078.05         | \$1,572.50         | \$1,997.50         | \$1,927.47         | \$1,722.42         |
| November           |      | \$ 3,126.89        | \$2,804.88         | \$2,411.75         | \$1,870.00         | \$1,870.00         | \$1,476.36         | \$1,845.45         |
| December           |      | \$ 3,546.92        | \$1,854.84         | \$2,850.25         | \$1,572.50         | \$2,890.00         | \$2,009.49         | \$2,009.49         |
| January            | 2025 | \$ 3,406.91        | \$2,352.48         | \$2,850.25         | \$1,785.00         | \$1,912.50         | \$1,968.48         | \$2,542.62         |
| February           |      | \$ 3,546.92        | \$2,488.20         | \$2,543.30         | \$1,190.00         | \$2,167.50         | \$1,681.41         | \$1,968.48         |
| March              |      | \$ 3,453.58        | \$2,262.00         | \$2,455.60         | \$1,530.00         | \$2,465.00         | \$2,952.72         | \$3,321.81         |
| April              |      | \$ 3,266.90        | \$3,393.00         | \$3,288.75         | \$2,465.00         | \$2,422.50         | \$2,624.65         | \$2,583.63         |
| May                |      | \$ 2,893.54        | \$1,764.36         | \$3,157.20         | \$1,700.00         | \$2,805.00         | \$2,337.57         | \$2,665.65         |
| June               |      | \$ 4,060.29        | \$2,850.12         | \$2,148.65         | \$2,082.50         | \$3,527.50         | \$2,542.62         | \$2,870.70         |
| July               |      | \$ 3,313.57        | \$3,573.96         | \$3,464.15         | \$2,550.00         | \$3,952.50         | \$1,599.39         | \$2,460.60         |
| August             |      |                    | \$2,126.28         | \$2,674.85         | \$3,060.00         |                    | \$1,997.50         | \$2,635.00         |
| September          |      |                    | \$2,623.92         | \$1,841.70         | \$2,040.00         |                    | \$1,105.00         | \$2,380.00         |
| <b>Y-T-D Total</b> |      | <b>\$34,535.80</b> | <b>\$31,487.04</b> | <b>\$33,764.50</b> | <b>\$23,417.50</b> | <b>\$26,010.00</b> | <b>\$24,222.66</b> | <b>\$29,005.85</b> |




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**Presenter:** David Hawkins, Director of Planning and Development

**Agenda Item:** Consider any action on Ordinance No. 2025-11 regarding text amendments to Chapter 14 “Zoning Ordinance” of the Code of Ordinances, City of Azle, Texas. The purpose of the text amendment is to consider adding a definition for “Vehicle Repair”.

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**Background and Explanation:**

The public hearing was closed, and this agenda item was tabled at the August 18, 2025 City Council meeting to allow City staff to revise the proposed definition for "Heavy Load Vehicle".

Staff received a request for the 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. See Zoning Ordinance - Section 4.10 - Permitted Use Schedule below:

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

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."*

Both the Planning and Zoning Commission and City Council reviewed the request and confirmed that a new definition for "Vehicle Repair" needs to be added to the Zoning Ordinance and offered some recommendations on the proposed text. 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."* On May 20, 2025, the City Council supported the request for a new definition and recommended some additional language be added that addresses screening of outside storage and type of vehicles being serviced.

**Current Text Language:**

Zoning Ordinance - Section 3 Definition - None

**Proposed Text Amendment:**

At the May 20, 2025 meeting, the City Council directed City staff to proceed forward with a Code Amendment to consider adding a new definition for "Vehicle Repair". Below is a proposed new definition in red text. City staff also conducted the benchmarking of other cities' development ordinances as it pertains to the use of Vehicle Repair for comparison and is included in this packet.

Zoning Ordinance - Section 3.2 - Definition - Add the following new definition:

***VEHICLE REPAIR: 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 that are not considered a Heavy Load Vehicle; including collision repair and painting and storage of vehicles for repair, and business use. Any outside storage of vehicles or equipment is required to be screened with a wall or fence.***

***HEAVY LOAD VEHICLE: A pickup truck or any other self-propelled vehicle having a Vehicle Classification of a Class 7 or greater per the Federal Highway Administration (FHWA); or any towed vehicle with a manufacturer's Maximum Loaded Trailer Weight (MLTW) greater than eleven thousand (11,000) pounds or more than two (2) axles, such as flatbed trailers, utility trailers, and cargo trailers. Heavy Load Vehicle does not include Recreational Vehicles or Agricultural Vehicles and Equipment. The term "truck" shall be construed to mean "Heavy Load Vehicle" unless specifically stated otherwise. For dispute resolution, the owner shall provide proof of the weight of vehicle.***

#### **Board/Commission/Committee Recommendation:**

On June 5, 2025, the Planning and Zoning Commission conducted a public hearing and discussed the proposed new definition. The Planning and Zoning Commission made a motion to recommend approval of the proposed definition with the removal of all instances of Heavy Load Vehicle, including the removal of the proposed definition of "Heavy Load Vehicle". The Planning and Zoning Commission expressed concerns that the gross vehicle weights were too restrictive as they may include commonly-used truck models that many Azle residents use, such as the F-250/350 or GMC 2500/3500 or larger models. The Planning and Zoning Commission also indicated that the definition includes screening wall or fencing requirements for any outside storage of vehicles and equipment, so any concerns about the visibility of large vehicles would be addressed.

#### **Staff Recommendation:**

Staff forwards this proposed code amendment for City Council consideration.

#### **Attachments:**

1. Ordinance No. 2025-11 - Updated 9.2.2025
2. Vehicle Repair Definition Benchmarking
3. Email from Requestor - Vehicle Repair Definition

## **ORDINANCE NO. 2025-11**

**AN ORDINANCE OF THE CITY OF AZLE, TEXAS, AMENDING SECTION 3, "DEFINITIONS" OF EXHIBIT A, "ZONING ORDINANCE" OF CHAPTER 14, "ZONING" OF THE CODE OF ORDINANCES, CITY OF AZLE, TEXAS, TO ADD A NEW DEFINITION PERTAINING TO VEHICLE REPAIR; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Azle heretofore adopted the Zoning Ordinance of the City, codified in Chapter 14 of the City Code, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

**WHEREAS**, the Planning and Zoning Commission of the City of Azle, Texas held a public hearing on June 5, 2025, and the City Council of the City of Azle, Texas held a public hearing on August 18, 2025, with respect to the zoning ordinance changes described herein; and

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

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

### **SECTION 1.**

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

**"VEHICLE REPAIR**: 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 that are not

considered a Heavy Load Vehicle; including collision repair and painting and storage of vehicles for repair, and business use. Any outside storage of vehicles or equipment is required to be screened with a wall or fence.

**HEAVY LOAD VEHICLE:** A pickup truck or any other self-propelled vehicle having a Vehicle Classification of a Class 7 or greater per the Federal Highway Administration (FHWA); or any towed vehicle with a manufacturer's Maximum Loaded Trailer Weight (MLTW) greater than eleven thousand (11,000) pounds or more than two (2) axles, such as flatbed trailers, utility trailers, and cargo trailers. Heavy Load Vehicle does not include Recreational Vehicles or Agricultural Vehicles and Equipment. The term "truck" shall be construed to mean "Heavy Load Vehicle" unless specifically stated otherwise. For dispute resolution, the owner shall provide proof of the weight of vehicle.

## **SECTION 2.**

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

## **SECTION 3.**

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

## **SECTION 4.**

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

## **SECTION 5.**

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

## **SECTION 6.**

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

**AND IT IS SO ORDAINED.**

**DULY PASSED AND APPROVED** by the City Council of the City of Azle, Texas, on September 2, 2025.

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Mayor, Randa Goode

ATTEST:

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Yael Hoffman, City Secretary

**APPROVED AS TO FORM:**

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Andrea Russell, City Attorney

Land Use Determination - Vehicle Repair Definition

4.22.25

| Comparison City/Town | Definitions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Argyle               | <b>Motor Vehicle Repair and Services, <i>Major</i></b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Motor Vehicle Repair and Services, <i>Minor</i></b> 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            | <b>Auto Service Center</b> 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.”                                                                                                                                                                                                                                                                                                               | <b>Auto Repair Garage, Major</b> 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          | <b><i>Auto Repair Shop.</i></b> 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               | <b>Automotive Repair Shop, Major:</b> An establishment primarily engaged in providing major automotive repair services such as engine and drive train repair, body work, mechanical servicing, and/or painting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Automotive Repair Shop, Minor:</b> 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         | <b><i>Auto service center</i></b> 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.                                                                                                                                                                                                                                                      | <b>Repair services, <i>general</i></b> , means an establishment engaged in the repair of trucks, buses, agricultural equipment, construction equipment or other heavy equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Repair services, <i>limited</i></b> , 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           | <b><i>GARAGE, PUBLIC.</i></b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>From Supplemental Use Standards, Use Index, and District Use Table station;</b> 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            | <b>Automotive repair <i>garage.</i></b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b><i>Gasoline service station</i></b> 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               | <b><i>Automobile Repair, Heavy Load Vehicles</i></b> - 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b><i>Automobile Repair, Major</i></b> - 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. | <b><i>Automobile Repair, Minor</i></b> - 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. |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b><i>Automobile Repair, Sales and Service</i></b> - 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.                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                |
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| North Richland Hills | <b>Automobile inspection station</b> 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.                     | <b>Automobile repair</b> 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.                                                                                                                                                                                                                                                                                                                                                                    | <b>Paint and body shop</b> 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.                                                                                                                                                                                                                                         | <b>Service station.</b> 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              | <b>Automobile repair garage</b> means an establishment providing major or minor automobile repair services to all motor vehicles except heavy load vehicles.                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Automobile repair, major,</b> 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. | <b>Automobile repair, minor,</b> 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.                                                                                                                                         | <b>Automotive gasoline or motor fuel service station</b> 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              | <b>Auto paint and body shop.</b> 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.                                                                                                                                                                                                                                                                                                                                       | <b>Auto repair garage.</b> 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.                                                                                                                                                                                                           | <b>Auto service station.</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Auto service station, light maintenance.</b> 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. | <b>Garage, repair.</b> A building or space for the repair or maintenance of motor vehicles, not including factory assembly of vehicles, auto wrecking establishments, or junkyards.                                                                                                                                            |
| Southlake            | <b>AUTOMOBILE SALES AREA</b> - 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.                                                                                                                                                                                                                                          | <b>GARAGE, PUBLIC</b> - 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 <b>repair of materials, goods, parts, products, equipment, machinery, and other such operations</b> 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. <b>It may include auto service and repair uses.</b> "                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                |
| Weatherford          | <b>Auto accessories/auto parts store.</b> 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. | <b>Auto quick lube/oil change/state vehicle inspection.</b> 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.                                                      | <b>Auto rental.</b> 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Auto repair.</b> 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.                                                                                                                                                                 | <b>Auto sales and service.</b> 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; <b>Auto body repair; Auto mechanical repair;</b> Quick lube/oil change; Vehicle maintenance (private)                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                |

**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](#)

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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](mailto:tcleary@gmxre.com) | W: [www.gmxre.com](http://www.gmxre.com)



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**Presenter:** Tom Muir, City Manager

**Agenda Item:** Food trucks

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**Background and Explanation:**

Mayor Goode requested a discussion on possibly revising our ordinance(s)/policy to allow food trucks to set up and operate on private property.

**Board/Commission/Committee Recommendation:**

N/A.

**Staff Recommendation:**

N/A.

**Attachments:**

None



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**Presenter:** Angelia Garrett, Assistant Finance Director

**Agenda Item:** Fee Schedule FY2025-26

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**Background and Explanation:**

Staff proposes to update and codify the City's Master Fee Schedule. The Master Fee Schedule has had revisions over the years, but this is the 2nd comprehensive review since 2021.

Some highlights of the proposed changes include:

- Adding a schedule of fees for short-term rentals
- Adding a wholesale water rate fee schedule for City of Pelican Bay and the City of Reno
- Adding a wholesale wastewater rate fee schedule for City of Pelican Bay
- Increasing the water and wastewater rate by 2.5% (the last rate increase was in 2017)
- Updates to Parks and Recreation fees
- Updates to Cross Timbers Golf Course fee schedule

A red-lined version of the fee schedule and a copy of the proposed ordinance are attached for your review. This item is for discussion only and an action item will follow on an upcoming agenda.

**Board/Commission/Committee Recommendation:**

N/A.

**Staff Recommendation:**

N/A.

**Attachments:**

1. Ord No. 2025-XX
2. Fee Schedule Changes
3. Golf Course Rates Comparison updated 8-27
4. 3 - Exhibit A - Fee Schedule Amendment DRAFT 082525

**ORDINANCE NO. 2025-XX**

**AN ORDINANCE OF THE CITY OF AZLE, TEXAS AMENDING THE FEE SCHEDULE FOR THE CITY AS OUTLINED IN “EXHIBIT A”; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, The City of Azle seeks to adopt the following fee schedule.

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

**SECTION 1.**

The fees contained in Exhibit A are hereby adopted by the City and shall be charged to all applicable persons, corporations, partnerships, or other entities as required.

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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

**PASSED AND APPROVED** by the City Council of the City of Azle, Texas, on this the 16th day of September, 2025.

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Randa Goode, Mayor

ATTEST:

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Yael Forgey, City Secretary



# Fee Schedule Proposals FY25- 26



# Changes

| Section    | Title             | Adoption Date | Current Language/Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Proposed Language or Rate |
|------------|-------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| New-A1.013 | Short Term Rental | 7/1/2025      | <p>The schedule of fees for short-term rentals shall be as follows:</p> <ul style="list-style-type: none"> <li>(1) Application for license: \$500.00.</li> <li>(2) License renewal: \$300.00.</li> <li>(3) Inspection (initial or renewal): \$65.00</li> <li>(4) After hours inspection (after 4:00 p.m. or weekends/holidays): <ul style="list-style-type: none"> <li>(A) 2-hour minimum: \$190.00</li> <li>(B) Each additional hour: \$65.00 per hour.</li> </ul> </li> <li>(5) Reinspection fee: \$65.00.</li> <li>(6) Application for special exception: \$325.00</li> </ul> | None                      |

| Section      | Title               | Adoption Date | Current Language/Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Proposed Change or Rate                                                                                                                                                                                                                                                                                                                                              |
|--------------|---------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A2.001       | Returned Checks     | 11/2/21       | \$25.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$30.00                                                                                                                                                                                                                                                                                                                                                              |
| A.3.000 (D4) | Animal Control Fees | 11/2/21       | Sixty dollars (\$60.00), for the adoption of an intact cat which includes the cost of sterilization, inoculations, flea treatment and deworming. <del>A thirty-five dollar (\$35.00) spay/neuter deposit will be required at the time of adoption of a cat. This deposit will be refunded if the spay/neuter is confirmed by the time agreed in the spay/neuter contract only when adoptive owner chooses to use their own vet for sterilization other than the veterinary we have on contract.</del> | <b>Remove language:</b><br>A thirty-five dollar (\$35.00) spay/neuter deposit will be required at the time of adoption of a cat. This deposit will be refunded if the spay/neuter is confirmed by the time agreed in the spay/neuter contract only when adoptive owner chooses to use their own vet for sterilization other than the veterinary we have on contract. |
| A.3.000 (H)  | Animal Control Fees | 11/2/21       | <del>Sale of impounded livestock. Forty dollars (\$40.00) per head for the selling of impounded livestock.</del>                                                                                                                                                                                                                                                                                                                                                                                      | <b>Remove H completely</b>                                                                                                                                                                                                                                                                                                                                           |

| Section        | Title               | Adoption Date | Current Language/Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Proposed Change or Rate                                                                                                              |
|----------------|---------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| A.3.000<br>(I) | Animal Control Fees | 11/2/21       | <del>Advertisement of sale of impounded livestock. Fifty dollars (\$50.00) for the preparing and posting advertisement of sale of impounded livestock. In the event more than one (1) animal is advertised, the charge will be equally divided.</del>                                                                                                                                                                                                                                                                                                                                         | Remove I completely                                                                                                                  |
| A.3.000<br>(J) | Animal Control Fees | 11/2/21       | Pickup of <del>dead</del> deceased dog or cat. <del>Twenty five dollars</del> Fifty dollars (\$50.00) for animals weighing less than fifty pounds. <del>the pickup of a dead dog or cat licensed to a city resident. Thirty five dollars (\$35.00) for the pickup of an unlicensed dead dog or cat owned by a city resident.</del> Forty dollars (\$40.00) Seventy-five dollars (\$75.00) for the pickup of a <del>dead</del> deceased dog or cat, <del>whether or not previously licensed</del> , that is in an advance state of decomposition, or exceeds fifty pounds (50 lbs.) in weight. | Change language and rate:<br>From \$25. to \$50 less than 50 pounds; from \$40 to \$75 in advanced decomposition or exceed 50 pounds |

| Section                  | Title                           | Adoption Date  | Current Language/Rate                                                | Proposed Change or Rate                                                 |
|--------------------------|---------------------------------|----------------|----------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>A.3.000<br/>(M)1</b>  | <b>Animal<br/>Control Fees</b>  | <b>11/2/21</b> | <b>\$15.00</b>                                                       | <b>\$25.00</b>                                                          |
| <b>A.3.000<br/>(M)2</b>  | <b>Animal<br/>Control Fees</b>  | <b>11/2/21</b> | <b>\$30.00</b>                                                       | <b>\$40.00</b>                                                          |
| <b>A.3.000<br/>(O) 2</b> | <b>Animal<br/>Control Fees</b>  | <b>11/2/21</b> | <del><b>(2) — Transfer: Twenty-five dollars<br/>(\$25.00).</b></del> | <b>Remove O-2 completely</b>                                            |
| <b>A5.002</b>            | <b>Municipal<br/>Court Fees</b> | <b>11/2/21</b> | <b>Local truancy prevention &amp; diversion<br/>fund</b>             | <b>Title change only<br/>Local Youth Diversion Fund</b>                 |
| <b>A6.001</b>            | <b>Utility<br/>Related Fees</b> | <b>11/2/21</b> | <b>Water, wastewater impact fees</b>                                 | <b>Title change only<br/>Water, wastewater and road<br/>impact fees</b> |

| Section       | Title                | Adoption Date | Current Language/Rate                                                                                                                     | Proposed Change or Rate                               |
|---------------|----------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| A6.001        | Utility Related Fees | 11/2/21       | <del>(a) The wastewater impact fee shall be \$1,563.00 per MUE;</del><br><del>(b) The water impact fee shall be \$1,578.00 per MUE.</del> | Remove 1 A&B completely                               |
| A6.001        | Utility Related Fees | 6/20/23       | Updating this section                                                                                                                     | Adding water/wastewater and roadway impact fee tables |
| A6.004<br>(5) | Utility Related Fees | 11/2/21       | Garbage only \$20.00                                                                                                                      | \$50.00                                               |
| A6.005<br>(4) | Utility Related Fees | 11/2/21       | \$250.00                                                                                                                                  | Adding numeric amount (\$250.00) for consistency      |
| A6.006        | Utility Related Fees | 11/2/21       | \$15.00                                                                                                                                   | \$25.00                                               |

| Section           | Title                                  | Adoption Date | Current Language/Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Proposed Change or Rate        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
|-------------------|----------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------|-------------------|----------------------------------------|--------------|---------------------------|----------------|---------------------------|----------------|---------------------------|----------------|---------------------------|----------------|---------------------------|-------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|-------------------|----------------------------------------|--------------|--------------------------------------|----------------|--------------------------------------|----------------|--------------------------------------|----------------|--------------------------------------|----------------|--------------------------------------|-------------|--------------------------------------|
| A6.007 (A1)       | Utility Related Fees                   | 8/6/24        | The following minimum charge is established for fiscal year <del>2024</del> 2025 through <del>2025</del> 2026.                                                                                                                                                                                                                                                                                                                                                                                                                                             | Change fiscal year information |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| A6.007 (A2)       | Utility Related Fees                   | 8/6/24        | <table><tr><th>Cubic Feet</th><th>Monthly Rates</th></tr><tr><td>First 275 or less</td><td>Minimum charge according to meter size</td></tr><tr><td>276 to 1,500</td><td>\$3.02 per 100 cubic feet</td></tr><tr><td>1,501 to 2,000</td><td>\$4.00 per 100 cubic feet</td></tr><tr><td>2,001 to 4,000</td><td>\$4.10 per 100 cubic feet</td></tr><tr><td>4,001 to 6,000</td><td>\$4.20 per 100 cubic feet</td></tr><tr><td>6,001 to 8,000</td><td>\$4.30 per 100 cubic feet</td></tr><tr><td>Above 8,000</td><td>\$4.45 per 100 cubic feet</td></tr></table> | Cubic Feet                     | Monthly Rates | First 275 or less | Minimum charge according to meter size | 276 to 1,500 | \$3.02 per 100 cubic feet | 1,501 to 2,000 | \$4.00 per 100 cubic feet | 2,001 to 4,000 | \$4.10 per 100 cubic feet | 4,001 to 6,000 | \$4.20 per 100 cubic feet | 6,001 to 8,000 | \$4.30 per 100 cubic feet | Above 8,000 | \$4.45 per 100 cubic feet | <b>New rate table 2.5% rate increases</b> <table><tr><th>Cubic Feet</th><th>Monthly Rates</th></tr><tr><td>First 275 or less</td><td>Minimum charge according to meter size</td></tr><tr><td>276 to 1,500</td><td><del>\$3.10</del> per 100 cubic feet</td></tr><tr><td>1,501 to 2,000</td><td><del>\$4.10</del> per 100 cubic feet</td></tr><tr><td>2,001 to 4,000</td><td><del>\$4.20</del> per 100 cubic feet</td></tr><tr><td>4,001 to 6,000</td><td><del>\$4.30</del> per 100 cubic feet</td></tr><tr><td>6,001 to 8,000</td><td><del>\$4.41</del> per 100 cubic feet</td></tr><tr><td>Above 8,000</td><td><del>\$4.56</del> per 100 cubic feet</td></tr></table> | Cubic Feet | Monthly Rates | First 275 or less | Minimum charge according to meter size | 276 to 1,500 | <del>\$3.10</del> per 100 cubic feet | 1,501 to 2,000 | <del>\$4.10</del> per 100 cubic feet | 2,001 to 4,000 | <del>\$4.20</del> per 100 cubic feet | 4,001 to 6,000 | <del>\$4.30</del> per 100 cubic feet | 6,001 to 8,000 | <del>\$4.41</del> per 100 cubic feet | Above 8,000 | <del>\$4.56</del> per 100 cubic feet |
| Cubic Feet        | Monthly Rates                          |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| First 275 or less | Minimum charge according to meter size |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 276 to 1,500      | \$3.02 per 100 cubic feet              |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 1,501 to 2,000    | \$4.00 per 100 cubic feet              |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 2,001 to 4,000    | \$4.10 per 100 cubic feet              |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 4,001 to 6,000    | \$4.20 per 100 cubic feet              |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 6,001 to 8,000    | \$4.30 per 100 cubic feet              |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| Above 8,000       | \$4.45 per 100 cubic feet              |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| Cubic Feet        | Monthly Rates                          |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| First 275 or less | Minimum charge according to meter size |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 276 to 1,500      | <del>\$3.10</del> per 100 cubic feet   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 1,501 to 2,000    | <del>\$4.10</del> per 100 cubic feet   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 2,001 to 4,000    | <del>\$4.20</del> per 100 cubic feet   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 4,001 to 6,000    | <del>\$4.30</del> per 100 cubic feet   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| 6,001 to 8,000    | <del>\$4.41</del> per 100 cubic feet   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| Above 8,000       | <del>\$4.56</del> per 100 cubic feet   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |
| A6.007 (2B) 1     | Utility Related Fees                   | 8/6/24        | The following minimum charge is established for fiscal year <del>2024</del> 2025 through <del>2025</del> 2026.                                                                                                                                                                                                                                                                                                                                                                                                                                             | Change fiscal year information |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |               |                   |                                        |              |                                      |                |                                      |                |                                      |                |                                      |                |                                      |             |                                      |

| Section          | Title                     | Adoption Date | Current Language/Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Proposed Change or Rate            |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|------------------|---------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------|---------------|-------------------|----------------------------------------|--------------|---------------------------|----------------|---------------------------|----------------|---------------------------|----------------|---------------------------|----------------|---------------------------|-------------|---------------------------|
| A6.007<br>(2B) 2 | Utility<br>Related Fees   | 8/6/24        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | New rate table 2.5% rate increases |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               | <table><tr><th>Cubic Feet</th><th>Monthly Rates</th></tr><tr><td>First 275 or less</td><td>Minimum charge according to meter size</td></tr><tr><td>276 to 1,500</td><td>\$4.53 per 100 cubic feet</td></tr><tr><td>1,501 to 2,000</td><td>\$6.00 per 100 cubic feet</td></tr><tr><td>2,001 to 4,000</td><td>\$6.15 per 100 cubic feet</td></tr><tr><td>4,001 to 6,000</td><td>\$6.30 per 100 cubic feet</td></tr><tr><td>6,001 to 8,000</td><td>\$6.45 per 100 cubic feet</td></tr><tr><td>Above 8,000</td><td>\$6.68 per 100 cubic feet</td></tr></table> |                                    | Cubic Feet                             | Monthly Rates | First 275 or less | Minimum charge according to meter size | 276 to 1,500 | \$4.53 per 100 cubic feet | 1,501 to 2,000 | \$6.00 per 100 cubic feet | 2,001 to 4,000 | \$6.15 per 100 cubic feet | 4,001 to 6,000 | \$6.30 per 100 cubic feet | 6,001 to 8,000 | \$6.45 per 100 cubic feet | Above 8,000 | \$6.68 per 100 cubic feet |
|                  |                           |               | Cubic Feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    | Monthly Rates                          |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               | First 275 or less                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    | Minimum charge according to meter size |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               | 276 to 1,500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    | \$4.53 per 100 cubic feet              |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               | 1,501 to 2,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    | \$6.00 per 100 cubic feet              |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               | 2,001 to 4,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    | \$6.15 per 100 cubic feet              |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               | 4,001 to 6,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    | \$6.30 per 100 cubic feet              |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               | 6,001 to 8,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    | \$6.45 per 100 cubic feet              |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
| Above 8,000      | \$6.68 per 100 cubic feet |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
|                  |                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |
| A6.008<br>(A)    | Utility<br>Related Fees   | 8/6/24        | The following minimum charge is established for fiscal year 2024 2025 through 2025 2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Change fiscal year information     |                                        |               |                   |                                        |              |                           |                |                           |                |                           |                |                           |                |                           |             |                           |

| Section                     | Title                       | Adoption Date | Current Language/Rate | Proposed Change or Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|-----------------------------|---------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A6.008<br/>(B)</b>       | <b>Utility Related Fees</b> | <b>8/6/24</b> | <b>\$2.52</b>         | <b>\$2.58</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>A6.010<br/>(A&amp;B)</b> | <b>Utility Related Fees</b> | <b>8/6/24</b> | <b>\$25.00</b>        | <b>\$35.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>A6.013</b>               | <b>Utility Related Fees</b> | <b>8/6/24</b> | <b>\$25.00</b>        | <b>\$30.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>New<br/>A6.018</b>       | <b>Utility Related Fees</b> | <b>8/6/24</b> | <b>New section</b>    | <p><b>Pelican Bay Water:</b> Azle agrees to furnish and sell to Pelican Bay treated water on an emergency basis. Emergency is defined as a condition in which Pelican Bay water system experiences mechanical breakdown or line failure in their water system that causes Pelican Bay water system to be unable to meet normal water supply.</p> <p><b>(1) Rate:</b> Pelican Bay shall be charged \$3.79 per cubic feet of water delivered by Azle. On or before July 1 each year, Azle shall submit a proposed rate to be charged beginning October 1, of the same year.</p> <p><b>(2) Fees:</b> Azle shall charge Pelican Bay a billing and administrative fee of ten percent (10%) of the rates charged for each billing period. The agreement shall expire on September 30, 2030, but can be renewed on mutually agreeable terms.</p> |

| Section        | Title                  | Adoption Date | Current Language/Rate                   | Proposed Change or Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------|------------------------|---------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| New<br>A6.018  | Utility Related Fees   | 8/6/24        | New section                             | <p><b>City of Reno:</b> Azle agrees to furnish and sell to Reno treated water delivered under normal operation pressure prevailing in the Azle system at the point(s) of delivery that is mutually agreed upon.</p> <p><b>(1) Rate:</b> Reno shall be charged One Thousand Four Hundred and Eighty Dollars (\$1,480.00) per month as a base rate which shall include 8,000 cubic feet of water. Additional water may be purchased at the volumetric rate of \$6.68 per 100 per cubic feet of water delivered by Azle. Azle will give Reno a thirty (30) day notice of its intent or desire to increase rates.</p> <p><b>(2) Fees:</b> Azle shall charge Reno a billing and administrative fee of ten percent (10%) of the rates charged for each billing period. The agreement shall expire on April 6, 2031, but can be renewed on mutually agreeable terms</p> |
| New<br>A6.019  | Utility Related Fees   | 8/6/24        | New section                             | <p><b>City of Pelican Bay:</b> Pelican Bay provides sewer service to approximately 1,034 retail customers. Azle receives untreated wastewater from Pelican Bay at Azle’s Charles Avenue Lift Station located on Charles Avenue between Lilac Lane and Mountainview Drive.</p> <p><b>(1) Rate:</b> The rate was recalculated in 2015 and re-evaluated in 2022 and set out as follows:<br/> Volume Charge= <del>\$3.70</del> \$6.00 Per 1,000 Gallons BOD<br/> Strength Charge=<del>\$0.28</del> \$0.50 Per Pound of BOD<br/> TSS Strength Charge=<del>\$0.24</del> \$0.45 Per Pound of TSS</p>                                                                                                                                                                                                                                                                    |
| A07.001<br>(1) | Park & Recreation Fees | 3/4/14        | \$20.00 resident<br>\$25.00 nonresident | \$30.00 resident<br>\$30.00 nonresident                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| Section              | Title                  | Adoption Date | Current Language/Rate                                                                           | Proposed Change or Rate                                                                                                                          |
|----------------------|------------------------|---------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| A07.001<br>(A1 & A2) | Park & Recreation Fees | 3/4/14        | \$20.00 resident<br>\$25.00 nonresident                                                         | \$25.00 resident<br>\$30.00 nonresident                                                                                                          |
| A07.001<br>(A3)      | Park & Recreation Fees | 3/4/14        | <del>Bounce house (Central Park, Ash Creek Park): \$25.00 in addition to pavilion rental.</del> | Remove 3 completely                                                                                                                              |
| A07.001<br>(A4)      | Park & Recreation Fees | 3/4/14        | New language                                                                                    | Add new details<br>Rentals are commonly used by individuals for weddings, birthday parties, concerts, exercise classes and other special events. |
| A07.001<br>(Cat A)   | Park & Recreation Fees | 3/4/14        | \$20.00 resident<br>\$300.00 deposit                                                            | \$25.00 resident fee<br>Remove all deposits for both resident and nonresident                                                                    |
| A07.001<br>(Cat B)   | Park & Recreation Fees | 3/4/14        | \$250.00 weekday<br>\$350.00 weekend<br>\$300.00 deposit                                        | \$200.00 weekday<br>\$240.00 weekend<br>\$100.00 deposit                                                                                         |

| Section                | Title                  | Adoption Date | Current Language/Rate                                                                                                                                          | Proposed Change or Rate                                     |
|------------------------|------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| A07.001<br>(Class C)   | Park & Recreation Fees | 3/4/14        | <del>Class C:</del><br>a: Weekday (all day) \$350.00 \$300.00<br>b: Weekend (all day) \$450.00 \$300.00                                                        | Remove 4 (iii) Class C completely                           |
| A07.001<br>(4B) i & ii | Park & Recreation Fees | 3/4/14        | <del>Monitor required. Paid directly in addition to rental fee.</del><br>(i) <del>Class A and B: Not required.</del><br>(ii) <del>Class C: \$10.50/hour.</del> | Remove 4B (I & ii) completely                               |
| A07.001<br>(5)         | Park & Recreation Fees | 3/4/14        | Volleyball court (per hour)<br>\$14.00 per hour                                                                                                                | Add Central Park to name<br>Change rate to \$10.00 per hour |
| A07.001<br>(6 & 7)     | Park & Recreation Fees | 3/4/14        | <del>Basketball (per hour) \$14.00</del><br><del>Skate park (per hour) \$50.00</del>                                                                           | Remove 6 & 7 completely                                     |
| A07.001<br>(8)         | Park & Recreation Fees | 3/4/14        | Tennis court (per hour)                                                                                                                                        | Add Shady Grove to item name                                |
| A07.001<br>(9 & 10)    | Park & Recreation Fees | 3/4/14        | <del>Baseball field (per hour) \$10.00</del><br><del>Disc Golf (per hour) \$10.00</del>                                                                        | Remove 9 & 10 completely                                    |

| Section                          | Title                             | Adoption Date | Current Language/Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Proposed Change or Rate                                |
|----------------------------------|-----------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>A07.001<br/>(11 A&amp; B)</b> | <b>Park &amp; Recreation Fees</b> | <b>3/4/14</b> | <b>Without lights \$15.00<br/>With lights \$25.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Without lights \$25.00<br/>With lights \$35.00</b>  |
| <b>A07.001<br/>(12)</b>          | <b>Park &amp; Recreation Fees</b> | <b>3/4/14</b> | <div> <div>A) Recreation men's</div> <div>\$350.00</div> <div>10</div> </div> <div> <div>B) Men's church</div> <div>\$350.00</div> <div>10</div> </div> <div> <div>C) Women's recreation</div> <div>\$350.00</div> <div>10</div> </div> <div> <div>D) Co-ed recreation</div> <div>\$350.00</div> <div>10</div> </div> <div> <div>E) Co-ed church</div> <div>\$350.00</div> <div>10</div> </div> <div> <div>F) Tournament (per team)</div> <div>\$170.00</div> <div>Double elimination</div> </div> | League \$360.00 10 games + playoffs                    |
| <b>A07.001<br/>(13)</b>          | <b>Park &amp; Recreation Fees</b> | <b>3/4/14</b> | <div> <div>A) One (1) field: <del>\$300.00</del> 400.00</div> <div>B) Additional field: \$50.00.</div> <div>C) Lights an additional <del>\$25.00</del> 35.00 per hour per field.</div> <div><del>D) Deposit: \$100.00;</del></div> <div>E) Field attendant (onsite): \$200.00.</div> </div>                                                                                                                                                                                                        | <b>A) \$400.00<br/>C) \$35.00<br/>Remove D &amp; E</b> |
| <b>A07.001<br/>(14-17)</b>       | <b>Park &amp; Recreation Fees</b> | <b>3/4/14</b> | <b>Removing #14-17</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Removing 14-17</b>                                  |
| <b>A07.002<br/>(A)</b>           | <b>Park &amp; Recreation Fees</b> | <b>3/4/14</b> | <b>\$7.50</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$8.00</b>                                          |
| <b>A07.002<br/>(B)</b>           | <b>Park &amp; Recreation Fees</b> | <b>1/7/14</b> | <b>Removing B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Removing B</b>                                      |

| Section     | Title     | Current Language/Rate                                  |                 |        |                              | Proposed Change or Rate                                |                      |                      |                              |
|-------------|-----------|--------------------------------------------------------|-----------------|--------|------------------------------|--------------------------------------------------------|----------------------|----------------------|------------------------------|
| New-A08.000 | Golf Fees | Course Rate                                            | Monday-Thursday | Friday | Saturday, Sunday, & Holidays | Course Rate                                            | Monday-Thursday      | Friday               | Saturday, Sunday, & Holidays |
|             |           | Open-12:00 pm                                          | \$47            | \$52   | \$59                         | Open-12:00 pm                                          | <del>\$47</del> \$50 | <del>\$52</del> \$57 | <del>\$59</del> \$68         |
|             |           | 12:01pm-3:00pm                                         | \$39            | \$45   | \$53                         | 12:01pm-3:00pm                                         | <del>\$39</del> \$44 | <del>\$45</del> \$48 | <del>\$53</del> \$61         |
|             |           | Twilight-After 3:00pm                                  | \$32            | \$35   | \$38                         | Twilight-After 3:00pm                                  | <del>\$32</del> \$40 | <del>\$35</del> \$43 | <del>\$38</del> \$46         |
|             |           | Senior (60+), Military or Student (13-22 W/College ID) | \$40            | \$45   | \$53                         | Senior (60+), Military or Student (13-22 W/College ID) | <del>\$40</del> \$43 | <del>\$45</del> \$48 | <del>\$53</del> \$61         |
|             |           | City of Azle Resident                                  | \$40            | \$45   | \$53                         | City of Azle Resident                                  | <del>\$40</del> \$43 | <del>\$45</del> \$48 | <del>\$53</del> \$61         |
|             |           | Junior (12 Years Old and Under)                        | \$30            | \$30   | \$30                         | Junior (12 Years Old and Under)                        | \$30                 | \$30                 | \$30                         |
|             |           | Replay                                                 | \$16            | \$16   | \$16                         | Replay                                                 | <del>\$16</del> \$22 | <del>\$16</del> \$22 | <del>\$16</del> \$22         |
|             |           | Open Seat Rider Fee                                    | \$16            | \$16   | \$16                         | Open Seat Rider Fee                                    | <del>\$16</del> \$22 | <del>\$16</del> \$22 | <del>\$16</del> \$22         |
|             |           | Spectator Cart                                         | \$35            | \$35   | \$35                         | Spectator Cart                                         | \$35                 | \$35                 | \$35                         |
|             |           | Driving Range Small (approx. 40 balls)                 | \$5             | \$5    | \$5                          | Driving Range Token (approx. 40 balls)                 | <del>\$5</del> \$7   | <del>\$5</del> \$7   | <del>\$5</del> \$7           |
|             |           | Medium (Approx. 70 balls)                              | \$8             | \$8    | \$8                          | <del>Medium (Approx. 70 balls)</del>                   | <del>\$8</del>       | <del>\$8</del>       | <del>\$8</del>               |
|             |           | Large (Approx. 105 balls)                              | \$12            | \$12   | \$12                         | <del>Large (Approx. 105 balls)</del>                   | <del>\$12</del>      | <del>\$12</del>      | <del>\$12</del>              |

## Rates Comparison

|                                        | Cross<br>Timbers | Hawks<br>Creek | Rock-<br>wood | The<br>Resort | Squaw<br>Creek | Oeste<br>Ranch | Split<br>Rail | Pecan<br>Valley | Canyon<br>West | Sugar<br>Tree | AVERAGE |
|----------------------------------------|------------------|----------------|---------------|---------------|----------------|----------------|---------------|-----------------|----------------|---------------|---------|
| Weekday Rack (Mon-Thurs)               | 47               | 60             | 63            | 58            | 52             | 44             | 59.53         | 45              | 57.37          | 67.11         | 55.30   |
| Friday Rack                            | 52               | 65             | 73            | 72            | 60             | 56             | 70.36         | 48              | 67.11          | 77.94         | 64.14   |
| Weekend Rack                           | 59               | 75             | 78            | 83            | 60             | 59             | 70.36         | 55              | 67.11          | 77.94         | 68.44   |
| Weekday 1st Twilight                   | 39               | 60             | 55            | 50            | 52             | 40             | 59.53         | 37              | 57.37          | 67.11         | 51.70   |
| Friday 1st Twilight                    | 45               | 65             | 65            | 65            | 60             | 50             | 70.36         | 41              | 67.11          | 77.94         | 60.64   |
| Weekend 1st Twilight                   | 53               | 75             | 70            | 75            | 60             | 52             | 70.36         | 47              | 67.11          | 77.94         | 64.74   |
| Weekday 2nd Twilight                   | 32               | 45             | 39            | 45            | 42             | 33             | 43.3          | 33              | 57.37          | 45.46         | 41.51   |
| Friday 2nd Twilight                    | 35               | 50             | 40            | 50            | 48             | 40             | 54.12         | 32              | 67.11          | 56.29         | 47.25   |
| Weekend 2nd Twilight                   | 38               | 60             | 40            | 55            | 48             | 40             | 54.12         | 37              | 67.11          | 56.29         | 49.55   |
| Weekday Senior, Military, Vet, Student | 40               | 40             | 47            | 58            | 44             | 33             | 43.3          | 32              | 43.3           | 50.66         | 43.13   |
| Friday Senior, Military, Vet, Student  | 45               | 45             | 48            | 72            | 44             | 40             | 54.12         | 37              | 43.3           | 70.15         | 49.86   |
| Weekend Senior, Military, Vet, Student | 53               | 75             | 50            | 83            | 60             | 40             | 70.36         | 36              | 57.37          | 70.15         | 59.49   |
| Juniors (walking or w/paid adult)      | 30               | 25             | 32            | NA            | NA             | NA             | 32.48         | 22              | 27.06          | 48.25         | 30.97   |

|                                        | Current | COMPETITION<br>AVERAGE | NEW | \$ change | % change |
|----------------------------------------|---------|------------------------|-----|-----------|----------|
| Weekday Rack (Mon-Thurs)               | 47      | 56.22                  | 50  | 3         | 6.38%    |
| Friday Rack                            | 52      | 65.49                  | 57  | 5         | 9.62%    |
| Weekend Rack                           | 59      | 69.49                  | 68  | 9         | 15.25%   |
| Weekday 1st Twilight                   | 39      | 53.11                  | 44  | 5         | 12.82%   |
| Friday 1st Twilight                    | 45      | 62.38                  | 48  | 3         | 6.67%    |
| Weekend 1st Twilight                   | 53      | 66.05                  | 61  | 8         | 15.09%   |
| Weekday 2nd Twilight                   | 32      | 42.57                  | 40  | 8         | 25.00%   |
| Friday 2nd Twilight                    | 35      | 48.61                  | 43  | 8         | 22.86%   |
| Weekend 2nd Twilight                   | 38      | 50.84                  | 46  | 8         | 21.05%   |
| Weekday Senior, Military, Vet, Student | 40      | 43.47                  | 43  | 3         | 7.50%    |
| Friday Senior, Military, Vet, Student  | 45      | 50.40                  | 48  | 3         | 6.67%    |
| Weekend Senior, Military, Vet, Student | 53      | 60.21                  | 61  | 8         | 15.09%   |
| Juniors (walking or w/paid adult)      | 30      | 31.13                  | 30  | 0         | 0.00%    |
| Weekday Resident Rate                  | 40      | NA                     | 43  | 3         | 7.50%    |
| Friday Resident Rate Friday            | 45      | NA                     | 48  | 3         | 6.67%    |
| Weekend Resident Rate                  | 53      | NA                     | 61  | 8         | 15.09%   |

 = municipal course

*\*New rates will go into effect January 1, 2026.*

**ARTICLE A1.000 GENERAL FEE TABLES**
**Sec. A1.001 Permit fees for one- and two-family dwellings**

(a) Permit fees for one- and two-family dwellings:

- (1) Air conditioned area < 1,200 square feet: \$1,565.00.
- (2) Air conditioned area  $\geq$  1,201 - 1,750 square feet: \$1,865.00.
- (3) Air conditioned area  $\geq$  1,751 - 2,250 square feet: \$2,265.00.
- (4) Air conditioned area  $\geq$  2,251 - 2,750 square feet: \$2,765.00.
- (5) Air conditioned area  $\geq$  2,751 - 3,250 square feet: \$3,265.00.
- (6) Air conditioned area > 3,250 square feet: \$3,865.00.

(b) Permit fee includes plan review, electric, plumbing, mechanical, temporary power pole, temporary utilities, grading permit.

(Ordinance 2021-19 adopted 11/2/21)

**Sec. A1.002 Permit fees for new multifamily dwellings**

(a) Permit fees for new multifamily dwellings:

- (1) Permit fee: \$0.18 per square foot of building area.
- (2) Plan review fee: 50% of permit fee.
- (3) Engineering review: Actual costs.

(b) Permit fee includes electric, plumbing, mechanical, temporary power pole, temporary utilities, fence.

(Ordinance 2021-19 adopted 11/2/21)

**Sec. A1.003 New commercial building permit fees**

(a) New commercial building permit fees:

- (1) Permit fees by building valuation:

| Total Valuation        | Permit Fee                                               |
|------------------------|----------------------------------------------------------|
| \$1.00 to \$100,000.00 | \$643.00 for the first \$50,000.00, plus \$7.00 for each |

## Exhibit “A”

| Total Valuation                | Permit Fee                                                                                                                                |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
|                                | additional \$1,000.00 or fraction thereof, up to and including \$100,000.00                                                               |
| \$100,000.01 to \$500,000.00   | \$993.75 for the first \$100,000.00, plus \$5.60 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00     |
| \$500,000.01 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00, plus \$4.75 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00 |
| \$1,000,000.01 and up          | \$5,608.75 for the first \$1,000,000.00, plus \$3.67 for each additional \$1,000.00 or fraction thereof                                   |

Building valuation data shall be based on the most current Building Safety Magazine, year-end issue, as published by the International Code Council.

- (2) Plan review fee: 50% of permit fee.
- (3) Engineering review: See engineering fees.

(b) Permit fee includes electric, plumbing, mechanical, temporary power pole, temporary utilities.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A1.004 Automatic fire extinguishing system, fire alarm, miscellaneous fire, construction and occupancy permits**

Automatic fire extinguishing system permit fees, fire alarm permit fees and miscellaneous fire permit fees:

- (1) Fire sprinkler system + (cost of third party review).
  - a. Underground fire line: \$200.00.
  - b. Aboveground, 1-100 heads: \$250.00.
  - c. Aboveground, 101-300 heads: \$350.00.
  - d. Aboveground, 301-1,000 heads: \$450.00.
  - e. Head for each over 1,000 Heads: \$1.00.
  - f. Fire pump: \$150.00.
  - g. Type I hood fire extinguishing system: \$150.00.
  - h. Specialized fire extinguishing system: \$250.00.

## Exhibit "A"

- i. Standpipe systems: \$65.00.
- (2) NFPA 13 and 13R modifications: \$65.00 + (cost of third party review).
- (3) NFPA 13D systems: \$100.00 + (cost of third party review).
- (4) Fire alarm systems: + (cost of third party review).
  - (A) 1–100 devices: \$150.00.
  - (B) 101–200 devices: \$300.00.
  - (C) 201–500 devices: \$500.00.
  - (D) Per device for each device over 500: \$1.00.
- (5) Certificate of occupancy reinspection: \$65.00.
- (6) Temporary certificate of occupancy: \$ 65.00.
- (7) After hours inspections (after 4:00 PM or weekends / holidays)
  - 2-hour minimum: \$190.00
  - Each additional hour: \$65.00 per hour
- (8) Elevator acceptance test: \$150.00 per unit.
- (9) Access control / electronic gate: \$100.00 per unit.
- (10) Battery systems: \$150.00.
- (11) Capacitor energy storage systems: \$150.00.
- (12) Compressed gases / cryogenic fluids: \$ 65.00.
- (13) Emergency responder radio coverage systems: \$65.00.
- (14) Gas detection systems: \$65.00.
- (15) High-piled combustible storage: \$65.00.
- (16) Industrial oven: \$ 65.00.
- (17) Private fire hydrant: \$ 65.00.
- (18) Smoke control or smoke exhaust systems: \$65.00.
- (19) Solar photovoltaic power systems: \$65.00.
- (20) Spraying and dipping: \$65.00.
- (21) Penalties: Permit fee shall triple if a contractor begins work prior to obtaining an approved permit.
- (22) Second and subsequent occurrence within two years, fees will quadruple.
- (23) Fire Marshal annual permits (effective 10/1/2022):
  - (A) 6,000 sq. ft. or less: \$35.00.
  - (B) 6,001 – 10,000 sq. ft.: \$45.00.
  - (C) 10,001 – 25,000 sq. ft.: \$55.00.
  - (D) 25,001 – 50,000 sq. ft.: \$75.00.
  - (E) 50,001 – 75,000 sq. ft.: \$85.00.

## Exhibit "A"

- (F) 75,001 – 100,000 sq. ft.: \$105.00.
- (G) 100,001 – 200,000 sq. ft.: \$125.00.
- (H) 200,001 sq. ft. or more: \$145.00.
- (24) Each apartment building: \$20.00.
- (25) Each floor above two: \$20.00.
- (26) Re-inspection fee: 1.5 times the annual fee (Charged per inspection after the initial re-inspection).
- (27) Hazardous materials annual permit (fees in addition to annual permit)
  - (A) Pounds (powder and solids)
    - (i) Less than 1,000 pounds: \$25.00.
    - (ii) 1,001 – 2,000 pounds: \$40.00.
    - (iii) 2,001 – 5,000 pounds: \$70.00.
    - (iv) Over 5,001 pounds: \$140.00.
  - (B) Gallons (liquids and gels)
    - (i) Less than 25 gallons: \$25.00.
    - (ii) 26 gallons – 100 gallons: \$40.00.
    - (iii) 101 gallons – 1,000 gallons: \$75.00.
    - (iv) Over 1,000 gallons: \$140.00.
- (28) Special permits:
  - (A) LPG, CNG, LNG tank installation or removal: \$100.00
  - (B) Blasting operation: \$150.00 per day + fire watch.
  - (C) Pyrotechnic display: \$150.00 per day + fire watch.
  - (D) Tent / canopy: \$65.00 per event.
  - (E) Exhibits and trade shows: \$65.00 per event.
  - (F) Amusement rides / carnival rides: \$65.00 per event.
  - (G) Mobile food preparation vehicle: \$30.00 annually.
  - (H) Outdoor assembly event: \$65.00 per event.
  - (I) Event vendor: \$10.00 per event.
  - (J) Residential outdoor burning: \$65.00 30-day permit.
  - (K) Non-residential outdoor burning / trench / clearing: \$300.00 + \$20.00 per day.
  - (L) Underground fuel storage tank installation or removal: \$150.00 per tank.
- (29) Special event/movie/theatrical event
  - (A) Public event permit: \$250.00 per day.
  - (B) Fire Marshal on premises (3-hour minimum): \$65.00 per hour / per person.
- (30) State mandated inspections:
  - (A) Hospitals: \$150.00.
  - (B) Nursing and long-term care facilities: \$150.00.

## Exhibit “A”

(C) Daycare/mother’s day out: \$65.00.

(D) Foster and adoptive home: \$65.00.

(E) Residential group home: \$65.00.

(F) Residential home inspection: \$65.00.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A1.005    Miscellaneous fees**

Miscellaneous fees:

- (1) Excavation permit (including curb cut/drive approach): \$65.00 per approach/curb cut.
- (2) Commercial occupancy permit: \$65.00.
- (3) Construction trailer (temporary): \$65.00.
- (4) Work without Permit: Double Building Permit Fee
- (5) Residential demolition: \$65.00.
- (6) Commercial demolition: \$65.00.
- (7) Spa, hot tub, above-ground pool: \$135.00.
- (8) Swimming pool: \$325.00.
- (9) Reinspection fee: \$65.00.
- (10) After-hours inspection: \$65.00 per hour; minimum \$130.00.
- (11) Misc. electric (not associated w/bldg. permit): \$65.00.
- (12) Misc. plumbing (not associated w/bldg. permit): \$65.00.
- (13) Misc. mechanical (not associated w/bldg. permit): \$65.00.
- (14) Lawn sprinkler system: \$65.00.
- (15) Backflow prevention tester: \$100.00; \$25.00 renewal.
- (16) Temporary snow cone stands: \$130.00.
- (17) Building board of adjustment variance/appeals: \$200.00.
- (18) Special events: \$65.00.
- (19) Door-to-door solicitors:
  - (A) A business wishing to have employees perform door-to-door solicitation shall pay an annual registration fee: \$100.00.
  - (B) Each employee performing door-to-door solicitation shall pay a nonrefundable application fee: \$10.00.

## Exhibit "A"

(C) All fees shall be paid at the time of solicitor application.

- (20) Water well: \$65.00.
- (21) Outdoor sales: \$45.00.
- (22) Other non-listed misc. permits: \$65.00.
- (23) Garage sale permits: \$5.00.
- (24) Wrecker registration fee: \$15.00.
- (25) Impound fee: \$15.00 + expenses for sales and auctions of abandoned vehicles.
- (26) Sexually oriented business license application: \$1,000.00.
- (27) Sexually oriented business license renewal: \$500.00.
- (28) Sexually oriented business license reinstatement: \$200.00.
- 29) Fire hydrant meter deposit fee: \$2,000.00.
- (30) Public or semi-public swimming pool inspection fee: \$350.00.
- (31) Public swimming pool administrative fee: \$50.00.
  - (A) Annual public pool and spa permit fee: \$315.00.
  - (B) Pool plan review and opening inspection: \$200.00.
  - (C) Contractual inspections - school districts (per site visit): \$150.00.
- (32) Fence permit: \$25.00

(Ordinance 2021-19 adopted 11/2/21; Ordinance 2023-20 adopted 12/5/2023)

### **Sec. A1.006 Residential additions, alterations, fire damage and accessory structures**

- (a) Residential - additions/alterations/fire damage/accessory structures:
  - (1) 1- and 2-family dwellings: \$1.10 per square foot of the area of the addition, alteration, fire damage. Minimum fee shall be \$125.00.
  - (2) Accessory building:
    - 120 sq. ft.–200 sq. ft.: \$165.00.
    - 200 sq. ft.–399 sq. ft.: \$225.00.
    - > 400 sq. ft.: \$435.00.
  - (3) Carports:
    - 120 sq. ft.–399 sq. ft.: \$165.00.
    - > 400 sq. ft.: \$225.00.

## Exhibit “A”

(b) Permit fee includes plan review, electric, plumbing, mechanical.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A1.007 Commercial additions, alterations, fire damage and accessory structures**

(a) Commercial - additions/alterations/fire damage/accessory structures:

| Type |                                      | Permit Fee                                                                          | Plan Review Fee        |
|------|--------------------------------------|-------------------------------------------------------------------------------------|------------------------|
| (1)  | Triplex / town homes and multifamily | Section A1.003 - based on valuation of \$65.00 sq. ft.                              | 50% of building permit |
| (2)  | Commercial                           | Section A1.003 - based on actual valuation or \$65.00 sq. ft., whichever is greater | 50% of building permit |

(b) Permit fee includes, electric, plumbing, mechanical.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A1.008 Sign permit fees**

Sign permit fees:

- (1) Pole sign: \$110.00.
- (2) Monument sign: \$75.00.
- (3) Wall sign: \$65.00.
- (4) Awning, canopy, marquee signs: \$65.00.
- (5) Temporary and portable signs: \$65.00.
- (6) Banners: \$65.00.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A1.009 Planning and development fees**

Planning and development fees:

(1) Plats:

- (A) Commercial replats, vacating plats, amending plats and minor plats: \$425.00 + (see engineering fees).
- (B) Preliminary plat: \$325.00 + \$20.00 per acre + (see engineering fees).
- (C) Final plat: \$325.00 + (see engineering fees).

## Exhibit “A”

- (D) Residential replats: \$525.00 + (see engineering fees).
- (E) Variance request/appeal: \$325.00.
- (2) Gas wells:
  - (A) Gas well SUP: \$425.00.
  - (B) Gas well application fees (due w/ SUP application): \$7,500.00.
- (3) Zoning:
  - (A) Comprehensive Plan Amendment: \$625.00
  - (B) Zoning change request including SUPs (does not include PDs): \$425.00.
  - (C) Planned development district: \$1,500.00.
  - (D) Variance request/appeal: \$325.00.
- (4) Site plans: \$425 + (see engineering fees)

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A1.010 Engineering review fees**

Fee = Actual costs of engineer’s review fee. An initial minimum deposit of \$2,000.00 to cover anticipated engineer review costs shall be made with each plat, clearing and grading, or parking lot application. An additional deposit of \$1,500.00 shall be made whenever the engineer’s review costs have depleted the deposited amount to \$500.00 or less. Following the approval of the application any remaining funds shall be returned to the applicant. No application may be approved, issued, or recorded until all outstanding fees have been paid.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A1.011 Food establishment inspection fees**

Food establishment inspection fees:

- (1) Food service permits:
  - (A) Less than 500 sq. ft.: \$400.00.
  - (B) 500 to 1,500 sq. ft.: \$500.00.
  - (C) 1,501 to 3,000 sq. ft.: \$600.00.
  - (D) 3,001 to 6,000 sq. ft.: \$700.00.
  - (E) Above 6,000 sq. ft.: \$800.00.
  - (F) Child care facility: \$500.00.

## Exhibit "A"

- (G) Catering operation: \$700.00.
- (H) Food court: \$600.00.
- (I) Adjunct food service: \$500.00.
- (J) Adjunct food store - less than 5,000 sq. ft.: \$500.00.
- (K) Adjunct food store - 5,000 sq. ft. and above: \$600.00.
- (L) Commissary (non-prep): \$400.00.
- (M) Commissary (prep): \$600.00.
- (N) Mobile unit (prepackaged): \$400.00.
- (O) Mobile unit (preparation of food): \$600.00.
- (P) Mobile unit (pushcart): \$600.00.
- (Q) Temporary food establishment 1-5 Days: \$35.00.
- (R) Temporary food establishment 6-14 Days: \$70.00.
- (S) Farmers market: \$100.00.
- (T) Required/requested reinspection: \$75.00.
- (2) Food store:
  - (A) Less than 5,000 sq. ft.: \$600.00.
  - (B) 5,000 sq. ft. or above: \$800.00.
- (3) Plan review:
  - (A) Less than 1500 sq. ft.: \$100.00.
  - (B) More than 1501 sq. ft.: \$200.00.
  - (C) Above 3,000 sq. ft.: \$100.00.
- (4) Late fee:
  - (A) 1-30 days: 10% of fee.
  - (B) 31-60 days: 20% of fee.
  - (C) 61-90 days: 30% of fee.
- (5) Miscellaneous - consumer/environmental health:
  - (A) Duplicate permits: \$15.00

(Ordinance 2021-19 adopted 11/2/21; Ordinance 2023-20 adopted 12/5/2023)

### A1.012. Wrecker service company towing fees.

## Exhibit “A”

### (a) Nonconsent tow fees.

- (1) For vehicles with a gross weight rating up to 10,000 pounds: \$272.00.
- (2) For vehicles with a gross weight rating of 10,001 and up to 24,999 pounds: \$380.00.
- (3) For vehicles with a gross weight rating of 25,000 pounds and up: \$489.00 per unit \$978.00 max.

### (b) Drop fees.

- (1) For vehicles up to 10,000 pounds: \$135.00.
- (2) For vehicles 10,001 to 24,999 pounds: \$190.00.
- (3) For vehicles 25,000 pounds and higher: \$244.00.

(Ordinance 2024-02 adopted 2/20/2024)

### **A1.013. Short-term rentals.**

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

- (1) Application for license: \$500.00.**
- (2) License 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**

**(Ordinance 2025-06 adopted 07/01/2025)**

## **ARTICLE A2.000 ADMINISTRATIVE FEES**

### **Sec. A2.001 Returned checks**

The city shall collect the sum of ~~twenty-five dollars (25.00)~~ thirty dollars ~~twenty-five dollars (\$30.00)~~ 25.00 for each check received by the city for the payment of any account or fine or for any reason given to the city, and subsequently dishonored by the bank upon which it was drawn for any reason.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A2.002 City council variance requests**

The fee to be charged for variance requests pursuant to [article 1.03, division 2](#) of this code shall be established at \$325.00.

(Ordinance 2021-19 adopted 11/2/21)

# Exhibit “A”

## Sec. A2.003 Credit card service fee

When accepting credit card payments as authorized by [section 1.02.003](#) of the city code, the city may collect the actual processing fee incurred by the city, up to five percent (5%) of charge.

(Ordinance 2021-19 adopted 11/2/21)

## ARTICLE A3.000 ANIMAL CONTROL FEES

(a) License fees for dogs and cats. License fees for dogs and cats shall be imposed. The fees will be as follows:

- (1) Ten dollars (\$10.00) for the initial license for a dog or a cat.
- (2) Five dollars (\$5.00) for a renewal license each year thereafter for a dog or cat.
- (3) Five dollars (\$5.00) for a duplicate license tag upon presentation of a license receipt showing payment of the current year’s fees.
- (4) Twenty-five dollars (\$25.00) microchip fee for an owned dog or cat.
- (5) No license fee is required for a dog or cat that is:
  - (A) Used as a police or sheriff’s department dog in the line of duty; or
  - (B) Adopted from the animal shelter by a person who does not reside within the city.

(b) Impoundment fees for dogs and cats. Impoundment fees are as follows:

- (1) Thirty dollars (\$30.00) for dogs.
- (2) Twenty-five dollars (\$25.00) for cats.

(c) Impoundment fees separate from fines and boarding fees. Impoundment fees are separate and distinct from any fines imposed for violating any provision of [chapter 2](#) of the Code of Ordinances or any boarding fees.

(d) Adoption fees. Adoption fees for the adoption of an animal from the animal shelter are as follows:

- (1) One hundred dollars (\$100.00) for the adoption of a dog, which includes the cost of inoculations, deworming, general health assessment. It also includes a heartworm check, sterilization and rabies vaccination if age appropriate.
- (2) Fifty dollars (\$50.00) for the adoption of a dog that has been previously adopted and returned and the adoption fee has already been paid for. This fee will also be applied to an animal(s) surrendered that have been previously sterilized. This fee will include the cost of

## Exhibit "A"

inoculations, deworming, general health assessment, heartworm check, and rabies vaccination.

(3) Twenty-five dollars (\$25.00) for the adoption of a cat that has been previously sterilized, which includes the cost of inoculations, flea treatment and deworming.

(4) Sixty dollars (\$60.00), for the adoption of an intact cat which includes the cost of sterilization, inoculations, flea treatment and deworming. ~~A thirty-five dollar (\$35.00) spay/neuter deposit will be required at the time of adoption of a cat. This deposit will be refunded if the spay/neuter is confirmed by the time agreed in the spay/neuter contract only when adoptive owner chooses to use their own vet for sterilization other than the veterinary we have on contract.~~

(6) No adoption fee or rabies vaccination fee is required for an animal transferred to an approved breed-specific rescue organization, or to a nonprofit, no-kill, all-breed rescue organization.

(7) State law requires a rabies vaccination.

(8) Adoption fees may be reduced after the fifteenth (15th) day an animal becomes eligible for adoption, with the approval of the city manager or designee.

(e) Animal held in quarantine. Fifteen dollars (\$15.00) per day for any animal held in quarantine.

(f) Veterinary and other expenses. Any veterinary and other expenses actually incurred by virtue of the necessity of quarantine or impoundment will be paid by the owner.

(g) Impoundment of livestock. Thirty-five dollars (\$35.00) per head per day for the taking up and impounding of livestock.

~~(h) Sale of impounded livestock. Forty dollars (\$40.00) per head for the selling of impounded livestock.~~

~~(i) Advertisement of sale of impounded livestock. Fifty dollars (\$50.00) for the preparing and posting advertisement of sale of impounded livestock. In the event more than one (1) animal is advertised, the charge will be equally divided.~~

(jh) Pickup of ~~dead deceased~~ dog or cat. ~~Twenty-five dollars~~ Fifty dollars (\$50.00) for animals weighing less than fifty pounds. ~~the pickup of a dead dog or cat licensed to a city resident. Thirty-five dollars (\$35.00) for the pickup of an unlicensed dead dog or cat owned by a city resident. Forty dollars (\$40.00)~~ Seventy-five dollars (\$75.00) for the pickup of a ~~dead deceased~~ dog or cat, ~~whether or not previously licensed~~, that is in an ~~advance~~ state of decomposition, or exceeds fifty pounds (50 lbs.) in weight. There will be no additional fees to those stated above for transport by an animal control officer of a ~~dead deceased~~ dog or cat owned by city residents

## Exhibit "A"

who have made prior arrangements with a local (not exceeding five miles from the city limits of Azle) veterinarian or pet cemetery for interment or cremation.

(~~k~~i) Rabies vaccination. Fees for rabies vaccination will be based upon the current cost negotiated with local cooperating veterinarians.

(~~j~~i) Boarding fee for dogs and cats. Fifteen dollars (\$15.00) for boarding fee per day for each day a dog or cat is housed at the animal shelter. This fee will be charged when the animal is returned to the original owner.

(~~m~~k) Animal surrender fees. Animal surrender fees are as follows:

(1) ~~Fifteen dollars (\$15.00)~~ Twenty-five dollars (\$25.00) shall be charged to any person residing in the city ~~and~~ requesting to surrender an ~~n-owned~~ dog or cat to the city.

(2) ~~Thirty dollars (\$30.00)~~ Forty dollars (\$40.00) shall be charged to any person residing outside of the city limits ~~and~~ requesting to surrender an ~~n-owned~~ dog or cat to the city.

(~~n~~l) Kennel permit. Fifty dollars (\$50.00) for a kennel permit.

(~~o~~m) Dangerous dog or vicious animal registration fee.

(1) Fifty dollars (\$50.00) per animal.

(2) ~~Transfer: Twenty-five dollars (\$25.00).~~

(~~p~~n) Temporary exhibition permit. Forty dollars (\$40.00) for administrative costs and safety inspection of temporary exhibit by the animal control officer.

(~~q~~o) Review of fees. The animal control officers shall review all fees specified herein annually and may recommend increases or changes to the city council.

## ARTICLE A4.000 HEALTH AND SANITATION FEES

### Sec. A4.001 Municipal setting designation

(a) Application fee: \$4,000.00.

(b) Third-party review fee: \$10,000.00 shall be paid at the time of application. The applicant will be required to pay additional fees in the amount of \$5,000.00 when the submitted fees for a third-party environmental consultant have been expended down to \$1,000.00.

(Ordinance 2021-19 adopted 11/2/21)

### Sec. A4.002 Donation bins fees.

(a) Annual permit fees for donation bins will be as follows:

(1) Annual permit fee: \$200.00.

(2) Impoundment fee: \$200.00.

## Exhibit “A”

(3) Daily storage fee: \$20.00.

(b) No fee will be required when the donation bin is placed on the premises of the same entity it is collecting for.

(Ordinance 2023-22 adopted 11/7/2023)

### ARTICLE A5.000 MUNICIPAL COURT FEES

#### Sec. A5.001 Failure to Appear/Violate Promise to Appear Fine

All defendants charged with the criminal offenses of Failure to Appear or Violate Promise to Appear shall be required to pay a twenty-five dollar (\$25.00) fine.

(Ordinance 2021-19 adopted 11/2/21)

#### Sec. A5.002 Local Consolidated Fee

The fee shall be assessed and collected from the defendant upon conviction for a misdemeanor offense in the municipal court as a cost of court. The fee shall be deposited to the various accounts as follows:

| Local Consolidated Fee (\$14.00)       |          |        |
|----------------------------------------|----------|--------|
| FUND                                   | PERCENT  | DOLLAR |
| Municipal Court Building Security Fund | 35%      | \$4.90 |
| Local Youth Diversion Fund             | 35.7143% | \$5.00 |
| Municipal Court Technology Fund        | 28.5714% | \$4.00 |
| Municipal Jury Fund                    | .7143%   | .10¢   |

(Ordinance 2021-19 adopted 11/2/21)

### ARTICLE A6.000 UTILITY RELATED FEES

#### Division 1. Generally

#### Sec. A6.001 Water, wastewater and road impact fees

## Exhibit “A”

### WATER / WASTEWATER IMPACT FEES FOR PROPERTY PLATTED PRIOR TO 2018

| METER SIZE | 3/4"        | 1"          | 1-1/2"      | 2"           | 3"           | 4"           | 6"           |
|------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|
| WATER      | \$ 822.00   | \$ 1,372.74 | \$ 2,737.26 | \$ 4,381.26  | \$ 8,220.00  | \$ 13,702.74 | \$ 27,397.26 |
| SEWER      | \$ 1,428.00 | \$ 2,384.76 | \$ 4,755.24 | \$ 7,611.24  | \$ 14,280.00 | \$ 23,804.76 | \$ 47,595.24 |
| TOTAL      | \$ 2,250.00 | \$ 3,757.50 | \$ 7,492.50 | \$ 11,992.50 | \$ 22,500.00 | \$ 37,507.50 | \$ 74,992.50 |

### WATER / WASTEWATER IMPACT FEES FOR PROPERTY PLATTED AFTER 1/1/2018

| METER SIZE | 3/4"        | 1"          | 1-1/2"       | 2"           | 3"           | 4"           | 6"  |
|------------|-------------|-------------|--------------|--------------|--------------|--------------|-----|
| WATER      | \$ 1,578.00 | \$ 2,635.26 | \$ 5,254.74  | \$ 8,410.74  | \$ 15,780.00 | \$ 26,305.26 | TBD |
| SEWER      | \$ 1,563.00 | \$ 2,610.21 | \$ 5,204.79  | \$ 8,330.79  | \$ 15,630.00 | \$ 26,055.21 | TBD |
| TOTAL      | \$ 3,141.00 | \$ 5,245.47 | \$ 10,459.53 | \$ 16,741.53 | \$ 31,410.00 | \$ 52,360.37 | TBD |

### WATER / WASTEWATER IMPACT FEES FOR PROPERTY PLATTED AFTER 3/21/2023

| METER SIZE | 3/4"        | 1"          | 1-1/2"       | 2"           | 3"           | 4"           | 6"            |
|------------|-------------|-------------|--------------|--------------|--------------|--------------|---------------|
| WATER      | \$ 1,441.00 | \$ 2,406.47 | \$ 4,798.53  | \$ 7,680.49  | \$ 14,140.00 | \$ 24,021.47 | \$ 36,025.00  |
| SEWER      | \$ 4,422.00 | \$ 7,384.74 | \$ 14,725.26 | \$ 23,569.15 | \$ 44,220.00 | \$ 73,714.74 | \$ 110,550.00 |
| TOTAL      | \$ 5,863.00 | \$ 9,791.21 | \$ 19,523.79 | \$ 31,249.64 | \$ 58,360.00 | \$ 97,736.21 | \$ 146,575.00 |

### ROADWAY IMPACT FEES FOR PROPERTY PLATTED AFTER 6/20/2023

|             |                      |
|-------------|----------------------|
| RESIDENTIAL | \$ 5,616.72 per unit |
| COMMERCIAL  | Call for estimate    |

(Ordinance 2023-07 adopted 06/20/23)

~~(a) The wastewater impact fee shall be \$1,563.00 per MUE;~~

~~(b) The water impact fee shall be \$1,578.00 per MUE.~~

~~(c)~~ Administrative charge when city refunds portion of impact fee: \$50.00.

(Ordinance 2021-19 adopted 11/2/21)

#### Sec. A6.002 Water tap fees

(a) The city shall charge and collect the following fees for making water taps into its water system:

- (1) Fees for water taps where the service line for such tap has been previously installed at the tap location shall be as follows:

|                   |               |
|-------------------|---------------|
| <u>Meter Size</u> | <u>Charge</u> |
|-------------------|---------------|

## Exhibit “A”

5/8 x 3/4 inch      \$375.00

All other sizes      Actual cost of materials used

(2) Fees for water taps where the service line has not been previously installed at the tap location shall be as follows:

### WATER TAP FEES

| Meter Size          | Paved Area        | Unpaved Area      |
|---------------------|-------------------|-------------------|
| 5/8 inch x 3/4 inch | \$2,100.00        | \$1,100.00        |
| 3/4 inch x 3/4 inch | N/A               | N/A               |
| 1 inch              | \$2,315.00        | \$1,315.00        |
| 1-1/2 inch          | \$2,630.00        | \$1,630.00        |
| 2 inch              | \$3,650.00        | \$2,650.00        |
| > 2 inch            | Call for estimate | Call for estimate |

(b) The actual cost as set forth in subsection (a)(2) [sic] of this section shall be the cost of all materials, cost of equipment and cost of personnel used in making such water tap connection to the system.

(Ordinance 2021-19 adopted 11/2/21)

### Sec. A6.003 Sewer tap fees

(a) The city shall charge and collect the following fees for making sewer taps into its sewer system:

### SEWER TAP FEES

| Size   | Paved Area | Unpaved Area |
|--------|------------|--------------|
| 4 inch | \$2,690.00 | \$1,760.00   |
| 6 inch | \$3,920.00 | \$2,100.00   |

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|        |            |            |
|--------|------------|------------|
| 8 inch | \$4,220.00 | \$2,400.00 |
|--------|------------|------------|

(b) The actual cost as set forth in the (a)(2) [sic] in this section shall be the cost of all materials, cost of equipment and cost of personnel to install the tap to the system.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.004 Deposit for sewer, water and garbage customers**

(a) Amount of initial deposit. The city shall receive from its sewer, water and garbage customers an initial deposit as follows:

- (1) All residential accounts other than multifamily, (in the city limits): One hundred fifty dollars (\$150.00);
- (2) Multifamily (one meter for multiple dwelling units), (in the city limits): Fifty dollars (\$50.00), per unit;
- (3) Multifamily (one meter per dwelling unit), (in the city limits): One hundred fifty dollars (\$150.00);
- (4) Commercial (in the city limits): Two hundred dollars (\$200.00);
- (5) Garbage only (in and out of the city): ~~Twenty dollars (\$20.00)~~ TwentyFive dollars (\$50.0020.00).

(Ordinance 2021-19 adopted 11/2/21)

(b) Reduced utility deposits.

- (1) All sewer, water and garbage utility customers electing to participate in the city's bank drafting program shall pay a reduced utility deposit as follows:
  - (A) For water and sewer in the city limits: A reduction of \$100 from the total deposit amount set forth in subsection (a) above.
  - (B) For water and sewer outside the city limits: A reduction of \$100 from the total deposit amount set forth in section A6.005 of this fee schedule.
  - (C) For garbage only in and outside the city limits: The greater of ten dollars (\$10.00) or fifty percent (50%) of the deposit amount set forth in subsection (a) above.
- (2) All new customers qualifying for the reduced utility deposit amounts set forth in subsection (a) [(b)(1)] of this section shall not be required to pay the full applicable deposit amounts set forth in subsection (a) above and section A6.005 of this fee schedule. All existing customers qualifying for the reduced utility deposit amounts set forth in

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subsection (b)(1)(A) [(b)(1)] of this section shall receive a refund of any amounts paid in excess of such reduced utility deposit amounts.

Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.005 Deposit for water and sewer customers outside city limits**

The city council has determined that the city incurs more expenses in servicing sewer and water customers living outside its corporate city limits; therefore, the deposit for such service shall be as follows:

- (1) All residential accounts other than multifamily, sewer and water: One hundred seventy-five dollars (\$175.00);
- (2) Multifamily (one meter for multiple dwelling units), sewer and water: Seventy-five dollars (\$75.00), per unit;
- (3) Multifamily (one meter per dwelling unit), sewer and water: One hundred seventy-five dollars (\$175.00);
- (4) Commercial: Two hundred fifty dollars (\$250.00).

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.006 Account initiation fee**

A fee of fifteen dollars (\$15.00) ~~twenty five~~ twenty-five dollars (\$25.00) shall be charged to cover the initiation and setup cost of each new account.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.007 Water rates**

(a) Within city limits.

- (1) A minimum monthly service charge shall be made each month or fraction thereof for water service within the city limits. The minimum charge shall be based on the size of the meter. The minimum charge shall be evaluated to insure adequacy prior to the start of each fiscal year based on the projected budgeted amount of the following fixed costs: annual water-related debt service, utility (electric, gas, water and sewer) costs, water system insurance costs, TCEQ fees, raw water costs, and administrative costs. Once evaluated and determined to be adequate, the minimum charge shall be approved by ordinance in conjunction with the adoption of the city's annual budget. The following minimum charge is established for fiscal year 2024 2025 through 2025 2026.:

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| Meter Size | Residential | Commercial |
|------------|-------------|------------|
| 5/8 x 3/4" | \$25.95     | \$31.40    |
| 1"         | \$37.63     | \$45.15    |
| 1-1/2"     | \$55.53     | \$66.64    |
| 2"         | \$76.81     | \$92.17    |
| 3"         | \$179.06    | \$214.87   |
| 4"         | \$302.06    | \$362.47   |
| 6"         | \$510.48    | \$612.57   |

(2) The rates for the use of water by residential and commercial customers within the corporate limits of the city shall be calculated using the following rate scale:

| Cubic Feet        | Monthly Rates                                      |
|-------------------|----------------------------------------------------|
| First 275 or less | Minimum charge according to meter size             |
| 276 to 1,500      | <del>\$3.02</del> <b>\$3.10</b> per 100 cubic feet |
| 1,501 to 2,000    | <del>\$4.00</del> <b>\$4.10</b> per 100 cubic feet |
| 2,001 to 4,000    | <del>\$4.10</del> <b>\$4.20</b> per 100 cubic feet |
| 4,001 to 6,000    | <del>\$4.20</del> <b>\$4.30</b> per 100 cubic feet |
| 6,001 to 8,000    | <del>\$4.30</del> <b>\$4.41</b> per 100 cubic feet |
| Above 8,000       | <del>\$4.45</del> <b>\$4.56</b> per 100 cubic feet |

(b) Outside city limits.

(1) The city council, having found that the cost of supplying water services to customers outside the corporate limits of the city is greater than that of supplying its customers receiving services inside the corporate limits, therefore set the following rates for its residential and commercial customers outside the corporate limits. A minimum monthly

## Exhibit "A"

service charge shall be made each month, or fraction thereof for water service outside the city limits. The minimum charge shall be based on the size of the meter. The minimum charge shall be evaluated to insure adequacy prior to the start of each fiscal year based on the projected budgeted amount of the following fixed costs: annual water related debt service, utility (electric, gas, water & sewer) costs, water system insurance costs, TCEQ fees, raw water costs, and administrative costs. Once evaluated and determined to be adequate, the minimum charge shall be approved by ordinance in conjunction with the adoption of the city's annual budget. The following minimum charge is established for fiscal year 20242025 through 2024 2026:

| Meter Size | Residential | Commercial |
|------------|-------------|------------|
| 5/8 x 3/4" | \$38.93     | \$46.71    |
| 1"         | \$56.44     | \$67.73    |
| 1-1/2"     | \$83.30     | \$99.96    |
| 2"         | \$115.22    | \$138.26   |
| 3"         | \$268.58    | \$332.30   |
| 4"         | \$453.09    | \$543.70   |
| 6"         | \$765.72    | \$918.85   |

- (2) The rates for the use of water by residential and commercial customers outside the corporate limits of the city shall be calculated using the following rate scale:

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| Cubic Feet        | Monthly Rates                                      |
|-------------------|----------------------------------------------------|
| First 275 or less | Minimum charge according to meter size             |
| 276 to 1,500      | <del>\$4.53</del> <b>\$4.64</b> per 100 cubic feet |
| 1,501 to 2,000    | <del>\$6.00</del> <b>\$6.15</b> per 100 cubic feet |
| 2,001 to 4,000    | <del>\$6.15</del> <b>\$6.30</b> per 100 cubic feet |
| 4,001 to 6,000    | <del>\$6.30</del> <b>\$6.45</b> per 100 cubic feet |
| 6,001 to 8,000    | <del>\$6.45</del> <b>\$6.61</b> per 100 cubic feet |
| Above 8,000       | <del>\$6.68</del> <b>\$6.85</b> per 100 cubic feet |

(Ordinance 2021-19 adopted 11/2/21; Ordinance 2022-21 adopted 8/29/2022; Ordinance 2023-13 adopted 8/21/2023; Ordinance 2024-22 adopted 8/26/2024)

### Sec. A6.008 Sewer rates

(a) The monthly charge for connection to the sanitary sewer system shall consist of a basic charge plus a usage charge based on the amount of water service consumed as set forth in subsections (b) and (c). The basic service charge shall be evaluated to insure adequacy prior to the start of each fiscal year based on the projected budgeted amount of the following fixed costs: annual sewer related debt service, utility (electric, gas, water & sewer) costs, TCEQ fees, sewer system insurance costs, and administrative costs. Once evaluated and determined to be adequate, the minimum charge shall be approved by ordinance in conjunction with the adoption of the city’s annual budget. The following minimum charge is established for fiscal year ~~20224~~ 2025 -through 20234 2026:

- (1) Residential rate: \$23.00.
- (2) Commercial rate: \$28.30.

(b) All residential customers shall pay a usage charge of ~~\$2.52~~ **(\$2.58)** for every 100 cubic feet of water used on the average month during the period commencing November 15th of the annual billing period immediately preceding the month for which a bill is currently being tendered. It is the intent of this section to establish a fixed monthly sewer service usage charge for each customer that will be consistent from month to month within a given year. The city will determine the average cubic feet of water used by each customer during the November 15th to February

## Exhibit “A”

15th period each year and will use it to set a monthly average for that particular customer, structure or property. The usage charge will be multiplied against the average monthly water consumption measured in cubic feet as set forth above to calculate the sewer bill for the ensuing twelve-month period. In the event the customer, structure or property did not receive public water utility service during the immediately preceding November 15th to February 15th time frame, the customer may request at the time of initiation of service that billing be based on the city-wide average monthly usage rate; otherwise the city will calculate the billing on actual water use until such time as a full three-month average is determined and then use that average or the city-wide average by type of customer, whichever average is smaller. Each year the city will establish a new city-wide average monthly usage rate for the period commencing November 15th and ending February 15th for the purpose of establishing use charges for customers that do not have prior historical usage data.

(c) All commercial customers shall pay a usage charge of ~~\$2.52~~ (\$2.58) for every 100 cubic feet of water used each month.

(Ordinance 2021-19 adopted 11/2/21; Ordinance 2022-21 adopted 8/29/2022; Ordinance 2023-13 adopted 8/21/2023; Ordinance 2024-22 adopted 8/26/2024)

### Sec. A6.009 Water and sewer surcharges rates.

#### Water surcharge.

A usage surcharge shall be made each month, or fraction thereof, for water service within and outside the corporate city limits. This surcharge is distinct from and in addition to the water usage rates provided for in this article. The surcharge rate for the use of water shall be calculated in accordance with the following scale:

| Cubic Feet        | Within City Limits | Outside City Limits |
|-------------------|--------------------|---------------------|
| First 400 or less | \$3.45             | \$5.75              |
| 401 to 1600       | \$7.15             | \$10.75             |
| Above 1600        | \$21.90            | \$32.85             |

#### Sewer surcharge.

A sewer surcharge of seven dollars and fifty cents (\$7.50) shall apply each month, or fraction thereof, for sewer service. This surcharge is distinct from and in addition to the sewer usage rates provided for in this article.  
(2001 Code, app A, sec. 7.1500)

### Sec. A6.010 Reconnection fee when service discontinued due to nonpayment

(a) Within city limits. A ~~twenty-five dollar (\$25.00)~~~~twentythree-five-five-dollar dollar~~ (\$35.00~~25.00~~) reconnection fee shall be charged for reconnections made during normal working hours for services discontinued for reasons of nonpayment, and a fifty dollar (\$50.00) reconnection fee shall be charged for reconnections made after normal working hours for services discontinued for reasons of nonpayment, for all reconnections made within the corporate city limits.

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(b) Outside city limits. ~~A twenty-five dollar (\$25.00)~~ thirty-five dollar (\$35.00) ~~A twenty-five dollar (\$25.00)~~ reconnection fee shall be charged for reconnections made during normal working hours for services disconnected for reasons of nonpayment, and a fifty dollar (\$50.00) reconnection fee shall be charged for reconnections made after normal working hours for services discontinued for reasons of nonpayment, for all reconnections made outside the corporate city limits.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.011 Reconnection fee when meter removed due to illegal tampering**

A fee of one hundred dollars (\$100.00) plus costs incurred by the city for the repair or replacement of its equipment shall be made for the reconnection of any meter which has been removed because of illegal tampering.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.012 Reconnection fee when service discontinued due to damaging system or unlawful acts**

If water service is discontinued under the provisions as stated in [section 13.05.041](#) of the Code of Ordinances, water service shall not be restored until the following conditions are complied with:

- (1) Payment of a twenty-five dollar (\$25.00) service charge;
- (2) Full payment of all accounts due the city.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.013 Returned check fee**

(a) Should any check for payment of water or sewer services set out in this article be returned for any reason by the bank such check is written on, then in such event a ~~twenty-five dollar (\$25.00)~~ thirty dollar (\$30.00) returned check fee shall be assessed the customer for whose account such returned check was applied.

(b) The city staff is authorized to refuse to accept personal checks from any customer who has at least two times in the previous twelve-month period issued the city a check that was returned to the city by the bank upon which such check was written.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.014 Remedies and penalties for failure to pay charges**

(a) A list of delinquent charges against properties shall be compiled as of January 1 of each year.

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(b) In addition to any other remedies or penalties provided by law or in the act, if an account becomes delinquent, the city shall have the right to:

- (1) Apply interest on any delinquent account at the rate of one percent (1%) simple interest on the unpaid balance due per month;
- (2) Fix a lien against the property and assess a penalty in the amount of fifteen dollars (\$15.00) to cover the administrative costs of fixing a lien on benefited property; and/or
- (3) Discontinue any utility services provided by the city.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.015 Basis for determination of sewer user charges**

(a) For the purposes provided in [section 13.06.195](#) of the Code of Ordinances, the following shall be used as a basis for user charges for the ensuing year of operation of the wastewater treatment facility:

$V_c = \$0.164$  per 1,000 gallons of wastewater

$B_c = \$0.081$  per pound of BOD

$S_c = \$0.074$  per pound of TSS

(b) For users who discharge wastewater defined in [section 13.06.131](#) as “normal sewage,” the user charge per one thousand gallons of wastewater will be based on two hundred milligrams per liter of BOD and two hundred twenty milligrams per liter of TSS. The resulting charge for dischargers of normal domestic wastewater shall be \$0.325 per one hundred cubic feet of wastewater.

(c) For the purposes of [section 13.06.201](#), the return of wastewater to the wastewater treatment system shall be assumed to be seventy percent of the quantity of water used. The resulting charge for “normal sewage” determined by [section 13.06.201](#) shall be \$0.23 per one hundred cubic feet of water used.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.016 Meter testing fee**

Service charge: \$25.00.

(Ordinance 2021-19 adopted 11/2/21)

### **Sec. A6.017 Drought contingency plan fees**

Reconnection charge when water service discontinued for violation of drought contingency plan: \$500.00, and any other costs incurred by the city in discontinuing service.

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(Ordinance 2021-19 adopted 11/2/21)

## Sec. A6.018 Wholesale Water Rates (new section)

(a) **Pelican Bay Water:** Azle agrees to furnish and sell to Pelican Bay treated water on an emergency basis. Emergency is defined as a condition in which Pelican Bay water system experiences mechanical breakdown or line failure in their water system that causes Pelican Bay water system to be unable to meet normal water supply.

(1) **Rate:** Pelican Bay shall be charged \$3.79 per cubic feet of water delivered by Azle. On or before July 1 each year, Azle shall submit a proposed rate to be charged beginning October 1, of the same year.

(2) **Fees:** Azle shall charge Pelican Bay a billing and administrative fee of ten percent (10%) of the rates charged for each billing period. The agreement shall expire on September 30, 2030, but can be renewed on mutually agreeable terms.

(b) **City of Reno:** Azle agrees to furnish and sell to Reno treated water delivered under normal operation pressure prevailing in the Azle system at the point(s) of delivery that is mutually agreed upon.

(1) **Rate:** Reno shall be charged One Thousand Four Hundred and Eighty Dollars (\$1,480.00) per month as a base rate which shall include 8,000 cubic feet of water. Additional water may be purchased at the volumetric rate of \$6.68 per 100 per cubic feet of water delivered by Azle. Azle will give Reno a thirty (30) day notice of its intent or desire to increase rates.

(2) **Fees:** Azle shall charge Reno a billing and administrative fee of ten percent (10%) of the rates charged for each billing period. The agreement shall expire on April 6, 2031, but can be renewed on mutually agreeable terms.

## Sec. A6.019 Wholesale Wastewater Rates (new section)

**Pelican Bay Wastewater:** Pelican Bay provides sewer service to approximately 1,034 retail customers. Azle receives untreated wastewater from Pelican Bay at Azle’s Charles Avenue Lift Station located on Charles Avenue between Lilac Lane and Mountainview Drive. The sewage is conveyed from the entry point to Azle’s Walnut Creek Lift Station through approximately 2,300 feet of 4-inch force main; and from there, to the Ash Creek Wastewater Treatment Plant through approximately 12,200 feet of 8-inch force main.

(1) **Rate:** The rate was recalculated in 2015 and re-evaluated in 2022 and set out as follows:

|                     |   |                                 |                   |
|---------------------|---|---------------------------------|-------------------|
| Volume Charge       | = | <del>\$3.70</del> <b>\$6.00</b> | Per 1,000 Gallons |
| BOD Strength Charge | = | <del>\$0.28</del> <b>\$0.50</b> | Per Pound of BOD  |
| TSS Strength Charge | = | <del>\$0.24</del> <b>\$0.45</b> | Per Pound of TSS  |

Secs. A6.020–A6.040 Reserved

## Division 2. Drainage Utility System

## Exhibit “A”

### Sec. A6.041 Stormwater utility fees

(a) Rates. The following SFU rate is hereby established and shall be used to calculate the total monthly stormwater utility fee for all property located in the city:

| SFUs   | Fee                                        |
|--------|--------------------------------------------|
| 0–1    | \$5.50 (minimum)                           |
| Over 1 | \$1.83 per each 1/3 SFU or portion thereof |

(Ordinance 2021-19 adopted 11/2/21)

(b) Appeal for adjustment. Upon receipt of a written statement from the city manager denying a request to adjust the stormwater utility fees or refusing to direct that a lien not be filed, the owner or customer who initially filed the appeal may, within thirty days after receiving the statement from the city manager and after paying a twenty dollar (\$20.00) administrative fee, apply in writing to the city council for review of the denial.

(Ordinance 2021-19 adopted 11/2/21)

## ARTICLE A7.000 PARKS AND RECREATION FEES

### Sec. A7.001 Rental of park facilities

(a) The following fees shall be charged for rental of the following city park facilities:

|                                                         | <u>Resident Fee</u>                                    | <u>Nonresident Fee</u>     |
|---------------------------------------------------------|--------------------------------------------------------|----------------------------|
| (1) <u>Gazebo</u> (per hour)                            | <del>\$20.00</del> \$25.00                             | <del>\$25.00</del> \$30.00 |
| (2) <u>Pavilion</u> (per hour)                          | <del>\$20.00</del> \$25.00                             | <del>\$25.00</del> \$30.00 |
| (3) <u>Bounce house</u> (Central Park, Ash Creek Park): | <del>\$25.00 in addition to pavilion rental.</del>     |                            |
| (4) <u>Central Park Amphitheater</u> :                  | Rental includes the amphitheater stage and grass area. |                            |

Rentals are commonly used by individuals for weddings, birthday parties, concerts, exercise classes and other special events.

~~(A) — Rental fee\*:~~

|                                    | <u>Fee</u>                    | <u>Deposit</u>      |
|------------------------------------|-------------------------------|---------------------|
| (i) <del>Class A:</del> Category A |                               |                     |
| a. Resident (per hour)             | <del>\$20.00</del><br>\$25.00 | <del>\$300.00</del> |

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|       |    |                                |                                            |                              |
|-------|----|--------------------------------|--------------------------------------------|------------------------------|
|       | b. | Nonresident (per hour)         | \$30.00                                    | <del>\$300.00</del>          |
| (ii)  |    | <del>Class B: Category B</del> |                                            |                              |
|       | a. | Weekday (all day)              | <del>\$250.00</del><br><del>\$200.00</del> | <del>\$300.00</del> \$100.00 |
|       | b. | Weekend (all day)              | <del>\$350.00</del><br><del>\$240.00</del> | <del>\$300.00</del> \$100.00 |
| (iii) |    | <del>Class C:</del>            |                                            |                              |
|       | a. | <del>Weekday (all day)</del>   | <del>\$350.00</del>                        | <del>\$300.00</del>          |
|       | b. | <del>Weekend (all day)</del>   | <del>\$450.00</del>                        | <del>\$300.00</del>          |

~~(B) Monitor required. Paid directly in addition to rental fee.~~

~~(i) Class A and B: Not required.~~

~~(ii) Class C: \$10.50/hour.~~

\*Amphitheater user categories: See [section 1.09.047](#) of the Code of Ordinances.

|      |                                                 |                               |
|------|-------------------------------------------------|-------------------------------|
| (5)  | <u>Central Park Volleyball court</u> (per hour) | <del>\$14.00</del><br>\$10.00 |
| (6)  | <u>Basketball</u> (per hour)                    | <del>\$14.00</del>            |
| (7)  | <u>Skate park</u> (per hour)                    | <del>\$50.00</del>            |
| (86) | <u>Shady Grove Tennis court</u> (per hour)      | \$10.00                       |
| (9)  | <u>Baseball field</u> (per hour)                | <del>\$10.00</del>            |

~~(10) Disc golf (4-hour block): \$60.00.~~

~~(11 7)~~ Shady Grove ballfields (rental):

(A) Without lights (per hour): ~~\$15.00.~~(\$25.00)

(B) With lights (per hour): ~~\$25.00.~~(\$35.00)

~~(12 8)~~ City sponsored softball league (per team): (new league fees effective Spring 2026)

League \$360.00 10 games +  
playoffs

|                                 | <u>Fee</u> | <u>Games</u> |
|---------------------------------|------------|--------------|
| (A) <del>Recreation men's</del> | \$350.00   | 10           |

## Exhibit "A"

|                |                                  |                     |                                |
|----------------|----------------------------------|---------------------|--------------------------------|
| <del>(B)</del> | <del>Men's church</del>          | <del>\$350.00</del> | <del>10</del>                  |
| <del>(C)</del> | <del>Women's recreation</del>    | <del>\$350.00</del> | <del>10</del>                  |
| <del>(D)</del> | <del>Co-ed recreation</del>      | <del>\$350.00</del> | <del>10</del>                  |
| <del>(E)</del> | <del>Co-ed church</del>          | <del>\$350.00</del> | <del>10</del>                  |
| <del>(F)</del> | <del>Tournament (per team)</del> | <del>\$170.00</del> | <del>—Double elimination</del> |

~~(13 9)~~ Private tournament fees (Shady Grove ballfields):

- ~~(A)~~ One (1) field: ~~\$300.00~~ 400.00
- ~~(B)~~ Additional field: \$50.00.
- ~~(C)~~ Lights an additional ~~\$25.00~~ 35.00 per hour per field.
- ~~(D)~~ Deposit: ~~\$100.00~~.
- ~~(E)~~ Field attendant (onsite): ~~\$200.00~~.

~~(14)~~ Ash Creek B.J. Clark Building, 601 SE Parkway:

|                                       | <u>Resident</u>     | <u>Nonresident</u>  |
|---------------------------------------|---------------------|---------------------|
| <del>(A)</del> Rental fee (per hour): |                     |                     |
| <del>(i)</del> Monday-Friday          | <del>\$18.00</del>  | <del>\$29.00</del>  |
| <del>(ii)</del> Saturday-Sunday       | <del>\$27.00</del>  | <del>\$43.00</del>  |
| <del>(B)</del> Security deposit:      |                     |                     |
| <del>(i)</del> Non-alcohol            | <del>\$100.00</del> | <del>\$300.00</del> |
| <del>(ii)</del> Alcohol               | <del>\$200.00</del> | <del>\$400.00</del> |

~~(15)~~ Ash Creek B.J. Clark Annex, 603 SE Parkway:

|                                       | <u>Resident</u>     | <u>Nonresident</u>  |
|---------------------------------------|---------------------|---------------------|
| <del>(A)</del> Rental fee (per hour): |                     |                     |
| <del>(i)</del> Monday-Friday          | <del>\$12.00</del>  | <del>\$23.00</del>  |
| <del>(ii)</del> Saturday-Sunday       | <del>\$18.00</del>  | <del>\$34.00</del>  |
| <del>(B)</del> Security deposit:      | <del>\$100.00</del> | <del>\$300.00</del> |

~~(16)~~ Ash Creek Emanuel Building, 605 SE Parkway:

|                                       | <u>Resident</u>     | <u>Nonresident</u>  |
|---------------------------------------|---------------------|---------------------|
| <del>(A)</del> Rental fee (per hour): |                     |                     |
| <del>(i)</del> Monday-Friday          | <del>\$16.00</del>  | <del>\$24.00</del>  |
| <del>(ii)</del> Saturday-Sunday       | <del>\$27.00</del>  | <del>\$40.00</del>  |
| <del>(B)</del> Security deposit:      |                     |                     |
| <del>(i)</del> Non-alcohol            | <del>\$100.00</del> | <del>\$300.00</del> |
| <del>(ii)</del> Alcohol               | <del>\$200.00</del> | <del>\$400.00</del> |

~~(17)~~ Community building rental extension fee:

## Exhibit "A"

~~(A) — After more than fifteen minutes of expiration, the city will retain \$30.00 per every fifteen minutes until the renter surrenders possession of the facility. This amount will be deducted from the renter's security deposit.~~

~~(Ordinance 2014-02 adopted 2/4/14; Ordinance adopting Code)~~

~~(B) — If the renter cancels the event six (6) weeks or less before the event, the city will deduct a \$50.00 cancellation fee from the security deposit.~~

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

### **Sec. A7.002 Youth sports association fees**

(a) Facility league usage fee: ~~\$7.50~~ 8.00 per participant per season.

~~(b) — Tournament usage fees:~~

~~(1) — One field rental: \$150.00 per day.~~

~~(2) — Additional field: \$20.00 per day.~~

~~(3) — Lights: \$13.00 per hour per field per night.~~

~~(4) — Deposit: \$100.00.~~

~~(Ordinance 2014-01 adopted 1/7/14)~~

# Exhibit "A"

## ARTICLE A8.000 GOLF FEES

| Course Rate                                            | Monday-Thursday             | Friday                      | Saturday, Sunday, & Holidays |
|--------------------------------------------------------|-----------------------------|-----------------------------|------------------------------|
| Open-12:00 pm                                          | <del>\$47</del> <b>\$50</b> | <del>\$52</del> <b>\$57</b> | <del>\$59</del> <b>\$68</b>  |
| 12:01pm-3:00pm                                         | <del>\$39</del> <b>\$44</b> | <del>\$45</del> <b>\$48</b> | <del>\$53</del> <b>\$61</b>  |
| Twilight-After 3:00pm                                  | <del>\$32</del> <b>\$40</b> | <del>\$35</del> <b>\$43</b> | <del>\$38</del> <b>\$46</b>  |
| Senior (60+), Military or Student (13-22 W/College ID) | <del>\$40</del> <b>\$43</b> | <del>\$45</del> <b>\$48</b> | <del>\$53</del> <b>\$61</b>  |
| City of Azle Resident                                  | <del>\$40</del> <b>\$43</b> | <del>\$45</del> <b>\$48</b> | <del>\$53</del> <b>\$61</b>  |
| Junior (12 Years Old and Under)                        | \$30                        | \$30                        | \$30                         |
| Replay                                                 | <del>\$16</del> <b>\$22</b> | <del>\$16</del> <b>\$22</b> | <del>\$16</del> <b>\$22</b>  |
| Open Seat Rider Fee                                    | <del>\$16</del> <b>\$22</b> | <del>\$16</del> <b>\$22</b> | <del>\$16</del> <b>\$22</b>  |
| Spectator Cart                                         | \$35                        | \$35                        | \$35                         |
| Driving Range Token (approx. 40 balls)                 | <del>\$5</del> <b>\$7</b>   | <del>\$5</del> <b>\$7</b>   | <del>\$5</del> <b>\$7</b>    |
| <del>Medium (Approx. 70 balls)</del>                   | <del>\$8</del>              | <del>\$8</del>              | <del>\$8</del>               |
| <del>Large (Approx. 105 balls)</del>                   | <del>\$12</del>             | <del>\$12</del>             | <del>\$12</del>              |

**Sec A8.001** The par-72, 18 hole tract winds its way through the hilly, wooded land next to Ash Creek in the "Cross Timbers" area of north Texas.