



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

May 7, 2024

6:00 PM

Council Chambers

Pursuant to Section 551.071 of the Texas Government Code, the Council may convene into Executive Session(s) from time to time as deemed necessary during the meeting for any posted agenda item and may receive advice from its attorney as permitted by law.

CALL TO ORDER

INVOCATION

The City of Azle is accepting volunteers from all Religions and Denominations to provide the invocation at the beginning of the City Council meeting. If you are interested in giving the invocation at a future meeting, please call the city secretary's office at 817-444-7101 or email: yforgey@cityofazle.org

Creighton Morris, Discipleship Pastor - First Baptist Church Lakeside.

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. Proclamations:
 - Public Service Recognition Week: May 7-13
 - Peace Officer Memorial Day - May 15 and National Police Week: May 15-21
 - National Public Works Week: May 19-25
 - Emergency Medical Services Week: May 19-25

Alan Brundrett, Mayor

ACTION ITEMS

2. Consider any action on the April 16, 2024 regular council meeting minutes.
Yael Hoffman, City Secretary
3. Consider any action on the request by the Azle Area Ministerial Alliance to utilize Central Park; a fire truck; a waiver of the fees charged for Fire Department personnel and equipment; a waiver of fees for the rental of the Pavilion and Amphitheater; approving a Council Variance allowing the issuance of a fireworks permit and a waiver of the fireworks permit fee contingent on all requirements being met for the "Follow the Flag" event on July 4, 2024.
Tom Muir, City Manager
4. Consider any action awarding the bid for Process Chemicals - polymer blend solution for the Wastewater Treatment Plant (Bid No. 2024-005R)
Jennifer Walls, Purchasing Agent

5. Consider a variance request to Section 7.16 (I) of the City of Azle Code of Ordinances to allow for a reduction to the minimum driveway spacing requirements. The subject property is located at 807 Kimbrough Road which is located on the north side of Kimbrough Road and east of Stribling Drive.

David Hawkins, Director of Planning and Development

6. Consider a variance request to Section 7.16 (I) of the City of Azle Code of Ordinances to allow for a reduction to the minimum driveway spacing requirements. The subject properties are located at 500 and 700 Kimbrough Road which is located on the east and south sides of Kimbrough Road and west of Stribling Drive.

David Hawkins, Director of Planning and Development

7. Consider any action approving the Façade and Signage Improvement Program application for Froz-Zone at 128 Park Place.

David Hawkins, Director of Planning and Development

8. Consider any action approving the Façade and Signage Improvement Program application for 2HM Investments at 233 W. Main St.

David Hawkins, Director of Planning and Development

9. Consider any action authorizing the City Manager to execute a services contract with Ideal Impact, Inc. for equipment to reduce energy usage of HVAC systems

Tom Muir, City Manager

10. Consider any action authorizing the City Manager to execute a payment plan agreement with Ideal Impact, Inc. for equipment to reduce energy usage of HVAC systems

Tom Muir, City Manager

DISCUSSION ITEMS

11. Cross Timbers Golf Course - Winterkill

Matthew Sommerfield, Golf Course General Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

EXECUTIVE SESSION

• 551.087 – DELIBERATION REGARDING ECONOMIC NEGOTIATIONS

Discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations for property located at 1000 Boyd Rd.

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 05-03-2024, at the City's official bulletin board and is readily accessible to the public at all times in accordance with V.T.C.A. Chapter 551, Texas Government Code.



Yael S. Hoffman, TRMC, CMC
City Secretary

This facility is wheelchair accessible and handicapped parking spaces are available. Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in city functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight hours prior to the scheduled starting time by calling the City Secretary's Office at 817-444-7101. Complete City Council agenda packet is available for review at the City Secretary's Office and on our website www.cityofazle.org.



Presenter: Yael Hoffman, City Secretary

Agenda Item: Consider any action on the April 16, 2024 regular council meeting minutes.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. Minutes04-16-24



MINUTES Regular Meeting Azle City Council

505 W. Main Street
Azle, Texas 76020

April 16, 2024

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:05 PM

Members Present:

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

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Yael Forgey	City Secretary
Susie Hiles	Assistant to the City Manager
David Hawkins	Director of Planning and Development
Martin Avila	Finance Director
Kristen Pegues	Community and Marketing Specialist
Ben Hall	Police Chief
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Amber Watson	Utility Billing Manager
Kyle Culwell	Parks Superintendent

INVOCATION

Don Webster, pastor of Sandy Beach Road Baptist Church, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance.

PUBLIC PARTICIPATION

- Jim Kirk - 116 Westlake Woods Drive - addressed the Council on drainage issues on Lakeview Drive.
- Kenneth Bachelor - 432 Windjammer Lane - addressed the Council on Airbnb issues in the City.

PROCLAMATIONS

1. Proclamations:

- * **Sexual Assault Awareness Month**
- * **Child Abuse Prevention Month**

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

PRESENTATIONS

2. Delinquent Tax Collection Report

Mayor Brundrett recognized Andy Brink and Elizabeth Calvo with Perdue Brandon Fielder Collins & Mott LLP who presented a report on delinquent tax collections for the city of Azle.

3. Debt Presentation

Mayor Brundrett recognized Martin Avila, Finance Director, who explained the process of the debt issuance of 2024 Certificates of Obligation and the financing options.

ACTION ITEMS

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

Councilmember Rothenberger moved to approve the April 2, 2024 regular council meeting minutes as presented. Councilmember Peek seconded the motion.

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

5. Consider any action on Ordinance No. 2024-08 re-appointing the Municipal Court Judge and Associate Judge for two-year terms, effective May 1, 2024.

Mayor Brundrett convened to Executive Session at 7:19 PM regarding Section 551.074 - Personnel Matters

Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Municipal Judges.

Mayor Brundrett reconvened to open meeting at 7:51 PM.

Councilmember Rothenberger moved to approve Ordinance No. 2024-08 re-appointing the Municipal Court Judge and Associate Judge for two-year terms, effective May 1, 2024; and increasing the municipal judge's salary to \$50,000 per year. Mayor Pro Tem Goode seconded the motion.

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

6. Consider any action on Resolution No. 2024-07 agreeing to meet all match contribution requirements and committing \$22,500 in match contribution to affordable housing for all activities undertaken through the HOME Investment Partnership Program.

Mayor Brundrett introduced Susie Hiles, Assistant to the City Manager, who gave an overview of the HOME program.

Councilmember Estes moved to approve Resolution No. 2024-07 agreeing to meet all match contribution requirements and committing \$22,500 in match contribution to affordable housing for all activities undertaken through the HOME Investment Partnership Program, as presented. Councilmember Rothenberger seconded the motion.

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

DISCUSSION ITEMS

7. Short term rentals

This item was requested by Councilmember Estes. Council discussed pros and cons regarding short-term rentals and requested Staff to coordinate with the city attorney and bring this item back with guidelines for the operation of short-term rentals.

8. The FeedLot Food Truck Park

Staff provided an update on The FeedLot since the grand opening. City Manager Tom Muir mentioned the city is in the process of hiring a part-time employee to oversee the operation of the food truck park. Staff also requested guidance from Council regarding having the food truck park open on Friday's during Music in the Park in May/June. The decision was to have no live music and reduce the hours open to 5 - 8 PM on those Fridays. Also, have a banner advertising Music in the Park at The FeedLot. The Council commended Marketing and Communication Specialist Kristin Pegues on the excellent job she has done managing and operating the food truck park.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

No items were mentioned.

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

No items were mentioned.

EXECUTIVE SESSION

Mayor Brundrett convened to Executive Session at 8:55PM

551.087 – DELIBERATION REGARDING ECONOMIC NEGOTIATIONS

Discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations for 417 Northwest Parkway and 301 Roe St.

Mayor Brundrett reconvened to open meeting at 9:27PM

ADJOURNMENT

Mayor Brundrett adjourned at 9:27 PM.

Presented and approved on 05-07-2024

Alan Brundrett, Mayor

Yael Hoffman, TRMC, CMC
City Secretary



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action on the request by the Azle Area Ministerial Alliance to utilize Central Park; a fire truck; a waiver of the fees charged for Fire Department personnel and equipment; a waiver of fees for the rental of the Pavilion and Amphitheater; approving a Council Variance allowing the issuance of a fireworks permit and a waiver of the fireworks permit fee contingent on all requirements being met for the “Follow the Flag” event on July 4, 2024.

Background and Explanation:

The Azle Area Ministerial Alliance (AAMA) is holding the annual “Follow the Flag” event on July 4, 2024 at Central Park, which will include a fireworks display. To ensure safety, the AAMA is requesting a fire truck be present at the show and the City waive the standard fee usually charged. AAMA has secured insurance for the pyrotechnics that will be used for the July 4th event and has secured permission from the property owner at 405 W. Main Street to conduct a fireworks display.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Request for Agenda Item.
2. Jerry Cotten Letter 2024
3. Certificate of Insurance.
4. SITE MAP (1) (1)

REQUEST TO PLACE AN ITEM ON THE CITY COUNCIL AGENDA

Requests must be submitted to the office of the City Secretary at least six (6) business days by 5:00 p.m. prior to the City Council meeting for which the request is being made, and your request must include all relevant information concerning the matter.

Requested Agenda Date: May 07, 2024

Name: Alton Davis (Azle Area Ministerial Alliance) Contact No.: 817 — 521-4510
173 W. Main Street Suite 6 Azle, Texas 76020. Mailing Address: P.O. Box 275 Azle, Texas 76020.

Are you a resident or business owner in Azle? YES: _____

Subject to be discussed including the following:

- Background: Azle Area Ministerial Alliance (Follow The Flag) request a variance allowing fireworks inside the city limits under compliance for required insurance, licensing, permits, etc. (variance form attached)
- Intended Goal (Policy Change? Outcome?): Azle Area Ministerial Alliance request a waiver of fees for permits, fire and police personnel and equipment in addition to the wavier of fees associated with use of Central Park pavilion and amphitheater.
- Resolution Efforts (Who have you spoken with in the city to try and resolve your issue): N/A

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

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

City Secretary Office
City of Azle
505 W. Main St.
Azle, TX 76020

Jerry Cotten
405 W. Main Street
Azle, Texas 76020

February 15, 2024

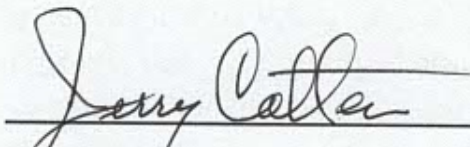
Mr. Tom Muir, City Manager

505 Main Street
Azle, Texas 76020

Please be advised that I hereby give my permission for the use of my land located at 405 W. Main Street in Azle for the purpose of fireworks display for "Follow The Flag" on July 04, 2024. The annual event, sponsored by the Azle Area Ministerial Alliance will be held at the city's Central Park, but my land will be used for the purpose of setting off the fireworks display.

As landowner I understand and agree that I will be held harmless and will not be held liable for any injuries or accidents on my property during, before, or after this event that may be in any way related to, or part of, the "Follow The Flag" Fourth of July event.

Sincerely,



Jerry Cotten



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Pyro Shows of Texas, Inc. PO Box 1776 115 North 1st Street La Follette TN 37766	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. INSURER B: Everest Denali Insurance Company INSURER C: Arch Speciality Ins Co INSURER D: TEXAS MUT INS CO INSURER E: INSURER F:
	NAIC # 10851 21199 22945

COVERAGES**CERTIFICATE NUMBER:** 977894127**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML01929-231	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00004-231	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			UXP1034375-04	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	0002003572 (TX)	2/2/2024	2/2/2025	☒ WC STATU-TORY LIMITS ☒ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Excess Liability #2			SI8EX01662-231	11/1/2023	11/1/2024	Each Occ/ Aggregate Total Limits 5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: July 4, 2024

ADDITIONAL INSURED: Azle Area Ministerial Alliance; City of Azle, Texas

CERTIFICATE HOLDER**CANCELLATION**Azle Ministerial Alliance
P.O. Box 275
Azle TX 76098

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Presenter: Jennifer Walls, Purchasing Agent

Agenda Item: Consider any action awarding the bid for Process Chemicals - polymer blend solution for the Wastewater Treatment Plant (Bid No. 2024-005R)

Background and Explanation:

On April 18, 2024, sealed bids were opened and read aloud for the City's annual requirement of polymer blend C-6266 used at the Wastewater Treatment Plant. Three (3) different chemicals are used to maintain consistent water quality at the Wastewater Plant, with polymer being one of them. Approximately 16,200 wet pounds will be needed for the next year. The other chemicals were awarded on March 19, 2024, with the Polymer Blend needing to be rebid due to no bids being received.

One (1) sole bid was received from Polydyne Inc in the amount of \$1.74/wet pound for a total estimated cost of \$28,188, which is the same price the City currently pays. All bids were evaluated by the Wastewater Department and Purchasing Department Staff, who determined the City received a qualifying bid for the chemical.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends awarding Bid No. 2024-005R to Polydyne Inc. for the polymer blend solution for the Wastewater Treatment Plant.

Attachments:

None



Presenter:	David Hawkins, Director of Planning and Development
Agenda Item:	Consider a variance request to Section 7.16 (I) of the City of Azle Code of Ordinances to allow for a reduction to the minimum driveway spacing requirements. The subject property is located at 807 Kimbrough Road which is located on the north side of Kimbrough Road and east of Stribling Drive.

Background and Explanation:

The owner of 807 Kimbrough Road is requesting a variance to Section 7.16 (I) that requires a minimum driveway spacing of 300' for new residential driveways on collector streets. This section states:

"Where a subdivision is platted so that residential lots are adjacent to a collector street, private residential driveways shall be prohibited to connect to collector streets except where a concrete surface has been provided for maneuvering so as not to require backing onto the collector street, and driveways shall not be closer than three hundred (300) feet from centerline of driveway to centerline of driveway.

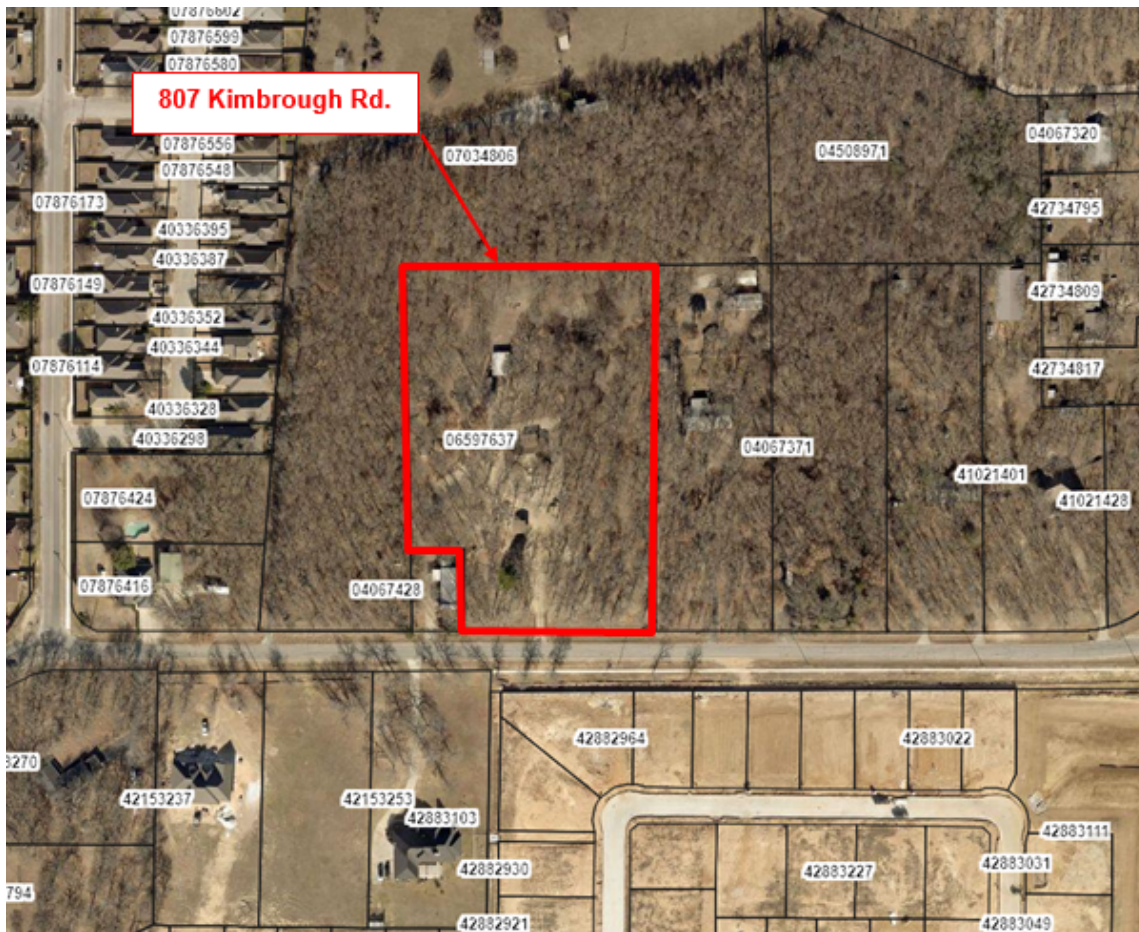
Exception: For undeveloped lots existing as of the effective date of this ordinance, the minimum driveway separation may be reduced to one hundred feet from centerline of driveway to centerline of driveway. If the lot is subdivided at any time following the effective date of this ordinance the minimum driveway separation shall be three hundred (300) feet from centerline of driveway to centerline of driveway."

The purpose of Section 7.16 (I) was to reduce the number of residential driveways onto collectors streets that may have higher traffic volumes and be widened in the future. This ordinance was enacted by the City Council on September 18, 2018 by Ord. No. 2018-17. Kimbrough Road is currently classified as a Collector Street on the Azle Master Thoroughfare Plan.

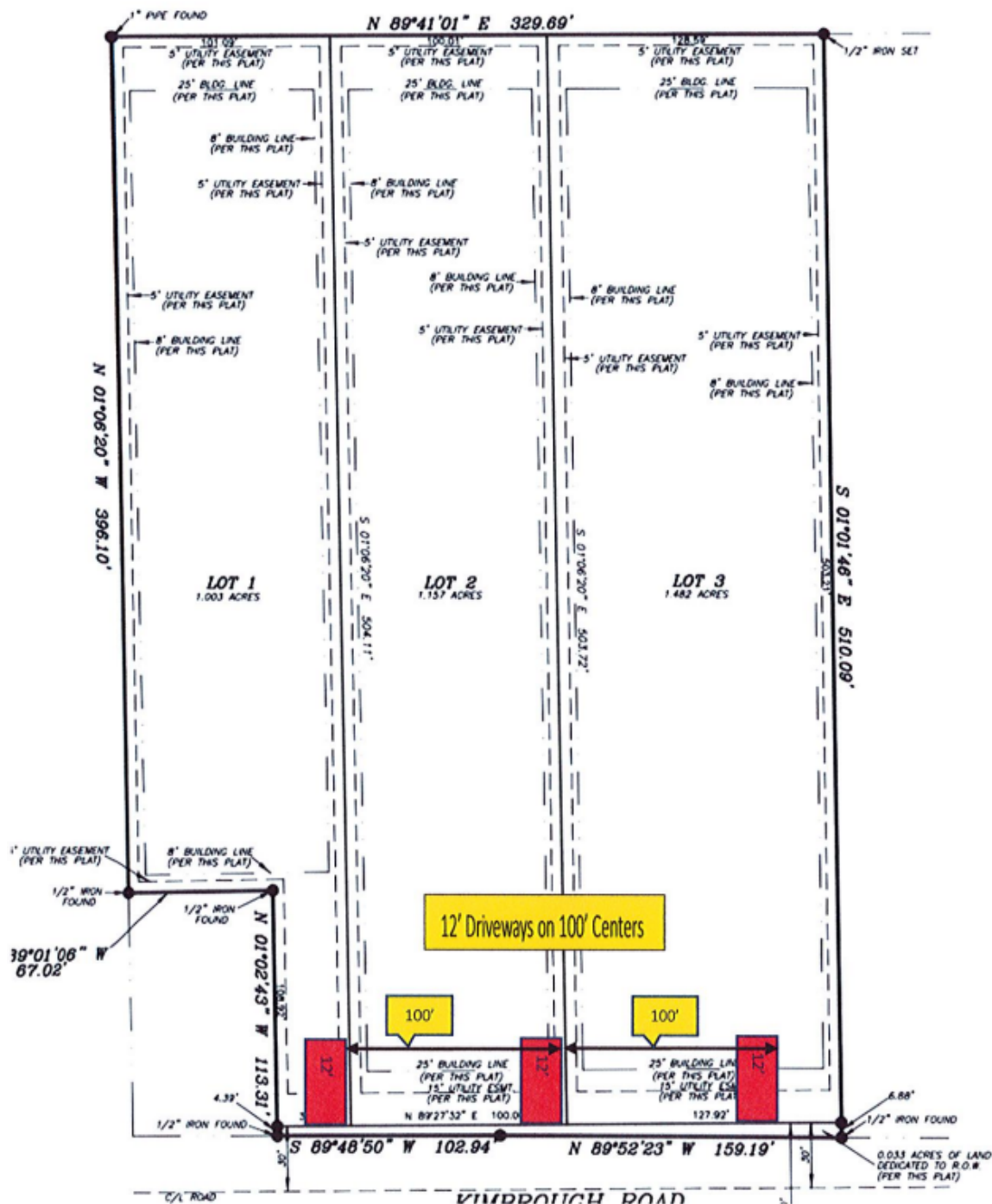
The applicant has submitted a plat application to the City to subdivide this property with an existing house into 3 residential lots, all fronting onto Kimbrough Road. The center lot (Lot 2) has the existing house with an existing driveway. In lieu of providing a shared access easement to have one single driveway to serve all 3 lots, the applicant is requesting to allow the 2 new residential lots (Lots 1 & 3) to have their own driveways onto Kimbrough Road.

Existing Condition of Property:

807 Kimbrough Road is located on the north side of Kimbrough Road and has an existing home and other secondary structures on the property. The property has approximately 3.7 acres.



Proposed Location of Driveways:



City Council Criteria for Granting a Variance:

Sec. 1.03.031 Authority to grant; conditions and requirements

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

- (1) The literal enforcement of the provision of the ordinance would result in an unnecessary and/or unreasonable hardship;
- (2) The special conditions are not the result of the applicant's actions, but are peculiar to the land, structure, or case involved;

- (3) *The variance is the minimum necessary;*
(4) *No variance may be granted which is denied to similarly situated requests.*
(c) *In granting the variance, the City Council may specify conditions and requirements that it deems appropriate. The City Council may withdraw any variance granted upon a finding that the applicant is in violation of the specified conditions and requirements.*

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

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

Attachments:

1. Hancock Place Driveway Variance Request - Letter & Exhibits
2. Hancock Place - Property Aerial

A variance is requested for the driveway spacing specified in the Subdivision Ordinance Section 7.16.I which requires driveway centerline separation of 300 feet when connecting to a collector street, Kimbrough Road, for the Hancock Place Addition. This request is to allow each lot to have its own individual driveway with 100 feet separation and not requiring a shared driveway. If this variance is granted, it will be stipulated on the plat and/or by deed restrictions to require that each lot will have a paved or concrete surface for maneuvering so as not to require backing onto the collector street. These restrictions would further stipulate that any new house would have a rear entry or side entry garage, circular driveways and/or driveways with turnaround provisions. The City of Azle would have the authority to verify these provisions are met with any new building permits on each lot.

The points that should be considered by the City Council for this variance are as follows:

1. These proposed new one acre plus lots 1, 2, and 3 are 510' in depth. The depth of these lots will allow for any new home to be built 200 plus feet from Kimbrough Road. The existing house on Lot 2 is 218' from Kimbrough Road. At these distances, it is not desirable to back onto Kimbrough Road.
2. The existing house at 807 Kimbrough Road on Lot 2 currently has a driveway with a turnaround.
3. If the impact of adding two additional driveways/dwellings on Kimbrough Road is considered, see below. This analysis shows that the impact on Kimbrough Road is an increase of 1.02% for 2022 and 0.77% for 2032 when using the data from the City of Azle's 2022 Roadway System Impact Fee Study. If the impact is considered on the streets in the immediate area, the impact is an increase of 0.16% for 2022 and 0.14% for 2032. Therefore, the addition of two driveways will have negligible impact or an increase of less than 0.16%.

City of Azle, City Council – Hancock Place Addition Variance Request

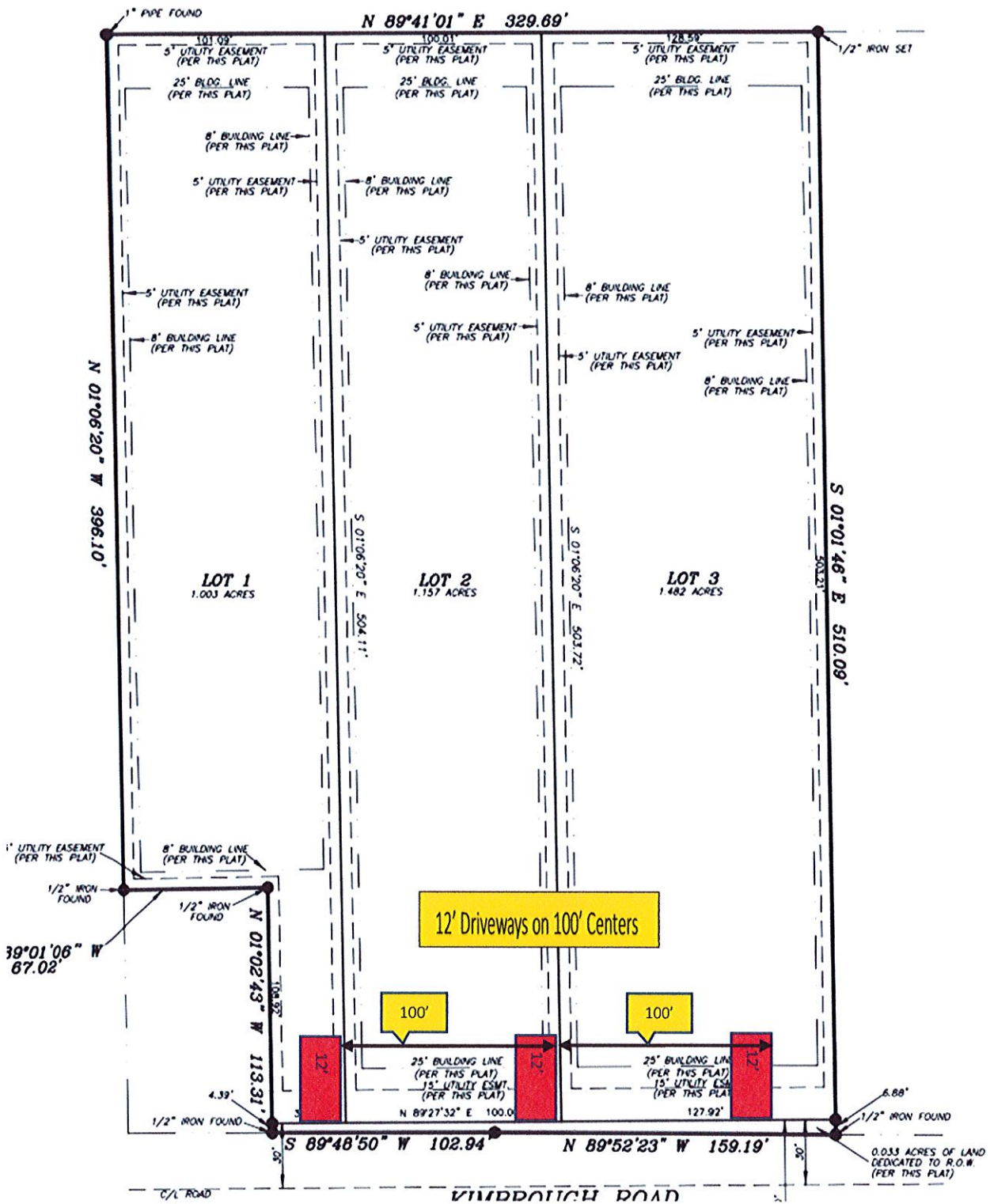
2022 Roadway System Impact Fee Study.

Dwelling Unit Analysis

	2022	2032	Gain	2022	2032
Impact on Kimbrough with added units				Plus 2	Plus 2
Stribling	236	274	38		
Dunaway	276	341	65		
North Ash	450	450	0		
Kimbrough	197	259	62	1.02%	0.77%
Harbor Dr	66	66	0		
Total	1225	1390	127	0.16%	0.14%

4. By not granting this variance, it will require a shared driveway to be installed for access to lots 1, 2, and 3 which is not desirable.
 - a. A shared driveway will not impact the number of vehicles entering or exiting Kimbrough Road.
 - b. The driveway restrictions previously mentioned will provide vehicles the means to turnaround before entering Kimbrough Road and discourage vehicles from backing onto Kimbrough Road.
 - c. A shared driveway will subject the three lot owners to an additional homeowner's expense burden associated with maintaining a shared driveway.
 - d. A shared driveway will subject the homeowners to annoying car headlights in the night time hours.
 - e. A shared driveway will make the two lots less desirable from a marketing standpoint and decrease their value.
 - f. A shared driveway will require additional trees to be removed as opposed to individual driveways. This is not desirable since the City of Azle desires to preserve existing trees.

Lloyd B. Hancock
4/25/2024





Hancock Place Existing Driveway Spacing



Dimensions are approximate.



Hancock Place Proposed Driveway Spacing



Dimensions are approximate.

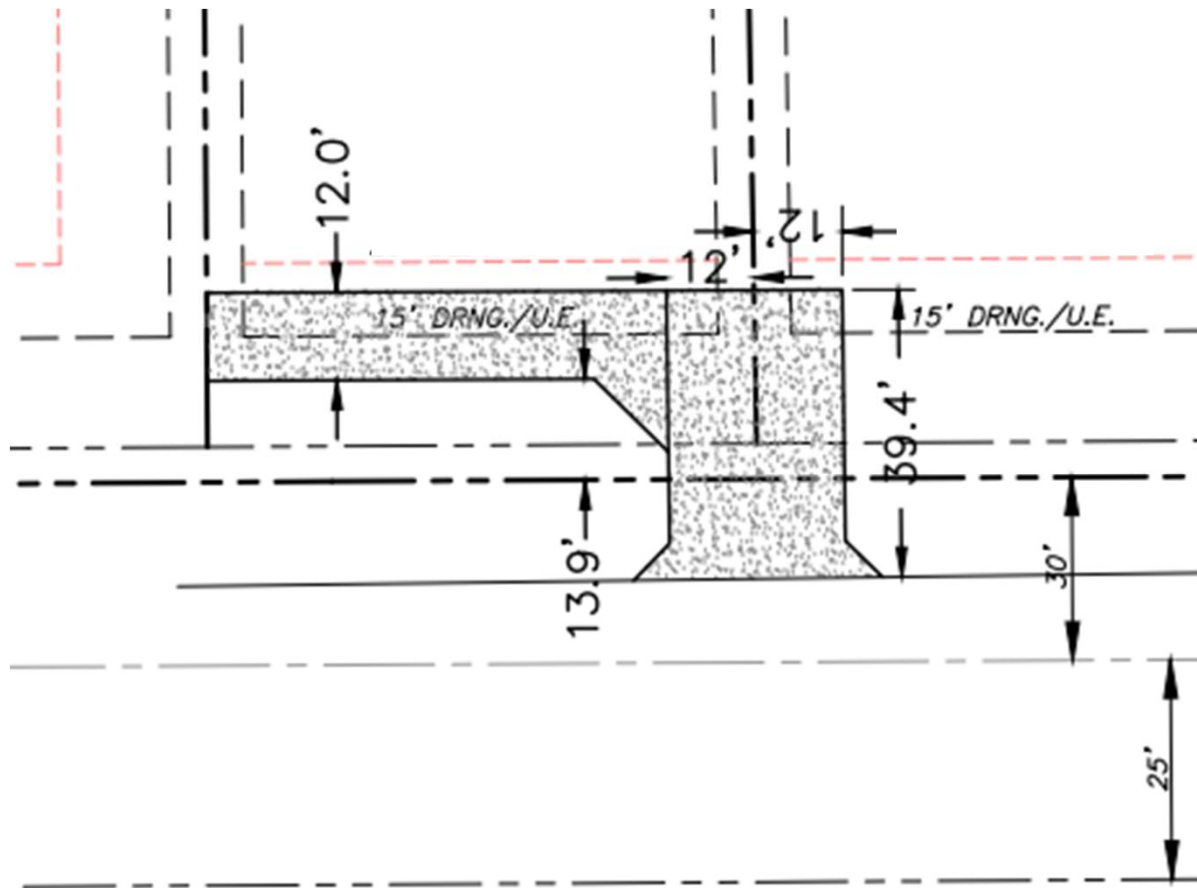


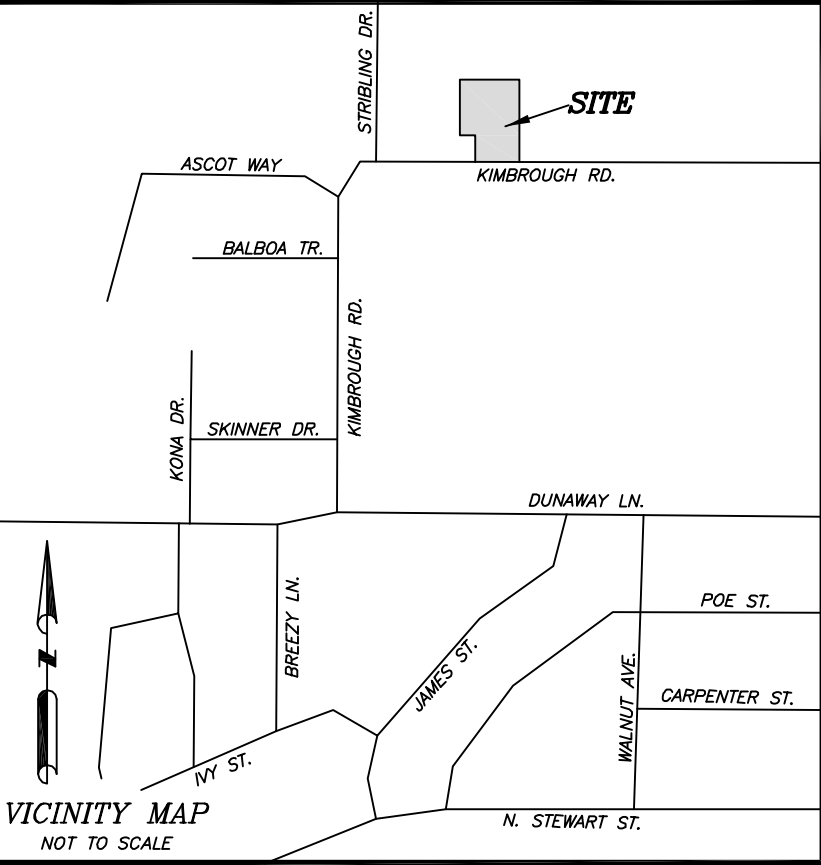
Hancock Place Shared Driveway Spacing



Dimensions are approximate.

Typical Shared Driveway





SURVEYOR IS NOT RESPONSIBLE FOR LOCATIONS OF UNDERGROUND UTILITIES. CONTACT 811 FOR LOCATIONS OF ALL UNDERGROUND UTILITIES/GAS LINES BEFORE DIGGING, TRENCHING, EXCAVATING OR BUILDING.

ACCORDING TO THE F.I.R. MAP, PANEL NO. 48493C0020-K, DATED SEPTEMBER 25, 2009, SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD.

BEARINGS SHOWN HEREON ARE BASED ON G.P.S. OBSERVATIONS. STATE PLANE COORDINATES SYSTEM NAD 83, TEXAS NORTH CENTRAL 4202. (GROUND)

SUBJECT PROPERTY IS ZONE E-3.



STATE OF TEXAS }
COUNTY OF TARRANT }

WHEREAS Loyd B. Hancock, Trustee of the Loyd B. Hancock and Shirley D. Hancock Family Trust, being the owner of that certain tract of land more particularly described as follows:

Description for a tract of land situated in the M.E.P.&P. R.R. CO. SURVEY, Abstract No. 1142, Tarrant County, Texas, said tract being all of that certain tract of land described in deed to Loyd B. Hancock, Trustee of the Loyd B. Hancock and Shirley D. Hancock Family Trust, recorded in Clerks File No. D223224357, Deed Records, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron found in the North line of Kimbrough Road, said iron being for the most Southerly Southwest corner of said Clerks File No. D223224357 and the Southeast corner of that certain tract of land described in deed to William David Dunaway, recorded in Volume 15073, Page 279, Deed Records, Tarrant County, Texas;

thence N 01°02'43" W, with the most Southerly West line of said Clerks File No. D223224357 and with the East line of said Volume 15073, Page 279, a distance of 113.31 feet to a 1/2" iron found at an ell corner of said Clerks File No. D223224357 and for the Northeast corner of said Volume 15073, Page 279;

thence S 89°01'06" W, with the most Westerly South line of said Clerks File No. D223224357 and with the North line of said Volume 15073, Page 279, a distance of 67.02 feet to a 1/2" iron found at the most Westerly Southwest corner of said Clerks File No. D223224357 and for the Northwest corner of said Volume 15073, Page 279 and being in an East line of that certain tract of land described in deed to William David Dunaway, recorded in Volume 8123, Page 166, Deed Records, Tarrant County, Texas;

thence N 01°06'20" W, with the West line of said Clerks File No. D223224357 and said Volume 8123, Page 166, a distance of 396.10 feet to a 1" pipe found at the Northwest corner of said Clerks File No. D223224357 and being for an ell corner of said Volume 8123, Page 166;

thence N 89°41'01" E, with the North line of said Clerks File No. D223224357 and with a South line of said Volume 8123, Page 166, a distance of 329.69 feet to a 1/2" iron set at the Northeast corner of said Clerks File No. D223224357 and being for the Northwest corner of that certain tract of land described in deed to William David Dunaway, recorded in Volume 1904, Page 514, Deed Records, Tarrant County, Texas;

thence S 01°01'46" E, with the East line of said Clerks File No. D223224357 and with the West line of said Volume 1904, Page 514, a distance of 510.09 feet to a 1/2" iron found in the North line of said Kimbrough Road and being for the Southeast corner of said Clerks File No. D223224357 and for the Southwest corner of said Volume 1904, Page 514;

thence N 89°52'23" W, with the North line of said Kimbrough Road, a distance of 159.19 feet to a point;

thence S 89°48'50" W, with the North line of said Kimbrough Road, a distance of 102.94 feet to the POINT OF BEGINNING and containing 3.675 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS Loyd B. Hancock, Trustee of the Loyd B. Hancock and Shirley D. Hancock Family Trust, acting by and thru its duly authorized agent does hereby adopt this plat designating the hereinabove described real property as.....

Lot 1-3
HANCOCK PLACE
City of Azle, Tarrant County, Texas.

and does hereby dedicate to the Public's use forever, the streets and easements shown hereon.

Executed this the _____ day of _____, _____.

Loyd B. Hancock

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared Loyd B. Hancock, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, _____.

Notary Public State of Texas

City of Azle

Approved on _____ day of _____, 2024.

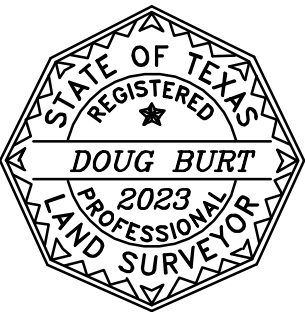
Assistant City Manager

Secretary

SCALE 1"= 50'

HORIZON LAND SURVEYING

P.O. Box 1935
Azle, Texas 76098
817-584-9027
horizonlandsv@gmail.com
FIRM NO. 10194616



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

DOUG BURT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2023
FEBRUARY 01, 2024

OWNER/DEVELOPER
LOYD B. HANCOCK, TRUSTEE OF
THE LOYD B. HANCOCK AND
SHIRLEY D. HANCOCK FAMILY TRUST
1909 SPINNAKER LANE
AZLE, TEXAS 76020

**Final Plat Showing
Lots 1-3,
HANCOCK PLACE**
an addition to the City of Azle, Tarrant County, Texas and
being 3.675 acres of land situated in the
M.E.P. & P. R.R. CO. SURVEY, Abstract No. 1142,
Tarrant County, Texas.



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider a variance request to Section 7.16 (I) of the City of Azle Code of Ordinances to allow for a reduction to the minimum driveway spacing requirements. The subject properties are located at 500 and 700 Kimbrough Road which is located on the east and south sides of Kimbrough Road and west of Stribling Drive.

Background and Explanation:

The owner of 500 and 700 Kimbrough Road is requesting a variance to Section 7.16 (I) that requires a minimum driveway spacing of 300' for new residential driveways on collector streets. This section states:

"Where a subdivision is platted so that residential lots are adjacent to a collector street, private residential driveways shall be prohibited to connect to collector streets except where a concrete surface has been provided for maneuvering so as not to require backing onto the collector street, and driveways shall not be closer than three hundred (300) feet from centerline of driveway to centerline of driveway.

Exception: For undeveloped lots existing as of the effective date of this ordinance, the minimum driveway separation may be reduced to one hundred feet from centerline of driveway to centerline of driveway. If the lot is subdivided at any time following the effective date of this ordinance the minimum driveway separation shall be three hundred (300) feet from centerline of driveway to centerline of driveway."

The purpose of Section 7.16 (I) was to reduce the number of residential driveways onto collectors streets that may have higher traffic volumes and be widened in the future. This ordinance was enacted by the City Council on September 18, 2018 by Ord. No. 2018-17. Kimbrough Road is currently classified as a Collector Street on the Azle Master Thoroughfare Plan.

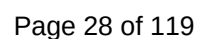
The applicant has submitted a plat application to the City to subdivide these 2 properties into 4 residential lots, all fronting onto Kimbrough Road. The northernmost lot (Lot 1R4) has an existing house with an existing driveway. In lieu of providing a shared access easement to have one single driveway to serve the other 3 new lots (Lots 1R1, 1R2, & 1R3), the applicant is requesting to allow the 3 new residential lots to have their own driveways onto Kimbrough Road.

Existing Condition of Property:

500 and 700 Kimbrough Road are located on the east and south sides of Kimbrough Road, south of the Stribling Drive intersection. The 700 Kimbrough Rd. property has an existing home and the other property is currently undeveloped. The total acreage of all properties is approximately 2.4 acres.



David Place Driveway Spacing



City Council Criteria for Granting a Variance:

Sec. 1.03.031 Authority to grant; conditions and requirements

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

(1) The literal enforcement of the provision of the ordinance would result in an unnecessary and/or unreasonable hardship;

(2) The special conditions are not the result of the applicant's actions, but are peculiar to the land, structure, or case involved;

(3) The variance is the minimum necessary;

(4) No variance may be granted which is denied to similarly situated requests.

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

Board/Commission/Committee Recommendation:

N/A

Staff Recommendation:

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

Attachments:

1. David Place - Driveway Variance Request Letter & Exhibits
2. David Place - Property Aerial

A variance is requested for the driveway spacing specified in the Subdivision Ordinance Section 7.16.I which requires driveway centerline separation of 300 feet when connecting to a collector street, Kimbrough Road, for the David Place Addition. This request is to allow each lot to have its own individual driveway with 100 feet separation and not requiring a shared driveway. If this variance is granted, it will be stipulated on the plat and/or by deed restrictions to require that each lot will have a paved or concrete surface for maneuvering so as not to require backing onto the collector street. These restrictions would further stipulate that any new house would have a rear entry or side entry garage, circular driveways and/or driveways with turnaround provisions. The City of Azle would have the authority to verify these provisions are met with any new building permits on each lot.

The points that should be considered by the City Council for this variance are as follows:

1. The proposed new half-acre lots 1R1, 1R2, and 1R3 are 285', 285', and 169' in depth, respectively. The depth of these lots will allow for any new home to be built 80 to 140 feet from Kimbrough Road. At these distances, it is not desirable to back onto Kimbrough Road.
2. The existing house at 700 Kimbrough Road on Lot 1R4 currently has a paved driveway with a turnaround.
3. If the impact of adding three additional driveways/dwellings on Kimbrough Road is considered, see below. This analysis shows that the impact on Kimbrough Road is an increase of 1.52% for 2022 and 1.16% for 2032 when using the data from the City of Azle's 2022 Roadway System Impact Fee Study. If the impact is considered on the streets in the immediate area, the impact is an increase of 0.24% for 2022 and 0.22% for 2032. Therefore, the addition of three driveways will have negligible impact or an increase of less than 0.24%.

City of Azle, City Council – David Place Addition Variance Request

2022 Roadway System Impact Fee Study.

Dwelling Unit Analysis

	2022	2032	Gain	2022	2032
Impact on Kimbrough with added units				Plus 3	Plus 3
Stribling	236	274	38		
Dunaway	276	341	65		
North Ash	450	450	0		
Kimbrough	197	259	62	1.52%	1.16%
Harbor Dr	66	66	0		
Total	1225	1390	127	0.24%	0.22%

4. By not granting this variance, it will require a shared driveway to be installed for access to lots 1R1, 1R2, and 1R3 which is not desirable.
- A shared driveway will not impact the number of vehicles entering or exiting Kimbrough Road.
 - The driveway restrictions previously mentioned will provide vehicles the means to turnaround before entering Kimbrough Road and discourage vehicles from backing onto Kimbrough Road.
 - A shared driveway will subject the three lot owners to an additional homeowner's expense burden associated with maintaining a shared driveway.
 - A shared driveway will subject the homeowners to annoying car headlights in the night time hours.
 - A shared driveway will make the three lots less desirable from a marketing standpoint and decrease their value.
 - A shared driveway will require additional trees to be removed as opposed to individual driveways. This is not desirable since the City of Azle desires to preserve existing trees.

Floyd B. Hancock
4/25/2024

NORTH



David Place Existing Driveway Spacing



Dimensions are approximate.

David Place Proposed Driveway Spacing

NORTH

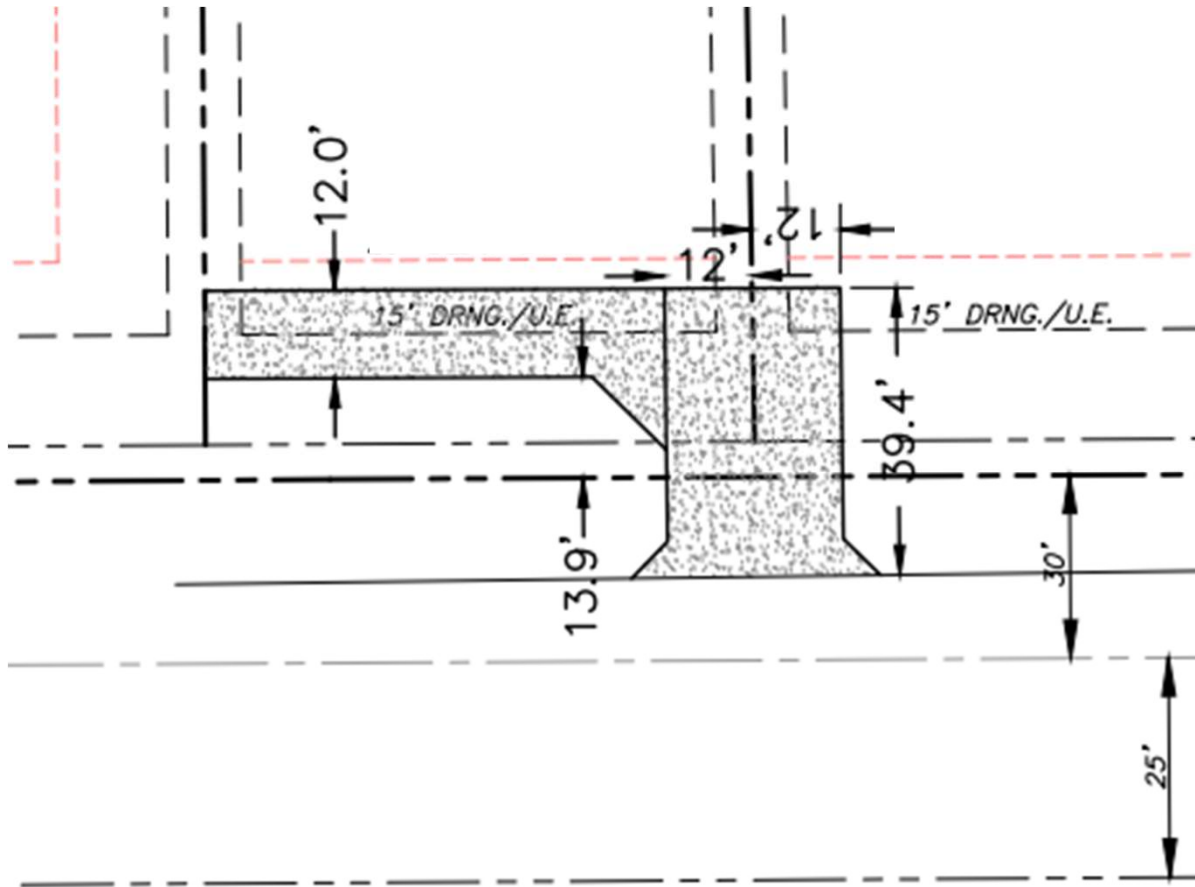


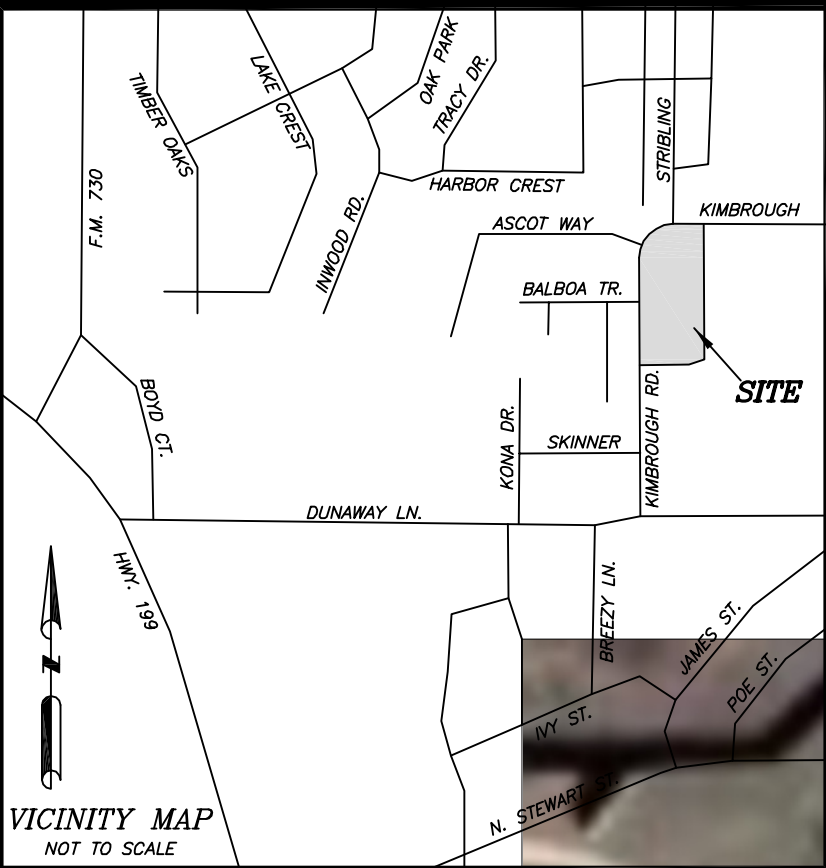
Dimensions are approximate.



Dimensions are approximate.

Typical Shared Driveway





STATE OF TEXAS }
COUNTY OF TARRANT }

WHEREAS Loyd B. Hancock, Trustee of the Loyd B. Hancock and Shirley D. Hancock Family Trust, being the owner of that certain tract of land more particularly described as follows:

Description for a tract of land situated in the M.E.P.&P. R.R. CO. SURVEY, Abstract No. 1142, Tarrant County, Texas, said tract being all of those certain tracts of land described in deed to Loyd B. Hancock, Trustee of the Loyd B. Hancock and Shirley D. Hancock Family Trust, recorded in Clerks File No. D222116519 and Clerks File No. D223148636, Deed Records, Tarrant County, Texas, and being all of Lot 1, Block B, Stone Eagle Addition, recorded in Clerks File No. D222146730, Plat Records, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at an axle found in the South line of Kimbrough Road and being the Northwest corner of Lot 1, Block 1, KIMBROUGH FARMS, an addition to the City of Azle, Tarrant County, Texas, according to the Plat recorded in Document No. D2133047507, Tarrant County, Texas and at the Northeast corner of said Clerks File No. D222116519;

thence S 00°07'22" W, with the West line of said Lot 1, Block 1, KIMBROUGH FARMS and with the East line of said Clerks File No. D222116519 and said Clerks File No. D223148636, a distance of 352.02 feet to a capped iron found at the Southwest corner of said Lot 1, Block 1, KIMBROUGH FARMS, and for the Southeast corner of said Lot 1, Block B, Stone Eagle Addition and being in the North line of Lot 5, Block B of said Stone Eagle Addition;

thence S 64°20'30" W, with the South line of said Lot 1, Block B and with the North line of said Lot 5, Block B of said Stone Eagle Addition, a distance of 55.75 to a capped iron found at the Northwest corner of said Lot 5, Block B and the Northeast corner of Lot 4, Block B of said Stone Eagle Addition;

thence S 89°35'46" W, with the South line of said Lot 1, Block B and with the North line of Lots 4, 3, & 2, Block B, of said Stone Eagle Addition, a distance of 239.95 to a capped iron found in the East line of said Kimbrough Road and being for the Southwest corner of said Lot 1, Block B and the Northwest corner of said Lot 2, Block B of said Stone Eagle Addition;

thence N 00°22'07" W, with the East line of said Kimbrough Road, a distance of 212.81 feet to a capped iron set at the beginning of a curve to the right whose radius is 166.00 feet;

thence with the East line of said Kimbrough Road and with said curve to the right, whose chord bears N 45°58'16" E, 236.76 feet and being an arc length of 263.60 feet to a capped iron found in the South line of said Kimbrough Road;

thence N 89°46'17" E, with the South line of said Kimbrough Road, a distance of 122.10 feet to the POINT OF BEGINNING and containing 2.37 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS Loyd B. Hancock, Trustee of the Loyd B. Hancock and Shirley D. Hancock Family Trust, acting by and thru its duly authorized agent does hereby adopt this plat designating the hereinabove described real property as.....

Lot 1R1, 1R2, 1R3 & 1R4, Block B
David Place
City of Azle, Tarrant County, Texas.

and does hereby dedicate to the Public's use forever, the streets and easements shown hereon.

Executed this the _____ day of _____, _____.

Loyd B. Hancock

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared Loyd B. Hancock, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, _____.

Notary Public State of Texas

Planning and Zoning Commission
City of Azle

Approved on _____ day of _____, 20____.

Chairman

Planning and Zoning Secretary

Final Plat Showing
Lots 1R1, 1R2, 1R3 & 1R4,
David Place
an addition to the City of Azle, Tarrant County, Texas and
being 2.37 acres of land situated in the
M.E.P.&P. R.R. CO. SURVEY, Abstract No. 1142,
Tarrant County, Texas and being a replat of Lot 1, Block B,
Stone Eagle Addition, recorded in Clerks File No. D222146730,
Plat Records, Tarrant County, Texas and that certain tract of
land described in deed to Loyd B. Hancock, Trustee of the
Loyd B. Hancock and Shirley D. Hancock Family Trust,
recorded in Clerks File No. D222116519 and Clerks File No.
D223148636, Deed Records, Tarrant County, Texas

SCALE 1"= 40'
HORIZON LAND SURVEYING
P.O. Box 1935
Azle, Texas 76098
817-584-9027
horizonlandtx@gmail.com
FIRM NO. 10194616

SURVEYOR IS NOT RESPONSIBLE FOR LOCATIONS OF UNDERGROUND UTILITIES.
CONTACT 811 FOR LOCATIONS OF ALL UNDERGROUND UTILITIES/GAS LINES
BEFORE DIGGING, TRENCHING, EXCAVATING OR BUILDING.
ACCORDING TO THE F.I.R. MAP, PANEL NO. 48493C0020-K, DATED SEPTEMBER 25,
2009, SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD.



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

DOUG BURT
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2023
DECEMBER 14, 2023

OWNER/DEVELOPER
LOYD B. HANCOCK, TRUSTEE OF
THE LOYD B. HANCOCK AND
SHIRLEY D. HANCOCK FAMILY TRUST
1909 SPINNAKER LANE



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider any action approving the Façade and Signage Improvement Program application for Froz-Zone at 128 Park Place.

Background and Explanation:

The applicant opened this business in 2023 and installed a temporary banner upon opening within the Park Place Shopping Center located on the southeast corner of N. Stewart and State Hwy 199. After receiving approval from the Park Place management company, the applicant is ready to proceed with a new permanent wall sign to serve their location. For this FSIP request, the applicant is proposing one (1) attached building sign facing State Hwy 199.

The total cost of all signage for this FSIP grant is \$3,500. The applicant is requesting a grant in the amount of \$1,750 for the signage work. The proposed signage meets the requirements of the Sign Ordinance.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of the application.

Attachments:

1. Froz-Zone FSIP App & Exhibits

Facade and Signage Improvement Program Application

Please return completed application with necessary attachments and signature to City of Azle Economic Development Office, 505 W Main Street, Azle TX 76020 or mail to PO Box 1378 Azle, TX 76098. If you have any application questions, please contact the Economic Development Director at 817-444-7076.

Applicant Name <u>Ivette Gonzales</u>	Date <u>4-24-2024</u>
Business Name <u>Froz-Zone</u>	
Mailing Address <u>128 Park Pl.</u>	
Contact Phone <u>682-789-4814 or 8173815656</u>	
Email Address <u>froze-zone@outlook.com</u>	
Building Owner (if different than applicant) <u>Woodcrest</u>	
Project Site/ Address <u>128 Park Pl.</u>	County <u>Tarrant</u>

Type of Work: (check all that apply)

Façade/Building Rehab ☐ Roofing ☐ Landscaping ☐
 Parking & Driveways ☐ Awnings ☐ Pedestrian Amenities ☐
 Signage ☒

Details of Planned Improvements relating Grant Request (attach additional information if necessary)

83" X 33" Sign.

How will this project benefit the community?

New sign will motivate consumers to spend taxable dollars.

General Project Expenditures	Total Estimated Costs	50% Grant Requested
Facade/Building Rehab		
Roofing		
Landscaping		
Parking/Driveways		
Awnings		
Pedestrian Amenities		
Total		

Total General Project grant request may not exceed 50% of TOTAL COST up to \$10,000

Signage Project Expenditures	Total Estimated Costs	50% Grant Requested
Signage	\$3,500.00	1,750.00
Total	\$3,500	\$1,750

Tax Not Included

Total Signage Project grant request may not exceed 50% of TOTAL COST up to \$5,000

Request Total	1,894.38
---------------	----------

* Attach with final design drawings and photographs of building's exterior Facade.

Ivete Gonzalez

04-24-2024

Applicant Signature

Date

Property Owner Signature

(attached on approved bid)

Date

SMILES

Existing Signage



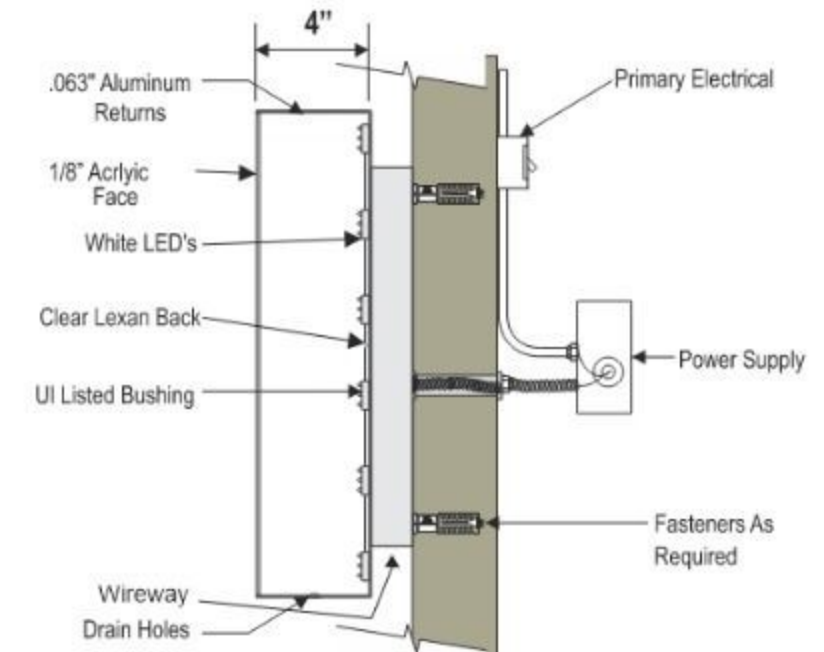
128 Park Pl, Azle, TX 76020



Total of 20 front Lit Channel Letter Sign to be installed on East Elevation

Proposed Signage

Section details



QTY: Front lit Channel Letters
Faces: 3/16\"/>



Approved 4/12/24

Meagan Mathews, Property Manager

As Agent for Mayfield Beltline, LP





ESTIMATE

Jhonatan 469-412-9771

Christian 214-985-7428

Lucio 214-909-1414

sales@mosquitosigns.com

6960 Marvin D. Love Fwy A, Dallas, TX 75237

These drawings and designs are the exclusive property of Mosquito Signs.

Use of or duplication in any manner without express written permission of Mosquito Signs is prohibited.

NOTES:

- IF ELECTRICAL LINE/J-BOX IS WITHIN 6' OF ELECTRICAL, CONNECTION TO BE HANDLED BY INSTALLER. IF NOT ELECTRICAL HANDLED BY OWNER/GC
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER
- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

FROZ-ZONE

128 Park Pl, Azle, TX 76020



**FRONT LIT CHANNEL LETTER
MOUNTED ON A WIREWAY
PERMIT FABRICATION & INSTALLATION**



PRICE

3,500 + TAX



990 Haltom Rd. Suite 110 Fort Worth, TX 76117
Office 682-312-5338 Fax 682-312-8495
www.mello-signs.com

Purchase Agreement

This Purchase Agreement is made and entered into this 26th day of March, 2024, between Mello Signs (Seller) &

Froz-zone (Purchaser)

Job Name:	Froz-Zone	Address:	128 Park Place	Amount
JOB SCOPE:	Fab and install for (2) exterior signs	City/State:	Azle TX, 76020	
		Contact:	David Gonzales	
Sign 1 option 1: Illuminated channel letters on raceway (1' 6" x 9' 2") Sign 1 option 2: Illuminated flush mount channel logo (5' x 7' 6") Sign 2: new vinyl for existing tenant panels (1' 9" x 10' 10") Install: (1) wall sign and vinyl overlay on existing tenant panels Permit AQ + Fee Survey				\$3,572.80
				\$1,188.00
				\$484.00
				\$1,526.80
				\$350.00
				\$450.00
SUBTOTAL				\$7,571.60
TAX				\$624.66
CONTRACT TOTAL				\$8,196.26
DOWN PAYMENT				\$3,785.80
AMOUNT DUE ON COMPLETION				\$4,410.46

NOTE: Primary Electrical Circuit to the Sign Location is The Purchasers Responsibility

ACCEPTED

Seller: Mello Marketing LLC
DBA Mello Signs
990 Haltom Rd
Fort Worth, TX 76117
BY: ☒ Aaron Gautney
Title: Sales
Date: 3/26/2024

ACCEPTED

Purchaser: Froz-Zone
David Gonzales
davi.gon@hotmail.com
BY: ☐
Title:
Date:

*** This Purchase Agreement is subject to the Terms and Conditions attached ***

9.58 in
24.28 in

25.27 in
50.59 in



\$5,589.00

Front Lit Channel Letters and Capsule with Green Vinyl Graphics. Raceway included behind letters and logo.

SPECIFICATIONS

-  TBD
-  White
-  Black

Faces: White Polycarbonate
Trimcap: 1" Black Jewelite
Returns: 5" Black
Lighting: 10K Solarbright



Froz Zone Stacked Art/Is



THIS IS A PRELIMINARY DRAWING. SOME DETAILS MAY BE MODIFIED IN PRODUCTION. MAY NOT BE TO AN EXACT SCALE.

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Customer Approval



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider any action approving the Façade and Signage Improvement Program application for 2HM Investments at 233 W. Main St.

Background and Explanation:

The Azle Paint & Body shop, built originally in 1971 at 233 W. Main St., is under new ownership and the new owner, 2HM Investments LLC, is looking to revamp and repurpose this building for new tenants. The applicant is proposing to remove the metal mansard-style roof and install a new pitched shingle-style roof on top. The brick in front would also be extended upward to the new roofline. The proposed building design meets the requirements of the Central Business District (CBD) and will comply with the 2018 International Building Code (IBC) at time of permitting.

The total cost of the proposed building improvement for this FSIP grant is \$24,670. The applicant is requesting a grant in the amount of \$10,000 for the work, which is the maximum allowed amount per the FSIP policy.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of the application.

Attachments:

1. 2HM Investments - 233 W. Main St. - FSIP App & Exhibits

Facade and Signage Improvement Program Application

Please return completed application with necessary attachments and signature to City of Azle Economic Development Office, 505 W Main Street, Azle TX 76020 or mail to PO Box 1378 Azle, TX 76098. If you have any application questions, please contact the Economic Development Director at 817-444-7076.

Applicant Name <i>Jeff Hess</i>	Date
Business Name <i>2HM Investments, LLC</i>	
Mailing Address <i>6629 Fairway Dr Westworth Village, TX 76114</i>	
Contact Phone <i>817-201-5500</i>	
Email Address <i>2hminvestments@gmail.com</i>	
Building Owner (if different than applicant)	
Project Site/ Address <i>233 W Main St Azle, TX 76020</i>	County

Type of Work: (check all that apply)

Façade/Building Rehab ☒ Roofing ☒ Landscaping ☐
 Parking & Driveways ☐ Awnings ☒ Pedestrian Amenities ☐
 Signage ☐

Details of Planned Improvements relating Grant Request (attach additional information if necessary)

To clean up existing structure with a new fresh look that will give citizens an appealing look

How will this project benefit the community?

Will add tremendous curb appeal. Hopefully giving other owners a sense of pride.

General Project Expenditures	Total Estimated Costs	50% Grant Requested
Façade/Building Rehab	\$1500	\$750
Roofing	\$23170	\$11585
Landscaping		
Parking/Driveways		
Awnings		
Pedestrian Amenities		
Total	\$24670	\$12335

Total General Project grant request may not exceed 50% of TOTAL COST up to \$10,000

Signage Project Expenditures	Total Estimated Costs	50% Grant Requested
Signage		
Total		

Total Signage Project grant request may not exceed 50% of TOTAL COST up to \$5,000

Request Total	\$10,000
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*** Attach with final design drawings and photographs of building's exterior Façade.**

Applicant Signature

Date

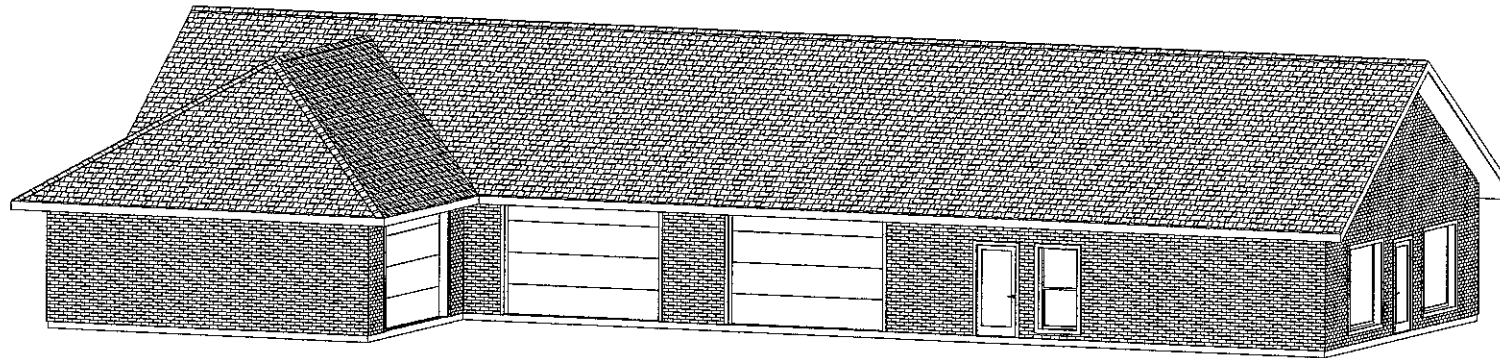
Property Owner Signature

Date

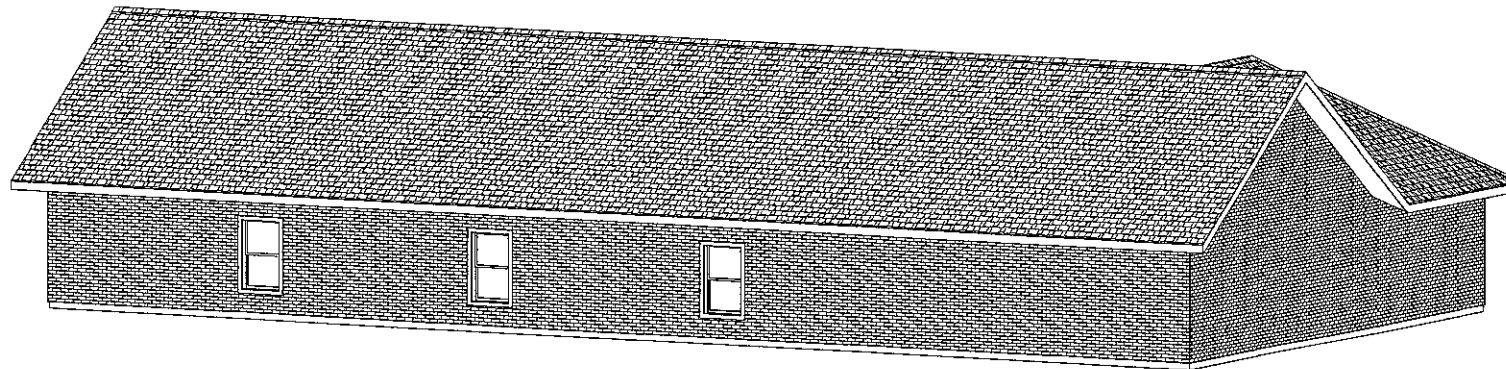
Existing building



Proposed elevations



3-D FRONT VIEW
1/8 SCALE



3-D REAR VIEW
1/8 SCALE

BUILDER:
JEFF HESS

OWNER:

RIGHT ANGLE GRAPHICS
Phone 940-393-5427 Email - rightanglegraphics@hotmail.com

Phone 940-393-5427 Email ~ rightanglegraphics@hotmail.com



DESIGNER:
GREG WOOD
840-393-5427

START DATE: 02/22/2024

PRINT DATE:
2/23/2024

FILE#
24HESS

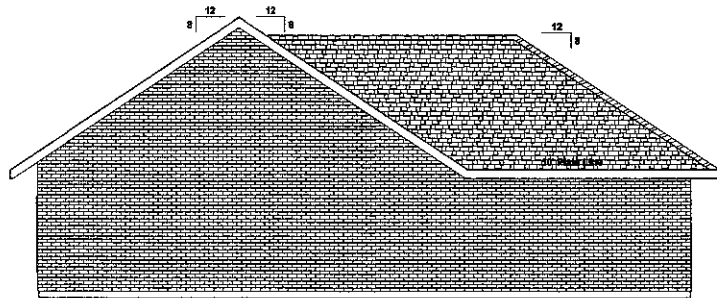
PAGE:
3

To the best of my knowledge these plans are drawn to comply with owner's need or builder's specifications and any change made by them will prove an undue cost to the owner and a burden to the success and profitability. The process of early collaboration and integrated drawing, Right Angle Graphics is not built for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the employer cannot guard us against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible for them.

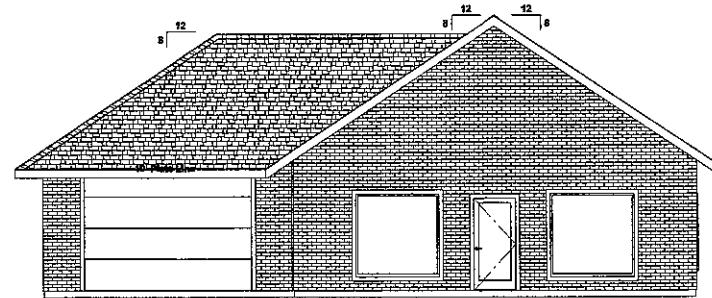
ALL RIGHTS RESERVED

[illegible]

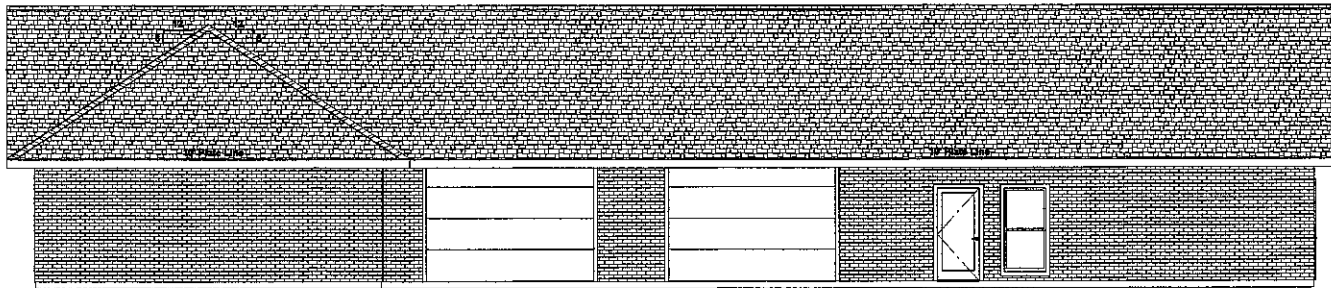
Proposed elevations



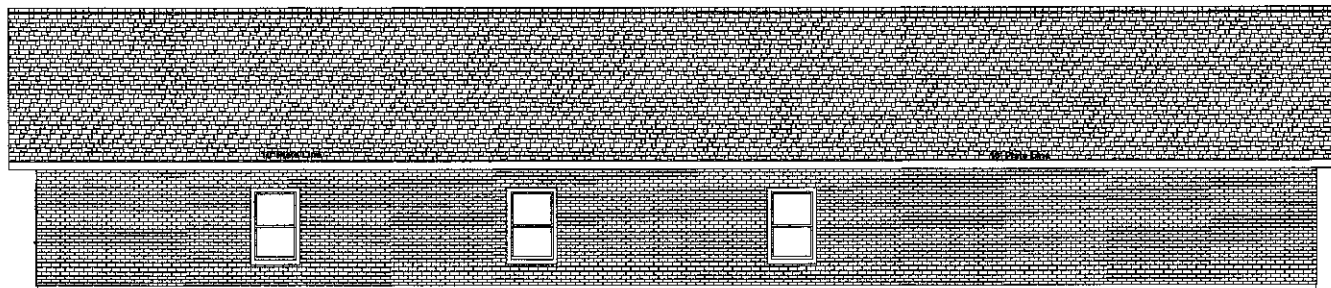
REAR ELEVATION
1/4 SCALE



FRONT ELEVATION
1/4 SCALE



LEFT ELEVATION
1/4 SCALE



RIGHT ELEVATION
1/4 SCALE

To the best of my knowledge these plans are shown
correctly and are not to be used for any other
purpose without my written consent. The owner
accepts full responsibility for any errors or omissions
and agrees to hold me harmless from any and all
liability. I have made no claim for any other
liability. The owner agrees to hold me harmless
from any and all liability for any errors or omissions
and agrees to hold me harmless from any and all
liability for any errors or omissions.

ALL RIGHTS RESERVED

BUILDER:
JEFF HESS

OWNER:

RIGHT ANGLE GRAPHICS
Phone 940-393-5427 Email - rightanglegraphics@hotmail.com



DESIGNER:
GREG WOOD

START DATE:
02/22/2024

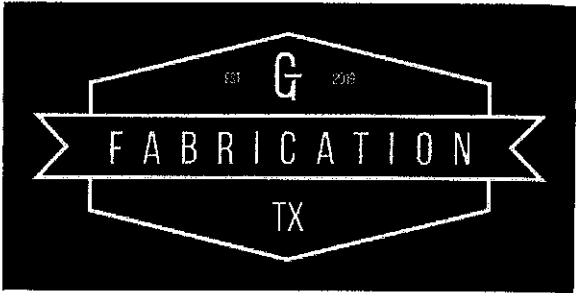
PRINT DATE:
2/23/2024

FILED
24/1/2024

PAGE:
2

GT Fabrication, LLC

1777 Peel Rd
Springtown, TX 76082 US
chris@gtfabrication.com
gtfabrication.com



Estimate

ADDRESS
233 W Main St
Azle, TX 76020

ESTIMATE 187
DATE 08/02/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	existing roof removal	Removal of existing roof and haul off	1	1,500.00	1,500.00
	Metal trusses and sheeting	New metal trusses, purlin, and sheeting	1	23,170.00	23,170.00
TOTAL					\$24,670.00

Accepted By

Accepted Date



Fort Worth - 904 E. Waggoman, Fort Worth, TX 76110, 817-926-8400, Fax 817-926-5124

Dallas - 10821 Sanden Dr, Dallas, TX 75238, 214-221-1400, Fax 214-221-1410

Corporate Office - Fort Worth, TX, 800-317-4791, Fax 888-829-2345

Insurance Co: Cash

Claim No:

Phone:

Lead Source: P_P

PROPOSAL/AGREEMENT

268560-1

Name	2HM Investments	Home No. (817) 201-5500	Date	01/25/2024
Address	233 W Main St	Work No.	Mapsco	
City & St	Azle, TX 76020	Addl No.	Addl Desc.	
Billing Address	Jeffrey Hess, 233 W Main St, Azle, TX 76020			Email hess.jeffr@gmail.com

Description/Specifications

- EXISTING ROOFING SYSTEM IS A 26 GUAGE R- PANEL STEEL ROOF ATTACHED TO WOOD FRAME AND WOOD RAFTERS.
 - 2 YEAR WARRANTY ON REPAIRED AREAS ONLY; NO INTERIOR WARRANTY.
 - ROOF IS 1 STORY AND 1/12 PITCH.
- **** NEW ROOFING SYSTEM IS A 26 GUAGE WHITE R-PANEL LAYOVER WITH HAT CHANNEL ****
1. CLEAN ALL DEBRIS FROM ROOFING SYSTEM AND PREPAIR FOR NEW ISNTALL.
 2. REMOVE EXISTING RAKE TRIM AND EXISTING GUTTERS. APPROX 368 LFT
 3. INSTALL HAT CHANNEL SYSTEM EVERY 4 LFT UP THE SLOPES ALONG EXISTING RAFTERS OR PURLINS. APPROX 1,862 LFT
 4. INSTALL NEW 26 WHITE R-PANELS FOR 48.41 SQS OVER THE ENTIRE FLAT ROOFING SYSTEM.
 5. INSTALL NEW 24 GUAGE WHITE 4X4 EAVE TRIM. APPROX 368 LFT
 6. INSTALL NEW 24 GUAGE 6 INCH COMMERCIAL BOX GUTTERS ALONG EAVE LINES. APPROX 368 LFT.
 7. CAULK AND SEAL AS NEEDED TO COMPLETE ROOFING REPLACEMENT.
 8. REMOVE AND REPLACE ALL FASTNERS ON MANSARD R-PANEL ROOFING SYSTEM. APPROX 8.5 SQS.
 9. PRESSURE WASH AND SAND MANSARD ROOF AS NEEDED TO PREP FOR PAINTING.
 10. PRIME AND PAINT APPROX 8.5 SQS OF MANSARD R-PANEL ROOFING SYSTM AND TRIM. HOMEOWNER TO CHOOSE COLOR.

"Texas law requires a person insured under a property insurance policy to pay any deductible applicable to claim made under the policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible."

Price	\$37,995.77
Tax	3,134.65
Permit	
Total	\$41,130.42

This Agreement is for

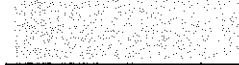
ACCEPTANCE OF AGREEMENT

REPLACEMENT COST INSURANCE CLAIMS: HOMEOWNER AGREES TO PAY INSURANCE PROCEEDS, DEDUCTIBLE AND UPGRADES.

ACTUAL CASH VALUE INSURANCE CLAIMS: HOMEOWNER AGREES TO PAY INSURANCE PROCEEDS, ACV DEPRECIATION, DEDUCTIBLE AND UPGRADES.

NON-INSURANCE RELATED CONTRACTS: HOMEOWNER AGREES TO PAY CONTRACT AT COMPLETION.

Date _____


Benjamin Moltz
Sales Representative

Mgmt Approval

233 W. MAIN ST

Add a new pitched roof with architectural shingles

<u>JOB</u>	<u>NOTES</u>	<u>TOTAL</u>
Demo	Remove Existing Metal	\$ 1,500.00
Framing Mtls	Frame up a pitched roof, add new sidingsoffit	\$ 11,014.70
Framing Labor		\$ 7,500.00
Roofing Mtls	Add a 30yr architectural shingle	\$ 7,739.88
Roofing Labor		\$ 3,950.00
Paint	Paint existing brink/stone as well as new siding	\$ 6,500.00
<u>TOTAL</u>		<u>\$ 38,204.58</u>



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action authorizing the City Manager to execute a services contract with Ideal Impact, Inc. for equipment to reduce energy usage of HVAC systems

Background and Explanation:

Ideal Impact, Inc. has reviewed the City's electric bills for the past twelve (12) months and evaluated the HVAC systems with the intent of identifying potential cost savings. As a result, they are recommending installing remote controllers on 60 HVAC units, as well as energy optimization of these same HVAC units. The energy optimization includes installing and customizing Ideal Impact's Campus Optimizer on each piece of HVAC equipment which addresses spaces, served, relative humidity control, ramp times, indoor air quality, rate schedules, etc.

The City currently spends approximately \$109,000 annually on electricity for City Hall, Police Station, and Library (Fire Station, Animal Control and other City facilities do not use enough electricity with HVAC usage to achieve savings). Ideal Impact estimates the City can reduce electricity billing by approximately \$40,000 annually. Ideal Impact proposes to invoice the City quarterly for the equipment and services (approximately 80% of the savings) until the project costs are paid (\$139,213), at which time the invoicing will cease and the City will retain all savings.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Authorize the services contract with Ideal Impact, Inc.

Attachments:

1. Services Agreement_City of Azle

SERVICES CONTRACT

THIS SERVICES CONTRACT (the "CONTRACT") is made and entered into as of the date first executed (the "Effective Date") by and between IDEAL IMPACT, Inc. ("IDEAL IMPACT"), a Texas Corporation, and City of Azle ("CLIENT").

RECITALS

WHEREAS, the parties hereto desire to enter into a CONTRACT whereby IDEAL IMPACT will provide consulting and conservation services to CLIENT at 505 W. Main Street, Azle, TX 76020 and 333 W. Main Street, Azle, TX 76020 (the "Facility").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations contained herein, the parties hereto agree as follows:

SECTION 1. SERVICES OF IDEAL IMPACT

1.1 Services. The purpose of this CONTRACT is to save money currently being spent on energy so it can be moved to other needs of the CLIENT. IDEAL IMPACT shall perform a number of services to realize these savings. There will be two primary phases: the Application Phase (the first nine months of the CONTRACT) and the Coaching Phase (until the total project fee is paid).

1.1.1 The Application Phase I. During Phase I of the Application Phase, IDEAL IMPACT shall perform the following services based on IDEAL IMPACT's analysis of the CLIENT's particular situation, (collectively, "Services"):

- (i) Install remotely accessible controllers for 60 air handling units, modify controls background coding to optimize energy savings;
- (ii) Complete ENERGY OPTIMIZATION for all 60 pieces of HVAC equipment and improved optimization settings of existing controllers.
- (iii) Implement IDEAL IMPACT CAMPUS OPTIMIZER (*Patent Approved*) for 60 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- (iv) Improving weatherization for all buildings included;
- (v) Install building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction and ramp time.
- (vi) All new hardware becomes the property of the CLIENT upon installation.
- (vii) Previously installed controls become the property of IDEAL IMPACT. CONTRACT price was reduced using market value of the previously installed controls. CLIENT is responsible for drywall repair and other repairs related to access points.

Any tangible property referenced above (the "Property") is and shall at all times be, and remain, personal property, and will not be considered a fixture to any

real property. Said Property upon installation shall be considered property of the CLIENT.

1.1.2 The Application Phase II. During Phase II of the Application Phase, IDEAL IMPACT shall also perform a unique combination of some or all of the following services based on IDEAL IMPACT's analysis of the CLIENT's particular situation, all as deemed necessary by IDEAL IMPACT (collectively, "Services"):

- (i) Tune the controls and processes of the facilities;
- (ii) Help with operations of the BAS (Building Automation System) and/or controls for the first three months of the Application phase;
- (iii) Rewrite the software of the BAS as needed for the savings;
- (iv) Monitor trend logs and temperature data recorders in the Facility to plan strategies on energy optimization;
- (v) Make recommendations to CLIENT about possible alternate energy savings techniques at the Facility to decrease energy cost;
- (vi) Develop a customized written energy plan to include: (a) projected annual savings as set forth in Section 2.1; (b) tune settings of the Facility; (c) how to update and change settings to meet the basic need of the CLIENT; (d) how to update and change the settings to match basic changes in energy rates; (e) education plans for energy stewards; (f) education plans for occupants of the Facility; (g) coaching designated individuals during the Term of this CONTRACT on the implementation of the plans prepared; (h) motivate on energy plan for occupants of the Facility; and (i) education on key energy rate decisions, terms and structures;
- (vii) Provide support for the energy plan to include: (a) introducing the energy plan to CLIENT; (b) training on implementation of the energy plan; (c) ongoing coaching on the energy plan during the Term of this CONTRACT; (d) updating the energy plan through the Term of this CONTRACT; (e) tracking and reporting of results of the energy plan; (f) assist with energy rate structures; (g) advise with maintenance CONTRACTs related to the energy plan; (h) advise on improvements to the Facility related to the energy plan.
- (viii) If CLIENT elects to continue coaching or Simple Comfort Connect after the end of the agreement there will be a quarterly charge

1.1.3 The Coaching Phase. The Coaching Phase shall include:

- (i) Ongoing training of the CLIENT on energy savings, equipment and strategies at the Facility;
- (ii) Tracking of savings;
- (iii) Periodic auditing to ensure that the strategies are being successfully implemented;
- (iv) Advising CLIENT on possible other improvements;
- (v) Advising CLIENT on electrical CONTRACT negotiation;

- (vi) Being CLIENT's advocate with new additions being built; and
- (vii) Aiding in motivating for energy savings.

1.1.4 Buildings. Buildings included:

Building Name:	Sq Ft:	ESI ID	Electric Meter #	REP Account #
City Hall, Police Department, Municipal Court	31,638	10443720008477654	152178371LG	300036612
Library	26,663	-	1600294	800664094

1.2 Facility and BAS Access. CLIENT shall provide IDEAL IMPACT BAS installer password and any other tools and access needed to reprogram the BAS within seven days of execution of this agreement. CLIENT shall not remove this access for the term of this agreement. Any work that CLIENT requests to be done by their controls contractor shall be paid for by CLIENT. CLIENT shall permit reasonable access to the Facility during normal business hours as may be deemed necessary by IDEAL IMPACT for the proper operation and performance of IDEAL IMPACT's Services.

1.3 Adjustments and Savings.

(a) Adjustments. Energy bills shall be adjusted by IDEAL IMPACT as needed for changes in read dates, any additional Facility space, and substantial changes in occupancy or substantial increases in equipment using energy standard equations for excess energy consumed. Adjustments shall also be based on weather differences from the baseline year as determined from weather data for the area issued by the National Weather Service. Miscellaneous discretionary billings and/or refunds from the energy provider will be excluded from the analysis.

(b) Energy Savings. "Energy Savings" shall mean and be calculated as follows. The baseline year is the 12 months prior to the signing of this contract. Savings for each month will be calculated on the basis of the units saved (kWh, billed KW, actual KW and MCF) times the current monthly cost of each to the CLIENT. If a power factor charge is added to the electric billing that was not in the baseline it will not be considered in the calculation of savings. The savings will start with the first full meter read period for each of gas and electric after the execution of this CONTRACT. CLIENT shall share access to CLIENT'S retail energy provider online account(s) with IDEAL IMPACT beginning 15 days after execution and throughout the Application and Coaching phases.

1.4 CLIENT's Designated Representative. CLIENT shall designate a representative to act on behalf of CLIENT with respect to this CONTRACT ("CLIENT Representative"). The initial CLIENT Representative is Mr. Tom Muir. CLIENT may change its CLIENT Representative by giving written notice to IDEAL IMPACT. CLIENT confirms that the CLIENT Representative is authorized to make all necessary decisions and give all notices and approvals required or permitted by CLIENT under this CONTRACT.

SECTION 2. SAVINGS

2.1 Projection. IDEAL IMPACT is projecting \$33,705 in annual energy savings and is recommending CLIENT set a savings goal of 36% per year or \$39,141. This would result in a 15 year savings of \$844,362. All savings are projected, but not guaranteed.

2.2 Quarterly Invoice. If any quarterly required payment under this Agreement exceeds the savings as calculated under Section 1.3 herein, IDEAL IMPACT will send CLIENT a check for the difference with the quarterly invoice.

SECTION 3. COMPENSATION AND PAYMENT SCHEDULE

3.1 **Compensation.** CLIENT shall pay IDEAL IMPACT a total project fee of \$139,213 (the "Project Fee") in accordance with the terms and conditions set forth in the IDEAL IMPACT Payment Plan Agreement of even date herewith (the "Payment Plan"). As long as the Project Fee and any amounts paid to CLIENT under Section 2.2 herein (the "Quarterly Recovery Payments") are outstanding, CLIENT shall continue making Payments in the same manner calculated under the Payment Plan directly to IDEAL IMPACT until such time as IDEAL IMPACT is made whole. Upon CLIENT's satisfaction of all required Payments under the Payment Plan and this CONTRACT, this CONTRACT shall terminate.

3.2 **Utility Rebates.** IDEAL IMPACT will apply for appropriate utility rebates for this project and such rebates shall be attributed to the Project Fee as set forth in the Payment Plan.

3.3 **Payment Schedule.** During the term of this Agreement, CLIENT will, within three (3) days of CLIENT's receipt of its energy bills from CLIENT's energy providers, electronically scan and email each bill to IDEAL IMPACT. IDEAL IMPACT will perform any necessary adjustments as per Section 1.3 herein and at the end of each quarter send an invoice for the preceding quarter to CLIENT which will be calculated as set forth on Exhibit B of the Payment Plan. CLIENT shall pay each quarterly invoice in accordance with the terms of the Payment Plan. CLIENT is responsible for paying its own energy bills. Invoices will be tracked and totaled monthly, but invoiced quarterly.

3.4 **Late Payments.** Late payments by CLIENT shall be subject to an interest charge as set forth in the Payment Plan.

SECTION 4. EVENTS OF DEFAULT

4.1 **Events of Default by CLIENT.** Each of the following events or conditions shall constitute an "Event of Default" by CLIENT:

- (i) any failure by CLIENT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to CLIENT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of CLIENT; and (b) if such cure cannot be effected in thirty (30) calendar days, CLIENT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days, CLIENT's written agreement of a completion date, and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by CLIENT in this CONTRACT which was false or misleading in any material respect when made; or
- (iii) any default under the Payment Plan.

4.2 **Events of Default by IDEAL IMPACT.** Each of the following events or conditions shall constitute an "Event of Default" by IDEAL IMPACT:

- (i) any failure by IDEAL IMPACT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to

IDEAL IMPACT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of IDEAL IMPACT, and (b) if such cure cannot be effected in thirty (30) calendar days, IDEAL IMPACT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; such cure times will extend the partnership of this CONTRACT, or

- (ii) any representation or warranty furnished by IDEAL IMPACT in this CONTRACT which was false or misleading in any material respect when made; or
- (iii) any lien or encumbrance is placed upon the equipment by any Subcontractor, laborer, or supplier of IDEAL IMPACT, which is not timely removed by IDEAL IMPACT; provided that IDEAL IMPACT has been duly paid for the Services and such lien or encumbrance is not the result of any act or failure to act of CLIENT.

SECTION 5. REMEDIES UPON DEFAULT

5.1 Remedies upon Default by CLIENT. If an Event of Default by CLIENT occurs, IDEAL IMPACT will be entitled to obtain any available legal or equitable remedies through mediation proceedings instituted pursuant to Section 7 below including, without limitation, recovering amounts due and unpaid by CLIENT, and/or; damages which shall include IDEAL IMPACT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including interest, on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies.

5.2. Remedies Upon Default by IDEAL IMPACT. If an Event of Default by IDEAL IMPACT occurs, CLIENT shall be entitled to obtain any available legal or equitable remedies through mediation proceedings instituted pursuant to Section 7 below, including, without limitation, recovering amounts due and unpaid by IDEAL IMPACT and/or damages, which shall include CLIENT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies.

SECTION 6. INSURANCE FOR PROJECT

6.1 Insurance. IDEAL IMPACT shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from IDEAL IMPACT's operation under the CONTRACT, whether such operations be by IDEAL IMPACT or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Certificates of such insurance shall be filed with the CLIENT prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to CLIENT.

6.2 IDEAL IMPACT will maintain the following insurance policies at all times during the term of this CONTRACT:

- (i) Workers' Compensation with statutory WC limitations and Employers Liability of \$1,000,000, with a Waiver of Subrogation Endorsement in favor of the CLIENT;
- (ii) Comprehensive General Liability with \$1,000,000 per occurrence and a \$2,000,000 aggregate and a \$2,000,000 aggregate on Products Completed Operations. The CLIENT must be named an Additional Insured by appropriate endorsement and there must be a Waiver of Subrogation Endorsement in favor of the CLIENT;
- (iii) Business Automobile Liability, including owned, non-owned, hired or any other vehicles, of \$1,000,000 for bodily injury (per accident);
- (iv) All insurance carriers used by IDEAL IMPACT related to this CONTRACT will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

6.3 IDEAL IMPACT shall comply with Texas Administrative Code, Rule 110.110, regarding Workers' Compensation Insurance.

6.4 CLIENT shall cover any installed Property under CLIENT's own policy or policies.

SECTION 7. DISPUTE RESOLUTION

7.1 Dispute Resolution; Exclusive Venue and Jurisdiction. In the event of any dispute arising out of or relating to this CONTRACT, the parties agree to exclusively use the following process in the following order for such dispute: (a) informally discuss and attempt to resolve the dispute before proceeding with any further action; (b) in the event this is not successful, the parties agree to cooperatively arrange and participate in non-binding mediation. (c) in the event informal resolution and mediation is not successful to resolve the dispute to the satisfaction of both parties, either party will then have the right to pursue litigation.

7.2 The exclusive venue of any action, suit or proceeding arising out of or relating to this CONTRACT or any rights or obligations under this CONTRACT shall lie solely in the courts of the State of Texas or the United States of America located in the county where CLIENT's main business operations occur. The expense of any mediation shall be borne equally by CLIENT and IDEAL IMPACT and shall be held in the county where CLIENT's main business operations occur.

7.3 In the case of any dispute between this CONTRACT and the Payment Plan the terms of the Payment Plan shall prevail.

SECTION 8. HAZARDOUS MATERIALS

8.1 IDEAL IMPACT's Responsibilities With Respect to Hazardous Materials. The scope of Work to be performed by IDEAL IMPACT pursuant to this CONTRACT and the compensation to be paid to IDEAL IMPACT hereunder for the Work expressly excludes any work or service of any nature associated or connected with the identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in or nearby the Site. The CLIENT agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Site or brought into the Site by a party other than IDEAL IMPACT or its Subcontractors are

not IDEAL IMPACT's responsibility. IDEAL IMPACT shall be responsible for any Hazardous Materials, Mold, or other materials that it or its Subcontractor(s) may bring to the Site. Should IDEAL IMPACT become aware, discover, or based on reasonable evidence suspect the presence of Hazardous Materials or Mold, IDEAL IMPACT will immediately cease work in the affected area, and will promptly notify the CLIENT of the conditions discovered. Should IDEAL IMPACT stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the CONTRACT Time will, should the CLIENT elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. IDEAL IMPACT will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold unless brought onto the Site(s) by IDEAL IMPACT or its Subcontractors. Notwithstanding anything in this CONTRACT to the contrary, any such event of discovery or remediation by CLIENT shall not constitute a default by CLIENT.

8.2 CLIENT's Representations and Responsibilities With Respect to Hazardous Materials. The CLIENT warrants and represents that to the best of the CLIENT's knowledge, other than as disclosed to IDEAL IMPACT in writing, there are no Hazardous Materials or Mold in or on the premises that will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by IDEAL IMPACT pursuant to this CONTRACT. The CLIENT further represents that the CLIENT has not retained IDEAL IMPACT to discover, inspect, investigate, identify, or remediate Hazardous Materials or Mold or conditions caused by Hazardous Materials or Mold. The CLIENT will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials or Mold not addressed by IDEAL IMPACT under this CONTRACT. In the event hazardous materials are discovered by IDEAL IMPACT, IDEAL IMPACT shall have an affirmative duty to immediately report to the CLIENT the existence of such materials. The CLIENT specifically agrees, to the extent allowed by state law, to indemnify and to hold IDEAL IMPACT, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of its release of Hazardous Materials or Mold into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act, unless such release of Hazardous Materials or Mold into the air, soil, or any water system or water course is caused by or due to the negligence of IDEAL IMPACT.

SECTION 9. OWNERSHIP OF DESIGN MATERIALS

9.1 Copies of Deliverables. The Deliverables are and shall remain the exclusive property of the IDEAL IMPACT. IDEAL IMPACT shall use its best efforts to ensure all copies of the Deliverables are delivered or returned to the CLIENT or suitably accounted for upon the CLIENT's request or upon final payment, whichever is earlier. IDEAL IMPACT may retain one copy of the Deliverables for its records, but shall not use such copies for any purpose other than with respect to the CONTRACT Services without the CLIENT's prior written consent. The Intellectual Property Rights, if any, relating to the Design Materials or the contents of or concepts embodied in the Design Materials shall remain with and belong to IDEAL IMPACT or its subcontractors, as the case may be.

9.2 Delivery of Deliverables and As-built Drawings. Upon the date of termination of this CONTRACT, IDEAL IMPACT shall deliver to the CLIENT any Deliverables that have not been previously submitted to the CLIENT for that Energy Conservation Measure. Upon the date of Final Acceptance of the entire Project, IDEAL IMPACT may provide as-built drawings in an electronic format compatible with the AutoCAD or other similar system in use by the CLIENT.

SECTION 10. GENERAL PROVISIONS

10.1 Warranty. IDEAL IMPACT warrants materials and workmanship for one year, starting the date of the installed material on CLIENT'S property.

10.2 Pursuant to Texas Government Code §2270.002 and §808.001, IDEAL IMPACT affirms that it does not boycott Israel and will not boycott Israel during the term of this CONTRACT.

10.3 Pursuant to Texas Government Code Chapter §2271, as amended, if this contract is valued at 100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Agreement represent and warrant to the District that Ideal Impact does not boycott Israel and will not boycott Israel during the term of this Agreement.

10.4 Pursuant to Texas Government Code Chapters §2274 and §809, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the District that Ideal Impact does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

10.5 Pursuant to Texas Government Code Chapter §2274, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the District that Ideal Impact does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

10.6 Governing Law. This CONTRACT shall be governed by, enforced under and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles of any jurisdiction.

10.7 Attorney's Fees and Cost. In the event that either party hereto shall properly institute formal legal action as described in Section 8 above, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief which may be granted.

10.8 Waiver. The waiver by either party to this CONTRACT of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this CONTRACT.

10.9 Integration. This CONTRACT constitutes the entire contractual relationship between the parties with respect to the subject matter of this CONTRACT and supersedes any oral or written proposals, statements, discussions, negotiations, or other CONTRACTs made prior to the CONTRACT. This CONTRACT may be amended at any time by mutual CONTRACT of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by an authorized representative of both parties.

10.10 Assignment. The performance of this CONTRACT may not be assigned or transferred by either party without the prior written consent of the other. However, IDEAL IMPACT may pledge or assign its rights under the Payment Plan and CLIENT hereby consents to such pledge or assignment and will execute any all documents reasonably required by IDEAL IMPACT's assignee to evidence same.

10.11 Notices. All notices required to be given hereunder shall be in writing and shall be deemed delivered if (i) personally delivered, (ii) dispatched by certified or registered mail, return



receipt requested, postage prepaid, or (iii) sent via a nationally-recognized overnight carrier, addressed to the parties as follows:

IDEAL IMPACT:

Ideal Impact, Inc.
1245 S. Main Street
Suite 140
Grapevine, TX 76051
ATTN: Wes McDaniel

CITY OF AZLE:

City of Azle
505 W. Main Street
Azle, TX 76020
ATTN: Mr. Tom Muir

10.12 Concealed Conditions. IDEAL IMPACT shall immediately notify CLIENT if it encounters Concealed Conditions at the Site prior to significantly disturbing the same. If such Concealed Conditions cause an increase in IDEAL IMPACT's cost of, or time required for, performance of any part of the Work IDEAL IMPACT and CLIENT shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the CONTRACT Sum.

10.13 Cooperation. Each Party will cooperate with and assist the other Party, its advisors, consultants, attorneys, employees, agents, and representatives, at all times during the CONTRACT Time so as to complete the CONTRACT Services in an efficient, timely, and economical manner.

10.14 Felony Conviction Notice. Pursuant to Texas Education Code Section 44.034, IDEAL IMPACT must give advance written notice to the CLIENT if an owner or operator of IDEAL IMPACT has been convicted of a felony. IDEAL IMPACT represents and warrants that no owner, operator, shareholder, officer or director of IDEAL IMPACT has been convicted of a felony. Should it become known to IDEAL IMPACT that any IDEAL IMPACT owner, operator, shareholder, officer or director is convicted of a felony while this CONTRACT is in effect, IDEAL IMPACT will notify the CLIENT of such conviction.

10.15 Criminal History Record Checks. IDEAL IMPACT will, before any duties are performed on CLIENT's property, (1) obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier, and/or subcontractor as required by Texas Education Code Chapter 22 if the person has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties, and (2) certify to CLIENT that IDEAL IMPACT or the subcontracting entity that employs the person has received all criminal history record information relating to the person.

IDEAL IMPACT shall certify to CLIENT that the contracting entity has obtained written certifications from any subcontracting entity, that IDEAL IMPACT has obtained written certifications from any subcontracting entity, and that the subcontracting entity has complied with Texas Education Code §22.08341(e) as it relates to the subcontracting entity's employees.

IDEAL IMPACT shall assume all expenses associated with the background checks.

IDEAL IMPACT or a subcontracting entity may not permit an employee who has or will have continuing duties related to the Project, and the employee has or will have the opportunity for direct contact with students in connection with the employee's continuing duties, to provide services at an instructional

facility if the employee, during the preceding 30 years, was convicted of any of the following offenses and the victim was under 18 years of age or was enrolled in a public school:

(1) a felony offense under Title 5, Texas Penal Code;

(2) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or

(3) an offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

Additionally, no person who has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties, shall be engaged by IDEAL IMPACT or by any entities with which IDEAL IMPACT contracts, including but not limited to any suppliers or subcontractors, who has charges pending, or who has been convicted, received probation, or deferred adjudication for the following:

(1) Any offense against a child;

(2) Any sex offense;

(3) Any crimes against persons involving weapons or violence;

(4) Any felony offense involving controlled substances; or

(5) Any offenses involving the sale or distribution of controlled substances.

CLIENT may directly obtain the criminal history record information required by this Section 10.12 through the criminal history clearinghouse as provided by Texas Government Code § 411.0845. In that event, IDEAL IMPACT shall reimburse CLIENT for any costs incurred with obtaining the criminal history record.

CLIENT reserves the right to determine what constitutes "the opportunity for direct contact with students".

It shall be the responsibility of IDEAL IMPACT and the entities with which IDEAL IMPACT contracts to ensure compliance with this provision.

10.16 Equal Opportunity Employment. IDEAL IMPACT and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex or national origin.

10.17 Counterparts. This CONTRACT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one CONTRACT. To evidence the fact that it has executed this CONTRACT, a party may send a copy of its executed counterpart to the other party by electronic transmission (including, without limitation, via email or facsimile) and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.



IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this _____ day of _____, 2024.

IDEAL IMPACT:

IDEAL IMPACT, INC.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

CITY OF AZLE

By: _____

Name: _____

Title: _____

Date: _____



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action authorizing the City Manager to execute a payment plan agreement with Ideal Impact, Inc. for equipment to reduce energy usage of HVAC systems

Background and Explanation:

The previous agenda item sought authorization for the City Manager to execute a services contract with Ideal Impact, Inc. for equipment to reduce energy usage of HVAC systems. Since Ideal Impact is providing the funds to perform the project with the City providing reimbursement from achieved savings, Ideal Impact's bank is requiring separate Council action on the payment plan agreement.

The anticipated annual savings is approximately \$40,000. The services contract specifies reimbursement of 80% of the savings for each quarterly reimbursement period. The expected quarterly reimbursement the City will pay approximately \$8,000. The attached payment plan agreement references quarterly payments of \$4,350.41 - this amount is a minimum payment. The quarterly reimbursement will be 80% of the achieved electricity savings referenced in the respectively monthly invoices.

The bigger the savings, the higher the reimbursement and the quicker the agreement will be paid off. The City will pay no more than the \$139,213 the project cost to implement.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Authorize the payment plan agreement.

Attachments:

1. Payment Plan Agreement_City of Azle

IDEAL IMPACT PAYMENT PLAN AGREEMENT

THIS IDEAL IMPACT PAYMENT PLAN AGREEMENT **No. 10666** (hereafter referred to as "Agreement") dated as of **May 7, 2024** by and between **Ideal Impact, Inc.**, a Texas corporation (herein referred to as "Ideal Impact"), and **City of Azle**, a political subdivision or agency of the State of Texas (hereinafter referred to as "City").

WITNESSETH: The City has entered into that certain Energy Services Contract (the "Services Contract") with Ideal Impact whereby City has agreed to contract with Ideal Impact for the personal property and related services that are more fully described on EXHIBIT A attached hereto (the "Property") from Ideal Impact; and

WITNESSETH: Ideal Impact has agreed to contract with the City for the Property and in furtherance of the providing by Ideal Impact of payment terms to the City in connection with the City's acquisition of the Property, and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The City hereby covenants and agrees to pay to the order of Ideal Impact and Ideal Impact's successors and assigns those installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Installment Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that Ideal Impact may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the City and that the City, thereafter, shall look to and consider said assignee as the party to whom all of the City's duties hereunder are owed.

2. Payments Unconditional. Upon this Agreement taking effect the obligation of the City to make the Installment Payments set forth in the Installment Payment Schedule shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim, or recoupment for any reason. Pursuant to the Act, the Installment Payments may be payable from a pledge of all or any part of any revenues, funds, or taxes available to the governmental agency for its public purposes (primarily including funds from energy savings as contemplated in the Services Contract). To the extent permitted by law, the City hereby pledges its Ad Valorem tax as security for this obligation.

3. Taxes. The City agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

4. City's Covenants and Representations. City covenants and represents as follows:
(a) City represents that it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by City and is a valid and binding obligation of City enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Installment Payments hereunder have been duly authorized and will be paid when due;
(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by City in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) City has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future;

(f) There are no circumstances presently affecting the City that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payments of sums due hereunder.

(g) No lease, rental agreement, installment-purchase agreement, payment agreement or contract for purchase to which City has been a party at any time during the past ten (10) years has been terminated by City as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the City has issued during the past ten (10) years.

(h) City will pay the Installment Payment Due by check, wire transfer, or ACH only.

(i) City has complied with all applicable procurement laws in acquiring the Property.

5. Use and Licenses. The City shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The City shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

6. No Maintenance by Subsequent Assigns. It is understood and agreed to by the parties that any assignee of Ideal Impact shall not be obligated to make any repairs or replacements to the Property whatsoever.

7. Alterations.
(a) City may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property.

(b) Without the written consent of Ideal Impact, City shall not make any other alterations, modifications, or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Ideal Impact, City shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. City shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Ideal Impact and City hereunder.

9. Damage to or Destruction of Property. City shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release City from the obligation to pay the full amount of the Installment Payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, the City will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Ideal Impact determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, City at the option of City will either (a) replace the same with like property in good repair or (b) on the next Installment Payment Date, pay Ideal Impact (i) all amounts then owed by City to Ideal Impact under this Agreement, including the Installment Payment due on such date, and (ii) an amount equal to the applicable current Project Fee balance set forth in the Installment Payment Schedule.

10. No Warranty by Subsequent Assigns. IT IS UNDERSTOOD AND AGREED TO BY THE PARTIES THAT ANY ASSIGNEE OF IDEAL IMPACT SHALL NOT BE LIABLE FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, AND, ANY ASSIGNEE OF IDEAL IMPACT HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION.

11. Prepayment. The amount of each required Installment Payment paid by the City in excess of the Minimum Payment Amount set forth on Exhibit B shall be considered a partial prepayment of the total outstanding Project Fee; provided, however, Ideal Impact shall be under no obligation to re-amortize the Installment Payment Schedule at any time. Upon the City's timely payment of Project Fee specified in Exhibit B, City shall be deemed to have acquired all of Ideal Impact's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by City but without other warranties. Payment of the applicable Project Fee balance shall occur on the applicable Installment Payment Date specified in the Installment Payment Schedule, at which time Ideal Impact shall, unless not required hereunder, deliver to City proper documentation showing Ideal Impact's interest in the Property free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by City but without other warranties. Upon City's final payment of the Project Fee and Ideal Impact's actual or constructive delivery of proper documentation showing the Agreement is paid in full, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

12. Default and Ideal Impact's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) City fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) City fails to comply with any other covenant, condition or agreement of City hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by City hereunder shall be untrue in any material respect as of the date made;

(4) City makes, permits, or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) City becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the City or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for City or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against City and, if instituted against City, is consented to or acquiesced in by City or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default:

(1) In every case Ideal Impact or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee thereof, may proceed against the City for the purpose of protecting and enforcing the rights of Ideal Impact or its successors or assigns under this Agreement, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of Ideal Impact or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Installment Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default;

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

13. Assignment. Without Ideal Impact's prior written consent, City will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property or (ii) sublet or lend the Property or permit it to be used by anyone other than City or City's employees. Ideal Impact may assign its rights, title, and interest in and to this Agreement and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement, in whole or in part. Any such assignees shall have all of the rights of Ideal Impact under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Ideal Impact's rights, title or interest in this Agreement or the Property shall be effective with regard to City unless and until City shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Ideal Impact or by City to evidence the assignment.

14. Personal Property. The Property is and shall at all times be and remain personal property.

EXHIBIT A

DESCRIPTION OF PROPERTY - Energy Efficiency Hardware, Software, and Services as follows:

- i) Installing remote controllers on 60 HVAC units;
- ii) Energy Optimization of 60 pieces of HVAC equipment by our mechanical team and improved optimizations settings of existing controllers;
- iii) Implement IDEAL IMPACT CAMPUS OPTIMIZER (Patent Approved) for 60 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;
- iv) Install building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction and ramp time;
- v) Weatherization of all buildings included in agreement

PROPERTY LOCATION:

Throughout the City of Azle, TX

15. Ownership of Property. Upon acceptance of the Property by the City hereunder, the City shall have ownership of the Property during the term of this Agreement.

16. Ideal Impact's Right to Perform for City. If City fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Ideal Impact may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of City, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Ideal Impact in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the rate of 0.8% per month, shall be payable by City upon demand.

17. Interest on Default. If City fails to pay any Installment Payment specified in Section 1 hereof within ten (10) days after the due date thereof, City shall pay to Ideal Impact interest on such delinquent payment at the rate of 0.8% per month from the due date until paid.

18. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

19. Agreement as a Security Agreement.

(a) An executed copy of this Agreement shall evidence the indebtedness of the City as provided herein and shall constitute a security agreement pursuant to applicable law, with Ideal Impact, its successors or assigns as the secured party. The grants, lien, pledge and security interest of Ideal Impact, its successors or assigns created herein shall become effective immediately upon and from the delivery of this Agreement, and the same shall be continuously effective for so long as any Installment Payments are outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the City. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the City, at all times during regular business hours.

(c) If, in the opinion of counsel to the City or to Ideal Impact, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of Ideal Impact, its successors or assigns created herein as to all Installment Payments, then the City shall diligently and regularly make such filings to the extent required by law to accomplish such result.

20. Continuing Disclosure. Upon request, City agrees to provide current audited financial statements, prepared by a certified public accountant. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures, and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the City's authorized agents. If the City has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

21. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by City may be waived except by the written consent of Ideal Impact, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Ideal Impact from invoking such remedy at any later time prior to City's cure of the condition giving rise to such remedy. Ideal Impact's rights hereunder are cumulative and not alternative.

(b) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered, or changed in any respect except by a written document signed by both Ideal Impact and City.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(e) That Ideal Impact hereunder shall have the right at any time or times, by notice to City, to designate or appoint any person or entity to act as agent or trustee for Ideal Impact for any purposes hereunder.

(f) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(g) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(h) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement.

(i) In the case of any dispute between the Services Contract and this Agreement this Agreement's terms shall prevail.

(j) Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if we have at least ten (10) full time employees, then we, by its execution of this Agreement represent and warrant to the City that Ideal Impact does not boycott Israel and will not boycott Israel during the term of this Agreement.

(k) Pursuant to Texas Government Code Chapters 2274 and 809, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the City that Ideal Impact does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

(l) Pursuant to Texas Government Code Chapter 2274, if this Agreement is valued at \$100,000 or more and if we have at least ten (10) full-time employees, then we represent and warrant to the City that Ideal Impact does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

In WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2024.

Ideal Impact: Ideal Impact, Inc.

Authorized Signature
1245 S Main Street, Suite 140
Grapevine, Texas 76051

Witness Signature: _____

Print Name: _____

Print Title: _____

City: City of Azle

Tom Muir, City Manager
505 W. Main St
Azle, TX 76020

Incumbency Certificate

I, Yael Forgey, do hereby certify that I am the duly elected or appointed and acting City Secretary (Keeper of the Records), of City of Azle, a political subdivision or agency duly organized and existing under the laws of the State of Texas, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named above are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set above their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Ideal Impact Payment Plan Agreement dated as of May 7, 2024 between such entity and Ideal Impact, Inc.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this _____ day of _____, 2024.

By City:

Yael Forgey, City Secretary

EXHIBIT B

>> SCHEDULE OF INSTALLMENT PAYMENTS <<

IDEAL IMPACT PAYMENT PLAN AGREEMENT No. 10666
BY AND BETWEEN

Ideal Impact: Ideal Impact, Inc. and **City:** City of Azle

Schedule Dated as of May 13, 2024

Pmt. No.	Payment Date	Minimum Payment Amount
1	11/27/2024	\$4,350.41
2	2/27/2025	\$4,350.41
3	5/27/2025	\$4,350.41
4	8/27/2025	\$4,350.41
5	11/27/2025	\$4,350.41
6	2/27/2026	\$4,350.41
7	5/27/2026	\$4,350.41
8	8/27/2026	\$4,350.41
9	11/27/2026	\$4,350.41
10	2/27/2027	\$4,350.41
11	5/27/2027	\$4,350.41
12	8/27/2027	\$4,350.41
13	11/27/2027	\$4,350.41
14	2/27/2028	\$4,350.41
15	5/27/2028	\$4,350.41
16	8/27/2028	\$4,350.41
17	11/27/2028	\$4,350.41
18	2/27/2029	\$4,350.41
19	5/27/2029	\$4,350.41
20	8/27/2029	\$4,350.41
21	11/27/2029	\$4,350.41
22	2/27/2030	\$4,350.41
23	5/27/2030	\$4,350.41
24	8/27/2030	\$4,350.41
25	11/27/2030	\$4,350.41
26	2/27/2031	\$4,350.41
27	5/27/2031	\$4,350.41
28	8/27/2031	\$4,350.41
29	11/27/2031	\$4,350.41
30	2/27/2032	\$4,350.41
31	5/27/2032	\$4,350.41
32	8/27/2032	\$4,350.29
Project Total		\$139,213.00

As set forth in Section 3.3, Ideal Impact shall prepare an invoice for each quarter that any amount of the Project Fee remains outstanding. Each invoice will include the amount of the Installment Payment due, calculated as set forth below, and the remaining balance of the Project Fee.

Until the City has paid a total project fee of \$139,213.00 (the "Project Fee") the City shall pay Ideal Impact, or its assigns, each quarter beginning November 27, 2024 an Installment Payment equal to the greater of (a) 80% of the Energy Savings and Rebates (as those terms are defined in the Services Contract from the preceding quarter) or (b) the Minimum Payment Amount set forth on this Exhibit B. 80% of the Energy Savings and Rebates as described in "(a)" above shall be applied to the Project Fee owed to Ideal Impact until the Project Fee is paid in full.

Accepted By City: _____
Tom Muir, City Manager

CERTIFICATE OF PARTIAL ACCEPTANCE

IDEAL IMPACT PAYMENT PLAN AGREEMENT No. 10666 (THE "AGREEMENT")

BY AND BETWEEN

Ideal Impact, Ideal Impact, Inc. and **City**, City of Azle

Dated as of May 7, 2024

1. **PARTIAL ACCEPTANCE:** In accordance with the Agreement and the related Services Contract, City hereby certifies that a portion of the services and/or Property described herein has been received and accepted by City. Accordingly, the City agrees Ideal Impact, Inc. should be or will be paid in accordance with the Exhibit B whether all services or Property has been received or accepted yet.

By City:

Tom Muir, City Manager

For City: City of Azle

ACCEPTED on this the _____ day of _____, 2024.

2. **PROPERTY:**

Energy Conservation Project - SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows-

PRIMARY USE- Energy Conservation

4. **PROPERTY LOCATION:**

Throughout the City of Azle, TX

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

City of Azle
PO Box 1378
Azle, TX 76098

CERTIFICATE OF FINAL ACCEPTANCE

IDEAL IMPACT PAYMENT PLAN AGREEMENT No. 10666 (THE "AGREEMENT")

BY AND BETWEEN

Ideal Impact, Ideal Impact, Inc. and **City**, City of Azle

Dated as of May 7, 2024

1. **ACCEPTANCE:** In accordance with the Agreement, City hereby certifies that all of the Property described herein (i) has been received by City, (ii) has been thoroughly examined and inspected to the complete satisfaction of City, (iii) has been found by City to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by City, (v) has been found to be and is wholly suitable for City's purposes, and (vi) is hereby unconditionally accepted by City, in the condition received, for all purposes of this Agreement, (vii) the City agrees Ideal Impact, Inc. should be or will be paid for any and all services or Property all in accordance with the Agreement.

By City:

Tom Muir, City Manager

For City: City of Azle

ACCEPTED on this the _____ day of _____, 2024.

2. **PROPERTY:**

Energy Conservation Project - SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows-

PRIMARY USE- Energy Conservation

4. **PROPERTY LOCATION:**

Throughout the City of Azle, TX

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

City of Azle
PO Box 1378
Azle, TX 76098



Presenter: Matthew Sommerfield, Golf Course General Manager

Agenda Item: Cross Timbers Golf Course - Winterkill

Background and Explanation:

Staff will provide a presentation on the effects of last summer's drought and the past winter's cold temperatures and winds on the golf course's conditions.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. Cross Timbers Winterkill.



Course Discussion

What is Winterkill?

Winterkill is a catch-all term describing winter injury to turfgrass that occurs through a variety of mechanisms such as ice suffocation, crown hydration, low-temperature injury and desiccation. Identifying the exact cause of winterkill is difficult because winterkill may be caused by one mechanism or could result from a combination of mechanisms that act simultaneously or occur at multiple times during winter.











Can Winterkill be prevented?

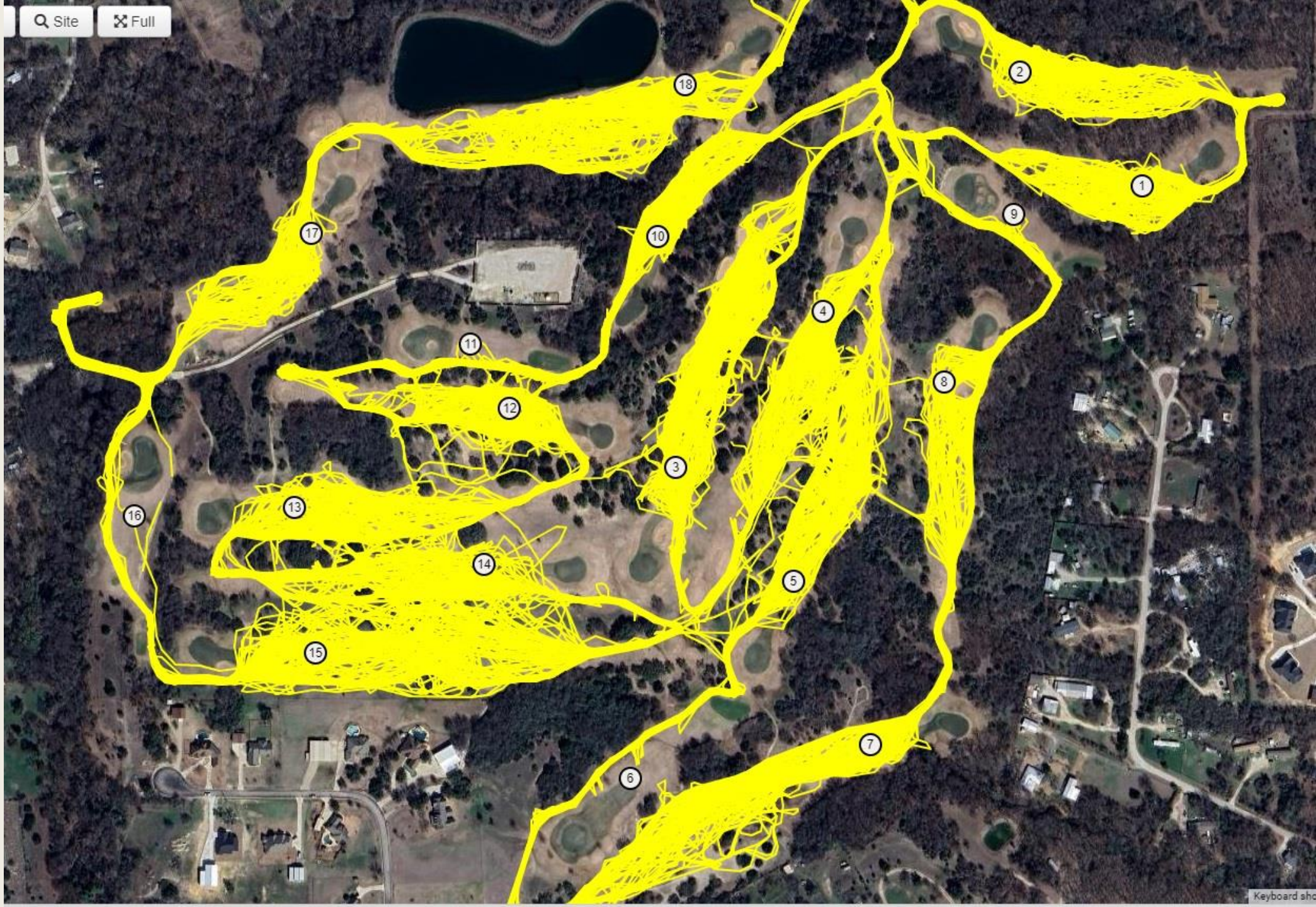
Golf course superintendents are not able to prevent winterkill, but they can implement a variety of programs that give turfgrass playing surfaces the best chance of surviving winter. Common strategies include raising mowing heights during fall, reducing shade and improving drainage. In southern areas, covering bermudagrass putting greens prior to the arrival of extremely cold weather is a critical protection strategy that can prevent lasting damage.

What are the most effective recovery programs?

Winterkill damage can range from minor to severe, and golf course superintendents use a variety of methods to repair the damage. Weak areas of turf may recover with fertilization and traffic restrictions, but dead areas must be re-established with seed, sod or sprigs.

Why Cross Timbers suffered Winterkill

- 2 years of drought coupled with 2 significant winter events.
- 40+ mph north winds while temps were below 10 degrees with no moisture.
- No greens covers to protect greens.
- A record amount of play and cart traffic:
 - (47,000 rounds in 2023)



#3

- Re-sprig fairway, rough, and green.
- Will be played as a par four with a temporary green.
- Will be ready for play September 1st.







#4

- Re-sprig and sod damaged parts of the green and collar.
- 30-day temporary green.



#5

- Re-sprig entire green.
- Temporary green.
- Will be ready for play September 1st.





#6

- Re-sprig entire green.
- Temporary green.
- Will be ready for play September 1st.
- Move good turf to #4 and #8.





#10

- Re-sprig entire green and approach.
- Will be played as a par 3 with a temporary green.
- Will be ready for play September 1st.
- Move minimal good turf to #11.





#11

- Re-sprig and sod damaged parts of the green and collar.
- 30-day temporary green.





#13

- Re-sprig and sod damaged parts of the green and collar.
- 30-day temporary green.





Additional repairs

- Small areas on greens (8 & 17) will be sodded or sprigged.
- All bare areas that don't recover in fairways and roughs will be sodded or sprigged.
- Greens will be addressed first.
- The goal is to have everything back in play by September 1st.













Expense

- \$65,000
- Includes grass, fertilizer, and equipment purchase and rental.
- All labor in house.

Reduced Rates

Course Rates	Monday - Friday	Saturdays, Sundays & Holidays
Open - 12:00pm CDT	\$40	\$50
12:01pm - 2:59pm CDT	\$35	\$45
Twilight - After 3:00pm CDT	\$25	\$35
Senior (60+), Military, or Student (13-22 W/ College Id)	\$35	\$45
City of Azle Resident	\$35	\$45
Juniors (12 Years Old And Under)	\$30	

How we are funding the project

- \$25,000 – Private Club
- Budget Transfer or Mid Year adjustment.
- IF NEEDED - Use funds allocated for the driving range renovation and delay it one year.

Effect on Revenue

- There is really no way to forecast the % of revenue loss.
- We are currently \$81,000 better than revenue budget for the 23/24 fiscal.
- Adjust operations as needed.
- The goal is to have everything thing open by September 1st.
- Cross Timbers will be back and better than ever!

Questions