



City of Azle Regular Meeting Agenda City Council

505 W. Main Street
Azle, Texas 76020

May 21, 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

Steve Sandfort, Senior Pastor of The Edge Church

PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

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

ACTION ITEMS

1. Consider any action on the May 7, 2024 regular council meeting minutes and the May 14, 2024 special meeting minutes.

Yael Hoffman, City Secretary

2. Consider a petition for release from the City's Extraterritorial Jurisdiction (ETJ) for property legally described as a tract of land situated in the John N. Rash Survey, Abstract No. 1126, Parker County, Texas, being all of Tract One and Tract Two, in deed to Sherrell Elaine Welch, recorded in Clerks File No. 201724399, Real Records, Parker County, Texas and addressed as 12421 S FM 730.

David Hawkins, Director of Planning and Development

3. 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

4. Consider any action approving the Façade and Signage Improvement Program application for Tyler A. Harden, Attorney, P.C. at 415 W. Main St.

David Hawkins, Director of Planning and Development

5. Consider any action approving the Façade and Signage Improvement Program application for

Falcon Smoke Shop at 132 Park Place.

David Hawkins, Director of Planning and Development

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

Ben Hall, Police Chief

7. Consider any action making appointments to the Beautification Board.

Tom Muir, City Manager

DISCUSSION ITEMS

8. Short term rentals

Tom Muir, City Manager

9. Possible ordinance regarding residency requirements of registered sex offenders.

Tom Muir, City Manager

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

ADJOURNMENT

I, the undersigned authority, do hereby certify the above Agenda was posted at City Hall on 05/17/2024, 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 May 7, 2024 regular council meeting minutes and the May 14, 2024 special meeting minutes.

Background and Explanation:

Procedural.

Board/Commission/Committee Recommendation:

Staff Recommendation:

Attachments:

1. 05-07-2025 - Minutes.
2. 05-14-2024 Minutes.



MINUTES

Regular Meeting

Azle City Council

505 W. Main Street
Azle, Texas 76020

May 7, 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 Stacy Peek
Councilmember Amy Estes
Councilmember Rouel Rothenberger
Councilmember Brian Conner

Members Absent:

Councilmember Derrick Nelson

Staff Present:

Tom Muir	City Manager
Lawrence Bryant	Assistant City Manager
Yael Forgey	City Secretary
Susie Hiles	Assistant to the City Manager
Andrea Russell	City Attorney
David Hawkins	Director of Planning and Development
Jennifer Walls	Purchasing Agent
Kristen Pegues	Community and Marketing Specialist
Ben Hall	Police Chief
Will Scott	Fire Chief
Lee Godbold	Assistant Fire Chief
Matthew Sommerfield	Golf Course Manager
Jason Wiedeman	Golf Course Superintendent
Rick White	Public Services Director

INVOCATION

Creighton Morris, Discipleship Pastor - First Baptist Church Lakeside, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance

PUBLIC PARTICIPATION

Harvey Heath - 257 Mountain View Drive - Requested the council to review drainage issues on his street.

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**

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

ACTION ITEMS

2. Consider any action on the April 16, 2024 regular council meeting minutes.

Councilmember Rothenberger moved to approve the April 16, 2024 regular council meeting minutes, as presented. Mayor Pro Tem Goode seconded the motion.

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

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.

Councilmember Rothenberger moved to approve the request by the Azle Area Ministerial Alliance to utilize Central Park; a fire truck; a waiver of the fees charged for Fire Department personnel and equipment; a waiver of fees for the rental of the Pavilion and Amphitheater; approving a Council Variance allowing the issuance of a fireworks permit and a waiver of the fireworks permit fee contingent on all requirements being met for the "Follow the Flag" event on July 4, 2024, as presented. Councilmember Estes seconded the motion.

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

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

Councilmember Peek moved to award the bid for Process Chemicals - polymer blend solution for the Wastewater Treatment Plant (Bid No. 2024-005R) to Polydyne Inc. in the amount of \$28,188. Councilmember Rothenberger seconded the motion.

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

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.

Mayor Brundrett recognized Planning and Development Director David Hawkins, who explained the variance request and invited the property owner, Mr. Hancock, to provide more details about the requested variance.

Councilmember Rothenberger moved to approve the 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, as presented. Mayor Pro Tem Goode seconded the motion.

Yes: (5) Alan Brundrett, Randa Goode, Amy Estes, Stacy Peek, Rouel Rothenberger

No: (1) Brian Conner

- 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.**

Mayor Brundrett recognized Planning and Development Director David Hawkins, who explained the variance request and invited the property owner, Mr. Hancock, to provide more details about the requested variance.

Councilmember Conner moved to deny 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 are located on the east and south sides of Kimbrough Road and west of Stribling Drive, as presented. Mayor Pro Tem Goode seconded the motion.

Yes: (5) Alan Brundrett, Randa Goode, Amy Estes, Stacy Peek, Brian Conner

No: (1) Rouel Rothenberger

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

Councilmember Estes moved to approve the Façade and Signage Improvement Program application for Froz-Zone at 128 Park Place in the amount of \$1,750. Councilmember Peek seconded the motion.

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

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

Councilmember Rothenberger moved to approve the Façade and Signage Improvement Program application for 2HM Investments at 233 W. Main St in the amount of \$10,000. Mayor Pro Tem Goode seconded the motion.

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

- 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**

Mayor Brundrett recognized City Manager Tom Muir who invited Noah Hines from Ideal Impact Inc. to give a detailed presentation on how they can help the City reduce energy usage of HVAC systems.

Councilmember Conner moved to authorize the City Manager to execute a services contract with Ideal Impact, Inc. for equipment to reduce energy usage of HVAC systems, as presented. Councilmember Rothenberger seconded the motion.

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

- 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**

Councilmember Rothenberger moved to authorize the City Manager to execute a payment plan agreement with Ideal Impact, Inc. for equipment to reduce energy usage of HVAC systems, as presented. Councilmember Peek seconded the motion.

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

DISCUSSION ITEMS

- 11. Cross Timbers Golf Course - Winterkill**

Mayor Brundrett recognized Golf Course Manager Matthew Sommerfield who gave a detailed presentation on the winterkill damage at Cross Timbers Golf Course and plans for repairs.

ITEMS TO BE PLACED ON FUTURE MEETING AGENDAS

- Code Enforcement update
- Beautification Board applications
- Parking Lot ordinance

MAYOR/COUNCIL COMMENTS OF COMMUNITY INTEREST

- 05-10-2024 - Music in the Park - Elevation Band
- 05-11-2024 - City-wide cleanup
- 05-14-2024 - Special Council meeting to canvass the May 4, 2024 election

EXECUTIVE SESSION

Mayor Brundrett convened to Executive Session at 8:39 PM.

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.

**Mayor Brundrett reconvened to open meeting at 8:52 PM.
No action was taken.**

ADJOURNMENT

Mayor Brundrett adjourned the meeting at 8:53 PM.

Presented and approved on 05-21-2024.

Alan Brundrett, Mayor

Attest:

Yael Hoffman, TRMC, CMC
City Secretary



MINUTES
Special Meeting
Azle City Council

505 W. Main Street
Azle, Texas 76020

May 14, 2024

6:00 PM

Council Chambers

CALL TO ORDER

Mayor Brundrett called the meeting to order at 6:04 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
Yael Forgey	City Secretary

PLEDGE OF ALLEGIANCE

Mayor Brundrett led the Pledge of Allegiance

PUBLIC PARTICIPATION

None.

ACTION ITEMS

1. **Consider any action approving Resolution No. 2024-09 canvassing the returns and declaring the results of the General Election held May 4, 2024.**
 - **Certificate of Election**
 - **Written Statements of elected officer and Oath of Office.**

Councilmember Peek moved to approve Resolution No. 2024-09, canvassing the returns and declaring the results of the General Election held May 4, 2024, as presented. Councilmember Conner seconded the motion.

Councilmember Place1, Derrick Nelson

Councilmember Place 2, Amy Estes

Councilmember Place 5, Rouel Rothenberger

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

Mayor Brundrett swore in returning council members Derrick Nelson, Amy Estes and Rouel Rothenberger.

2. Consider any action on the election of the Mayor Pro Tem for a one-year term (2024-25).

Councilmember Peek recommended re-electing Randa Goode as Mayor Pro Tem for a one-year term (2024-25). Councilmember Nelson seconded the motion.

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

ADJOURNMENT

Mayor Brundrett adjourned at 6:13 PM.

Presented and approved on 05-21-2024.

Alan Brundrett, Mayor

Attest:

Yael Forgey, TRMC, CMC
City Secretary



Presenter: David Hawkins, Director of Planning and Development

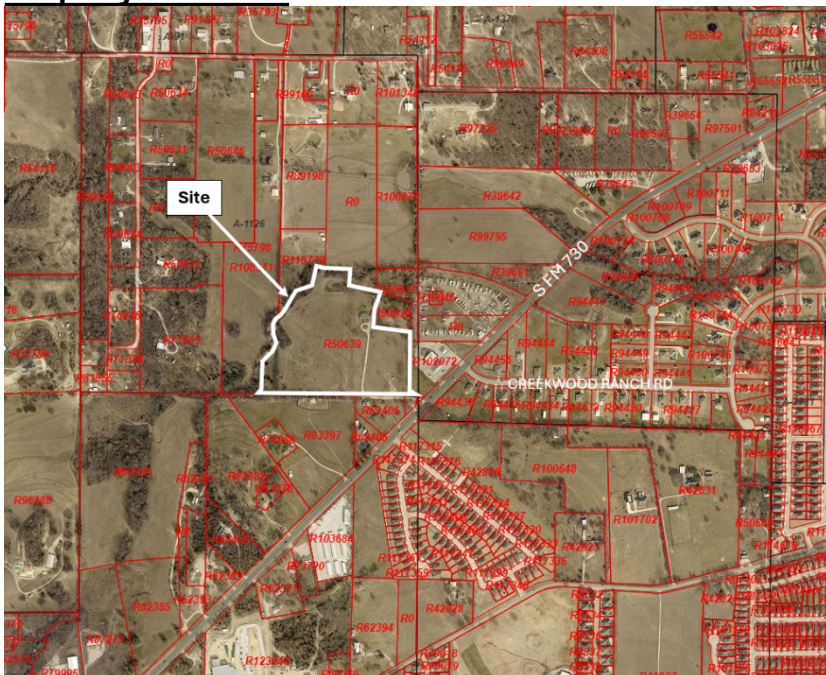
Agenda Item: Consider a petition for release from the City's Extraterritorial Jurisdiction (ETJ) for property legally described as a tract of land situated in the John N. Rash Survey, Abstract No. 1126, Parker County, Texas, being all of Tract One and Tract Two, in deed to Sherrell Elaine Welch, recorded in Clerks File No. 201724399, Real Records, Parker County, Texas and addressed as 12421 S FM 730.

Background and Explanation:

The 2023 Texas State Legislative session passed a new Senate Bill (SB 2038) which grants residents and property owners to submit a petition to be released from a City's Extraterritorial Jurisdiction (ETJ) with an effective date of September 1, 2023. A petition that meets all requirements of SB 2038 and the Texas Election Code must be approved for release by the City. The City Council approved an ordinance (Ord. No. 2023-23) on November 7, 2023, which adopted procedures and established a fee for processing any future petitions and verifying compliance with State statutes.

This is the first official request for release from the City's ETJ since the adoption of the ETJ Release ordinance. This request is for a 20.01-acre tract of land located on the north side of S FM 730 within Parker County. The property is predominately undeveloped with a single-family residence and other smaller structures.

Property Location:



Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

This ETJ Release request meets the requirements of SB 2038 and the City's ordinance. Staff forwards this request to the City Council for approval.

Attachments:

1. ETJ Release Petition & Exhibits - 12421 S FM 730 (Welch)

PETITION FOR REMOVAL FROM THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF AZLE, PARKER
COUNTY, TEXAS

I, Sherrell Elaine Welch, the undersigned, am the owner of a tract of land which is contiguous and adjacent to the Extra Territorial Jurisdiction of the City of Azle, Parker County, Texas. The property is identified in metes and bounds attached herein as "Exhibit A".

Petitioner is requesting that the property described in "Exhibit A" be removed from the Extra Territorial Jurisdiction of the City of Azle, Parker County, Texas, in accordance with Senate Bill 2038, a state bill made effective September 01, 2023.

Signed and executed this the 11th day of April, 2024.

Sherrell E Welch

Sherrell Elaine Welch

Before me, the undersigned authority, on this day personally appeared, Sherrell Elaine Welch, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 11th day of April, 2024.

QB
Notary Public

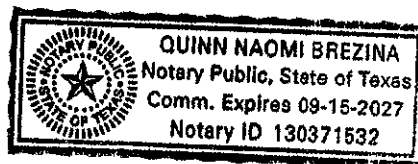


Exhibit A

Description for a tract of land situated in the JOHN N. RASH SURVEY, Abstract No. 1126, Parker County, Texas, said tract being all of Tract One and Tract Two, in deed to Sherrell Elaine Welch, recorded in Clerks File No. 201724399, Real Records, Parker County, Texas, and being more particularly described as follows:

COMMENCING from a 1" axle found, said axle being by deed call, N 89°16'39" W, 1071.12 feet from the Southeast corner of said JOHN N. RASH SURVEY;

thence N 89°16'12" W, 166.84 feet to a point in the approximate center of a ravine for the POINT OF BEGINNING;

thence with the approximate center of said ravine, the following calls:

N 18°21'48" E a distance of 40.46 feet;

N 01°05'55" E a distance of 207.04 feet;

N 22°00'38" E a distance of 285.67 feet;

N 19°11'59" E a distance of 130.49 feet;

N 65°10'36" E a distance of 43.34 feet;

N 30°08'21" E a distance of 178.35 feet;

N 70°17'18" E a distance of 129.33 feet;

N 12°33'57" E a distance of 157.28 feet;

S 83°54'19" E a distance of 244.23 feet;

thence S 00°38'33" E, at 20.02 feet passing a 1/2" reference iron found and continuing in all, a distance of 128.18 feet to a 1/2" iron found;

thence S 79°45'27" E a distance of 269.09 feet to a 1/2" iron found;

thence S 18°35'05" W a distance of 155.94 feet to a 1/2" iron found;

thence S 02°04'49" W a distance of 108.60 feet to a 1/2" iron found;

thence S 83°42'12" E a distance of 276.09 feet to a 1/2" iron found;

thence S 05°14'57" E a distance of 158.75 feet to a 1/2" iron found;

thence S 00°17'46" E a distance of 371.66 feet to a 1/2" iron set;

thence N 89°16'12" W, at 1031.12 feet passing a 1" axle found and continuing in all, a distance of 1197.96 feet to the POINT OF BEGINNING and containing 20.01 acres of land.

VOL. 1388, PG. 453, D.R.P.C.T.

Description for a 20.01 acre tract of land out of the JOHN N. RASH SURVEY, Abstract No. 1126, Parker County, Texas, said tract being all of that certain tract of land recorded in Vol. 1890, Pg. 615, D.R.P.C.T., and all of that certain tract of land recorded in Vol. 1619, Pg. 752, D.R.P.C.T.;

COMMENCING from a 1" axle found, said axle being by deed call, N 89°16'39" W, 1071.12 feet from the Southeast corner of said JOHN N. RASH SURVEY, thence N 89°16'12" W, 166.84 feet to a point in the approximate center of a ravine for the POINT OF BEGINNING;

THENCE with the approximate center of said ravine the following calls:

N 18°21'48" E, 40.46 feet to a point;
N 01°05'55" E, 207.04 feet to a point;
N 22°00'38" E, 285.67 feet to a point;
N 19°11'59" E, 130.49 feet to a point;
N 65°10'36" E, 43.34 feet to a point;
N 30°08'21" E, 178.35 feet to a point;
N 70°17'18" E, 129.33 feet to a point;
N 12°33'57" E, 157.28 feet to a point;
S 83°54'19" E, 244.23 feet to a point;

THENCE S 00°38'33" E, at 20.02 feet passing a 1/2" ref. iron found and continuing in all, 128.18 feet to a 1/2" iron found;

THENCE S 79°45'27" E, 269.09 feet to a 1/2" iron found;

THENCE S 18°35'05" W, 155.94 feet to a 1/2" iron found;

THENCE S 02°04'49" W, 108.60 feet to a 1/2" iron found;

THENCE S 83°42'12" E, 276.09 feet to a 1/2" iron found;

THENCE S 05°14'57" E, 158.75 feet to a 1/2" iron found;

THENCE S 00°17'46" E, 371.66 feet to a 1/2" iron set;

THENCE N 89°16'12" W, at 1031.12 feet passing a 1" axle found, and continuing in all, 1197.96 feet to the POINT OF BEGINNING and containing 20.01 acres of land.

FIELD NOTES INGRESS & EGRESS EASEMENT

Description for an ingress and egress easement out of the JOHN N. RASH SURVEY, Abstract No. 1126, and the SARAH ANN DODSON SURVEY, Abstract No. 363, Parker County, Texas, said easement being the same easement recorded in Vol. 1619, Pg. 752, D.R.P.C.T.

BEGINNING at a fence post at the called Southeast corner of said JOHN N. RASH SURVEY;

THENCE N 89°16'32" W, 39.78 feet to a 1/2" iron set;

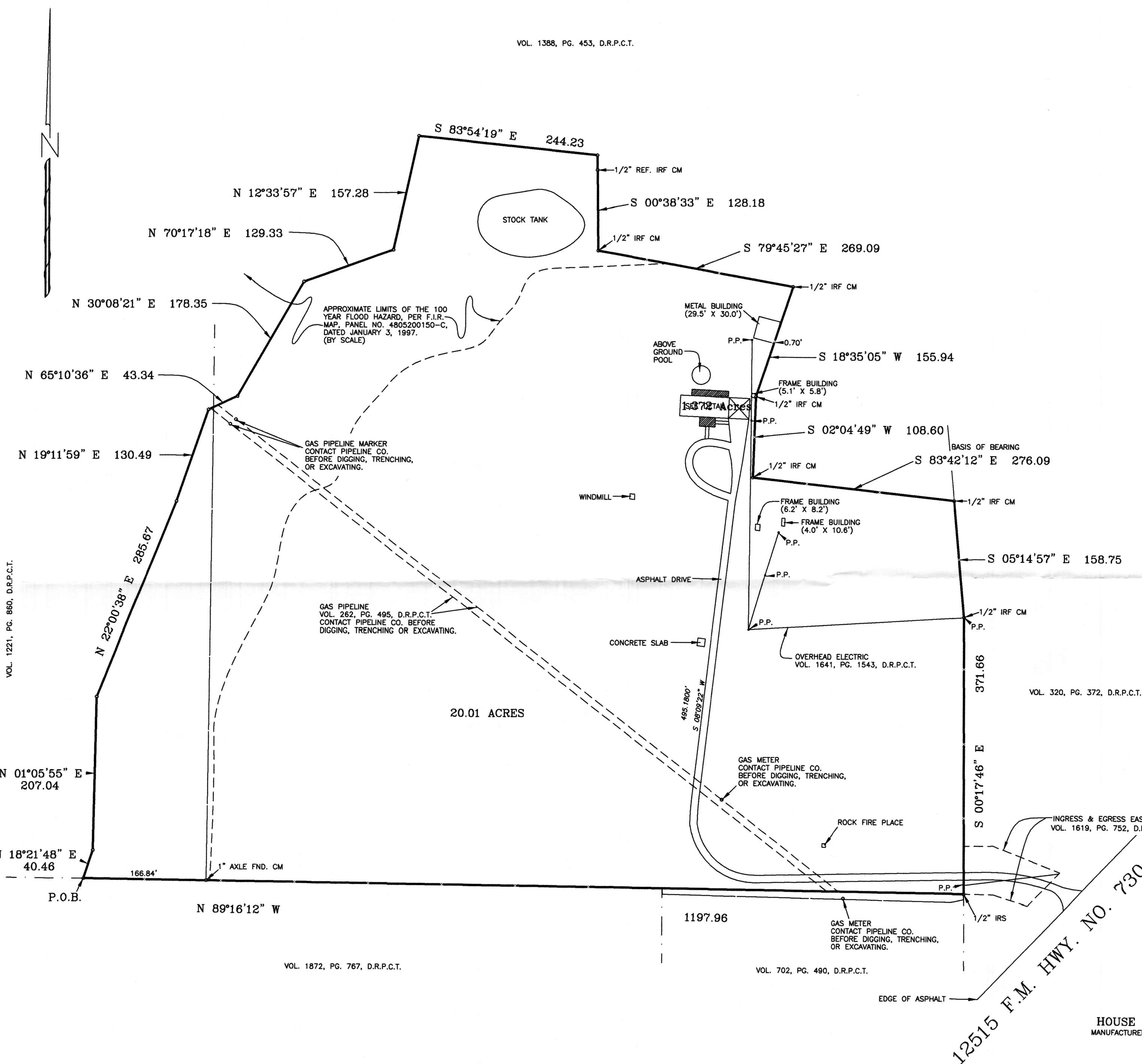
THENCE N 00°18'06" W, 64.35 feet to a point;

THENCE N 89°41'54" E, 39.77 feet to a point;

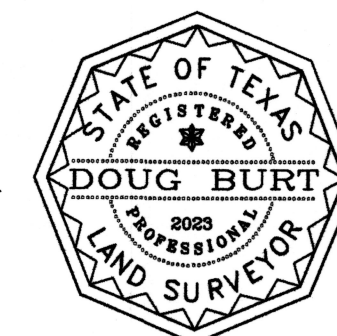
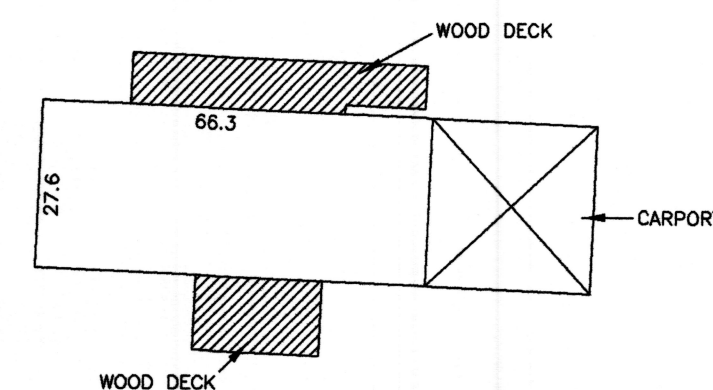
THENCE S 68°46'00" E, 97.43 feet to a point in the West line of F.M. Hwy. No. 730 South;

THENCE S 44°27'00" W, with the West line of said F.M. Hwy. No. 730 South, 62.70 feet to a point;

THENCE N 72°09'44" W, 48.92 feet to the POINT OF BEGINNING of said easement.



HOUSE DETAIL MANUFACTURED RESIDENCE



COPYRIGHT 11/MARCH/2002 BY DKB & ASSOCIATES, LLC

THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY TITLE NATIONAL TITLE CO., O.P. NO. 342250-P-0008. THIS SURVEY IS BEING PROVIDED SOLELY FOR THIS TRANSACTION BETWEEN JOHN R. CHAPMAN AND KATHLEEN S. CHAPMAN AND BRIAN M. LANGFORD AND CHRISTEN Y. LANGFORD AND THAT NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED, TO COPY THE SURVEY EXCEPT AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY IS PROVIDED.

I, DOUG BURT, REGISTERED PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT THIS SKETCH REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINES, DIMENSIONS AND AREA OF THE LAND INDICATED THEREON. THE LOCATION OF ALL VISUAL IMPROVEMENTS, EASEMENTS AND ENCROACHMENTS ARE AS SHOWN.

Doug Burt

DKB &
ASSOCIATES, LLC
323 E. HWY. NO. 199
SPRINGTOWN, TEXAS, 76082
220-5888 FAX: 220-2676

NOTE: THE EASEMENT RECORDED IN VOL. 262, PG. 495, D.R.P.C.T., IS A BLANKET EASEMENT, THEREFORE DOES AFFECT THROUGH INGRESS AND EGRESS, CONTACT PIPELINE CO. BEFORE DIGGING, TRENCHING, OR EXCAVATING.

NOTE: THE BEARINGS HEREON WERE CORRELATED BETWEEN TWO FOUND MONUMENTS ON THE NORTHERLY LINE OF VOL. 1619, PG. 752, D.R.P.C.T.



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:

On May 7, 2024, the City Council denied a driveway variance request for these properties. There is no time limitation for submitting another variance request within the Subdivision Ordinance after a denial by the City Council (Zoning Ordinance has 180 days). The owner of 500 and 700 Kimbrough Road has submitted another variance request 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 one (1) shared driveway to serve 2 residential lots (Lots 1R2 & 1R3) and a single driveway for the southernmost lot (Lot 1R1).

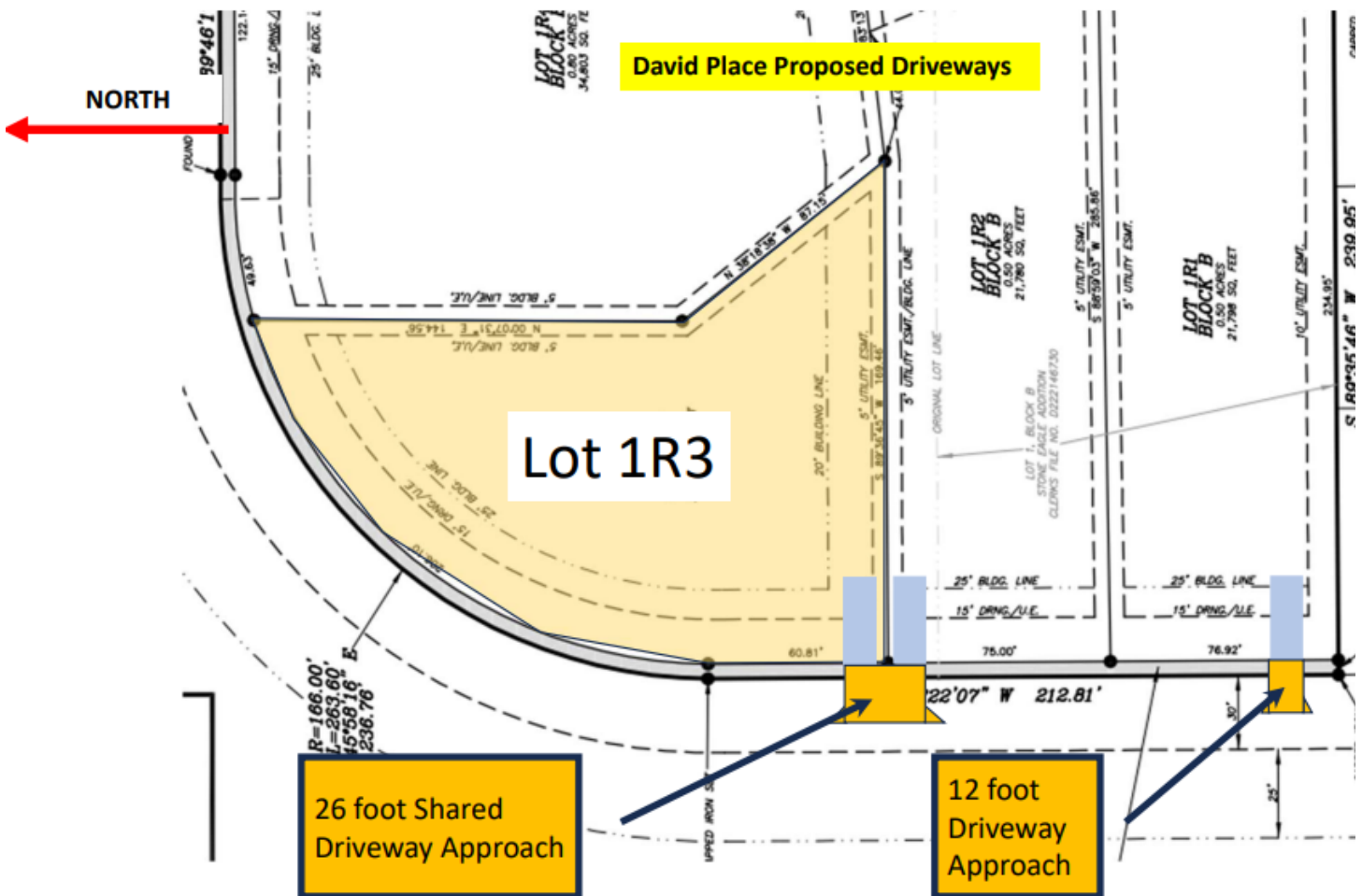
The fee amount for the variance request application is \$325. The applicant has also requested the City Council to consider refunding this variance fee request as part of this application.

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.



Proposed Location of Driveways:



Drawing #3

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 5-13-2024
2. David Place - Driveway Variance Drawings 5-13-2024
3. 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 Lot 1R3 and Lot 1R2 to utilize a shared driveway approach of 26 feet to serve two individual driveways and Lot 1R1 to have a single 12-foot driveway approach to serve one driveway, see Drawing 3. If this variance is granted, it will be stipulated on the plat that each lot will have a paved or concrete surface for maneuvering so as not to require backing onto Kimbrough Road, a 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.
- In addition, a request is made for a refund of the \$325 fee for this second variance. This is basically the same variance request as submit previously with a different driveway option to the single shared driveway for all three lots.

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

1. A driveway to serve a home on Lot 1R3 would need to be located near the property line between lot 1R3 and 1R2, see Drawing 2. This would allow the driveway to be located as far away as possible from the curve in Kimbrough Road adjacent to Lot 1R3.
2. A shared 26-foot driveway approach is proposed at the property line between lot 1R3 and 1R2 to provide access to individual driveways for each of these lots, see Drawing 3. This share driveway approach and driveways are shown on Drawing 4.

3. 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.
4. The existing house at 700 Kimbrough Road on Lot 1R4 currently has a paved driveway with a turnaround.
5. With the addition of two new lots on Kimbrough, they will not impact the traffic on Kimbrough Road, a collector street, whether there are two driveways or one shared driveway.
6. 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. 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 three 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 the driveway configuration proposed. This is not desirable since the City of Azle desires to preserve existing trees.
 - i. Twelve trees will be required to be removed with
 1. Average Diameter – 13.0 Inches
 2. Diameter Range – 6.0 to 20.0 Inches

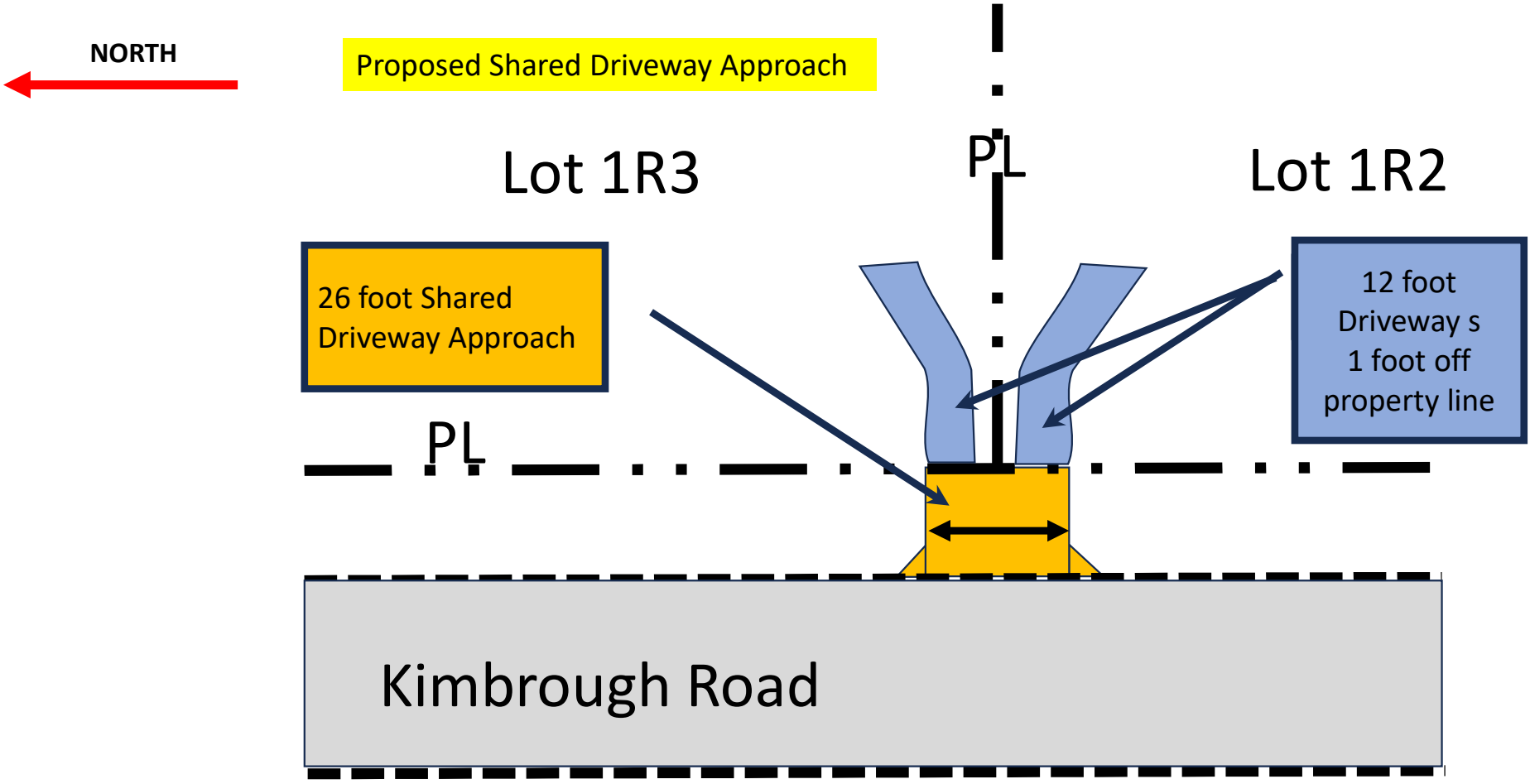
NORTH



Drawing #1

Dimensions are approximate.





Drawing #4



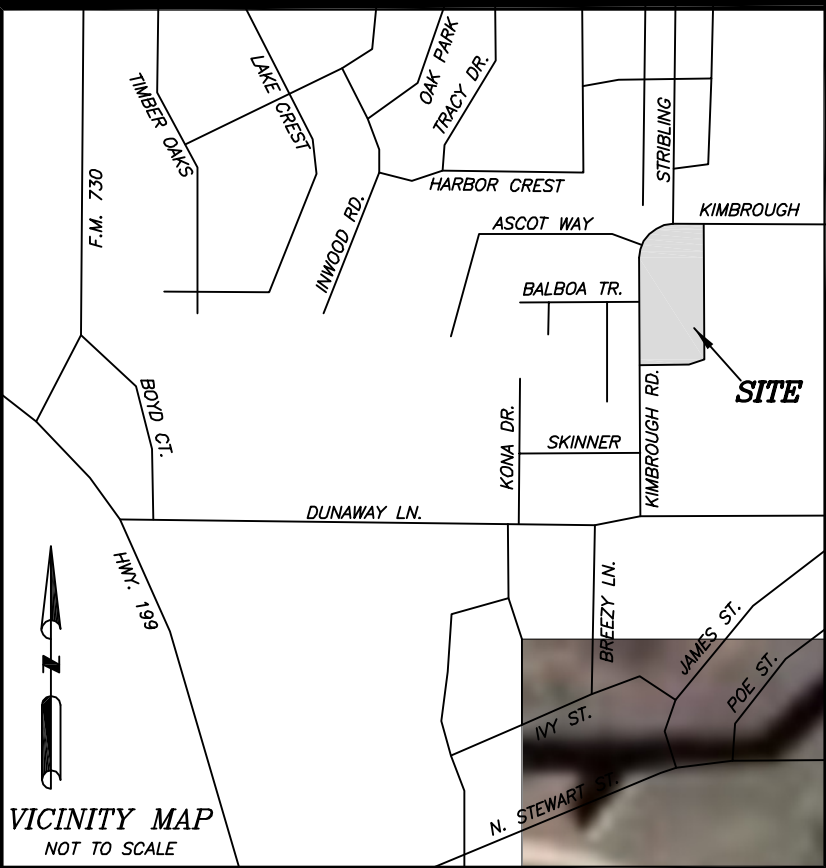
Drawing #5

Dimensions are approximate.



Drawing #7

Dimensions are approximate.



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 Tyler A. Harden, Attorney, P.C. at 415 W. Main St.

Background and Explanation:

The applicant has submitted a request for new signage for his business at 415 W. Main St. For this FSIP request, the applicant is proposing two (2) attached building signs and signage on the front door facing W. Main St. There is a proposed interior sign in this signage quote, but this sign does not qualify for FSIP funding and is not included in this request. There are other exterior improvements planned to the building (painting and cleaning of front and side walls) but are not being requested for this FSIP.

The total cost of all signage for this FSIP grant is \$7,700. The applicant is requesting a grant in the amount of \$3,850 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. Tyler Harden Packet

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 Tyler A. Harden	Date
Business Name Tyler A. Harden, Attorney, P.C.	
Mailing Address 415 W. Main Street, Azle, TX 76020	
Contact Phone 817-444-9024	
Email Address tyler@tylerhardenlaw.com	
Building Owner (if different than applicant) HFREI LLC	
Project Site/ Address 415 W. Main Street, Azle, TX 76020	County Parker

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)

1. Painting the front covered area of the entrance to the building
 2. Cleaning side of bldg facing city hall to make it look better
 3. New signage - on building and on front door
-
-
-
-
-

How will this project benefit the community?

It will give a better presentation to the public as to what businesses are on Main Street and enhance the overall appearance of Main Street.

General Project Expenditures	Total Estimated Costs	50% Grant Requested
Façade/Building Rehab	\$1,130.00	\$565.00
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	\$8,335.25 + electrical	\$4,167.62
Total	\$7,700.00	\$3,850.00

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

Request Total	\$4,732.62
---------------	-----------------------

\$3,850.00

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

Tyler A. Harden for Tyler A. Harden, Attorney, P.C. (Tenant)

Tyler A. Harden

4/25/2024

Applicant Signature

Date

Tyler A. Harden for HFREI, LLC (Landlord/Owner)

Tyler A. Harden

4/25/2024

Property Owner Signature

Date

Application Checklist

- ✓ Completed application with details of planned improvements
- ✓ Copies of bids
- ✓ Photographs of existing building conditions

Return completed application with necessary attachments and signature to:

City of Azle - Economic Development Office
505 W Main Street
Azle, TX 76020

Mailing Address:
PO Box 1378
Azle, TX 76098

If you have any application questions, please contact the Economic Development Director at 817-444-7076



DESIGN | MANUFACTURE | MANAGE | INSTALL
2633 BLUE MOUND RD W, HASLET, TX 76052

PROPOSAL

240347-01

Date: 04/11/2024

Expires: 05/11/2024

Drawing Numbers:

Project: Alamo Title-Tyler Harden Attorney
415 W. Main St.
Azle, TX 76020

Client: Alamo Title Corp
4841 Merlot Ave #440
Grapevine, TX 76051

Contact: AMANDA CLOWER 817-770-8003 AMANDA.CLOWER@ALAMOTITLE.COM

We are pleased to offer this proposal for the following services at the above location.

Project Description:

Item Total:

Fab one letter set per drawing #N-01	\$3,312.00
Fab nonlit letter set per drawing # N-02	\$1,410.00
Fab door vinyl per drawing #N-03	\$148.00
Fab interior letters per drawing #N-04	\$624.00
Remove Stewart Title signs & Install	\$2,380.00
Permit Admin Fee	\$450.00

Request is for the highlighted expenses.

Permit @ cost added to the final invoice

Deposit Rate: 50%
Deposit: \$4,505.37

Subtotal: \$8,324.00
Tax: \$686.73
Total: \$9,010.73

THE PROPOSAL DOES NOT INCLUDE PERMIT FEES

Warranty: One (1) year of material and labor

- **Payment Terms: 50% Deposit to begin all work. Final 50% due upon completion**
- Proposal valid for 30 Days
- Permit fees and stamped engineering fees (if required) are not included in the proposal and will be included on the final invoice if applicable.
- All sketches, concept drawings, mechanicals, original art, and materials other than signs originated by Willow Creek Signs, Inc. will remain Willow Creek Signs, Inc. property.
- The above proposal dollars are minimum estimates for design and sign work only. All changes and/or time additions, delays caused by Customer, overtime, special consultations, and all other expenses that cannot be estimated accurately in advance will be billed as a separate charge unless otherwise noted within the proposal.
- **UNFORSEEN BELOW GRADE OBSTRUCTION CLAUSE:** Willow Creek Signs is not responsible for unforeseen below-grade obstructions other than municipal utilities. This includes but is not limited to: backfill debris, rock, water and sewer lateral lines, pre-existing foundations, sprinkler systems, and electrical service. Please inform your Willow Creek Signs project manager of all known conditions. Additional charges for rock drilling, backfill debris, water intrusion and any other non standard conditions encounter during the pier drilling process will be added to the invoice.
- Willow Creek Signs is not responsible for any landscaping restoration required due to the installation vehicles or equipment unless otherwise addressed in above proposal. Any costs to repair landscaping, sprinklers or any other damage to the ground or property is the responsibility of the customer.
- The customer agrees to provide all primary electrical service (120V Unless Otherwise Agreed) and connection to the sign including timers, photocells, switches, and any other controls at the Customers expense
- It is the customer's responsibility to verify that all the information indicated in the proposal is in agreement with that of the information shown on the concept drawing prior

Salesperson: David Flory

Buyer _____ Seller df



DESIGN | MANUFACTURE | MANAGE | INSTALL
2633 BLUE MOUND RD W, HASLET, TX 76052

PROPOSAL

240347-01

Date: 04/11/2024
Expires: 05/11/2024
Drawing Numbers:

Project: Alamo Title-Tyler Harden Attorney
415 W. Main St.
Azle, TX 76020

Client: Alamo Title Corp
4841 Merlot Ave #440
Grapevine, TX 76051

Contact: AMANDA CLOWER 817-770-8003 AMANDA.CLOWER@ALAMOTITLE.COM

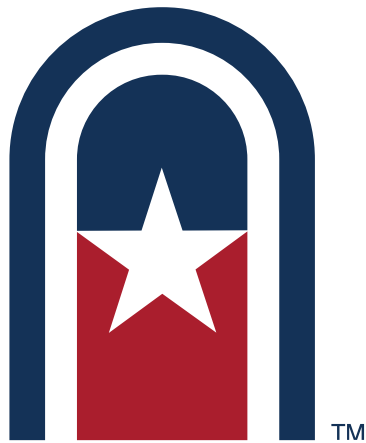
to signing either document. This would include but is not limited to, sign size, color, verbiage, voltage, and electronic message center specifications if applicable, etc.

- Charges in excess of the original installation costs may be incurred if additional trips to the site are required for installation done in phases.
- A 3.0% processing fee will be added to the invoice total if paid by credit card.
- The above prices are based upon quantities and design(s) indicated and must be accepted as a whole. Line items are not sold separately. Any change in quantity and/or design will result in a corresponding price adjustment.
- The proposal is contingent upon field survey to verify access behind the wall for installation and future service of transformers, power supplies, and secondary wiring
- Customer to supply camera-ready or digital artwork. Digital artwork must have all text in a "closed paths" or "outlined" format and bitmapped images must be in a "vectored" format. Artwork not meeting these minimum requirements will incur additional charges to be converted by Willow Creek Signs into a usable format.
- All signs, products, or other provided services remain the property of Willow Creek Signs whether installed or delivered until final invoice payment has been made. Willow Creek Signs reserves the right to repossess or remove the installed sign, product or service from the customers' premises if payment is not received in accordance with the proposal terms. If a sign, product or service is repossessed or removed the customer will be required to pay for the removal, re-install, and original monies owed prior to re-installation of the sign, product or service.
- Our standard lead time is 6-8 weeks. We are experiencing numerous material shortages that are affecting our production schedule. This is a nation-wide phenomenon affecting all manufacturing companies. If your project is affected we will inform you as soon as we are aware of the shortage.

David Flory
dmflory@signrush.com
817-401-4992

Salesperson: David Flory

Buyer's Acceptance	_____	Title	_____	Date	_____
Seller's Acceptance	<u>David Flory</u>	Title	President	Date	4/11/24



Alamo **TITLE**



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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

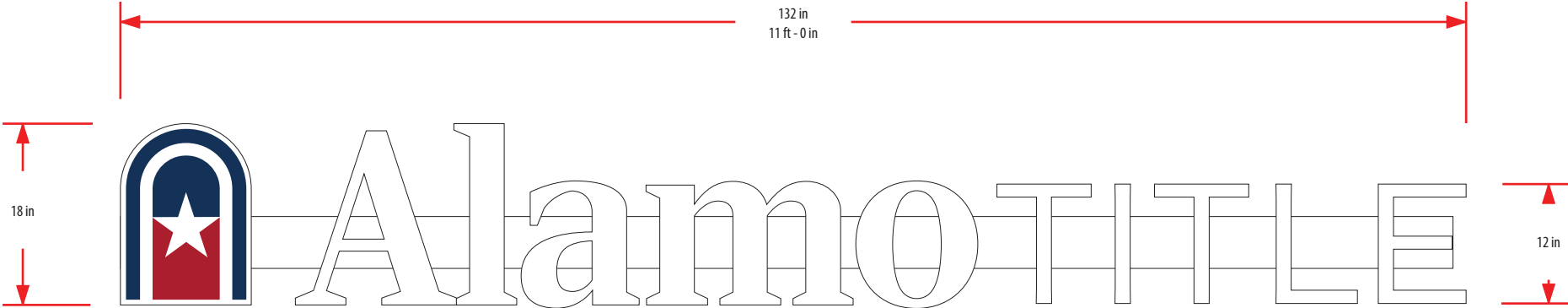


WILLOW CREEK SIGNS
2633 Blue Mound Rd. West, Fort Worth, TX 76052
T: (817) 847 - 0571 | F: (817) 847 - 0579

By signing the acceptance field on this print I understand that I am accepting all aspects of this drawing. This artwork, specifications, dimensions, spelling and any other representations herein. I also understand that the color representations and scale of the sign(s) on this print are approximate and may not match manufacturers samples exactly.

Customers Approval: _____

Client:	Alamo Title Tyler A. Harden Attorney	Drawn by:	KP
Site Location:	415 W. Main St. Azle, TX 76020	Revision:	2
Date:	03/27/2024	Page:	2 of 8



COLOR SPECIFICATIONS

- 8500 007 DARK BLUE
- 8500 031 RED

RETURNS

- WHITE

TRIM CAP

- WHITE

RACEWAY

- SW 3045 RUSSET BROWN

LED ILLUMINATED CL
INSTALLED ON PARAPET WALL
WITH ELECTRICAL ON BACK
LOGO TO BE 1ST SURFACE VINYL
WHITE RETURNS, FACES, &
TRIM CAP

NOTE TO CUSTOMER

Please prepare for the following prior to sign install.

1. Signs require 120 Volt primary power, run by a licensed electrician.
2. Signs include a disconnect switch for service only.
3. Final connection to primary electrical can only be made if power is available at the time of install, within 6' of sign & if local code allows.
4. You will need a Time Clock installed at the breaker panel by your electrician to manage the On/Off times of your sign.
5. Photo Cells are not included with your sign unless requested.

CONFIRM BEFORE MANUFACTURING

Pre-Survey ☐ Size Confirmed ☒

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Customers Approval:

Client:	Alamo Title Tyler A. Harden Attorney	Drawn by:	KP
Site Location:	415 W. Main St. Azle, TX 76020	Revision:	2
Date:	03/27/2024	Page:	3 of 8

Channel Letters- Raceway(s) - Subtext

SECTION & DETAILS

LETTERS SPECIFICATIONS

FULL SECTION DETAIL

- 1

NON-CORROSIVE INSTALLATION HARDWARE
- 2

FASTENER PAINTED TO MATCH RETURN
- 3

.063 FLAT ALUMINUM BACK PRE-FINISHED WHITE
- 4

¼" THICK METAL ADJUSTABLE FLAT BAR FOR A SECURE INSTALLATION
- 5

PRINCIPLE QUIK MOD 3 7100 LEDS
- 6

ACRYLIC FACES
- 7

PRINCIPLE 60 WATT MULTITAP POWER SUPPLY MOUNTED IN A 7 ¼" TALL X 4" DEEP EXTRUDED .050 ALUMINUM RACEWAY SUPPORT/WIRING BOX PAINTED TO MATCH WALL
- 8

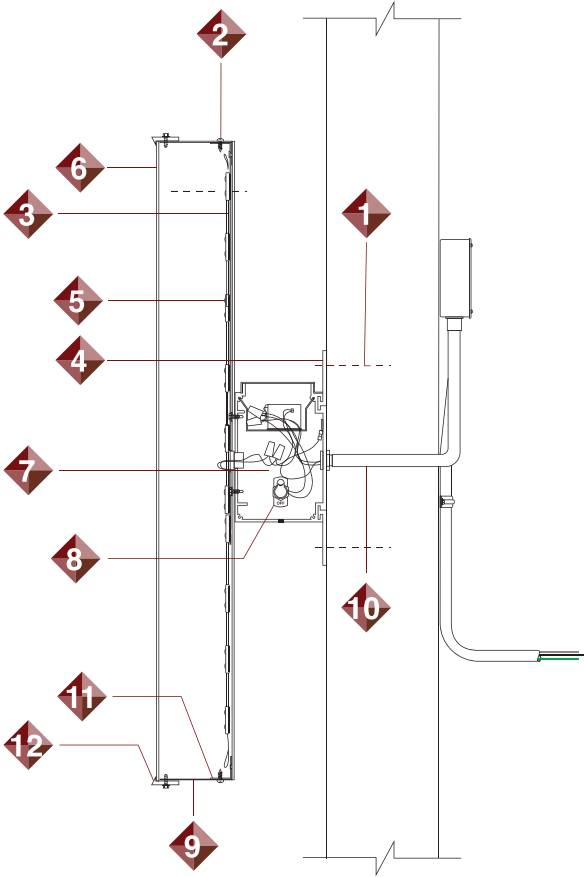
VISIBLE CUT-OFF SWITCH WITH WEATHER PROOF COVER
- 9

¼" WEEP HOLES (2) TWO PER LETTER
- 10

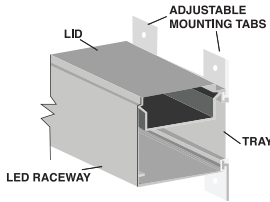
GROUNDED WALL PASS- THRU SEALED WATER TIGHT
- 11

3" X .063" ALUMINUM CHANNEL LETTER RETURN/CLIP CLINCHED TO BACK OF LETTER (CAPTURE BACK INSIDE)
- 12

1" JEWELITE TRIM CAPS



(+/-) 7" TALL X 4-½"
MUST HAVE
ADJUSTABLE HANGING TABS



LED RACEWAY ASSEMBLY

COLOR SPECIFICATIONS

- 8500 007 DARK BLUE
- 8500 031 RED

RETURNS

- WHITE

TRIM CAP

- WHITE

RACEWAY

- SW 3045 RUSSET BROWN



COLOR SPECIFICATIONS



CONFIRM BEFORE MANUFACTURING

Pre-Survey ☐ Size Confirmed ☒

HELVETICA
CAST ALUMINUM LETTERS
¾" DEEP
STUD MOUNTED

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Customers Approval: _____

WILLOW CREEK SIGNS
2633 Blue Mound Rd. West, Fort Worth, TX 76052
T: (817) 847 - 0571 | F: (817) 847 - 0579



Client:	Alamo Title Tyler A. Harden Attorney	Drawn by:	KP
Site Location:	415 W. Main St. Azle, TX 76020	Revision:	2
Date:	03/27/2024	Page:	5 of 8



COLOR SPECIFICATIONS

- 8500 007 DARK BLUE
- 8500 031 RED
- WHITE

CONFIRM BEFORE MANUFACTURING

Pre-Survey ☐ Size Confirmed ☒

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Customers Approval: _____

Client:	Alamo Title Tyler A. Harden Attorney	Drawn by:	KP
Site Location:	415 W. Main St. Azle, TX 76020	Revision:	2
Date:	03/27/2024	Page:	6 of 8



COLOR SPECIFICATIONS

- 8500 007 DARK BLUE
- 8500 031 RED

1/2" BLACK ACRYLIC
OVERLAY FACE WITH
VINYL
PIN MOUNTED

ACRYLIC

- BLACK

CONFIRM BEFORE MANUFACTURING

Pre-Survey ☐ Size Confirmed ☒

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Client:	Alamo Title Tyler A. Harden Attorney	Drawn by:	KP
	Site Location:	Revision:	2
	Date:		03/27/2024
		Page:	7 of 8



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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.



By signing the acceptance field on this print I understand that I am accepting all aspects of this drawing. This artwork, specifications, dimensions, spelling and any other representations herein. I also understand that the color representations and scale of the sign(s) on this print are approximate and may not match manufacturers samples exactly.

Customers Approval: _____

WILLOW CREEK SIGNS
2633 Blue Mound Rd. West, Fort Worth, TX 76052
T: (817) 847 - 0571 | F: (817) 847 - 0579



Client:	Alamo Title Tyler A. Harden Attorney	Drawn by:	KP
Site Location:	415 W. Main St. Azle, TX 76020	Revision:	2
Date:	03/27/2024	Page:	8 of 8



3509 NW Jim Wright Fwy.
Fort Worth, TX 76106
(817) 626-7446

ESTIMATE

E-25670

<http://www.signsbytomorrow.com/fortworthnw>

Payment Terms: Cash Customer

Created Date: 4/16/2024

DESCRIPTION: Contour Cut Laminated Door Graphics

Bill To: Alamo Title
415 W. Main St
Azle, TX 76020
US

Pickup At: Signs By Tomorrow - Fort Worth
3509 NW Jim Wright Fwy.
Fort Worth, TX 76106
US

Requested By: Tyler Harden
Email: tyler@tylerhardenlaw.com

Salesperson: David Irwin
Entered By: David Irwin

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Contour Cut Laminated Door Graphics	1	\$88.77	\$88.77
1.1	Calendered Digital - Logo			
	Part Qty: 1			
	Width: 20.00"			
	Height: 21.50"			
	Transfer Tape			
	- Transfer Tape Type: Standard			
	Lamination			
	- Lamination Type: UV Calandered			
2	Order Set up Service	1	\$15.00	\$15.00
2.1	Design Service -			
3	Installation	1	\$145.00	\$145.00
3.1	In House Installation -			
	- # of Hours: 1			

SBT will impose a convenience fee on credit cards that is no greater than our cost of acceptance. This fee is a flat rate of 3%. This convenience fee is not applied on debit cards or ACH Transactions.

Subtotal:	\$248.77
Taxes:	\$7.74
Grand Total:	\$256.51
Deposit Required:	\$128.26

Signature: _____

Date: _____

Estimates valid for 30 days. 50% deposit to move forward, 50% upon completion.
Deposit Payment Link: <https://pay.rpgterminal.com/signsbytomorrow>



3509 NW Jim Wright Fwy.
Fort Worth, TX 76106
(817) 626-7446

ESTIMATE

E-25690

http://www.signsbytomorrow.com/fortworthnw

Payment Terms: Cash Customer

Created Date: 4/18/2024

DESCRIPTION: Exterior Building Signage with Permits and Installation

Bill To: Alamo Title 415 W. Main St Azle, TX 76020 US	Pickup At: Signs By Tomorrow - Fort Worth 3509 NW Jim Wright Fwy. Fort Worth, TX 76106 US
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Requested By: Tyler Harden Email: tyler@tylerhardenlaw.com	Salesperson: David Irwin Entered By: David Irwin
--	--

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Order Set up Service	1	\$15.00	\$15.00
1.1	Design Service -			
2	LED Front Lit Channel Letters & Logo 132" wide x 18" tall on Painted Raceway	1	\$3,435.00	\$3,435.00
2.1	Custom Product -			
3	Cast Aluminum Letters with Vertical Brushed Aluminum Finish and Stud Mounts TYLER HARDEN - 8" tall Cast Aluminum Letters ATTORNEY - 6" tall Cast Aluminum Letters	1	\$1,985.52	\$1,985.52
3.1	Custom Product -			
4	Installation with Permit Submittals and Permits Complete onsite survey for building measurements, permit packet creation, and installation planning. Installation of Qty (1) 18" x 132" set of illuminated channel letters that read "Alamo Title" and Qty (1) 16" x 87" set of cast aluminum letters that read "Tyler Harden Attorney" to front elevation of building Signs By Tomorrow will connect signs to the existing circuit within 6' of the signs at the time of installation. Test for proper illumination. If a circuit is not provided, Signs By Tomorrow will leave a whip out for the electrician to make final connections. If the customer wants Signs By Tomorrow to return to make final connections, there will be an	1	\$3,211.00	\$3,211.00

	additional trip charge.
	Permit submittal with the City of Azle
4.1	Installation Service -

SBT will impose a convenience fee on credit cards that is no greater than our cost of acceptance. This fee is a flat rate of 3%. This convenience fee is not applied on debit cards or ACH Transactions.

Subtotal:	\$8,646.52
Taxes:	\$447.61
Grand Total:	\$9,094.13
Deposit Required:	\$4,547.07

Signature: _____

Date: _____

Estimates valid for 30 days. 50% deposit to move forward, 50% upon completion.
Deposit Payment Link: <https://pay.rpgterminal.com/signsbytomorrow>

From: Signarama Fort Worth <sales@signarama-fortworth.com>
Sent: Wednesday, April 17, 2024 3:48 PM
To: tyler@tylerhardenlaw.com
Subject: Re: New Website Inquiry | ID:1469512

Here is the estimate:

1. front lit channel letters on a raceway

Size: 18" x 132"

Qty: 1 set

Price including permit, fabrication, installation :
\$5990

2. Aluminum letters

Material: 3/4" aluminum

Size: 87" x 16"

Qty: 1 set

Price including Installation: \$3750

3. Door vinyl

Size: 20" x 21.5"

Qty: 1

Price including Installation \$ 85

4. Indoor letters

Material: 1/2" black acrylic w/vinyl on face

Size: 75" x 20"

Qty: 1 set

Price including Installation: \$985

Please let me know if you have any questions

Thank you,

Shreha

Signarama Fort Worth (Downtown)

4224 West Vickery Blvd.

Fort Worth, TX 76107

Phone: 682-499-6548

Email: sales@signarama-fortworth.com

Web: www.signarama-fortworth.com

Signarama Policy and Procedures:

ALL SALES ARE FINAL! NO EXCHANGE OR RETURNS

WE ARE NOT RESPONSIBLE FOR DAMAGED SIGNS DUE TO WEATHER AND/OR MISHANDLING

- Production times will vary based on type of signage and quantity.
- Minimum order \$50.
- Please examine proofs carefully for accuracy which include, size, punctuation, spelling, graphics, color, quantity and general layout. Signarama is not responsible for any issues after the design has been approved. Any errors may result in reprint charges. Printing will begin once final approval and deposit is received.
- 3% Credit Card Processing Fee
- Proof colors may vary slightly from screen appearance to actual print. Every effort is made to accurately represent and reproduce your sign. A hard copy proof can also be printed and made available to you upon request.
- **A non-refundable \$30 fee will be charged for design and layout of products**
- **Full payment is required for orders under \$300; For orders \$300 and up, a 50% deposit is required prior to designing, printing, or surveys. Deposits are non-refundable and will be credited to final balance.**
- A charge will be added to invoice if customer requests more than three design revisions. Vector logos/files are available for purchase.
- **FEES are subject to change without notice.**
- **Estimate is valid for 30 days.**

From: info@gd.signarama-fortworth.com <info@gd.signarama-fortworth.com> on behalf of Signarama Fort Worth (Downtown), TX <info@gd.signarama-fortworth.com>

Sent: Tuesday, April 16, 2024 10:19 AM

To: Signarama Fort Worth <sales@signarama-fortworth.com>

Subject: New Website Inquiry | ID:1469512



New Website Inquiry
ID: 1469512

Customer

Inquiry Form

Signarama Inquiry Form

Tribe

Fort Worth (Downtown), TX

Name

Tyler Harden

Email

tyler@tylerhardenlaw.com

Phone

(817) 444-9024

Address

415 West Main Street, Azle, 76020, US

Business Name

Tyler A. Harden, Attorney, P.C.

Message

Will you please provide me with a quote, including installation costs, for the attached signage? Email is preferred. Thank you.

Product Type

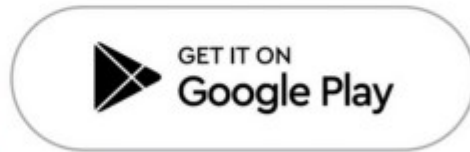
exterior and interior signs

Files

1

[AlamoTitle Azle Reduced-SALES.pdf](#)

[View Details Reply to Customer](#)



Powered by [Gorilla Dash](#)



Presenter: David Hawkins, Director of Planning and Development

Agenda Item: Consider any action approving the Façade and Signage Improvement Program application for Falcon Smoke Shop at 132 Park Place.

Background and Explanation:

The applicant opened this business in March 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 N. Stewart & State Hwy 199.

The total cost of all signage for this FSIP grant is \$3,600. The applicant is requesting a grant in the amount of \$1,800 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. Falcon Smoke Shop Packet

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	wasim Kaiser	Date	05/06/2024
Business Name	Falcon Smoke Shop		
Mailing Address	132 Park Pl, Azle, Tx, 76020		
Contact Phone	469-756-5000		
Email Address	wasim@wkus.us		
Building Owner (if different than applicant)	mayfield Beltline		
Project Site/ Address	132 Park Pl, Azle Tx 76020	County	Tarrant

Type of Work: (check all that apply)

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

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

How will this project benefit the community?

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

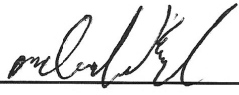
Total General Project grant request may not exceed 50% of TOTAL COST up to \$10,000

Signage Project Expenditures	Total Estimated Costs	50% Grant Requested
Signage	\$ 3,600.00	\$ 1,800.00
Total	\$ 3,600.00	\$ 1,800.00

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

Request Total	\$ 1,800.00
---------------	-------------

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

 05/06/2024
Applicant Signature Date

Attached
Property Owner Signature Date



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:

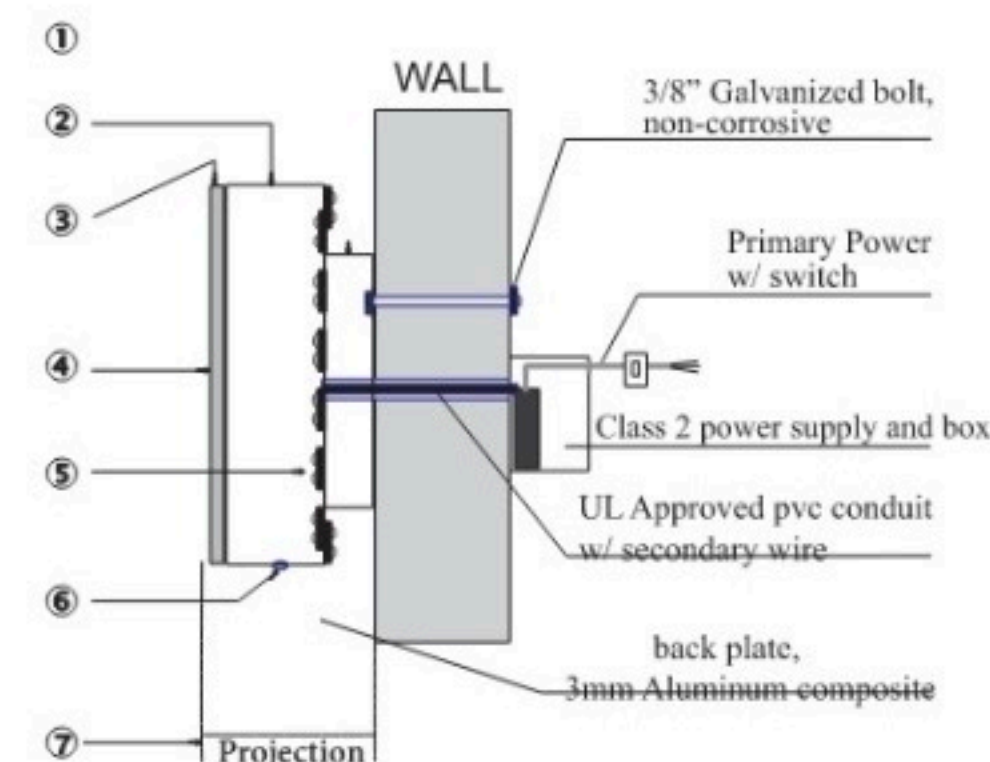
- IF ELECTRICAL LINE/J-BOX IS WITHIN 6' OF ELECTRICAL, CONNECTION TO BE HANDLED BY INSTALLER. IF NOT ELECTRICAL HANDLED BY OWNER/GC
- IF ROOF PENETRATIONS ARE NECESSARY, THEY ARE TO BE SEALED BY A ROOFER. THIS IS HANDLED BY THE GC/OWNER
- REMOVAL AND DISPOSAL OF EXISTING WALL SIGNS HANDLED BY GC/OWNER

132 park pl, Azle, TX 76020



PRICE \$3,600 + TAX

Section details



- ① Raceway
- ② Pre finished black aluminum returns
- ③ 1" black jewelite trim cap
- ④ 3/16" white acrylic
- ⑤ UL LED modules, 1.2 watts
- ⑥ 1/4" drain holes
- ⑦ 5" Projection



Total of 13.54 sqft of illuminated Channel letter sign to be installed on South elevation



Approved 4/30/24
Meagan Mathews
Woodcrest Management
as Agent for Mayfield Beltline, LP





4610 Mint Way, Dallas, TX 75236
(214) 339-2227 fax:(214) 339-9987
www.SignsManufacturing.com

Sales Order #: SO32624CY

Date: Mar 26, 2024

Your Sales Consultant is **Cole Young**

BILLING ADDRESS

Name: Sam
Company: Falcon Smoke Shop
Address: 132 Park Pl, Azle
City, State, Zip: TX 76020
PO #:
Phone #:

PROJECT / SHIPPING ADDRESS

Name: Same
Company: Same
Address: Same
City, State, Zip: Same
Email: falconazle@gmail.com
Phone #:

JOB DESCRIPTION

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate 20" (nominal) front-lit channel letters reading "S" with mechanically welded construction (not stapled) and 1 stroke of SolarBrite™ LED lighting.

1in trimcap will be used, Jewelite, with an aluminum core and SolarGuard™ protection (color TBD).

Faces will be 1/8in Plexiglas (color TBD).

Returns will be 5" deep, .040 aluminum (color TBD).

Letter backs will be made of .063 aluminum .

Fabricate 10" (nominal) front-lit channel letters reading "MOKEHOP" with mechanically welded construction (not stapled) and 1 stroke of SolarBrite™ LED lighting.

1in trimcap will be used, Jewelite, with an aluminum core and SolarGuard™ protection (color TBD).

Faces will be 1/8in Plexiglas (color TBD).

Returns will be 5" deep, .040 aluminum (color TBD).

Letter backs will be made of .063 aluminum .

Fabricate 6"x20", 16"x20", 12"x3", 9"x3" (nominal) front-lit channel capsule with "mechanically welded construction (not stapled) and 1 stroke of SolarBrite™ LED lighting.

(1) color of vinyl overlay will be used, color TBD.

1in trimcap will be used, Jewelite with an aluminum core and SolarGuard™ protection (color TBD).

Faces will be 1/8in Plexiglas (color TBD).

Returns will be 5" deep, made from .040 aluminum (color TBD).

Channel backs will be made of .063 aluminum.

(1) aluminum/ACM backplate, approximately 15sqft total size, will be used between the raceway and the channels, color TBD.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Permit application/preparation and inspection labor are included.

Installation is included.



YOUR COST*: \$7,724.00

EXTENDED WARRANTY: Offered by separate contract

ENGINEER'S DRAWING: n/a

INSTALLATION: included

ELECTRICAL HOOK-UP**: Included within 6 feet of sign

TOTAL TAX: plus tax

PERMITTING FEES: additional (at cost) if required

3RD-PARTY FEES: additional (at cost) if required

DEPOSIT: 50%

BALANCE DUE: before install

* Monthly payment plans available. 3% service fee is charged on credit card payments.

** Our warranty does not apply to electric signs fed by improper wiring.

Permit Necessary? YES

Customer Signature

Proposal Valid for 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

Hourly calculations also include travel to/from the job location.

Regulated by the Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 512-463-6599
License #TSCL 18015, TSCL 18016, TECL 17503 | www.tdlr.texas.gov

TERMS AND CONDITIONS

1. **PRICING.** The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Qtr invoices are the controlling part of this contract.
2. **CONSERVE YOUR NEST EGG PRICING ALTERNATIVE.** Only if specifically stated in writing will Seller delay the fifty percent (50%) down-payment above and begin the permitting process while Purchaser arranges credit with our advice. Purchaser will provide Seller with a permit processing payment so that the permitting process can begin. This amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing.
3. **CHANGE REQUESTS.** Changes to this written contract MUST be requested by Purchaser in writing. Verbal changes are not acceptable. Seller assumes no responsibility for improperly communicated changes to this written contract. Changes to this written contract may affect pricing. If there is a discrepancy between the approved art and this contract, the approved art controls.
4. **PERMITS, INSPECTIONS AND FEES.** Seller shall, on behalf of Purchaser, and with Purchaser's assistance, attempt to obtain all known public permits, licenses, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs, unless otherwise provided herein. This can optionally include filing for a new, or modifying an existing, Certificate of Occupancy. Purchaser appoints Seller and its employees as Attorney-In-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser acknowledges that modifying permit applications or any additional filings required after original submission incurs additional costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. Purchaser is responsible for payment for all work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Sign permit issuances are based on the Authority Having Jurisdiction's (AHJ) interpretation of ordinances. New interpretations by an AHJ can result in the revocation of issued permits and/or their refusal to issue new permits. Purchaser acknowledges and assumes these risks. Seller assumes no liability for these changes and Purchaser acknowledges additional costs could result and that an AHJ may not allow the project to continue. Cancellation of a permit will not relieve Purchaser of obligations under this Sale. Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, as well as third-party surveys and any permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.
5. **PERFORMANCE.** Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever.
6. **INSTALLATION WORK.** Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order.
7. **SPECIALLY FABRICATED MATERIALS.** The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.
8. **GUARANTEES & WARRANTIES.** All Guaranties and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Warranty discounts Sellers normal labor charges 20%, after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. If any part of a properly powered electrical sign both manufactured and installed by Seller fails in the first year of service, Seller will provide parts and service at no charge. Programmable LED Signs feature a 5 year parts Warranty. Other new signage both manufactured and installed by Seller carries a 90 day workmanship Guarantee, all effective from our installation date. Extended Warranties, when purchased, extend the initial Warranty on Programmable LED Signs to 6 years total for both parts and service, 3 years on other lighted signs. The Forever Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever Guarantee to the cost of the new sign. Forever Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one year Warranty on any parts we replace in our signs, non-Solarbrite lamps excluded. All parts replaced in competitive signs are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within 30 days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that **THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.**
9. **UNAUTHORIZED MODIFICATIONS.** Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes.
10. **DEFAULT BY PURCHASER.** This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.
11. **OWNERSHIP.** Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Signs Manufacturing and Maintenance, Signs Sales, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.
12. **LIMITED LIABILITY.** Purchaser agrees and affirms that Seller's liability, whether in contract, tort, or any other theory of liability, including but not limited to fraud, misrepresentation, breach of contract, personal injury, products liability or any other theory, is limited and Seller shall not be liable for any special, commercial, exemplary, direct, indirect, incidental or consequential damages or punitive damages, or damages for loss of use, loss of anticipated profits, income, or economic losses of any kind. Seller's liability, whether express or implied, shall not exceed the lesser of \$50,000 or the cost of repair or replacement of defective parts.
13. **Law and Forum for Disputes.** This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.
14. **OTHER.** This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit.



This Purchase Agreement is made and entered into this 4th day of April, 2024 , between Mello Signs (Seller) &

Falcon Smoke Shop (Purchaser)

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	Purchaser:	Falcon Smoke Shop Sam falconazle@gmail.com
BY: X	Aaron Gautney	BY: X	
Title:	Sales	Title:	
Date:	4/4/2024	Date:	

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



Presenter: Ben Hall, Police Chief

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

Background and Explanation:

Last year, the City of Pelican Bay requested the Azle Police Department provide dispatch services as their contracted provider. Chapter 791 of the Texas Government Code authorizes local governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services, including police and fire dispatch and detention services, records center services, administrative functions, and other governmental functions in which the contracting parties are mutually interested. We provided dispatch services under the agreement and the department requests that the Council renew the agreement. The only change in the agreement requires that Pelican Bay define the manner in which dispatch requests wrecker services on their behalf. The city of Azle has changed our wrecker ordinance and is soon to begin a request for proposal to select a single source wrecker. Pelican Bay is not part of that process, nor does our ordinance cover non-consent tows that occur outside our city limits. The new agreement specifies that Pelican Bay will direct us on who we should call on their behalf for this service and whether they will have a rotation.

The renewal ILA provides a basis for magistrate, arraignment, police dispatch, holding facility use, and warrant services for the cities to provide their residents and businesses with an efficient delivery of these key public safety services, in that the City of Pelican Bay does not possess the staffing for such services. The ILA is for a term of one (1) year and may be extended by mutual consent. The ILA can also be terminated by either party with a 30-day written notice.

The City of Pelican Bay will need to agree to pay the City \$5,000/month for these services, which is the same amount as last year. Upon Council approval, the ILA will be sent to Pelican Bay for their approval.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

Authorize the ILA with the City of Pelican Bay for dispatch services.

Attachments:

1. Pelican Bay Interlocal.2024 Draft

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

THE STATE OF TEXAS
COUNTY OF TARRANT

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, AZLE AND PELICAN BAY HEREBY AGREE TO THE FOLLOWING:

SECTION 1 DEFINITIONS

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

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

SECTION 2 FINDINGS

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

SECTION 3 TERM

This Agreement shall be for an initial term of one (1) year commencing at midnight on **June 1, 2024** and ending on **May 30, 2025**, (the "Initial Term") and may be extended annually thereafter by mutual consent of the parties in writing for a period of one (1) year terms, unless terminated as provided herein, to begin on June 1 of each year. This agreement may be renewed, including any agreed upon modifications, on an annual basis with the agreement of each party herein. Any extension of the one (1) year term must be approved in writing at least thirty (30) days in advance of the annual termination date by both parties.

SECTION 4 SCOPE OF SERVICES TO BE PROVIDED BY AZLE

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

- A. **Holding Facility Services.** Commencing on the Effective Date of this Agreement, Azle will allow Pelican Bay to use the holding facilities located at Azle Police Department pursuant to the terms and conditions in this Agreement. Azle will provide limited holding facility services, detailed below for persons arrested by Pelican Bay suspected of Class C misdemeanors or above. In no event shall Azle be required to accept Pelican Bay detainees under the terms and conditions of this Agreement if the intake of arrested persons will cause Azle to be in violation of the standards of the Texas Commission on Jail Standards or the Texas Commission on Law Enforcement. Nothing contained herein shall be construed to compel Azle to accept any detainee if it would place Azle in violation of any law, regulation, or court order, or in the opinion of Azle Police Chief, or their designee, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and detainees at the holding facility or result in possible violation of the constitutional rights of the detainees housed at the holding facility. Pelican Bay will observe and comply with all standards, rules and ordinances of Azle as they relate to the use of the services
1. **Detention Services.** Azle will provide the necessary officers and employees to properly supervise and operate Azle's holding facility.
 2. **Magistrate Services.** The Azle Municipal Judge or Magistrate shall perform arraignments for persons arrested by Pelican Bay and held in Azle's holding facility. Suggested bond amounts shall continue to be set exclusively by Azle. The Azle Municipal Judge or Magistrate may perform arraignments for their own detainee(s) where circumstances such as heavy case load or other extenuating circumstances justify the use. Pelican Bay agrees, additional services for any use of a translator necessary to provide adequate arraignment services is not covered by the per-month rate and will be billed separately to the respective agency.
 3. **Damage to the Holding Facility.** Pelican Bay agrees to the financially responsible for property damage to the holding facility caused by any detainee of Pelican Bay. Azle officers shall have the authority to file any charges stemming from any incident involving Pelican Bay detainee(s) occurring in the holding facility; however, if the detainee is charged based on incidents occurring in the holding facility, the detainee shall remain in the custodial care of Pelican Bay.
 4. **Orientation.** Pelican Bay agrees to participate in a thorough pre-orientation of the holding facility and dispatch, and any officers who intend to use the holding facility shall attend the orientation.

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

all costs incurred are the responsibility of the agency whose detainees are being transported. Pelican Bay will be responsible for guarding Pelican Bay prisoners in a medical setting.

11. **Medical Services.** Azle shall provide medical services to the Pelican Bay detainees housed in the holding facility in accordance with this subsection. Costs for all medical services are not covered by the per-month rate and shall be paid by the respective agency or another responsible party.
 - a. **Emergency Medical Care.** Azle will not provide any medical care to Pelican Bay detainees except in emergency situations. If emergency medical care is needed, an ambulance will be summoned.
 - b. **Prescription/ Non-prescription Medication.** No medications, prescription or non- prescription, will be administered to detainees by Azle employees unless it can be shown by proper documentation from a physician that the medication has been prescribed for use by the detainee. No prescription/non-prescription medication will be administered to any detainee unless:
 - i. The prescription medication is contained in the valid original prescription bottle labeled from the issuing pharmaceutical entity and being current in dates of usage to the name of the detainee only; or
 - ii. The non-prescription medication is shown by documentation to be prescribed/recommended by a physician and is brought to the Azle Police Department in a sealed commercial bottle. No unsealed medications (Aspirin, Acetaminophen. Naproxen, ibuprofen, etc.) will be administered to detainees.
12. **State of Detainees.** No persons suspected to be in a state of mental illness, including, but not limited to, suicidal persons, shall be booked into the holding facility by Pelican Bay personnel. Pelican Bay personnel shall not book any persons into holding facility who are visibly suffering from sickness or injury. Pelican Bay shall inform Azle personnel of any known dangerous propensities of Pelican Bay's detainee, as well as if any detainee has complained of injury, sickness, or has given any indication of being suicidal. Azle reserves the right to refuse to allow sick, injured, or suicidal detainees to be booked into the holding facility, notwithstanding any other

provision of this agreement. Should Azle in its sole discretion determine that a Pelican Bay detainee is in need of emergent psychiatric care, Azle will contact Pelican Bay who will provide immediate transport of their detainee to an appropriate psychiatric facility. Pelican Bay will provide a means of contacting an on-call officer in the event no Pelican Bay officers are on duty.

13. **Detainee Property.** Azle provides no receptacle for the storage of Detainee property. However, because detainees transported to Tarrant County are limited to the amount personal property that would fill a container the size of a shoe box, Detainees may possess no more personal property than would fill a container the size of a shoebox. (No weapons of any kind, lighters, other flammable liquids or gasses, or illegal substances shall be allowed.) Azle will not be responsible for Detainee's personal property.
14. **Evidence.** All Pelican Bay evidence shall remain in the custody of Pelican Bay personnel and Azle shall bear no responsibility for any evidence left at the jail.
15. **Bail Bonds.** Azle will be responsible for processing all Bail Bonds monies pertaining to Pelican Bay detainees, and shall provide such funds, together with an accounting thereof, to Pelican Bay within ten (10) days of receipt of same.

B. **Dispatch Services.** Commencing on the Effective Date of this Agreement, Azle will allow Pelican Bay to use Police Dispatch services located at Azle Police Department pursuant to the terms and conditions in this agreement. This shall include, but not be limited to, receiving and answering 911 calls pertaining to Pelican Bay, radio dispatching Pelican Bay Police Department units/personnel to emergent and non-emergent calls for service, and accessing state database information via established computer systems. No Azle Dispatcher shall be compelled to violate any law or regulation governing such system(s). Pelican Bay will observe and comply with all standards, rules and ordinances of Azle as they relate to the use of dispatch services.

1. **Dispatch Services.** Azle will provide the necessary officers and employees to properly supervise and operate Azle Dispatch facility.
2. **Communications Equipment.** Pelican Bay shall provide, at their own expense, any and all communications equipment necessary for its Police Officers to communicate with the Azle Dispatcher. If Pelican Bay so desires they may choose to make upgrades/modifications to the communications system to provide for additional communications

abilities. All costs incurred are the responsibility of the incurring agency for such upgrades.

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

1. **Provision of information.** Pelican Bay agrees to provide whatever information and materials are necessary for the prompt and efficient entry of such warrants. Azle will maintain original warrants in our dispatch.
2. **Entry of information.** Azle agrees to promptly enter such materials in the appropriate database for the processing and posting of said warrants on any applicable local, state or national system in a similar manner as that of any warrant generated by Azle.

D. Wrecker Services. Azle will not directly provide wrecker services under this Agreement. Therefore, Pelican Bay shall be responsible for establishing its own wrecker process and communicating the details of such process to Azle, including company names and contact information, and rotation schedules, if applicable. Azle agrees to use the process established by Pelican Bay and communicated to Azle.

2.

SECTION 5 FEE(S) AND PAYMENTS FOR SERVICES

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

SECTION 6 NOTICE

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

CITY OF AZLE, TEXAS:

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

Email: _____

CITY OF PELICAN BAY, TEXAS:

ATTN: Tamra Olague
Mayor of Pelican Bay
1300 Pelican Circle

Pelican Bay, Texas 76020

Email: _____

SECTION 7 DISILLUSION OF AGREEMENT

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

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

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

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

SECTION 8 DISPUTE RESOLUTION

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

SECTION 9 VENUE

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

SECTION 10 INDEPENDENT CONTRACTOR

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

SECTION 11 LIABILITY

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

SECTION 12 COMPLIANCE

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

SECTION 13 ENTIRE AGREEMENT

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

SECTION 14 NO WAIVER OF IMMUNITY

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

SECTION 15 AMENDMENTS

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

SECTION 16 FORCE MAJEURE

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

SECTION 17 SEVERABILITY

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

SECTION 18 AUTHORIZATION & APPROVAL

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

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of _____, 2024, in multiple originals.

CITY OF AZLE, TEXAS

CITY OF PELICAN BAY, TEXAS

By: Tom Muir, City Manager

Date: _____

ATTEST:

By: Yael Hoffman, City Secretary

By: Tamra Olague, Mayor

Date: _____

ATTEST:

By: Cynthia Daniels, City Secretary

DRAFT



Presenter: Tom Muir, City Manager

Agenda Item: Consider any action making appointments to the Beautification Board.

Background and Explanation:

On March 4th, the Council passed Ordinance No. 2024-03 creating the Beautification Board. The Board Application Form has been updated to reflect the Beautification Board but no completed applications have been received. However, the Council may want to appoint elected officials to the Board, as stated in the ordinance.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

1. ORD - 2024-03 - City Council - Beautification Board

ORDINANCE NO. 2024-03

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

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

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

WHEREAS, the City Council of the City of Azle, Texas seeks to create a Beautification Board to Keep Azle Beautiful.

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

SECTION 1

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

SECTION 2

MEMBERSHIP AND TERM

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

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

The Board shall serve staggered two-year (2) terms with Places 1, 3, 5 and 7 expiring in odd-numbered years, and Places 2, 4 and 6 expiring in even-numbered years. The terms shall expire on October 31st of each year as referenced above.

The Board shall choose from its members a Chairperson and Vice Chairperson. The term of office shall be one (1) year with the term of office expiring on October 31st of each year. Officers may be re-elected.

SECTION 3

Rules and Regulations

The Board shall establish the time and place for holding regular meetings. The Board shall meet twice a year in a joint meeting with City Council to discuss community beautification including possibly presenting recommendations on beautification projects and programs for the city. On an annual basis, the Board shall present a report to the City Council.

SECTION 4

Purpose

The purpose of the Beautification Board will be to make the city a clean and attractive city in which to live, to maintain a healthy environment, to educate the city's citizens as to the ongoing process of keeping their city beautiful, and to generally beautify the city.

The Board shall consider the following aspects of a potential beautification program and shall make recommendations of each to the City Council for final approval: landscaping of city rights-of-way and city property; award programs for businesses and residential areas that beautify their areas through landscaping, maintenance, the abatement of litter or other methods; voluntary recycling, including the promotion and education of the need for recycling; the possibility of joining state or nation-wide groups that are focused on beautification; and how to involve the general public, the school system, the business community and homeowners in a beautification program.

SECTION 5

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

SECTION 6

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

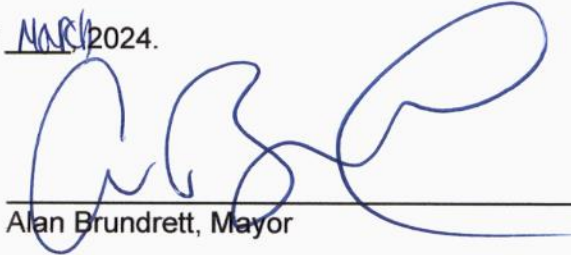
SECTION 7

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

SECTION 8

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

DULY PASSED AND APPROVED this 5th day of MARCH, 2024.



Alan Brundrett, Mayor

ATTEST:



Yael Forgey, City Secretary

APPROVED AS TO FORM AND LEGALITY:



Andrea Russell, City Attorney



Presenter: Tom Muir, City Manager

Agenda Item: Short term rentals

Background and Explanation:

Council will continue a discussion on short term rentals (residential).

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None



Presenter: Tom Muir, City Manager

Agenda Item: Possible ordinance regarding residency requirements of registered sex offenders.

Background and Explanation:

Mayor Pro Tem Goode requested discussion on the possibility of a new ordinance regarding residency requirements of registered sex offenders.

Board/Commission/Committee Recommendation:

N/A.

Staff Recommendation:

N/A.

Attachments:

None